



COLORADO

Department of Transportation

Statewide Bridge Enterprise

4201 E. Arkansas Ave.
Denver, CO 80222

MEMORANDUM

TO: Bridge Enterprise Board of Directors
FROM: Joshua Laipply, PE - Chief Engineer
Scott McDaniel, PE - Director of Project Support
DATE: October 20, 2016
SUBJECT: Ratification of the Grand Avenue Bridge Maintenance IGA

Purpose:

This memorandum summarizes the terms of the Maintenance Intergovernmental Agreement (IGA) executed between the Colorado Bridge Enterprise (CBE) and the City of Glenwood Springs (COGS or Local Agency) dated December 17, 2015. The Maintenance IGA is associated with the State Highway 82 Grand Avenue Bridge Replacement Project, currently in progress.

Action:

The CBE staff requests the CBE Board of Directors (BOD) ratify the Maintenance IGA at the November CBE Board meeting. Upon ratification, the CBE will be able to implement the terms of the IGA in adherence with state statutes.

Background & Details:

During the pre-construction phase of the State Highway 82 Grand Avenue Bridge Replacement Project, the Construction Management/General Contractor (CM/GC) team determined that critical utilities that reside on the existing State Highway 82 vehicular bridge would need relocation to enable construction of the new State Highway 82 vehicular bridge. During the CM/GC process, various options were considered from an economic, environmental, construction phasing, and pedestrian/ADA mobility standpoint. After considerable analysis and stakeholder input, the option to replace the existing pedestrian bridge with a new pedestrian bridge capable of carrying the relocated utilities was selected.

During the design phase of the pedestrian bridge, it became apparent to CDOT and CBE that the ability to efficiently maintain a pedestrian bridge of this size that includes features such as elevators, limited access for equipment, etc. was a major concern and may expose CDOT and CBE to significant long term maintenance costs and excessive liabilities. Additionally the inclusion of many of these features may strain the budget allocated for the project. Staff chose to address these issues in the following ways:

1. Limit pedestrian bridge scope increases by conducting a project cost savings workshop to identify features that can be eliminated or modified.
2. Seek project financial participation by the stakeholders offsetting CBE's financial obligation to the new pedestrian bridge. Contributions to the project from the various stakeholders were outlined in individual funding IGAs and are summarized in the table below.



Table 1: Summary of Pedestrian Bridge Funding Sources

Local Utility Contribution (Combined)	\$1,492,960
City of Glenwood Springs	\$2,000,000
Garfield County	\$ 3,000,000
Eagle County	\$300,000
FASTER Bridge Enterprise	<u>\$5,563,392</u>
Total Pedestrian Structure Direct Construction Cost	\$12,356,352

3. After completion of the pedestrian structure, CBE would transfer maintenance responsibilities and ownership of the pedestrian bridge and underpass to the City of Glenwood Springs.

The terms for the ownership transfer are found in Recital #5 of the IGA. The entire IGA requires CBE Board of Directors ratification since it will grant a CBE asset constructed with the contribution of approximately \$5.56M of CBE funds to the Local Agency exceeding the statutory limit of \$750,000 (CRS 43-1-110(4)). The document that will execute the ownership transfer is a Bill of Sale (see attached).

Key Benefits:

Ratification of this IGA will:

- Combine the requirement to build a sole purpose utility bridge structure across the Railroad, Colorado River, and I-70 with the replacement of a pedestrian bridge that was nearing the end of its service life.
- Transfer snow and ice removal responsibilities to the Local Agency for the estimated 75 year service life of the pedestrian bridge.
- Transfers maintenance of the stairs, railings, concrete deck, pedestrian underpass tunnel and various aesthetic features for their entire service lives to the Local Agency.
- Transfer maintenance and replacement responsibilities of the dual outdoor elevators and appurtenances with an estimated service life of 20 years to the Local Agency.
- Resolves liability associated with potential ADA access issues.
- Resolves liability associated with potential vandalism and associated clean up.
- Does not request additional funding or change funding already approved for the project.

