

(State \$CDOTWRK)
PROJECT Barnum Park East as part of 18838
REGION 6/(JH/WMA)

Routing # 13 HAA 48277
SAP # 351000140
FOR CDOT TRACKING
PURPOSES (subject to change).

CONTRACT

THIS CONTRACT made this ___ day of _____ 2012, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and CITY AND COUNTY OF DENVER, DEPARTMENT OF PARKS AND RECREATION, 201 West Colfax Avenue, Denver, Colorado, 80202, CDOT Vendor #: 2000081 hereinafter referred to as the “Contractor” or the “Local Agency.”

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for the Project to be carried out by the State.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to §§43-2-103 and 43-2-112 CRS as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. The Local Agency desires to give part of Barnum Park East to the State for the US 6 Project, BR 0061-083 (18838). In return, the State agrees to make various improvements detailed in the Scope of Work, **Exhibit A**, referred to as the “Project” or the “Work” per the 2006 Valley Highway Environmental Impact Statement (EIS) and 2007 Record of Decision (ROD). Such Work will be performed in the City and County of Denver, Colorado.
5. The Local Agency and the State agree that the reconstruction of Barnum Park East and various improvements will not exceed \$4,000,000.00.
6. The State has funds available and desires to provide 100% of the work.
7. In a separate agreement, the Local Agency shall donate to the State the right-of-way needed for the Project from the Barnum East Park and Barnum North Park using a “friendly condemnation” process (CDOT and City and County of Denver, Department of Public Works Intergovernmental Agreement, Routing No. 13 HA6 47059).
8. The State and Local Agency agree that when the new Record of Decision is published, the scope of work for the Project may change to include and comply with any new mitigation requirements.
9. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, CRS.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Project or Work under this agreement shall consist of the Local Agency giving part of Barnum Park East to the State in exchange for improvements and reconstruction per the 2006 Valley Highway Environmental Impact Statement (EIS) and 2007 Record of Decision (ROD), and more specifically described in **Exhibit A**.

Section 2. Effective Date

The Effective Date of this Agreement shall be the date of signature of the CDOT Chief Engineer.

Section 3. Term of Agreement

The term of this Agreement shall begin on the date of execution by the Chief Engineer of the Colorado Department of Transportation, or his Designee. This Agreement shall terminate five (5) years from the date of execution, unless sooner terminated or extended upon written agreement by both Parties.

Section 4. Permission to Enter

The Local Agency grants, bargains and conveys to the State and its agents permission to enter, occupy, then exit the Local Agency's Right of Way in Barnum Park East, Barnum Park North and Barnum Park South as necessary for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining repairing or replacing facilities to ensure their proper working condition as provided herein.

Section 5. Utilities

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all such clearances have been obtained.

Section 6. Environmental Obligations

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

Section 7. Maintenance Obligations

The Local Agency will maintain and operate the improvements constructed under this contract at its own cost and expense during their useful life, in a manner satisfactory to the State. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Local Agency's obligations to maintain such improvements. The State

will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 8. Termination for Convenience

Either Party may terminate this Agreement at any time. Either of the Parties may terminate their participation in this Agreement by giving ninety (90) days' written notice to the other parties.

Section 9. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 10. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Reza Akhavan, Region 6, 2000 South Holly Street, Denver, Colorado 80222. 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 CDOT'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:

Kevin Sullivan

CDOT Region 6
Project Manager
2000 South Holly Street
Denver, Colorado 80222
(303) 972-9112

If to the Local Agency:

George Delaney

Chief Operation Officer
Denver Department of Public Works
Office of the Manager
201 West Colfax Avenue
Denver, CO 80202
720-865-8630

Laurie Danemiller

Manager, Parks and Recreation
Denver Department of Parks and Recreation
Office of the Manager
201 West Colfax Avenue
Denver, CO 80202

Section 11. Third Party Beneficiaries

The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable to enforce any provision of this Agreement.

Section 12. Entire Agreement

This Agreement embodies the entire agreement about its subject matter among the Parties and supersedes all prior agreements and understandings, if any.

Section 13. Modification of Terms and Conditions

This contract is subject to such modifications as may be required by changes in 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.

Section 14. Disputes

Should disputes or disagreements occur of any matter relating to the responsibilities identified in this Agreement, both the State and Local Agency shall collaborate to resolve the dispute. If the persons identified in Section 12 of this Agreement cannot achieve resolution within a thirty (30) day period, the matter shall be submitted jointly to the City and County of Denver's Mayor or his/her designee and CDOT's Chief Engineer for final resolution of the dispute. If the Mayor of the City and County of Denver and CDOT's Chief Engineer are unable to resolve the dispute within a thirty (30) day period, this Agreement will terminate. The Parties agree that participation in this administrative procedure shall be a condition precedent to initiation of litigation, except in the case of emergency or other conditions that entitle either Party to injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the foregoing alternative dispute resolution process will be required.

