

(Local \$CDOTWRK- RAMP)  
PROJECT: NHPP 0212-007 (19522)  
REGION: 2 (rp/cjf)

SAP # 331000725

## AGREEMENT

**THIS AGREEMENT**, executed this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_, by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation (“State” or “CDOT”) and the City of Colorado Springs, P.O. Box 1575, Colorado Springs, Colorado, 80901, CDOT Vendor #: 2000015 (“Local Agency” or “City”), and the State and the Local Agency together shall be referred to as the “Parties.”

### 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 payment of project and Local Agency costs.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system;
4. Governor John Hickenlooper and Colorado Department of Transportation Executive Director Don Hunt announced on December 14, 2012, the Responsible Acceleration of Maintenance and Partnerships (RAMP) program to accelerate completion of transportation projects.
5. The Local Agency submitted an application (“Application”) to CDOT for approval by the Colorado Department of Transportation Commission to participate in the RAMP program.
6. The Colorado Department of Transportation Commission adopted Resolution TC-3106 on October 17, 2013 approving the list of projects shown in the document entitled “RAMP Partnership and Operations Projects – Preliminary Recommendations 10/16/2013 (Projects List).”
7. Pursuant to the Application under RAMP program, the Local Agency has made funds available for project NHPP 0212-007 (19522), which shall consist of the State constructing Old Ranch Road Bridge over Powers Boulevard, referred to as the “Project”, and the Local Agency

shall contribute funding towards the Project (“Contribution”). The work will be performed in the City of Colorado Springs, Colorado, specifically described in **Exhibit A**.

8. The Local Agency has funds available and desires to provide 100% of the funding for their Contribution.

9. The Local Agency has estimated the Contribution and is prepared to provide the funding required for their Contribution toward the Project, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this agreement and to expend its funds for the Contribution.

10. This agreement is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S.

11. The parties hereto desire to agree upon the division of responsibilities with regard to the Project.

## **THE PARTIES NOW AGREE THAT:**

### **Section 1. Scope of Work**

The Project under this agreement shall consist of the State constructing Old Ranch Road Bridge over Powers Boulevard, and the Local Agency shall provide their Contribution toward the Project, in the City of Colorado Springs, Colorado, as more specifically described in **Exhibit A**.

### **Section 2. Order of Precedence**

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

1. This agreement
2. **Exhibit A** (Scope of Work)
3. Other Exhibits in descending order of their attachment.

### **Section 3. Term**

This agreement shall be effective upon approval of the CDOT Chief Engineer or designee. The term of this agreement shall continue through the completion and final acceptance of the Project by the State, FHWA and the Local Agency.

### **Section 4. Project Funding Provisions**

A. The Local Agency has estimated the total cost of the Contribution and is prepared to provide its funding, as referenced in Exhibit B (Local Agency’s Letter of Commitment) and as evidenced by the

signing of this Agreement, which expressly authorizes the Local Agency the authority to expend its Contribution toward the Project.

B. The Contribution is estimated to be a total of \$8,600,000.00. Payments shall be made by Local Agency in accordance with the schedule set forth in **Exhibit A**. Each annual payment by Local Agency to CDOT is subject to Section 7-60 of the Charter of the City of Colorado Springs and is contingent upon a third party appropriating the funds for that purpose. The Local Agency does not by this agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this agreement is not intended to create a multiple-fiscal year debt of the Local Agency. The Local Agency's Contribution under this Agreement is expressly contingent upon third party appropriation of the Local Agency's portion of the funding for the Project.

C. Should the project receive a construction bid less than the estimated construction amount, the Local Agency Contribution may be lowered proportionally as determined by CDOT.

#### **Section 5. Changes in Project Costs**

CDOT and the Local Agency will assess at the Final Office Review (FOR) the project budget to be contracted. Changes to the Project may trigger a revision to **Exhibit A** as well as the project Contribution. On a CDOT administered project, any cost increase discovered after the FOR will be the responsibility of CDOT, with the exception of the addition of a "Betterment", which will be at the request and the responsibility of the Local Agency. A betterment ("Betterment") is defined as any substantive project change suggested by the Local Agency subsequent to the FOR. The determination of whether the change is minor or substantive shall be at the discretion of the CDOT Project Manager. Any Project cost increase subsequent to the FOR, that is not a result of a Betterment, shall be unilaterally administered by the State without amending this agreement.

