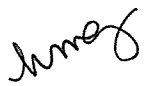



**PUBLIC WORKS DEPARTMENT MEMORANDUM
#09-2019**

DATE: February 25, 2019

TO: Honorable Mayor Carol Dodge and City Council Members

THROUGH: Heather Geyer, City Manager 

FROM: Kent Kisselman, PE – Director of Public Works 

SUBJECT: 120th Avenue Bridge Paint

PURPOSE

The purpose of this memorandum is to provide City Council information on the paint work necessary for the 120th Avenue Bridge over I-25 and get direction on Northglenn participation in the project.

BACKGROUND

In 2004, the City entered into a contract with the Colorado Department of Transportation (CDOT), the Regional Transportation District (RTD), and the City of Westminster for the replacement of the I-25 and 120th Avenue Bridge.

As part of the agreement, the City of Northglenn and the City of Westminster agreed to a set of maintenance responsibilities which include painting of the bridge elements. The bridge paint coating is in need of replacement. The City of Westminster is currently contracted with Thomas Industrial Coatings and obtained a quote to remove, blast and paint the pedestrian fence panels.

BUDGET/TIME IMPLICATIONS

The quote provided by Thomas Industrial Coatings is in the amount of \$767,678.00 and the City of Northglenn would be responsible for half of that amount \$383,839.00. The City of Westminster is proposing an IGA where they would pay the contractor the full amount and get reimbursed by Northglenn.

No budget has been allocated for this item for 2019. Funds are available in the Capital Projects Fund. The City of Westminster will direct their contractor to start work as soon as the IGA is approved. If Council supports, staff will bring the IGA to the March 11, 2019 meeting for approval.

STAFF RECOMMENDATION

Staff recommends participation in the IGA (cost sharing) for the 120th Avenue Bridge paint.

STAFF REFERENCE

If Council members have any comments or questions they may contact Kent Kisselman, 303.450.4005, or kkisselman@northglenn.org.

ATTACHMENT

1. Thomas Industrial Coating Scope of Work and Quote
2. Resolution 04-102 – I-25 & 120th Avenue Bridge Replacement Contract



120th Avenue over I-25 Pedestrian Railing Recoating Work Plan

The following is a work plan formulated for removing, blasting/painting, and re-installing the pedestrian fence panels. Pedestrian panels will be recoated at an offsite facility and brought back to the site for re-installation and touch up if necessary. Barrier and pedestrian railing supports are to remain in place to be recoated.

Panel Removal: Each panel will be removed from 120th avenue overpass from the bridge deck above. All panels being removed and reinstalled will be secured by 2 independent safety harnesses while off the ground. Any panels that are located above I-25 will be removed through lane closures to ensure driver safety. Panels will be removed through removing nuts and bolts from the parapet steel supports that are attached to the parapet. The parapet panel supports will remain in place.

Access: Panel removal and reinstallation will be handled from the 120th avenue above I-25. Access to the concrete barrier and panel support structures will be through a manlift during nightly lane closures.

Traffic Control: Traffic control will be handled by a local reputable traffic control company who is familiar with CDOT procedures. Per CDOT, single lane closures will be allowed on I-25 from 9pm-5am, with double lane closures in a single direction allowed from 12am-4am.

Traffic control will also be utilized on 120th avenue during the removal and reinstallation process to allow for trailers to be loaded with removed panels to be transported to an offsite



2070 Highway Z
Pevely, MO 63070
Ph: 636-475-3500
Fx: 636-475-3512
www.thomasindcoatings.com

facility. One lane in each direction on 120th avenue will be shut down while panels are being removed to allow space for workers and vehicles.

Pedestrian Control: Thomas Industrial will provide 6ft tall temporary fencing for all areas that have had pedestrian railing removed. This design is intended to keep pedestrians away from all areas of the bridge where the railing has been removed. Also, to keep pedestrians out of the immediate work area for their safety.

Surface Preparation:

Concrete barrier walls will receive 3000psi powerwashing to provide a clean substrate. Our proposal does not include any concrete repair, or patching.

The pedestrian panels once delivered to the laydown yard, will be placed inside a containment tent and abrasive blasted to SSPC-SP6 level of cleanliness before a 3-coat system will be applied to the panels. The system will consist of a zinc primer, epoxy intermediate, and polyurethane topcoat (color to be chosen by the owner

Panel support poles that will be left attached to the concrete parapet will be power tooled to SSPC-SP11 bare metal, which equivalent of abrasive blasting, before applying the same 3-coat system as the pedestrian panels will receive.