Section 15. Local Agency, State Not Agents of Each Other

It is expressly understood and agreed that the State and the Local Agency shall not in any respect be deemed agents of each other, but shall be deemed to each be an independent contractor.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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

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

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LOCAL AGENCY:

STATE OF COLORADO:

JOHN W. HICKENLOOPER, GOVERNOR

CITY AND COUNTY OF DENVER,
DEPARTMENT OF PARKS AND RECREATION

By Timothy J. Harris, PE, Chief Engineer
for Donald E. Hunt, Executive Director
Department of Transportation

2000018 _____
CDOT Vendor #

MICHAEL B. HANCOCK, Mayor

LOCAL AGENCIES:
(A Local Agency seal or attestation is required)

Attest (Seal) By: _____
Debra Johnson
Clerk and Recorder, Clerk of the City and County of Denver

APPROVED AS TO FORM:
City Attorney for the
CITY AND COUNTY OF DENVER

By: _____
Assistant City Attorney

RECOMMENDED AND APPROVED:

By: _____
Laurie Danemiller, Manager, Parks and Recreation

By: _____
George Delaney, Chief Operation Officer, Public Works

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

CONTRACT CONTROL NUMBER: _____

By: _____
Dennis Gallagher, Auditor

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
DAVID J. MCDERMOTT, CPA

By: _____

Date: _____

**Scope of Work
Barnum Park East, in relation to
US 6 Bridges Design-Build Project
BR 0061-083 (18838)**

The US 6 Bridges Design-Build Project (Project) replaces US 6 bridges over Bryant Street, the Platte River, I-25, and the Burlington Northern and Santa Fe Railway. The Project also includes the Federal Boulevard Interchange, with improvement limits from 5th to 7th Avenues, and the reconstruction of Barnum East Park and relocation of a portion of the hiking/biking trail in Barnum North Park as mitigation of the 4(f) impacts identified in the 2006 Valley Highway Environmental Impact Statement (EIS) and subsequent 2007 Record of Decision (ROD).

Additional measures to offset Section 4(f) impacts to Barnum East Park include:

- The construction of a bicycle/pedestrian bridge over US 6, west of Federal Boulevard, to improve access between Barnum South Park and Barnum North Park;
- Install landscaping and irrigation along the relocated trail;
- Maintain access to all recreational facilities and use areas in Barnum Park North;
- Provide detours and other appropriate accommodations for users of the trail during construction;
- Provide public notices of any closures or detour routes prior to construction onset;
- Reconstruct impacted portions of the large ball field in Barnum Park East;
- Replace existing facilities with new ones enhanced ADA accessibility at Barnum Park East;

A new Record of Decision that addresses the next phase of construction identified in the 2006 Valley Highway EIS and 2007 ROD is being prepared. This new ROD will address any environmental, parks properties or recreational facilities impacts, that have changed or been reduced since the 2006 Valley Highway EIS and 2007 ROD were published. When the new ROD is published, this scope of work may change to include and comply with any new mitigation requirements.

Staff from the Local Agency will participate in the development of Project working relationships and methods to resolve any differences to provide for:

- Details for the trail relocation in Barnum North Park,
- Details for reconstruction of Barnum East Park (note: the initial design will be completed by CCD Parks and Recreation as part a previously executed Intergovernmental Agreement),
- Replacement field considerations (i.e. temporary facilities while the park facilities are being reconstructed,
- Design –Build responsibilities and coordination

Also, as part of a separate agreement, the Local Agency shall contribute funding, donate to the State the right-of-way needed for the Project from the Barnum East Park and Barnum North Park using a “friendly condemnation” process.