Next Steps:

Upon ratification of the IGA by resolution at the November CBE Board meeting, CBE will proceed with the ownership transfer of the pedestrian bridge to the City of Glenwood Springs at time of completion via the Bill of Sale.

Attachments:

- Maintenance IGA between CBE and City of Glenwood Springs
- Draft Bill of Sale
- Draft BE Resolution 16-11-XX



CONTRACT

THIS CONTRACT is made this 17th day of December 2017 by and between the State of Colorado for the use and benefit of the Colorado Bridge Enterprise, a wholly owned subsidiary of the Colorado Department of Transportation (“State” or “CBE”), and City of Glenwood Springs, 101 W. 8th Street, Glenwood Springs, Colorado, 81601, CDOT Vendor #: 2000025 hereinafter referred to as the “Local Agency”, the State and the Local Agency together shall be referred to as the “Parties.”

RECITALS

1. Required approval, clearance and coordination have been accomplished from and with FHWA, the State, the Colorado General Assembly and such other entities which approve or clear the project.
2. The parties desire to enter into this Contract to delineate each ones responsibilities for maintenance for the pedestrian tunnel and project construction responsibilities; detailed in **Exhibit A**;
3. The State and the Local Agency have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 CRS, as amended, and in applicable ordinance or resolution duly passed and adopted by the Local Agency, to enter into this Contract with the Local Agency for the purpose of maintaining the SH82 Grand Avenue Bridge Pedestrian Tunnel and adjacent Pedestrian Bridge (“the pedestrian tunnel/underpass”) as hereinafter set forth; and
4. The Parties have the resources to perform the desired maintenance for pedestrian tunnel, once completed. The resources provided by the City of Glenwood Springs are subject to the City’s annual appropriations.
5. CDOT shall upon completion and acceptance of the Pedestrian Bridge by the State, FHWA, and the City transfer the new Pedestrian Bridge, including but not limited to the structure, decking, approaches, elevators and other components of the Pedestrian Bridge to the City. CDOT shall also assign to the City all warranties and rights that may affect the Pedestrian Bridge and its various appurtenances, including but not limited to materials and workmanship warranties and shall have any bonds or other security which survive the acceptance of the Project guaranteeing the performance, payment or warranties associated with the Pedestrian Bridge. CDOT shall also transfer via quit claim deed any real property or transfer via easement deed any easements which have been obtained, used or are otherwise necessary for the use and maintenance of the Pedestrian Bridge and shall assign to the City for the City’s benefit such title policies and insurance as it may have obtained related to the Pedestrian Bridge.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

CDOT has established a project for the SH82 Grand Avenue Bridge and Pedestrian Bridge that will include the demolition and reconstruction of the SH 82 Grand Avenue Bridge (F-07-A) and the deconstruction, removal and stockpiling of the existing pedestrian bridge superstructure and construction of a new pedestrian bridge adjacent to the SH 82 Grande Avenue Bridge, including ADA compliant connectivity. The Local Agency and the State will be responsible for maintaining various improvements and areas on and around the SH82 Grand Avenue Bridge.

CDOT shall provide on or before July 27, 2015 a 90% Plan Set. City shall on or before September 3, 2015 provide written approval of such 90% Plan Set.

The parties agree that during the course of the design and construction of the GAB the parties shall confer on a regular basis. The City reserves and CDOT acknowledges those items listed on **Exhibit A.D** are material to the City and any changes to those items must be approved by the City, which approval shall take not more than 10 business days from submittal, unless a shorter period is required for safety critical items. In the event changes are made without City approval the City shall have the right to amend or terminate this Agreement.

In the event that the Funding IGA or Joint Use Agreement is terminated the City may amend or terminate this Agreement.

Section 2. Order of Precedence

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

1. Special Provisions contained in Section 21 of this Contract
2. This Contract
3. **Exhibit A** (Scope of Work)

Section 3. Term

This Contract shall be effective upon approval of the Local Agency and the Chief Engineer. The term of this Contract shall run in perpetuity or until it is modified or terminated in writing by one or both parties.

Section 4. State and Local Agency Commitments

A. CDOT and the Local Agency shall be responsible for "highway maintenance and operations" for specific structure and highway segments described herein. Such responsibilities are detailed in **Exhibit A**.

