

**Maintenance and Operations  
State Highway 21, I-25 to Voyager Parkway  
City of Colorado Springs  
Project No. (SA # 22057)  
Region 2 (vjm)**

**Routing #: 19-HA2-XC-00050  
SAP #: 331001919**

## **CONTRACT**

**THIS CONTRACT** executed, this      day of \_\_\_\_\_ 2019, by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the “State” or “CDOT”, and the CITY OF COLORADO SPRINGS, a home rule city and Colorado municipal corporation, 30 South Nevada Avenue, Colorado Springs, Colorado, 80903, CDOT Vendor #: 2000015, hereinafter referred to as the “City” or the “Local Agency”; CDOT and the Local Agency individually shall be referred to as “Party”, and together shall be referred to as the “Parties.”

### RECITALS

In the future, a new interchange at I-25 and State Highway 21 (SH21), a new segment of SH21 from this new interchange to Voyager Parkway, and SH21 ramps to and from Voyager Parkway, will be constructed in Colorado Springs, Colorado, hereinafter referred to as the “Project”; and

The Parties recognize the importance and benefit to their respective systems by each Party’s operation and maintenance of portions of the Project; and

The Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations on the Project (the “Work”) as shown, described and depicted in **Exhibit A**; and

Each Party is adequately staffed and suitably equipped to undertake and satisfactorily carry out its operations and maintenance responsibilities under this contract; and

Required approval, clearance and coordination have been accomplished from and with appropriate agencies; and

This contract is executed by the State under authority of Sections 43-1-106, 43-1-110, 43-1-201, et seq., 43-2-102, 43-2-135 and 43-2-144 C.R.S., as amended; and

The Local Agency agrees by its execution hereof that it is duly authorized to enter into this contract.

**NOW, THEREFORE, it is hereby agreed that:**

I. PROJECT DESCRIPTION

The “Work” under this contract shall consist of the maintenance and operations for the interchange at I-25/SH21 and SH21 from I-25 to Voyager Parkway to be built as part of the Project, and existing Spectrum Loop and Voyager Parkway, in the City of Colorado Springs, Colorado.

II. CDOT COMMITMENTS

A. The State will provide liaison with the City through the State's Region Transportation Director, CDOT Region 2, 5615 Wills Boulevard, Pueblo, Colorado 81008, (719) 562-5568. Said Director will also be responsible for coordinating the State's activities under this contract. State liaison will also be provided through:

Andrew Stecklein, P.E.  
CDOT Region 2 Engineering – North Program  
1480 Quail Lake Loop  
Colorado Springs, Colorado 80906  
719-227-3264  
[andrew.stecklein@state.co.us](mailto:andrew.stecklein@state.co.us)

B. Upon the execution of this contract, CDOT shall accept maintenance responsibility for the portions of the Work identified as CDOT’s area of responsibility as shown, described and depicted in **Exhibit A**.

C. By approving said agreement, CDOT grants the City access to enter CDOT ROW to perform maintenance duties. Though a separate access permit will not be required, notification to CDOT of a City approved and CDOT accepted Method of Handling Traffic (MHT) shall be required for work impacting traffic.

III. CITY COMMITMENTS

A. The City will provide liaison with the State through:

Travis W. Easton, P.E.  
Public Works Director, City of Colorado Springs  
Public Works Department  
30 S. Nevada Avenue, Suite 401  
Colorado Springs, Colorado 80901  
719-385-5457  
[teaston@springsgov.com](mailto:teaston@springsgov.com)

B. Upon the execution of this contract, the City shall accept maintenance responsibility for the portions of the Work identified as the City’s area of responsibility as shown, described and depicted in **Exhibit A**.

C. The City shall, operate, replace, and make ample provision each year for the maintenance of those portions of the Work identified as the City’s area of responsibility, as shown, described and depicted in **Exhibit A**. Such maintenance and operations shall be in accordance with all applicable federal and state statutes and ordinances, and regulations promulgated thereunder, which define the Local Agency’s obligations to maintain such improvements.

D. Maintenance services to be performed by the City under this contract shall include the services shown, described and depicted in **Exhibit A**. By approving

said agreement the City grants CDOT access to enter City ROW to perform maintenance duties.

- E. The City shall perform the maintenance services in a satisfactory manner, and in accordance with the terms of this contract, and in accord with CRS §43-2-135, incorporated herein by reference.

#### IV. GENERAL PROVISIONS

- 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. To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
- C. 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 affect 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 written contract executed and approved pursuant to the State Fiscal Rules.
- D. 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.
- E. The term of this contract shall begin the date first above written and shall extend for the useful life of the improvements, unless earlier modified or terminated by written agreement of the Parties hereto.
- F. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this contract shall give or allow any such claim or right of action by any other or third person on such contract. It is the express intention of the parties that any person or entity other than the parties receiving services or benefits under this contract be deemed to be an incidental beneficiary only.
- G. The City assures and guarantees that it possesses the legal authority to enter into this contract. The City warrants that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the City to its terms. The person(s) executing this contract on behalf of the City warrants that they have full

authorization to execute this contract.