Exhibit A

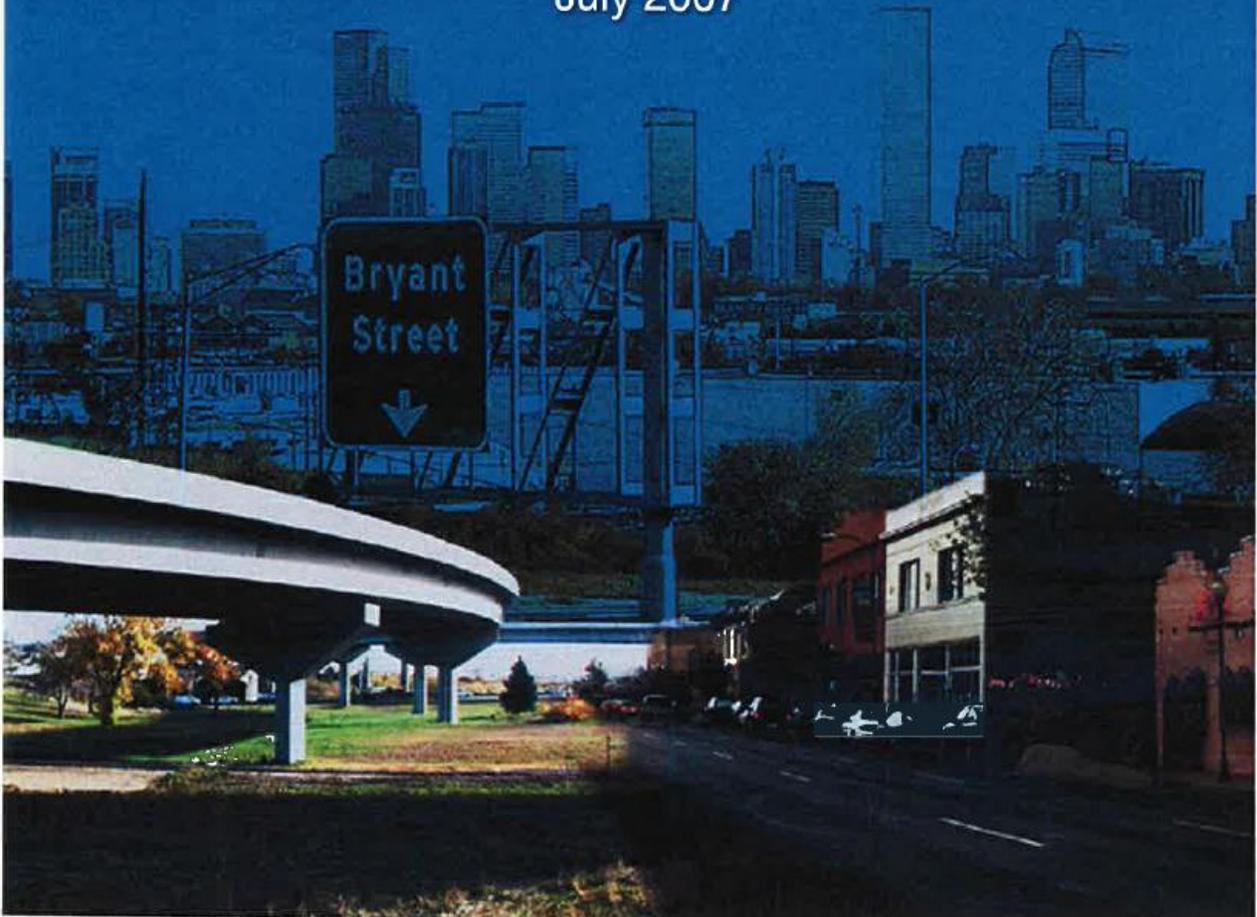
The Local Agency agrees that the total budget to reconstruct the park facilities and the pedestrian overpass shall not exceed \$4.0 million to be paid by the State. The Local Agency shall be responsible for costs associated with any temporary facilities while the park facilities are being reconstructed. Maintenance of these completed facilities shall become the responsibility of the Local Agency.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK



Record of Decision

Colorado Department of Transportation
Federal Highway Administration
July 2007



**I-25 VALLEY HIGHWAY
LOGAN TO US 6
DENVER, COLORADO**

**CDOT Project IM 0252-315
FHWA-CO-EIS-05-01-F**

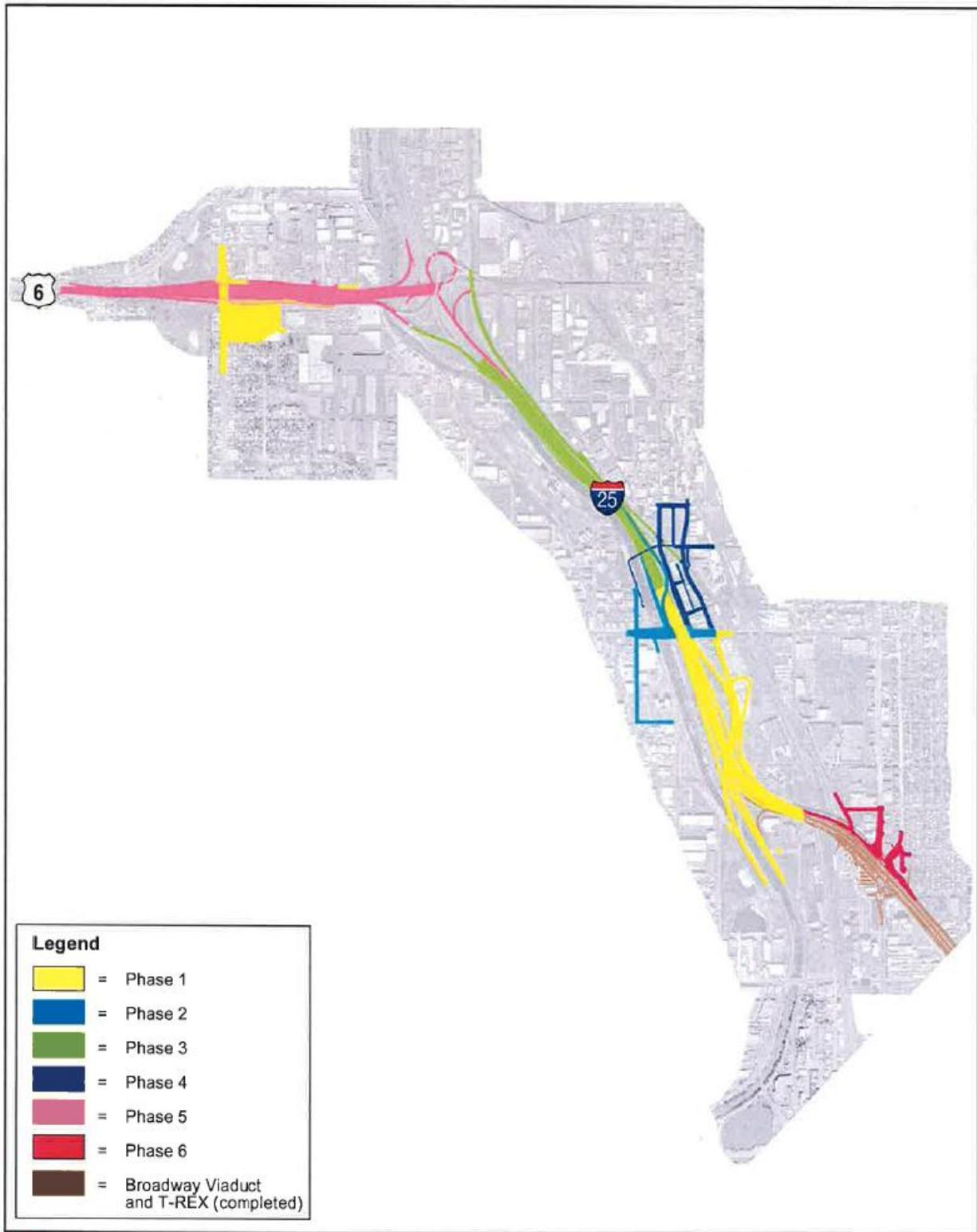
**US DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION**