After the pedestrian panels are reinstalled to the center support brackets, spot touch-up will be performed to coat any damaged areas during the reinstallation.



2070 Highway Z
Pevely, MO 63070
Ph: 636-475-3500
Fx: 636-475-3512
www.thomasindcoatings.com

Coating System:

- Carbon Steel Surfaces:
 - Primer: Sherwin Williams Zinc Clad III
 - Intermediate: Sherwin Williams Macropoxy 646
 - Topcoat: Sherwin Williams Hi Solids Polyurethane
- Concrete Surfaces:
 - 1st Coat: Sherwin Williams H&C Concrete Stain
 - 2nd Coat: Sherwin Williams H&C Concrete Stain

Coating Limits:

- Steel Surfaces:
 - For the pedestrian railings on this project the limitations are the pedestrian panels, panel barrier supports, not included are the light poles on the bridge.
- Concrete Surfaces:
 - The limitations of the concrete coatings were bid upon the inside, top, and outside parapet above the bridge deck surface.



PROPOSAL

SUBMITTED TO:	City of Westminster and North Glenn	DATE:	Thursday, January 31, 2019
ADDRESS:		PROJECT NAME:	120th Avenue over I-25
PHONE:		PROJECT NUMBER:	Change Order #1
EMAIL :		PROJECT LOCATION:	Denver, Colorado
		DATE OF PLANS:	N/A


Thomas Industrial Coatings, Inc. is a Society of Protective Coatings QP1, QP2, & QS1 Certified Contractor.

We propose to furnish all labor, materials, and necessary insurance to complete work as described below.

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	ITEM COST
1	Mobilization, Panel Removal & Reinstallation, SP-6 Abrasive Blasting of Panels, Three (3) Coat Paint System, Offsite Facility Rental.	1.000	L.S.	\$ 767,678.00	\$ 767,678.00
				TOTAL \$	767,678.00

NOTES & QUALIFICATIONS

Note 1: All required federal, state, local, & environmental permits are to be obtained and maintained by the general contractor.
Note 2: This proposal does not include any metal work or repair.
Note 3: This proposal does not include any barrier repair or patching before coatings application.
Note 4: This proposal does not include a bond, if required please add 2%

Payment to be made as follows: Standard Procedure- Net 30 Days	This proposal may be withdrawn if not accepted within <u>30</u> Days
All work to be completed in a workmanlike manner according to standard practices. Our workers are fully covered by Workmen's Compensation Insurance. In the event payment terms are not met, Purchaser agrees to pay reasonable collection fees, plus interest of 1.5% per month.	Authorized Signature: 
	Name & Title: Will Glaus - Engineer/Estimator
	Phone # 314-591-5854
	Email Address: wglaus@thomasindcoatings.com

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Signature:
	Print Name/Title:
	Date of Acceptance:

SPONSORED BY: MAYOR NOVAK, COUNCIL MEMBERS CARLOW, GARNER,
GILLESPIE, LINDSEY, MARTIN, TICHY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-106
Series of 2004

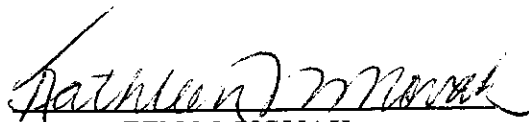
04-102
Series of 2004

A RESOLUTION APPROVING A CONTRACT BETWEEN THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT), THE REGIONAL TRANSPORTATION DISTRICT (RTD), THE CITY OF WESTMINSTER AND THE CITY OF NORTHGLENN FOR THE I-25 AND 120TH AVENUE BRIDGE REPLACEMENT PROJECT

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

The Contract between the Colorado Department of Transportation (CDOT), the Regional Transportation District (RTD), the City of Westminster and the City of Northglenn, Colorado for the I-25 and 120th Avenue Bridge Replacement Project, as attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this 11th day of November, 2004.


KATHLEEN M. NOVAK
Mayor

ATTEST:


DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:


HERBERT C. PHILLIPS
City Attorney

CONTRACT

THIS CONTRACT is made this **11th day of January, 2005**, by and between the State of Colorado for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION (hereinafter, either "CDOT" or the "State"), the CITY OF WESTMINSTER (hereinafter, "Westminster"), 4800 West 92nd Avenue, Westminster, CO 80031, FEIN: 846000726, the CITY OF NORTHGLENN (hereinafter, "Northglenn"), 11701 Community Center Drive, Northglenn, CO 80233, FEIN: 840592083, and the REGIONAL TRANSPORTATION DISTRICT (hereinafter, "RTD"), 1600 Blake Street, Denver, CO 80202, FEIN: 840597392. Westminster, Northglenn, and RTD are, collectively, hereinafter referred to as the "Local Agencies," and, together with CDOT, collectively referred to as the "Parties."