At any time during the project, any cost savings, regardless of who is administering the project, or when the cost savings occur, may be prorated as determined by CDOT.

#### **Section 6. Project Payment Provisions**

A. The Local Agency will reimburse the State for incurred costs relative to the project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this agreement.

B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:

1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is

- reimbursed, shall be payable from the State Highway Supplementary Fund (400).
2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent (1%) 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.

C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the Project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.

### **Section 7. State and Local Agency Commitments**

The Scope of Work (**Exhibit A**) describes the work to be performed.

#### **A. Design [if applicable]**

1. If the Project includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the State 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. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
- c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
- d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
- e. stamp the Plans produced by a Colorado Registered Professional Engineer.
- f. provide final assembly of Plans and contract documents.
- g. be responsible for the Plans being accurate and complete.
- h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

#### **B. Construction [if applicable]**

1. If the Project includes construction, the State shall perform the construction in

accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work (**Exhibit A**). Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.

2. The State is the responsible party:
  - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the Project in accordance with this agreement, the requirements of the construction contract and applicable State procedures.
  - b. if bids are to be let for the construction of the Project, the State shall, in conjunction with the Local Agency, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
    - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
    - (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within three (3) working days after said bids are publicly opened.
    - (3) by indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the work under this project if no additional federal-aid funds will be made available for the project.
  - c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

## **Section 8. ROW Acquisition and Relocation**

If the Project includes right of way, 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.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at [http://www.dot.state.co.us/ROW\\_Manual/](http://www.dot.state.co.us/ROW_Manual/).

If right of way is purchased for a state highway, including areas of influence of the state highway, the Local Agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

## **Section 9. Utilities**

If necessary, the State 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 State will certify in writing that all such clearances have been obtained.

## **Section 10. Railroads**

In the event the Project involves modification of a railroad company's facilities whereby the work is to be accomplished by railroad company forces, the State shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The State shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

### **Section 11. 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 12. Maintenance Obligations**

The Local Agency will maintain and operate the improvements constructed under this agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. 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. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

### **Section 13. Record Keeping**

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this agreement. The State shall maintain such records for a period of three (3) years after the date of termination of this agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the project records.

### **Section 14. Termination Provisions**

This agreement may be terminated as follows:

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

**B. Termination for Cause.** If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this agreement, the State shall thereupon have the right to terminate this agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency'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 agreement had been terminated for convenience, as described herein.

#### **Section 15. Legal Authority**

The Local Agency warrants that it possesses the legal authority to enter into this agreement 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 agreement and to bind the Local Agency to its terms. The person(s) executing this agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this agreement.

#### **Section 16. Representatives and Notice**

The State will provide liaison with the Local Agency through the State's Region Director, Region 2, 1480 Quail Lake Loop, Colorado Springs, CO 80906. Said Region Director will also be responsible for coordinating the State's activities under this agreement 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 2 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 the State:  
Yun Han, P.E.  
CDOT Region 2  
1480 Quail Lake Loop

If to the Local Agency:  
Kathleen Krager  
City of Colorado Springs  
30 S. Nevada, Suite 401



Colorado Springs, Colorado 80906  
719-227-3432

Colorado Springs, Colorado 80903  
719-385-5434

### **Section 17. Successors**

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

### **Section 18. Third Party Beneficiaries**

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this agreement 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 agreement shall be deemed an incidental beneficiary only.

### **Section 19. Governmental Immunity**

Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement 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, § 24-10-101, et seq., C.R.S., 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, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

### **Section 20. Severability**

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement 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 21. Waiver**

The waiver of any breach of a term, provision, or requirement of this agreement 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 22. Entire Understanding**

This agreement 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 pursuant to the State Fiscal Rules.

### **Section 23. Survival of Agreement Terms**

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

### **Section 24. Modification and Amendment**

This agreement 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 agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

### **Section 25. Disputes**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, 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 agreement 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 agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.