and

COLORADO DEPARTMENT OF TRANSPORTATION

June 2007

COOPERATING AGENCIES
Federal Railroad Administration
Federal Transit Administration
Regional Transportation District
City and County of Denver



Phased Implementation Plan



Figure 1-3



Figure 1-5 shows Phase 1 improvements to US 6. (As noted above, Phase 2 does not include any additional improvements to US 6.) For US 6, Phase 1 consists of the following improvements:

- Relocation of the on ramp from Federal Boulevard to eastbound US 6 from the south and east sides of Barnum East Park to the north side of Barnum East Park. This will result in a more standard diamond configuration for the US 6/Federal Boulevard interchange
- Conversion of 5th Avenue to two-way operation east of Federal Boulevard
- Reconstruction of Barnum East Park
- Construction of a south side slip ramp providing access to Bryant Street via the US 6/Federal Boulevard interchange
- Closure of the partial interchange at US 6 and Bryant Street, with Bryant Street access to be provided via the slip ramps and collector-distributor system included in the US 6/Federal Boulevard interchange
- Replacement of the Federal Boulevard bridge over US 6, along with associated improvements

Phase 1 was selected to provide improvements aimed at addressing the most critical needs in the I-25 and US 6 corridors. Specifically:

- On I-25, Phase 1 provides for the replacement of structurally-deficient structures at I-25 and Santa Fe Drive
- Also on I-25, Phase 1 provides lane continuity with four through lanes on I-25 to match the sections to the north and south
- On US 6, Phase 1 provides for closure of the Bryant Street interchange with standardization of the Federal interchange. These actions will enhance safety through this high accident area

Phase 2 was selected to provide additional operational and safety benefits at the I-25/Alameda Avenue interchange that would not be provided by Phase 1 alone.

In cases where a project is implemented in more than one phase, care must be taken to ensure that the transportation system operates acceptably at the conclusion of each phase. This is referred to as “independent utility” – the ability of each phase to operate on its own. Additionally, it must be demonstrated that air quality conformity will not be jeopardized. In addition, any mitigation measures needed in response to project impacts must be implemented with the phase in which the impacts occur, rather than deferred to a later phase.

For the implementation of Phase 1 and 2, traffic analysis has been done to support the determination of independent utility. This is presented in **Section 2.3** of this ROD. Air quality conformity has been established through coordination with the Denver Regional Council of Governments (DRCOG) and the Colorado Department of Public Health and Environment (CDPHE) Air Pollution Control Division (APCD). The results of this coordination are described in **Section 1.5** of this ROD. And finally, mitigation measures to be implemented with Phases 1 and 2 are detailed in **Section 5.0** of this ROD.



4.0 SECTION 4(F) PROPERTIES

Section 4(f) of the US Department of Transportation Act of 1966 (49 US Code [USC] Section 303 and 23 USC Section 138) mandates that the Secretary of Transportation shall not approve any transportation project requiring the use of publicly owned parks, recreation areas, wildlife and waterfowl refuges, or significant historic sites, regardless of ownership, unless:

- there is no prudent and feasible alternative to using that land, and
- the program or project includes all possible planning to minimize harm to the public park, recreation area, wildlife or waterfowl refuge, or significant historic site, resulting from that use

A Final Section 4(f) Evaluation was included in the Final EIS issued by FHWA and CDOT in November 2006. The Final Section 4(f) Evaluation analyzed possible avoidance alternatives and presented measures to minimize harm for each Section 4(f) use. The Preferred Alternative is described in **Sections 1.1** and **2.3** of this ROD. The Selected Alternative is a portion of the Preferred Alternative and is described in **Sections 1.3** and **2.5** of this ROD.