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 Agencies' costs in Fund Number 400, Appropriation Code 010, Organization 9991, Program 2000, Function 3301, Phase C, Object 2312 1P, Reporting Category 6240, Contract Encumbrance Number 13622, (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 and 29-1-203 C.R.S., as amended from time to time, the State may contract with Local Agencies to provide construction and maintenance of highways that are part of the state highway system or that are part of the Local Agencies' road systems.
4. The Local Agencies anticipate the design and construction entailed in CDOT's bridge-reconstruction Project, IM 0253-073 (13622), which includes, inter alia ("among other

things”), the following: replacing the existing structure E-17-HE; lowering I-25 north and south of the existing structure; shifting NW and SW ramps westerly to provide for more storage length; raising and widening 120th Ave at bridge approaches; retaining walls; drainage structures; lighting; traffic signals; and other ancillary work. The Project is located at the I-25 and 120th Avenue Interchange (hereafter, the “Interchange”) in Adams County, Colorado.

5. The Local Agencies recognized that CDOT’s Interchange-reconstruction plans for the Project excluded certain Interchange enhancements and upgrades (hereafter, “additional features”) desired by the Local Agencies.
6. CDOT has agreed to incorporate those additional features in its Interchange-reconstruction plans.
7. The purpose of this Agreement is: 1) to arrange for payment by the Local Agencies for the additional features; 2) to allocate duties among the Local Agencies and CDOT for the Pre-construction and Construction Administration duties related to the reconstruction of the Interchange, including the additional features; and, 3) to allocate the duties among the Local Agencies and CDOT for the on-going maintenance of the Interchange, including the additional features.
8. The Parties recognize that by the date of execution of this contract, the Parties will have initially agreed upon the features of the Interchange-reconstruction, including the additional features. The Parties also recognize the Interchange-reconstruction “Scope of Work” may undergo revision on the basis of the Parties’ review processes.
9. The Parties further recognize that the instant Agreement’s Scope of Work (Exhibit “A,” attached) (hereafter, the “Work”) necessarily correlates to the separate Scope of Work of the Interchange-reconstruction Project, as it may have been revised, including the additional features.
10. The Local Agencies desire that the State share in the design, construction, and administration services for the Local Agencies’ additional features made a part of the State’s Interchange-reconstruction Project, and also share in the eventual maintenance responsibilities for the reconstructed Interchange.
11. The Local Agencies will make funds available in 2004 and 2005 for the additional features and to reimburse CDOT for its Work efforts.

12. The Local Agencies have estimated the total cost of the Work and are prepared to provide their portions of the funding required for the Work as evidenced by the appropriate ordinances or resolutions (Exhibits "B" (Westminster), "C" (Northglenn), and "D" (RTD)) (attached hereto and made a part hereof), each duly passed and adopted by the authorized representatives of the Local Agencies to expressly authorize each Local Agency to enter into this contract and to expend its funds for the Work.
13. This contract is executed by: 1) all Parties under the authority of § 29-1-203, C.R.S. 1973, as amended from time to time; 2) the State under the authority of §§ 43-2-101(4)(c), 43-1-110, 43-1-116, 43-2-102, 43-2-103, C.R.S. 1973, as amended from time to time; 3) Westminster under its Ordinance/Resolution (Exhibit "B"); 4) Northglenn under its Ordinance/Resolution (Exhibit "C"); and, 5) RTD, under authority of § 32-9-119, C.R.S. 1973, as amended from time to time, and pursuant to the delegation of authority in Resolution No. 7, Series of 1990 (Exhibit "D")

NOW, THEREFORE, it is hereby agreed that:

I. PROJECT DESCRIPTION

"The Work" of the instant contract, as further detailed below and in Exhibit "A," shall consist of: 1) the Parties' Pre-construction and Construction Administration Responsibilities respective to the design and construction of certain additional features, which include, inter alia ("among other things"), utility relocation, bridge architectural enhancements and landscaping, e.g., ornamental fence railings, architectural finishes to the bridge rail and abutment walls, streetscape at sidewalks, and extension of eastbound 120th Avenue auxiliary lanes located in the Interchange area; and, 2) the Parties' landscape and hardscape Maintenance Responsibilities respective to the Interchange.