Section 26. SIGNATURE PAGE  
SAP # 331000725

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

**\* 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.**

<p><b>THE LOCAL AGENCY</b> <b>City of Colorado Springs</b></p> <p>By: Title:</p> <hr/> <p>*Signature</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b> Colorado Department of Transportation Donald E. Hunt, Executive Director</p> <hr/> <p>By: Scott McDaniel, P.E., Acting Chief Engineer</p> <p>Date: _____</p>
<p>2nd The Local Agency Signature if Needed</p> <p>By: Title:</p> <hr/> <p>*Signature</p> <p>Date: _____</p>	

APPROVED AS TO FORM

  
\_\_\_\_\_  
SENIOR ATTORNEY  
CITY OF COLORADO SPRINGS

# Exhibit A

## SCOPE OF WORK

The Old Ranch Road and Powers Interchange will complete the remaining portions of the interchange at this location. Currently, the bridge over mainline Powers, including mainline Powers, are not constructed. Mainline traffic for Powers currently detours onto future ramps and crosses Old Ranch Road at at-grade intersections. The Project will complete mainline paving on Powers Boulevard and the Old Ranch Road Bridge over Powers Boulevard. In the final condition, the Project will operate as a diamond interchange and this will complete a four lane freeway from Pine Creek to SH 83.

**Note:** due to scheduling/funding concerns, the payment schedule has been adjusted (to a calendar year rather than the State Fiscal Year) from that set forth in the Local Agency's application. Each payment shall be made in the first quarter of the applicable calendar year.

	PAYMENT SCHEDULE						
	2015	2016	2017	2018	2019	2020	Total
City of Colorado Springs	\$1,433,333.33	\$1,433,333.33	\$1,433,333.33	\$1,433,333.33	\$1,433,333.33	\$1,433,333.33	\$8,600,000.00

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Exhibit B

Local Agency Commitment Letter



Public Works

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Assurance that  
the City of Colorado Springs  
Remains Committed to Entering into a Partnership with CDOT Concerning  
Old Ranch/ State Highway 21 Interchange Completion

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Tracking No.: 2-23

Project Name: Old Ranch/ State Highway 21 Interchange Completion

8 **Commission Requirement.** The purpose of this document is to satisfy the requirement  
9 established by the Transportation Commission that applicants for Public-Public Partnership projects  
10 confirm their commitment to the project. Transportation Commission Resolution TC-3106 adopted on  
11 October 17, 2013, provides in part:

12 ***BE IT... RESOLVED** that the Transportation Commission requires for each Public-*  
13 *Public Partnership project on or before January 6, 2014, a project scope, schedule, and*  
14 *budget developed by the Colorado Department of Transportation in the form and to the*  
15 *level of detail specified by the Chief Engineer; and*

16 ***BE IT FURTHER RESOLVED** that the Transportation Commission also required for*  
17 *each Public-Public Partnership project on or before January 6, 2014, evidence, in a form*  
18 *specified by the Chief Financial Officer, confirming a commitment by the applicant to the*  
19 *project scope, schedule, and budget developed by the Department, including an*  
20 *agreement to hold a public vote to authorize the local match by no later than April 8 if*  
21 *such vote is necessary; and*

22 ***BE IT FURTHER RESOLVED** that the Chief Engineer may extend the January 6,*  
23 *2014, deadlines to April 7, 2014, upon application for extension from any applicant or*  
24 *CDOT Region Transportation Director for projects in a flood damaged area.*

25  
26 **Project Scope, Schedule, and Budget Prepared by CDOT.** The Colorado Department of  
27 Transportation has prepared the required scope, schedule, and budget for this Public-Public Partnership  
28 project. This scope, schedule, and budget is incorporated as Exhibit A of this document. Exhibit A  
29 specifies the financial and other commitments of the City of Colorado Springs and identifies when it is  
30 reasonably anticipated that such commitments will be provided or performed.

31  
32 **Changes in Project Costs.** CDOT and the Local Agency Partner will assess at the Final Office  
33 Review (FOR) the project budget to be contracted. An estimate over the Exhibit A amount will trigger a  
34 reevaluation of both the project as well as the project match.