As described in the Final Section 4(f) Evaluation, three parks (i.e.; Barnum, Barnum East, and Barnum North Parks) are subject to Section 4(f) use with implementation of the Preferred Alternative. These facilities are all owned by the City and County of Denver. With the Selected Alternative, all three of these parks would be subject to Section 4(f) use. However, only a portion of the Preferred Alternative Section 4(f) use of Barnum North Park would occur with the Selected Alternative, with the remainder occurring in a later project phase. The Final Section 4(f) Evaluation documents that there are no prudent and feasible alternatives that meet the purpose and need of the project and avoid the use of these parks. The Final Section 4(f) Evaluation also described minimization of harm for each Section 4(f) use under the Preferred Alternative. The Preferred Alternative (and the Selected Alternative) avoids Section 4(f) use of any historic properties.

The DOI received a copy of the Draft EIS for review and deferred comments on the Draft Section 4(f) Evaluation until a Preferred Alternative was identified. The DOI received a copy of the Final EIS for review, which identified the Preferred Alternative and contained the Final Section 4(f) Evaluation. The DOI submitted comments regarding the Final EIS on December 14, 2006 (See **Appendix B**), and no comments regarding the Final Section 4(f) Evaluation were provided.

In comments on the Final EIS, the City and County of Denver raised some issues regarding the details of the mitigation to be implemented for impacts to Barnum East and Barnum North Parks (see **Appendix B** – letter from City and County of Denver). In response, FHWA and CDOT participated in further discussions with Denver resulting in a clarification of impacts and mitigation requirements (See additional correspondence between CDOT and the City and County of Denver included in **Appendix A**). The results of these discussions did not affect the finding made by FHWA in the Final Section 4(f) Evaluation, but rather serve to clarify the basis for a continued cooperative effort by CDOT and Denver to implement the measures identified to minimize harm to the parks.

The discussions between CDOT, FHWA and the City and County of Denver resulted in the clarification of the impacts and mitigation for Barnum North and Barnum East Parks as follows:



- **Barnum North Park:** A total of 0.42 acres of Barnum North Park will be converted to transportation use, and CDOT will pay just compensation to the City and County of Denver for this land. This compares with 0.05 acres stated in the Final EIS, with the change being the result of an agreed adjustment to the southern boundary of the park. CDOT will relocate approximately 525 linear feet of trail and replace fencing, turf and irrigation system in the vicinity of the trail. This compares with approximately 300 linear feet of trail relocation stated in the Final EIS, with the change being the result of a shift in the alignment of the trail at the request of the City and County of Denver.
- **Barnum East Park:** A total of 2.1 acres of Barnum East Park will be converted to transportation use, and CDOT will pay just compensation to the City and County of Denver for this land. This compares with 1.54 acres stated in the Final EIS, with the change being the result of an agreed adjustment to the boundary of the park. CDOT will acquire an approximately 0.5 acre strip of land on the east side of the park and deed this land to the City and County of Denver, as identified in the Final EIS. CDOT will reconstruct Barnum East Park, with in kind replacement of facilities to current Denver standards. This commitment to in kind replacement is a change from the specific concept identified in the Final EIS. CDOT will provide reasonable compensation to the City and County of Denver to cover costs that may be associated with replacement fields during the time that Barnum East Park is closed for construction. This clarifies the reference to replacement field cost made in the Final EIS.

These clarifications have been incorporated into the mitigation described below.

In addition to these Section 4(f) property impacts and mitigation measures described above, CDOT will acquire an approximately 1.3 acre strip of currently vacant land south of 5th Avenue and east of Federal Boulevard from the City and County of Denver and will pay just compensation for this land. CDOT will evaluate the final disposition of this land through the normal CDOT right-of-way process and procedures.

CDOT will work with City and County of Denver to prepare and enter into an intergovernmental agreement (IGA) at an appropriate time in the future. The IGA will establish details of the above mitigation, the working relationship between CDOT and City and County of Denver, and the method to resolve any differences. The IGA will include:

- Details and design review process for trail relocation in Barnum North Park
- Details and design review process for reconstruction of Barnum East Park
- Replacement field considerations
- Compensation issues
- Construction responsibilities and coordination

The South Platte River Trail runs along the west side of the South Platte River, from the southern project limits to approximately 1st Avenue, where it crosses a bridge to the east side of the river. From this point to the northern project limits, the South Platte River Trail follows the east bank of the South Platte River. The trail serves dual purposes as a City and County of Denver maintenance access road and as a heavily used public bike and pedestrian trail. Under the Preferred Alternative, a stretch of the trail that closely parallels I-25 would experience temporary construction impacts, but would ultimately be improved by the project. This trail segment extends from a point between 3rd and 4th Avenues, southward to a point between Ellsworth Avenue and 1st Avenue, where the trail



crosses the South Platte River, and a temporary detour during construction would be needed.