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

Each Party shall be responsible to perform and/or pay for those tasks related to the Work, as more particularly set out below and in Exhibit "A," attached. The Party responsible for any given task shall perform all necessary efforts to fulfill such task in accordance with applicable requirements and standards, including those in this contract and in applicable law.

IV. PROJECT FUNDING PROVISIONS

A. The State has estimated the total cost of the Work to be \$479,188.00, which is to be funded as follows:

1. City of Northglenn	\$ 49,750.00
2. City of Westminster	\$377,938.00
3. Regional Transportation District	<u>\$ 99,500.00</u>
Total Funds:	\$479,188.00

B. The maximum amount payable to the State under this contract shall be \$479,188.00; provided however no local agency shall be liable for more than its itemized share without written amendment to this agreement; 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 revision (in accord with the procedure in the previous sentence) agreeable to the Parties prior to bid and award.

V. PROJECT PAYMENT PROVISIONS

A. The Local Agencies will reimburse the State for incurred costs relative to the Project following the Local Agencies' review and approval of such charges, subject to the terms and conditions of this contract.

B. If the Local Agencies are 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 Agencies will remit to CDOT the amount billed no later than thirty (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 among the Parties hereto, the Local Agencies agree that at the request of CDOT, the State Treasurer may withhold an equal amount from future apportionments due the Local Agencies 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 Agencies fail to make timely payments to CDOT as required by this section (within forty-five (45) days after the date of each bill), the Local Agencies 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 AND LOCAL AGENCIES' LIASIONS

CDOT will provide liaison with the Local Agencies through CDOT's Region Director, Region 6, 2000 S. Holly Street, Denver, Colorado, 80222 (303) 757-9459. 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 among representatives of

the State's Transportation Region 6 and the Local Agencies. Until changed by notice in writing, all such notices and communications shall be addressed as follows:

If to the State:

John Schwab
CDOT Region 6
3401 Quebec St., Ste. 8000
Denver, Colorado 80207
(303) 370-2050

If to the City of Northglenn:

Trent Marshall
City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233
(303) 450-8835

If to the City of Westminster:

Dave Downing
City of Westminster
4800 West 92nd
Westminster, Colorado 80031
(303) 430-2400, Ext. 2116

If to the Regional Transportation District:

Cory Granrud
Regional Transportation District
1600 Blake Street
Denver, Colorado 80202
(303) 299-2428

B. DESIGN

1. The State shall be responsible for the design of the Project IM 0253-173 with the exception of the landscaping and non-structural architectural design enhancements for the bridge at I-25 and 120th Ave., which are to be the responsibility of the Local Agencies, as further discussed in Section VII, below.
2. 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 responsible Party (either the Local Agencies or CDOT) for the Plans/design 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. 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.
- c. Prepare special provisions and estimates in accordance with the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
- d. Stamp the Plans produced by a Colorado Registered Professional Engineer.
- e. The responsible Party will afford the other Parties ample opportunity to review the Plans, which shall be considered final when approved and accepted by the Parties hereto.
- f. Provide final assembly of the Plans and contract documents.
- g. Be responsible for the Plans being accurate and complete.
- h. If the Local Agencies are the responsible Parties, they may enter into a contract with a consultant to do all or any portion of the Plans and/or of the construction administration.
- i. Following award of the construction contract(s) for the Project, no further change shall be made in the Plans except by agreement in writing among 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

The State is responsible for the majority of the construction/construction administration of the Project, except as provided otherwise herein for certain of the additional features. The State, or other responsible Party, in coordination with the State, shall comply with the following requirements as applicable:

1. Administer the construction of the Project in accordance with Exhibit “A.” Such administration shall include, inter alia (“among other things”): 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.

2. The State shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration on behalf of the State and in coordination with the other Parties engaged in any portion of the Construction/Construction Administration. The SAPE shall administer the Project in accordance with the instant agreement, with the requirements of the construction contract, and with applicable State procedures.