35  
36  
37  
38 <sup>1</sup> CDOT interprets Public-Public Partnership projects references in TC-3106 to include Operations projects that  
39 have Local Agency Partners

40 On a CDOT administered project, any cost variance discovered after the Final Office Review (FOR) will  
41 be the responsibility of CDOT. On a project administered by the Local Agency Partner, the CDOT  
42 contribution will not increase after the Final Office Review. Any addition of a "betterment" at the request  
43 of the Local Agency Partner is the responsibility of the Local Agency Partner. If there is a cost savings  
44 regardless of who is administering the project or when the cost savings occurs, the savings will be  
45 prorated.

46 **Agreement.** An Agreement will be completed and fully executed prior to any CDOT  
47 expenditure other than the five percent of the total project cost for Fiscal Year 2014 authorized in the  
48 RAMP Resolution for pre-construction expenditures unless an exception is granted by the CDOT Chief  
49 Financial Officer. It is the policy of CDOT that the Agreements must be executed by June 30, 2014. Any  
50 change in the standard wording of the Agreement may delay the project and thus put the project in  
51 jeopardy.

52 **Criteria for Approval of RAMP Local Commitments.** The CDOT Chief Financial Officer has  
53 issued the following criteria:

54 (1) Locals acknowledge receipt of CDOT estimated project cost and drawdown schedule and  
55 confirm their ability to provide funding on the schedule.

56 (2) Resolution by city councils or county commissioners or signed commitments by city  
57 managers constitute adequate funding reaffirmation by the local. Where ballot initiative or future budget  
58 adoptions are required, locals are fully disclosing and committing to all necessary steps to ensure that it  
59 will be on the ballot and/or receive budget consideration.

60 (3) Dollar amount of local agency commitment must align with dollar amounts of CDOT cost  
61 estimates.

62 (4) Local agencies cannot commit traditional (FHWA/FTA) federal funds.

63 (5) Where multiple local agencies are involved, commitments are required from those local  
64 agencies with the authority to commit all local agency funds before approval of funding commitment will  
65 be considered.

66 (6) Agreements already in place should meet the above criteria

67



68 **Evidence of the Continued Commitment by the City of Colorado Springs to the Project.** As  
69 an officer of the City of Colorado Springs, I confirm that appropriate officials of the City of Colorado  
70 Springs have reviewed and considered Exhibit A which contains the scope, schedule, and budget  
71 developed by CDOT for the project and the policy regarding changes in project cost stated in the body of  
72 this document.

73

74 I confirm that to the best of my knowledge I know of no reason why the City of Colorado Springs  
75 and CDOT will not execute an Agreement based on the scope, schedule, and budget contained in Exhibit  
76 A and the policy regarding changes in project cost stated in the body of this document by June 30, 2014.

77

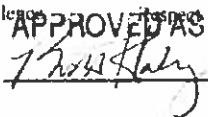
78

79 Signature:   
80 Name: Steve Bach  
81 Title: Mayor  
82 Date: 12/22/13 

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Safety      People      Integrity      Customer Service      Excellence

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APPROVED AS TO  


**Attachment A-1 Project Scope:**

The current intersection of SH 21 (Powers Boulevard) and Old Ranch Road is an incomplete interchange that is an at-grade intersection that utilized the current ramps for through traffic. This project will construct the Old Ranch Road Bridge over the new mainline SH 21 (Powers Boulevard) and shift mainline traffic to Powers Boulevard. The at-grade intersections will remain and carry only ramp traffic. This will construct mainline Powers Boulevard that will pass under the new Old Ranch Road Bridge tying Powers on either side and thus completing a 4 lane freeway from north of Union Boulevard to SH 83.

The need of the project is to complete a semi-completed interchange that has experienced frequent and severe accidents as high speed through traffic is utilizing existing ramps not designed or designated for long term traffic use. As a result, accidents at the intersection of the ramps have been severe and include 2 fatalities over a three year period.