Temporary construction impacts to the South Platte River Trail would also occur at US 6 and Alameda Avenue, where the existing bridges would be replaced, as well as at the crossing of a realigned southbound Santa Fe Drive. During bridge construction, the trail would be subject to temporary detour. The raising of bridge profiles would result in improvement of the trail. Neither acquisitions nor other permanent impacts are anticipated, nor should use of the trail be substantially impaired as a result of increased noise, visual, or access impacts. The temporary construction impacts to the South Platte River Trail would not constitute a use within the meaning of Section 4(f).

Impacts to parks by the Preferred Alternative are shown in **Figure 4-1**. Impacts are described for each of the park and recreation resources below.

4.1 Barnum Park Description and Impacts

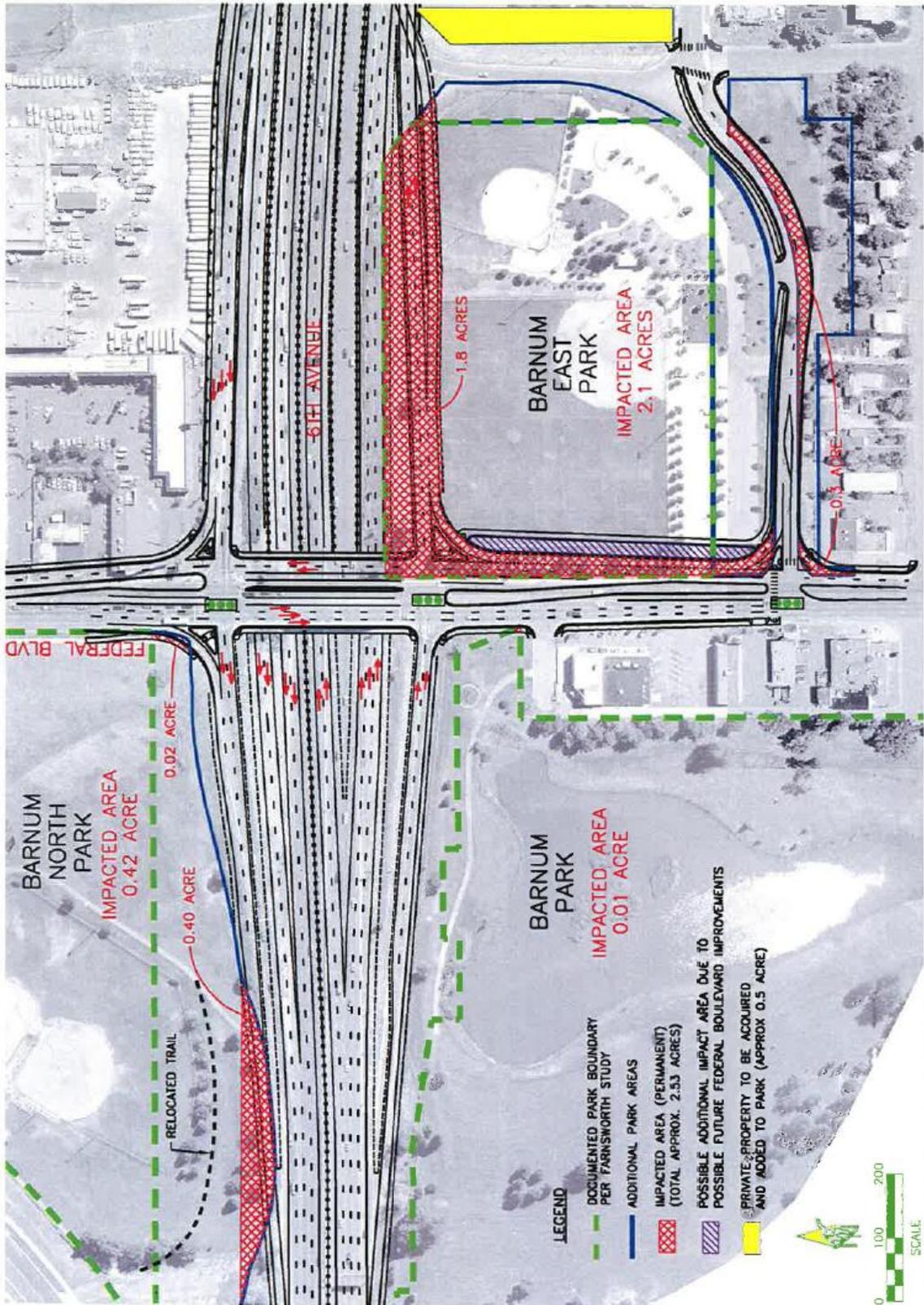
4.1.1 Description of Resource

Barnum Park (also known as Barnum South Park) is located on the southwest side of the US 6 and Federal Boulevard interchange, within the Southwest Denver Park District. The irregularly shaped parcel extends approximately between US 6 on the north and 3rd Avenue on the south, and between Federal Boulevard on the east and Julian Street on the west. This 35.6-acre park contains a small man-made lake (Barnum Park Lake) and provides facilities for a wide variety of recreational activities, including fishing, swimming, basketball, soccer, tennis, picnicking, and walking. Recreational trails in Barnum Park approach within 60 feet of the US 6 ramp in the southwest quadrant and 75 feet of Federal Boulevard.