3. If bids are to be let for the construction of the Project, the State shall (in conjunction with the Local Agencies) advertise the call for bids and (upon concurrence by the Local Agencies) 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.

b) The Local Agencies have the option to concur or not concur in the proposal of the low bidder for work on which competitive bids have been received. The Local Agencies must declare their concurrence or non-concurrence at the award conference or within three (3) working days after said bids are publicly opened, whichever occurs later.

c) CDOT shall provide each Local Agency with an itemized list of its costs in accordance with Exhibit A. By indicating their concurrence in such award at the award conference, the Local Agencies acting by or through their duly authorized representatives, agree to provide additional funds, subject to their availability and appropriated for that purpose, if required to complete the Work under this Project or to request elimination of portions of the Work to remain within the apportioned and approved funds for the Work.

4. The State will perform a final Project inspection as a Quality Control activity prior to Project acceptance. When all Project work has been satisfactorily completed, the State will sign the FHWA form 1212.

D. UTILITIES

The State will be responsible for obtaining the proper clearances or approvals 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.

As more particularly described in Exhibit "A," Northglenn shall be responsible for the design and construction to relocate the City of Northglenn lift station and fire hydrant located near the Conoco gas station entrance. The cost of this effort shall be included as a portion of the Local Agencies' participation in the extension of the eastbound 120th Avenue auxiliary lane.

E. MAINTENANCE

1. The State shall be responsible for maintenance of certain aspects of the Interchange, as more particularly described in Exhibit "A," including the structural maintenance of the bridge at I-25 and 120th Ave. and for the non-painting maintenance for the traffic signals, which the State shall install at the intersection I-25 on-off ramps and 120th Ave.
2. Each responsible Local Agency, as more particularly set out in Exhibit "A," will maintain in a satisfactory condition and operate the respective improvements constructed under this contract, at its own cost and expense during the useful life of the particular improvement, 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 each Party's obligations to maintain such improvements.

VII. LOCAL AGENCY COMMITMENTS

A. DESIGN

1. The Local Agencies shall be responsible for the design of the landscaping and non-structural architectural design enhancements for the bridge at I-25 and 120th Ave.
2. The requirements listed in Section VI.B.2 shall be applicable to the Local Agencies portion of the design.

B. HARDSCAPE MAINTENANCE

The features of Hardscape maintenance responsibility appear in Exhibit "A." Each Local Agency shall, at its own cost and expense, maintain, operate, and make ample provision each year for the maintenance of its respective Hardscape improvements, constructed under the instant agreement, during their useful life. CDOT shall maintain at its own cost and expense the Ramps onto and off of the Interchange, the I-25 mainline, roadway shoulders and median barriers and the roadway surface for State Highway 128 during their useful life.

Such maintenance and operations shall be in accordance with all applicable statutes and ordinances, and regulations promulgated thereunder, which define the Local Agencies' obligations to maintain such improvements. CDOT will make periodic inspections of the Project to verify that such improvements are being adequately maintained. CDOT will maintain the Ramps from asphalt line to asphalt line, which will include patching, paving, striping and guardrail repair.

C. LANDSCAPE MAINTENANCE

1. The respective Local Agencies shall provide standard maintenance, including, but not limited to as-needed repairs, replacement, painting and graffiti removal with respect to any new decorative landscape retaining walls and City/County signs, at no cost to the State.
2. The respective Local Agencies shall, regardless of the time of the year, at their own expense, provide as-needed sidewalk and bike path sweeping and snow and ice removal from all sidewalks and bike paths within the Interchange as shown in Exhibit "A."
3. The respective Local Agencies shall, as soon as possible, at their own expense, repair any damage resulting from their maintenance activities of adjacent structures such as retaining walls, or landscaped features.

4. The State shall have no responsibility to sweep or remove snow or ice from sidewalks or bike paths in the Interchange area. The State shall also have no responsibility to repair damage to adjacent structures as a result of the Local Agencies' maintenance activities.
5. The State reserves the right to determine whether the Local Agencies have conformed to their respective Landscape and Hardscape Maintenance obligations under the terms of this contract. The State will notify the Local Agencies in writing of any deficiency in their work. In the event that the Local Agencies receive notice of any deficiency in their Landscape Maintenance or of any damage to any adjacent structure as a result of the Local Agencies' maintenance activities, the Local Agencies shall take action as soon as possible, but not later than 30 working days after such notice to correct the deficiency, to repair any damage, and to protect the safety of the traveling public. The State reserves the right to correct the deficiency or to repair any damage, and to bill the Local Agencies for such work in the event the Local Agencies, for any reason, do not, or cannot correct the deficiency or repair the damage within 30 working days, or do not demonstrate that action satisfactory to correct such deficiency or repair any damage has been commenced and will be completed in a timely manner, or do not otherwise demonstrate that no deficiency or damage exists. The Local Agencies will be deemed to have received the necessary notice of a deficiency or of damage whenever they receive actual notice from the State, from another governmental entity, from a member of the public, or from an attorney of the Local Agencies.
6. The Local Agencies, through their employees, agents, and assigns shall, during the term of this agreement, be permitted to enter upon the Interchange for the purpose of performing the maintenance activities. Local Agencies shall use reasonable efforts to restrict access to the Interchange to only those persons and to that equipment necessary to perform the work described in this agreement. The Local Agencies shall not use the I-25 mainline roadway as a means of ingress or egress to perform any Landscape Maintenance task in the Interchange. The Local Agencies shall access the I-25 Right-of-Way from the city street and Interchange Ramps.
7. The Local Agencies shall require any contractors/subcontractors, consultants or agents (hereinafter referred to collectively as "contractors") performing Landscape Maintenance for the Local Agencies under this agreement to maintain at all times and at said