B. CDOT and the Local Agency shall perform maintenance and operations under this Contract in accordance with State policies and procedures. ("Maintenance" does not include reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the Local Agency shall give the State immediate notice of the existence of any such conditions on the highways.)

C. CDOT and the Local Agency shall perform all maintenance and operations responsibilities on an on-going basis. CDOT and the Local Agency's performance of such responsibilities shall comply with the standards that are currently used by the State. Any standards/directions provided by the State's representative to the Local Agency concerning the maintenance and operations services shall be in writing.

D. The Local Agency shall perform maintenance and operations projects in accordance with the terms of this Contract.

Section 5. Permission to Enter

The State grants, bargains and conveys to the Local Agency and its agents permission to enter, occupy, then exit the State's ROW as necessary for the purpose of maintaining the areas, structures and facilities described in **Exhibit A** to ensure their proper working condition as provided herein. The Local Agency grants, bargains and conveys to CDOT and its agents permission to enter, occupy, then exit the Local Agency's ROW as necessary for the purpose of inspecting and maintaining to ensure their proper working condition as provided herein.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the maintenance and operations plans under this Contract. Upon written request the Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State to inspect the project and to inspect, review and audit maintenance and operations project records.

Section 7. Termination Provisions

Either party may terminate this Agreement at any time upon ninety (90) days written notice to the other party provided however, that upon completion and acceptance of the pedestrian tunnel/underpass by the State, FHWA, and the City, the City's maintenance obligations identified on Exhibit A related to the maintenance of the pedestrian tunnel/underpass under SH 82 in North Glenwood may only be terminated upon mutual agreement of the parties.

Section 8. Legal Authority

Both Parties hereto warrant that they possess the legal authority to enter into this Contract and that they have taken all actions required by their respective procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatories to execute this Contract and to bind their respective entities to its terms. The person(s) executing this Contract on behalf of each Party warrants that such person(s) has full authorization to execute this Contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 3, 222 South 6th Street, #308, Grand Junction 81501. Said Region Director will also be

responsible for coordinating the State's activities under this Contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 6 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State:

Region Transportation Director
CDOT Region 3
202 Centennial Street
Glenwood Springs, CO 81601
970-384-3334

If to the Local Agency:

City Manager
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601
970-384-6401

Section 10. Successors

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

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, §24-10101, *et seq.*, CRS, as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, the Local Agency and their respective departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, *et seq.*, CRS, as now or hereafter amended and the risk management statutes, §§24-30-1501, *et seq.*, CRS, as now or hereafter amended.

Section 13. Severability

To the extent that this Contract may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this Contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by both parties.

Section 16. Survival of Contract Terms

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

Section 17. Modification and Amendment

A. 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 provided above, no modification of this Contract shall be effective unless agreed to in writing by both Parties in an amendment to this Contract that is properly executed and approved in accordance with applicable law.

B. Either party may suggest renegotiation of the terms of this Contract, provided that the Contract shall not be subject to renegotiation more often than annually, and that neither Party shall be required to renegotiate. If the Parties agree to change the provisions of this Contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing.

Section 18. Disputes

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the Contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supersede other agreements

This Contract is not intended to supersede or affect in any way any other contract (if any) that is currently in effect between the State and the Local Agency for other "maintenance and operations services" on State Highway rights-of-way within the jurisdiction of the Local Agency.

Section 20. Sub-Local Agencies

The Local Agency may enter into a subcontract for any part of the performance required under this Contract, subject to advance written notice to the State. The State understands that the Local Agency may intend to perform some or all of the services required under this Contract through a Sub-contract. The Local Agency agrees not to assign this Contract without the express, written consent of the State which shall not be unreasonably withheld.