According to information provided by Colorado State Parks, Section 6(f) improvements were made at Barnum Park between 1965 and 1967 under Land and Water Conservation Project # 05-00106. The improvements included installation of 150 feet of 8-foot by 12-foot culvert, earth fill, landscaping, and sprinkler system expansion. These improvements were confined to the southeastern portion of the park, which is outside of the project area.

4.1.2 Preferred Alternative and Selected Alternative Impacts

Widening of Federal Boulevard under the Preferred Alternative and the Selected Alternative would require the acquisition and direct use of a 0.01 acre piece of land from Barnum Park's northeast corner. This minor right-of-way acquisition would not affect existing use of Barnum Park. Barnum Park's 6(f) improvements would not be impacted by the Preferred Alternative. Temporary construction impacts associated with replacement of the Federal Boulevard Bridge over US 6 may occur, including damage to landscaping.



Barnum Park Impacts - Preferred Alternative



4.2 *Barnum East Park Description and Impacts*

4.2.1 **Description of Resource**

Barnum East Park is located southeast of the intersection of US 6 and Federal Boulevard. This rectangular, 11.8-acre park is situated in the Southwest Denver Park District. Barnum East Park is bounded on the north by US 6, on the south by the on ramp from Federal Boulevard to eastbound US 6, on the west by Federal Boulevard, and on the east by Decatur Street. Barnum East Park provides facilities for baseball and soccer and is equipped with lights for night games. Barnum East Park's ball fields are situated relatively close to the existing roadways; as close as 60 feet east of Federal Boulevard and as close as 40 feet south of US 6. No Section 6(f) improvements have been made to the park.

4.2.2 **Preferred Alternative and Selected Alternative Impacts**

With the Preferred Alternative and Selected Alternative substantial encroachment/direct use would occur along the northern and western edges of Barnum East Park due to proposed widening of Federal Boulevard to accommodate turning lanes on the bridge over US 6, as well as a new roadway/ramp from Federal Boulevard to eastbound US 6 or Bryant Street. Approximately 2.1 acres of park land would be acquired for new right-of-way, and would cut across the ball fields, impairing their use and necessitating redesign and reconstruction of some or all park facilities. A range of mitigation measures have been developed and are included in the Selected Alternative to address these impacts. These are described below in **Section 4.4 Minimization of Harm**. Temporary construction impacts associated with replacement of the Federal Boulevard bridge over US 6 may occur, including damage to landscaping.

4.3 *Barnum North Park Description and Impacts*

4.3.1 **Description of Resource**

Barnum North Park is located northwest of the intersection of US 6 and Federal Boulevard. This 13.6-acre park is situated within the Northwest Denver Park District. This roughly triangular parcel is bounded by Federal Boulevard on the east, US 6 on the south, and the 8th Avenue bypass/ramp to westbound US 6 on the northwest. Landscaped CDOT-owned land extends from the western edge of the park to Knox Court. Barnum North Park provides facilities for soccer and softball and is equipped with lights for night softball games. The ball fields in Barnum North Park are located quite a distance away from existing roadways – approximately 400 feet west of Federal Boulevard and 130 feet north of the US 6 westbound on ramp.

According to information provided by Colorado State Parks, Section 6(f) improvements were made at Barnum North Park in 1973 and 1976. The 1973 project (Land and Water Conservation Project # 08-00363), included design and construction of an archery range shooting pad, a hiking/biking trail, and a parking lot. These improvements encompassed a large area of the park. Additional improvements were made in 1976 (Land and Water Conservation Project # 08-00514) and included construction of two ball fields with fencing, backstops, and a sprinkler system, as well as restrooms and a combination storage/press box building in the central area of the park. Certain 6(f) improvements made in 1973 have been modified or are no longer in use, including the archery range, southwest parking lot, and practice ball field located in the southern part of Barnum North Park.



A portion of one of the 1973 6(f) improvements, the hiking/biking trail, would require relocation under the Preferred Alternative, as shown in **Figures 4-1**. The trail was originally constructed to provide access to the archery range that has been removed. The portion of the trail to be relocated is contained mostly within the US 6 right-of-way (not within the park boundary) and currently serves primarily as a maintenance trail for park staff. Following relocation, the trail will serve an equivalent function. CDOT has consulted with the City and County of Denver regarding impacts to this trail (as well as other impacts to the parks), and they have indicated that minor changes in this area can be accommodated if the overall park function is maintained. Based on the above, the realignment of the trail near the southern boundary does not represent a land conversion under the provisions of Section 6(f). FHWA and CDOT will continue consultations with the City and County of Denver during final design to establish realignment details and ensure that park function is maintained.

4.3.2 Preferred Alternative and Selected Alternative Impacts

Under the Preferred Alternative a narrow (10-foot (ft) wide, 0.02 acre) strip of land along the east edge of Barnum North Park would be required for new right-of-way to accommodate a redesigned westbound on ramp to US 6 from Federal Boulevard and an additional 0.40 acre area would be required on the south side of the park. Although this is a direct use under Section 4(f), no impacts would occur to existing recreational facilities or uses. The 0.02 acre use along the east edge of the park would occur with implementation of the Selected Alternative. Temporary construction impacts associated with replacement of the Federal Boulevard bridge over US 6 as part of the Selected Alternative may occur, including damage to landscaping.