contractors' sole expense, general liability insurance, in the amount of at least \$1,000,000.00 per occurrence, which amount may be in effect as of the date of execution of any contract, but which amount shall be adjusted from time to time to take into consideration the changes in value of money and the changes in the financial risks for which the insurance is being carried. Such insurance shall be written by companies of recognized financial standing which are authorized to do insurance business in the State of Colorado. All insurance maintained pursuant to this paragraph shall name the State as an additional insured, and shall provide that no cancellation or reduction thereof shall be effective until at least thirty (30) days after receipt by the State of written notice thereof. The Local Agencies shall, upon request, furnish the State with certificates of such insurance.

8. The Local Agencies acknowledge and agree that the State may, in the future, expand the I-25 corridor, and in the event of such expansion, the landscaped features and other improvements being maintained by the Local Agencies may be modified by the State, at the State's expense. In the event of such modification, addition to, or demolition of the I-25 corridor by the State, the State shall provide to the Local Agencies, at least 180 days prior to the commencement of any such activities, written notice, which shall include specific descriptions of the impact of such activities upon the landscaped features. The State and Local Agencies mutually agree to fully cooperate with one another and to take all steps necessary to coordinate the activities to be performed by the State so as to minimize the impact upon and damage to the landscaped features and other improvements installed in the Interchange and to maximize the salvage and preservation of the landscaping and other improvements to the Interchange during such work to be performed by the State. At the Local Agencies' option, the Local Agencies may remove any materials, artwork or growing stock located in such landscaped areas, provided that such removal occurs during the 180-day notice period.
9. As part of any future State work that impacts the Interchange landscaping, the State shall protect all Landscape beyond the work limits and shall restore all disturbed landscape between the work limits and the new edge of pavement to its condition immediately proceeding the State's work. The State shall also replace in kind, any landscaping damaged beyond the work limits. If the State does not restore or replace in kind all

disturbed landscaping with 30 days of the completion of the State's work, or other mutually accepted date, the Local Agencies reserve the right to restore the landscaping and to bill the State for such work.

D. RIGHT OF WAY

"The Work" includes right of way acquisition and/or relocation; the Local Agencies shall comply with the following requirements, as applicable:

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.

VIII. GENERAL PROVISIONS

A. This contract may be terminated as follows:

(1) Termination for Cause.

(a) 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 under this contract, the Local Agencies shall thereupon have the right to terminate this contract for cause by giving written notice to CDOT of their intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. Notwithstanding the above, the Local Agencies 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 Agencies. 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) The State shall be entitled to terminate this agreement at any time that the Local Agencies default upon this agreement and fail to cure such default within the cure period set forth in Section VII, Subsection C, Paragraph 7 above.

(2) Termination for Convenience. Subject to the condition that in the event that the Project is to be bid, this contract may not be terminated for convenience following the award of any construction contract, the Local Agencies may terminate this contract at any time the Local Agencies determine that the purpose of the distribution of funds under the contract would no longer be served by completion of the Project. A Local Agency shall effect such termination by giving written notice, to both CDOT and the other Local Agencies, of the termination at least (90) days before the effective date of such termination.

(3) Termination Due to Loss of Funding. The Parties hereto agree that this contract is contingent upon all funds designated for the Project herein being made available from Local Agencies' and State sources, as applicable. In the event that funds sufficient to enable the Local Agencies' or CDOT's performance of their obligations hereunder are not appropriated by the Local Agencies' governing bodies or otherwise become unavailable to the Local Agencies or to CDOT, this agreement may be amended, or it may be terminated upon at least thirty (30) days written notice to CDOT and the other Parties. The Parties recognize that any such termination by any Party shall not relieve that Party of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

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 Agencies.