Section 21. Colorado Special Provisions apply to all Contracts except where noted in italics

- 1. CONTROLLER'S APPROVAL.** *CRS §24-30-202(1)*. This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. FUND AVAILABILITY.** *CRS §24-30-202(5.5)*. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 3. GOVERNMENTAL IMMUNITY.** No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, *CRS §24-10-101 et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- 4. INDEPENDENT LOCAL AGENCY.** Local Agency shall perform its duties hereunder as an independent Local Agency and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for

or otherwise provide such coverage for Local Agency or any of its agents or employees. Unemployment insurance benefits will be available to Local Agency and its employees and agents only if such coverage is made available by Local Agency or a third party. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Local Agency shall not have authorization, express or implied, to bind the State to any contract, liability or understanding, except as expressly set forth herein. Local Agency shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

5. **COMPLIANCE WITH LAW.** Local Agency shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Contract and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency shall not employ any person having such known interests.
10. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.** *[Not Applicable to intergovernmental contracts] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.*
11. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** *[Not Applicable to contracts relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental contracts, or information technology services or products and services] Local Agency certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Local Agency shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a*

Contract with a sub-Local Agency that fails to certify to Local Agency that the sub-Local Agency shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Local Agency (a) shall not use E-Verify Program or Department program procedures to undertake preemployment screening of job applicants while this Contract is being performed, (b) shall notify the sub-Local Agency and the contracting State agency within three days if Local Agency has actual knowledge that a sub-Local Agency is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a sub-Local Agency does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Local Agency participates in the Department program, Local Agency shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Local Agency has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Local Agency fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Local Agency shall be liable for damages.

- 12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Local Agency, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

**Section 22. SIGNATURE PAGE
THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

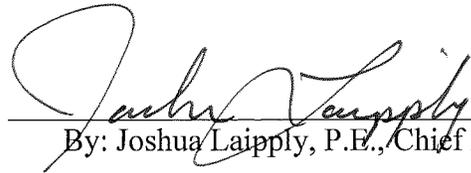
**THE LOCAL AGENCY
Glenwood Springs**

**STATE OF COLORADO
John W. Hickenlooper, GOVERNOR**

Print: MICHAEL GAMBIA

Colorado Bridge Enterprise
Shailen P. Bhatt, Executive Director

Title: MAYOR


By: Joshua Laipply, P.E., Chief Engineer


*Signature

Date: 9-17-2015

Date: 12/17/2015

2nd The Local Agency Signature if Needed

LEGAL REVIEW

Cynthia H. Coffman, Attorney General

Print: _____

By: NA
Signature - Assistant Attorney General

Title: _____

Date: _____

*Signature

Date: _____

EXHIBIT A – SCOPE

Maintenance and Construction Obligations

Project # FBR 0821-094 (18158)

Project # FBR 0821-105 (21122)

Project # NHPP 0821-104 (21116)

SH 82 Grand Avenue Bridge

A. Location

The referenced project is located in the City of Glenwood Springs in Garfield County, Colorado.

B. Structures

STATE responsibilities:

- Construction of a new SH 82 Vehicular Bridge and associated connectivity improvements as provided in the 90% Plan Set for the GAB Project approved by the City on or before September 3, 2015.
- Construction of a new 16 foot wide pedestrian bridge including an elevator building with two elevators, a backup electric generator, a utility room, glass windows, lighting, pedestrian railing and a set of stairs with a built-in bike channel.
- Deconstruction, removal and transport of the existing pedestrian bridge steel and truss superstructure to a location determined by the City within a 4 mile radius. Deconstruction and removal shall be in such a manner to allow for the reuse of the pedestrian bridge at another location.

City of Glenwood Spring's responsibilities:

All operations, repair and maintenance costs of the pedestrian bridge, and elevator building, and elevators.

C. Miscellaneous

City of Glenwood Spring's responsibilities:

- City will allow approximate 90-day bridge closure detour along Midland Avenue from I-70 Exit 114 to 8th Street, and 8th Street intersection east across the Roaring Fork River Bridge, during the GAB Project as included in the 90 % Plan Set as approved by the City.
- Will allow 8th Street to be used as a temporary detour route for SH 82 traffic when the existing Grand Avenue Bridge is closed.
- Will allow CDOT to construct permanent improvements on City property located at the northeast corner at the intersection of 8th Street and Midland Avenue with street and

sidewalk improvements, and the City shall be responsible for designating a parcel of their property as right-of-way.