The funding identified in this application will supplement the remaining funds needed for this \$9.7 million dollar project that goes towards construction and utility relocations. The City of Colorado Springs will provide \$8.6 million toward the project. The City will make payment to CDOT for \$8.6 million in equal payments over six years beginning in FY 2015. The Public Partnership RAMP funding as identified will provide the needed \$0.6 million towards the project. An additional \$0.5 million will be funded from existing CDOT pools or surplus from recently completed projects.

The project is consistent with ongoing efforts to complete the North Powers Corridor as identified as a top priority in the PPACG STIP and long range plan. Recently CDOT completed two additional interchanges to the south of Old Ranch at Briargate and Union Boulevard. The completion of Old Ranch and the recently completed projects will complete a freeway from Research Parkway to SH 83.

The project limits are included in an environmental assessment completed in July, 1997 and a FONSI (Finding of No Significant Impact) completed in January, 1998. Recently, an environmental reevaluation completed the environmental clearance for this project. The project requires no right of way and limited utility work. The project will be ready for construction as a design-bid-build project by January, 2014.

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Exhibit A – Scope, Schedule, and Budget Developed by CDOT

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Attachment A-2  
RAMP Partnership Project Schedule  
RAMP Tracking Number 2-23  
Old Ranch / State Highway 21 Interchange Completion

Milestone	Scheduled Date
1. Field Inspection Review (FIR)	September 08, 2013
2. Final ROW Plans	N/A
3. Final Office Review (FOR)	December 13, 2013
4. Environmental Clearance	January 31, 2014
5. Right of Way Clearance	January 31, 2014
6. Utility Clearance	February 28, 2014
7. Final PS&E	March 07, 2014
8. City of Colorado Springs IGA Executed	March 07, 2014
9. Advertisement Date	March 27, 2014
10. Notice to Proceed	May 01, 2014
11. Complete Construction	December 31, 2014



Exhibit A – Scope, Schedule, and Budget Developed by CDOT

<b>COST/DRAWDOWN SCHEDULE (Revised 11-25-13)</b>							
<b>(Fill out for programs 1, 2a, and 2b only)</b>							
<b>(List all the funding sources, Private, Public, CDOT non-RAMP, and CDOT RAMP. Specify whether it is cash or non-cash/in-kind.)</b>							
<b>Funding Sources</b>	<b>FY2013</b>	<b>FY2014</b>	<b>FY2015</b>	<b>FY2016</b>	<b>FY2017</b>	<b>FY2018 to 2020</b>	<b>TOTAL</b>
PPRTA (see Remark section)*			\$1.43M*	\$1.43M*	\$1.43M*	\$4.31M*	\$8.60M*
RPP (Region Priority Program)**	\$0.66M						\$0.66M
RAMP PP		\$0.60M					\$0.60M
Surplus from 18095***	\$0.50M						\$0.50M
<b>Total proposed project cost</b>	<b>\$1.16M</b>	<b>\$0.60M</b>	<b>\$1.43M</b>	<b>\$1.43M</b>	<b>\$1.43M</b>	<b>\$4.31M</b>	<b>\$10.36</b>

For in-kind funding (Design, R.O.W. and materials), please describe and estimate the value.

\* CDOT will enter in an intergovernmental agreement to advance fund \$8.6 million with a payback from PPRTA in FY 15, 16, 17, 18, 19, 20 or approximately \$1.43 M for 6 years

\*\*Currently budgeted in the project for completion of design

\*\*\* \$0.50 M of surplus funds are available from the Powers Bridges Project (18095) which was just completed in 2013. This project is adjacent to the Old Ranch Interchange.

Project Design Cost \$0.66 M – Currently Budgeted  
 Project Construction Cost \$9.70 M (Revised from \$8.60 M)

**Exhibit A – Scope, Schedule, and Budget Developed by CDOT**

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**Attachment A-3  
RAMP Partnership Project Schedule  
RAMP Tracking Number 2-23  
Old Ranch / State Highway 21 Interchange Completion**

**COLORADO DEPARTMENT OF TRANSPORTATION**

Project Cost Estimate

**Completed by:** Yun Han and Mark Andrew  
**Sub Account No:** 19522  
**Creation Date:** 11/21/2013  
**Date Modified:** 12/12/2013  
**Ad Date:** 3/12/2014