C. This contract is subject to modifications as may be required by changes in federal or State law, or implementing regulations. Any such required modification shall automatically be incorporated into and be a part of this contract on the effective date of such changes as if fully set forth herein. No other modifications of this contract shall be effective unless agreed to in writing by all Parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

D. To the extent that the 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 thereof 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 among the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect 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 Agencies represent and warrant that they currently have 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 Agencies' obligations under this contract. The Local Agencies further covenant that, in the performance of this contract, they 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 the Local Agencies.

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 receive services or benefits under this contract is deemed to be an incidental beneficiary only.

K. The Local Agencies assure and guarantee that they possess the legal authority to enter into this contract. The Local Agencies warrant that they have taken all actions required by their procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize their undersigned signatories to execute this contract and to bind the Local Agencies to its terms. The person(s) executing this contract on behalf of the Local Agencies warrant that they have full authorization to execute this contract.

L. Notwithstanding any other term or condition of this contract, it is expressly understood and agreed that the obligation of the Local Agencies for all or any part of any payment obligations set out herein, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated for the purpose of this contract by the Local Agencies and paid into the Treasury of the Local Agencies. The State acknowledges that (i) the Local Agencies do not by this contract irrevocably pledge present cash reserves for contingent payments in future fiscal years, and (ii) this contract

is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Local Agencies. The Local Agencies shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agencies' governing law.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

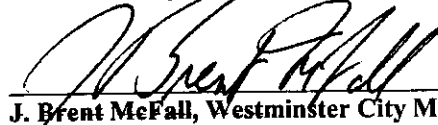
CONTRACTOR:

CITY OF WESTMINSTER

Legal Name of Contracting Entity

846000726

Social Security Number or FEIN


J. Brent McFall, Westminster City Manager

Attest (Seal)

By:


City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY

By:


City Attorney

CONTRACTOR:

CITY OF NORTHGLENN

Legal Name of Contracting Entity


840592083

Social Security Number or FEIN


Kathleen Novak, Mayor

Attest (Seal)

By:


City Clerk and Recorder

APPROVED AS TO FORM:

CITY ATTORNEY

By:


City Attorney

STATE OF COLORADO:

BILL OWENS, GOVERNOR

By:


For Executive Director

Department of Transportation

LEGAL REVIEW:

KEN SALAZAR, ATTORNEY GENERAL

By:

CONTRACTOR:

REGIONAL TRANSPORTATION DISTRICT

Legal Name of Contracting Entity

840597392

FEIN (FET)


Cal Marsella, General Manager

APPROVED AS TO LEGAL FORM FOR
REGIONAL TRANSPORTATION DISTRICT

BY:


LEGAL COUNSEL

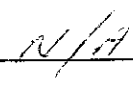
ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

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:

LESLIE M. SHENEFELT

By:



Date:

Effective Date: July 1, 2004

EXHIBIT A

SCOPE OF WORK

The Scope of Work is divided into the following three segments:

Segment 1, Pre-construction and Construction Administration Responsibilities

Segment 2, Maintenance Responsibilities

Segment 3, Form 463, Design Data

The Scope of Work also incorporates the attached Interchange Diagram, entitled, “Areas of Maintenance, I-25/120th Ave. Bridge Replacement.”

SCOPE OF WORK, SEGMENT 1

PRE-CONSTRUCTION AND CONSTRUCTION ADMINISTRATION RESPONSIBILITIES

I. CDOT Pre-construction and Construction Administration Responsibilities:

IX. CDOT WORK FOR THE CITY OF WESTMINSTER

A. Construction Administration Only of:

Bridge architectural enhancements.