- Will allow Colorado Avenue from 8th Street to 9th Street, and 9th Street from Colorado Avenue to Grand Avenue, be used as a temporary detour route for SH 82 traffic when the existing Grand Avenue Bridge is closed.
- Will allow 6th Street to be used as a detour for I-70 traffic during off-peak hours approximately 10 times when closures of I-70 are required to safely perform critical overhead work.
- Will allow closure of 7th Street to vehicular traffic between Colorado Avenue and Cooper Street when the existing Grand Avenue Bridge is closed.
- Will issue a Construction Work Noise Permit as allowed in the Cities' Municipal Code 100.070.030 for 24 hours/day, 7-days/week construction work when the existing Grand Avenue Bridge is closed.
- Will allow closure of River Street within CDOT Right of Way to be closed as needed to facilitate bridge construction.
- Will maintain water quality in-line diversion systems installed on the referenced project which are located in 7th Street, and between the I-70 Exit 116 westbound off-ramp and SH 82.
- Will maintain the pedestrian tunnel/underpass under SH 82 in North Glenwood. This includes snow and ice removal, lighting maintenance, graffiti removal, general cleaning and upkeep, etc.

STATE responsibilities:

- To complete the GAB in accordance with the 90 % Plan Set as approved by the City.
- Will develop *and implement* a Pedestrian Access and Mobility Plan for safe crossings of City Streets and SH 82 prior to the closure of the existing Grand Avenue Bridge.
- Will work with the City, County, Colorado State Patrol and other emergency services and law enforcement agencies on development of incident response plans prior to the closure of the existing Grand Avenue Bridge. Will provide uniformed traffic control and signage as necessary as determined jointly by the City and the State. Requests of the City's police department to augment would only be made during emergency situations or specific phases. Service cost would then be reimbursed to the City. At a minimum, weekly traffic control meetings would be held with the City during the period of full bridge closure to evaluate and revise problem areas (areas of extreme congestion or safety). Daily meetings may be necessary at the beginning of the closure, with construction phase changes or when new operations begin.
- Will provide responsive public information services and public information for the Grand Avenue Bridge project.
- Business access will be maintained as practically feasible during construction. If business owners feel they have been damaged by the project, an established claims process is in

place for the business owners to file damage claims.

- CDOT shall also provided a robust, real time and effective public information program regarding the Project including schedules and detour information.

D. Material Items

- Detours
- Pedestrian Bridge and enhancements
- Landscaping
- GAB Aesthetics
- Restrooms
- Pedestrian underpass
- Public Information

**EXHIBIT B (NOT APPLICABLE)
LOCAL AGENCY**

ORDINANCE or RESOLUTION

BILL OF SALE

GRAND AVENUE PEDESTRIAN BRIDGE

THIS BILL OF SALE is entered into by the State of Colorado, for the use and benefit of the Colorado Bridge Enterprise, a government-owned business within the Colorado Department of Transportation (“Transferor”) and the City of Glenwood Springs (“Transferee”).

IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, including Transferee’s prior Three Million Dollar (\$3,000,000) contribution toward the funding of the Grand Avenue Pedestrian Bridge and Transferee’s agreement to provide for the permanent maintenance of the Grand Avenue Pedestrian Bridge and its appurtenances, the receipt and sufficiency of which consideration is hereby acknowledged by Transferor, the Transferor SELLS AND DELIVERS to Transferee, the following property known and described as the GRAND AVENUE PEDESTRIAN BRIDGE:

A new 16 foot wide pedestrian bridge spanning the Colorado River within the City of Glenwood Springs including the structure, decking, approaches, elevator building with two elevators, a backup electric generator, a utility room, glass windows, lighting, pedestrian railing and a set of stairs with built-in bike channel.

TRANSFEROR WARRANTS: (1) that Transferor is the legal owner of the Grand Avenue Pedestrian Bridge and its appurtenances; (2) the Grand Avenue Pedestrian Bridge and its appurtenances are free and clear of all liens and encumbrances; (3) Transferor has full right and authority to sell and transfer the Grand Avenue Pedestrian Bridge and its appurtenances; (4) Transferor will defend the title of the Grand Avenue Pedestrian Bridge against any and all claims and demands of third parties; (5) Transferor will execute and deliver other documents and instruments and take other actions that may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Bill of Sale or to show the ability to carry out the intent and purposes of this Bill of Sale.