**Current Indirect Rate:** 11.00%

Bridge	\$0
Survey	\$0
Right of Way	\$0
Materials	\$0
Hydraulic	\$0
Traffic	\$0
Utilities	\$0
Environmental	\$0
Design	\$0
Consultants	\$638,904

**Total Preconstruction including Indirects \$ 638,904**

**Construction, including FA, CE & Indirects \$ 9,696,875**

**Project Total \$10,333,779**

Budget Action Date	Amount	Comments

**Remaining to Budget \$ 10,333,779**

*W* *SB*

Scope

**Exhibit A – Scope, Schedule, and Budget Developed by CDOT**

Sub Account Number: 19522		Project Name: SH 21 Fewers and Old Ranch Road Interchange		
Engineers (Bem) Detailed Estimate				Alternative:
				Prepared By: Yun Han
				Creation Date: 11/20/2013
				Date Modified: 12/12/13
Enter Major Roadway Bid Items Only				
Item	Unit	Unit Cost	Quantity	Extended Cost
Embankment Material (C.I.P)	CY	8.00	136,800.00	1,094,400.00
Aggregate Base Course (CL6)	CY	24.00	8,300.00	199,200.00
Stone Matrix Asphalt	ton	120.00	1,020.00	122,400.00
Concrete Pavement (11 inch)	SY	45.00	30,188.00	1,358,370.00
Block Facing	SF	16.00	7,243.00	115,888.00
Concrete Slope and Ditch Paving	CY	300.00	213.00	63,900.00
12 inch Sewer Pipe	LF	100.00	550.00	55,000.00
Guardrail type 7 (Style CA)	LF	60.00	850.00	51,000.00
Luminaire (Special)	EA	1,500.00	46.00	69,000.00
Light Standard Aluminum (35)	EA	3,300.00	23.00	75,900.00
Waterline	LS	231,000.00	1.00	231,000.00
Thin Bonded Overlay	SY	47.00	2,398.00	112,612.00
Concrete Class D (Bridge)	CY	425.00	1,539.00	654,075.00
Structure Excavation	CY	8.00	15,212.00	121,696.00
Structure Excavation (Class 1)	CY	17.00	8,569.00	147,373.00
Mechanical Reinforcement of Soil	CY	17.00	5,128.00	87,176.00
Reinforcing Steel (Epoxy)	LB	1.00	369,020.00	369,020.00
Prestressed Concrete I (BT83)	LF	175.00	1,917.00	335,475.00
				0.00
				5,283,485.00
		% Range	% Used	Cost
Project Construction Bid Items		Project Dependent	N/A	\$5,283,485
Contingencies other bid items		(15 - 30%)	10.0%	\$526,349
ITS		(6 - 10%)	0.0%	\$0
Drainage / Utilities		(3 - 10%)	6.3%	\$331,800
Signage and Striping		(1 - 5%)	1.0%	\$52,635
Construction Signage & Traffic Control		(5 - 25%)	2.0%	\$105,270
Erosion Control/Stormwater		(10-25%)	8.0%	\$421,070
Mobilization		(4 - 7%)	5.0%	\$263,174
<b>Total of Construction Bid Items</b>				<b>\$6,963,591</b>
Force Account - Fuel Cost adj		Calculated	0.0%	
Force Account - HMA Escalation		Calculated	0.0%	
Force Account - Smoothness		Calculated	0.0%	
Force Account - Quality Incentive		Calculated	1.0%	
Force Account - Utilities		(1 - 2%)	0.5%	\$34,818
MCR		(5-10%)	5.0%	\$348,180
Force Account - Misc.		(2-5%)	2.0%	\$139,272
			Subtotal FA	\$522,269
<b>Subtotal of Construction Cost</b>				<b>\$7,485,860</b>
Total Construction Engineering		19.00%	22.10%	\$1,654,375
<b>Construction TOTAL - PRESENT COST</b>				<b>\$9,140,235</b>
Inflation @ 3%/year		No. of years	2	\$556,640
<b>Total Construction Cost</b>				<b>\$9,696,875</b>

Comments:

Safety      People      Integrity      Customer Service      Excellence      Respect