- (a) Ornamental pedestrian fence on bridge railings
- (b) Ornamental pedestrian fence on retaining wall railings
- (c) Specialty lighting

B. Both Construction and Pre-construction Administration of:

1. Bridge architectural enhancements.

(a) Architectural finishes to the bridge rail and abutment walls

2. Rustication of two retaining walls at the northwest corner of I-25 and 120th Ave.
3. All items related to the widening and extension of EB 120th Ave auxiliary lane, including ROW acquisition, from Melody Drive to the southbound I-25 on ramp other than the relocation of the lift station and the fire hydrant near the Conoco station.
4. Widening of WB 120th Ave west of bridge and an additional 1 ft to provide for an 7 ft sidewalk

X. CDOT WORK FOR THE CITY OF NORTHGLENN

A. Construction Administration Only of:

1. MSE landscaping walls at the SW and SE corners of I-25 and 120th Ave

B. Both Construction & Pre-construction Administration of:

1. Widening of proposed 120th Ave bridge 2 ft to the south to provide for an 8 ft sidewalk.

2. Widening of EB 120th Ave additional 1 ft to provide for an 7 ft sidewalk in MSE landscape wall construction areas
3. All items related to the widening and extension of EB 120th Ave auxiliary lane, including ROW acquisition, from Melody Drive to the southbound I-25 on ramp other than the relocation of the lift station and the fire hydrant near the Conoco station

CDOT WORK FOR THE REGIONAL TRANSPORTATION DISTRICT

A. Both Construction & Pre-construction Administration of:

1. All items related to the widening and extension of EB 120th Ave auxiliary lane, including ROW acquisition, from Melody Drive to the southbound I-25 on ramp other than the relocation of the lift station and the fire hydrant near the Conoco station.
- XI. The portions of the total work for which RTD is responsible is set forth below:
(CDOT will provide an itemized listing of estimated quantities and associated cost)

II. Local Agencies' Pre-Construction Administration and Utility-relocation Responsibilities:

XII. WORK OF BOTH OF THE CITIES OF WESTMINSTER AND NORTHGLENN

A. Pre-construction Administration of:

1. Bridge architectural enhancements.
 - a) Ornamental pedestrian fence on bridge railings
 - b) Ornamental pedestrian fence on retaining wall railings
 - c) Specialty lighting
2. MSE landscaping walls at the SW and SE corners of I-25 and 120th Ave

WORK EXCLUSIVELY OF THE CITY OF NORTHGLENN

B. Utility Relocation:

1. Design and construction to relocate the City of Northglenn lift station and the fire hydrant located near the Conoco gas station entrance. The cost of this work shall be included as a portion of the Local Agencies participation in the extension of eastbound 120th Avenue auxiliary lane.

SCOPE OF WORK, SEGMENT 2

Maintenance Responsibilities

RESPONSIBILITIES OF THE CITY OF NORTHGLENN

Hardscape Maintenance

120th Avenue
Lighting
City Signs

Landscape Maintenance

Trash Removal (Does not include the infield area between the ramps and the I-25)
Landscape Retaining Walls
Repairs, replacement, painting and graffiti removal
Sidewalks/bike paths
Sweeping
Snow and ice removal
Repair and replacement
Pedestrian Fence

RESPONSIBILITIES OF THE CITY OF WESTMINSTER

Hardscape Maintenance

120th Avenue
Lighting
City Signs

Landscape Maintenance

Trash removal (Does not include the infield area between the ramps and the I-25)
Landscape Retaining Walls
Repairs, replacement, painting and graffiti removal
Sidewalks/bike paths
Sweeping
Snow and ice removal
Repair and replacement

RESPONSIBILITIES OF CDOT

Hardscape Maintenance

Bridge structure and deck

Maintenance

Repair

Replacement

Bridge Rail

I-25 Mainline and shoulders

Northbound and Southbound ramps (asphalt line to asphalt line)

Includes: patching, paving, striping and guardrail

Signs

Median barriers

Landscape Maintenance

None

RESOLUTION

RESOLUTION NO. **68**

SERIES OF 2004

INTRODUCED BY COUNCILLORS

David - Vitman

A resolution of the City Council of the City of Westminster approving an Intergovernmental Agreement between the City of Westminster and The Colorado Department of Transportation (CDOT) for the construction and maintenance of the improvements to be constructed by CDOT at the Interchange at I-25 and 120th Avenue.

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Section 29-1-201, et seq., and 29-20-205 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the agreement identifies the City's share of costs and the City's maintenance responsibilities associated with CDOT's replacement of the bridge that carries 120th Avenue over I-25.

NOW, THEREFORE, be it resolved that the Westminster City Council resolves:

1. That the agreement between the City of Westminster and the Colorado Department of Transportation pertaining to the construction oversight and maintenance of the I-25/144th Avenue Interchange, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved
2. That the City Manager is hereby authorized to execute and the City Clerk to attest the attached agreement

Passed and adopted this 25th day of October, 2004.

ATTEST:

Nancy McCall
Mayor

Michelle Keller
City Clerk