Transferee has been given the opportunity to inspect the Grand Avenue Pedestrian Bridge and its appurtenances and accepts it in its existing condition. Any and all warranties and rights affecting the Grand Avenue Pedestrian Bridge and its appurtenances relating to materials and workmanship have been or will be

separately assigned by Transferor to Transferee. This Bill of Sale shall be construed in accordance with the laws of the State of Colorado.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2017.

STATE OF COLORADO

COLORADO BRIDGE ENTERPRISE

Shailen Bhatt, Director

Witness Signature

DRAFT

**Colorado Bridge Enterprise
November 17, 2016**

Resolution #BE-16-11-XX

Ratification of the Grand Avenue Bridge Maintenance Intergovernmental Agreement

WHEREAS, the Colorado Bridge Enterprise (“CBE”) was created pursuant to Section 43-4-805, C.R.S., as an enterprise for purposes of section 20 of article X of the Colorado Constitution, and as a government-owned business within the Colorado Department of Transportation (“CDOT”), for the business purpose of financing, repairing, reconstructing, and replacing designated bridges, as defined in Section 43-4-803(10), C.R.S.; and

WHEREAS, CBE is currently undertaking the State Highway 82 (SH 82)-Grand Avenue Bridge Replacement Project, which generally consists of the removal and replacement of the SH 82 Grand Ave. vehicular and pedestrian bridge between sixth street and seventh street spanning the Railroad, the Colorado River, and Interstate 70 in Glenwood Springs, Colorado; and

WHEREAS, the replacement pedestrian bridge falls within the definition of a “designated bridge”, CRS 43-4-803(10), which includes “sidewalks or other infrastructure connected or adjacent to or required for the optimal functioning of the bridge”. In addition to pedestrian and bicycle traffic, the new pedestrian bridge will carry critical utility lines over the Railroad, Colorado River, and Interstate 70 which were formerly located on the old vehicular structure; and

WHEREAS, the replacement of the old pedestrian structure was necessary to carry utilities which otherwise would have required a separate utility structure. Therefore, the contribution of CBE funds is justified; and

WHEREAS, several local governments contributed substantial funding for the replacement of the Grand Avenue pedestrian bridge in Glenwood Springs. The CBE contributed significant state funding for the pedestrian bridge; and

WHEREAS, CBE is not suited to efficiently maintain a pedestrian bridge; and CBE has determined that local ownership and maintenance of the new pedestrian bridge is in the best interest of CBE because maintenance can be better accomplished by the City of Glenwood Springs; and

WHEREAS, CBE has determined the long term maintenance costs are greater or equal to the money that CBE spent to construct the structure, thereby justifying the transfer of the new pedestrian bridge to the City of Glenwood Springs; and

WHEREAS, CBE and the City of Glenwood Springs entered into the Grand Avenue Bridge Maintenance Agreement dated December 17, 2015 which provides for the City of Glenwood Springs to maintain the new pedestrian bridge; and

WHEREAS, consistent with the Maintenance Agreement, upon completion of the pedestrian bridge the CBE will transfer the pedestrian bridge to the City of Glenwood Springs, Colorado via a Bill of Sale for the consideration of \$10; and

NOW THEREFORE BE IT RESOLVED, the Board of Directors of the Colorado Bridge Enterprise hereby approves and ratifies the Grand Avenue Bridge Maintenance Intergovernmental Agreement (Routing# 16-HA3-XE-00010) submitted with this Resolution, which outlines the responsibilities of the CBE and the City of Glenwood Springs including maintenance commitments, pedestrian bridge ownership and transfer to the City of Glenwood Springs and further approves execution of the Bill of Sale which transfers the new pedestrian bridge from CBE to the City of Glenwood Springs upon completion of construction of the new pedestrian bridge.

Signed as of November 17, 2016

Herman Stockinger, Secretary
Bridge Enterprise Board of Directors

Date