The 0.40 acre use along the south side of the park would not occur with the Selected Alternative, but would occur in a later phase of the Preferred Alternative. The existing park maintenance access road which extends beyond the park boundary would also require relocation during this future phase.

4.4 Minimization of Harm to Barnum, Barnum East, and Barnum North Parks

When no prudent and feasible avoidance alternative exists, Section 4(f) requires that harm to protected resources be minimized. Through the process of selection and refinement of the Preferred Alternative, FHWA and CDOT have worked with the City and County of Denver to identify appropriate measures to minimize harm. These have been included in the Selected Alternative and the Preferred Alternative, as described below.

Specific harm minimization measures included in the Selected Alternative and the Preferred Alternative for Barnum, Barnum East, and Barnum North Parks include the following:

- Under the Selected Alternative and the Preferred Alternative, spacing between intersections on Federal Boulevard at the ramp terminals was kept to a minimum in order to keep as compact an interchange as possible.
- Under the Selected Alternative and the Preferred Alternative, Federal Boulevard widening was pushed to the east, north of US 6 to avoid Barnum North Park.
- The Selected Alternative and the Preferred Alternative would impact recreational use of Barnum East Park by removing land from existing sports ball fields. Appropriate mitigation will include fair financial compensation for right-of-way acquisition, as well as in kind replacement of facilities to current City and County of Denver standards. **Table 4-1** outlines the in kind replacement. An intergovernmental agreement will be entered into by CDOT and the City and County of Denver detail these elements and the implementation process. Any damage to park



landscaping or facilities caused by bridge construction would be repaired.

- Providing additional new park land along the east edge of the park by vacating the existing on ramp and acquiring a strip of land from an adjacent property owner. The addition of this new park land will result in a net reduction in park functional area of only 0.3 acre.
- Arrangements will be made by the City and County of Denver to provide alternative play locations from permitted field users during seasons that will be disrupted by construction. CDOT will provide reasonable compensation to the City and County of Denver to cover costs associated with this effort.

Table 4-1 Elements of Barnum East Park Reconstruction

Measure	Current Amenities	In Kind Replacement
Adult Baseball Field	<ul style="list-style-type: none"> • 148,500 sf baseball field • Backstop and surrounding chain link fence • Bleachers: 3 • Benches: 2 • Press box/storage cabinet • Score Board 	<ul style="list-style-type: none"> • 148,500 sf baseball field • Backstop and surrounding chain link fence • Bleachers: 3 • Benches: 2 • Press box/storage cabinet • Score Board
Youth Baseball Field	<ul style="list-style-type: none"> • 53,250 sf baseball field • Backstop and surrounding chain link fence • Bleachers: 1 large structure, set into slope • Benches: 2 • Press Box/storage cabinet 	<ul style="list-style-type: none"> • 59,000 sf baseball field • Backstop and surrounding chain link fence • Bleachers: 1 large structure, set into slope • Benches: 2 • Press box/storage cabinet
Parking	Parking Area 1 – Adult Field <ul style="list-style-type: none"> • 92 regular spaces, 3 handicap Parking Area 2 – Youth Field <ul style="list-style-type: none"> • 71 regular spaces, 2 handicap 	<ul style="list-style-type: none"> • A single contiguous parking lot with 163 parking spaces; appropriate ADA spaces will be provided to meet current requirements
Landscape	<ul style="list-style-type: none"> • 80 Deciduous trees • 16 Evergreen trees • 130,000 sf of irrigated lawn 	<ul style="list-style-type: none"> • 80 Deciduous trees • 16 Evergreen trees • 130,000 sf of irrigated lawn
Lighting	<ul style="list-style-type: none"> • Double Hockey Puck: 4 • Single Hockey Puck: 2 • Night lighting for Adult Field: 8 • Night lighting for Youth Field: 6 	<ul style="list-style-type: none"> • Double Hockey Puck: 4 • Single Hockey Puck: 2 • Night lighting for Adult Field: 8 • Night lighting for Youth Field: 6
Park Structures	<ul style="list-style-type: none"> • Restroom (for men and women) 	<ul style="list-style-type: none"> • Restroom (for men and women)
Miscellaneous	<ul style="list-style-type: none"> • Barrel trash cans: approx. 12 • Vehicular gates: 3 sets • Concrete sidewalks near parking • Concrete internal paths • Trash enclosures: 2 • Trash dumpsters: 3 • Bollards: 2 • Utility Boxes: 2 	<ul style="list-style-type: none"> • Barrel trash cans: approx. 12 • Vehicular gates: 3 sets • Concrete sidewalks near parking • Concrete internal paths • Trash enclosures: 2 • Trash dumpsters: 3 • Bollards: 2 • Utility Boxes: 2

sf = square feet

LOCAL AGENCY
ORDINANCE
or
RESOLUTION

Intentionally Omitted