- H. The City may delegate its obligations in **Exhibit A**; provided, however, that such delegation shall not operate as a release by CDOT of City's obligations hereunder.

**SIGNATURE PAGE**

Agreement Routing Number: 19-HA2-XC-00050

**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 style="text-align: center;"><b>THE LOCAL AGENCY CITY OF COLORADO SPRINGS</b></p> <p>Print: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO Jared S. Polis, GOVERNOR</b></p> <p style="text-align: center;">Colorado Department of Transportation <b>Shoshana M. Lew, Executive Director</b></p> <p>_____</p> <p>By: <b>Joshua Laipply, P.E., Chief Engineer</b></p> <p>Date: _____</p>
<p>2nd Local Agency Signature if needed</p> <p>Print: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW Phil Weiser, Attorney General</b></p> <p>By: _____</p> <p style="text-align: center;">Signature - Assistant Attorney General</p> <p>Date: _____</p>

# EXHIBIT A – SCOPE OF WORK

## Scope of Work

The “Work” under this contract shall consist of maintenance responsibilities between CDOT and the City for structures, landscaping, irrigation, lighting, drainage, graffiti removal and traffic signals constructed on the I-25/SH21 Interchange and SH21 Project in the City of Colorado Springs, as set forth and depicted in **Exhibit A**.

## Bridges

### CDOT shall be responsible for:

- All bridges within the Project except for the Spectrum Loop Bridge.

### City shall be responsible for:

- The Spectrum Loop Bridge over SH21. For specific details about the maintenance of this bridge, see the CDOT/City IGA: *Maintenance, Operations and Access – Spectrum Loop Bridge*, CDOT SAP #: 331001571, Routing #: 17-HA2-XC-00066.

## Roadway

### CDOT shall be responsible for:

- I-25 associated on & off ramps to and from SH21.
- All of SH21 from I-25 to Voyager Parkway, with the exception of the SH21 guardrail and end anchorages protecting the Spectrum Loop Bridge pier and abutments.
- Snow removal on I-25, on the I-25/SH21 ramps, and on SH21.

### City shall be responsible for:

- All of Spectrum Loop.
- All of Voyager Parkway, including curb & gutter on the SH21 ramps’ curb returns.
- Snow removal on Spectrum Loop and Voyager Parkway.
- Snow removal on the on & off ramps to Voyager Parkway.

## Landscaping

### CDOT shall be responsible for:

- All landscaping and irrigation systems in the I-25 and SH21 ROW areas shown in **Exhibit A**.

### City shall be responsible for:

- All landscaping and irrigation systems in the Spectrum Loop and Voyager Parkway ROW areas shown in **Exhibit A**, other than temporary erosion control measures (Best Management Practices or BMPs) and native seeding areas placed as part of the construction of the interchange and SH21. This responsibility includes the cost of water and power.

## **Lighting**

### **City shall be responsible for:**

- The power for roadway lighting and the cost of power for roadway lighting placed within City limits on the Project and for Spectrum Loop and Voyager Parkway.

## **Traffic Signals**

### **City shall be responsible for:**

- The replacement of the CDOT-installed traffic signal controller with a City-compatible controller.
- The traffic signals at the SH21 ramp intersections with Voyager Parkway, pursuant to the terms of the existing CDOT/City IGA related to the operation and maintenance of traffic signals (PO#:471001424, Routing #: 20-HA2-ZH-00026).

## **Retaining Walls**

### **CDOT shall be responsible for:**

- All retaining walls placed on the Project except those associated with the Spectrum Loop Bridge.

### **The City shall be responsible for:**

- All retaining walls associated with the Spectrum Loop Bridge.
- Any and all retaining walls required for the construction of Spectrum Loop or Voyager Parkway.

## **Graffiti Removal**

### **CDOT shall be responsible for:**

- Graffiti removal for everything constructed on the Project except the Spectrum Loop Bridge over SH21.

### **City shall be responsible for:**

- Graffiti removal for the Spectrum Loop Bridge over SH21, including the retaining walls associated with the bridge.

- Graffiti removal for Spectrum Loop and Voyager Parkway.

### **Transient Camps**

#### **City shall be responsible for:**

- Removal of unlawful transient camps from the Project in accordance with and to the extent allowed by laws

### **Drainage**

#### **CDOT shall be responsible for:**

- Drainage installed on the Project for I-25, the I-25/SH21 Interchange and SH21.

#### **City shall be responsible for:**

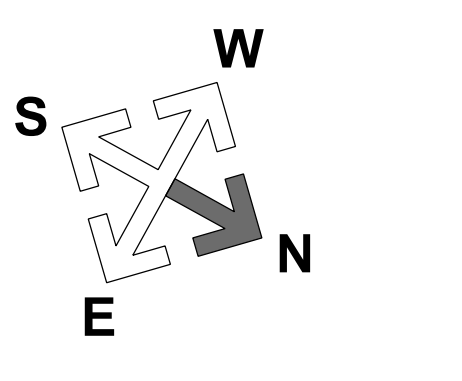
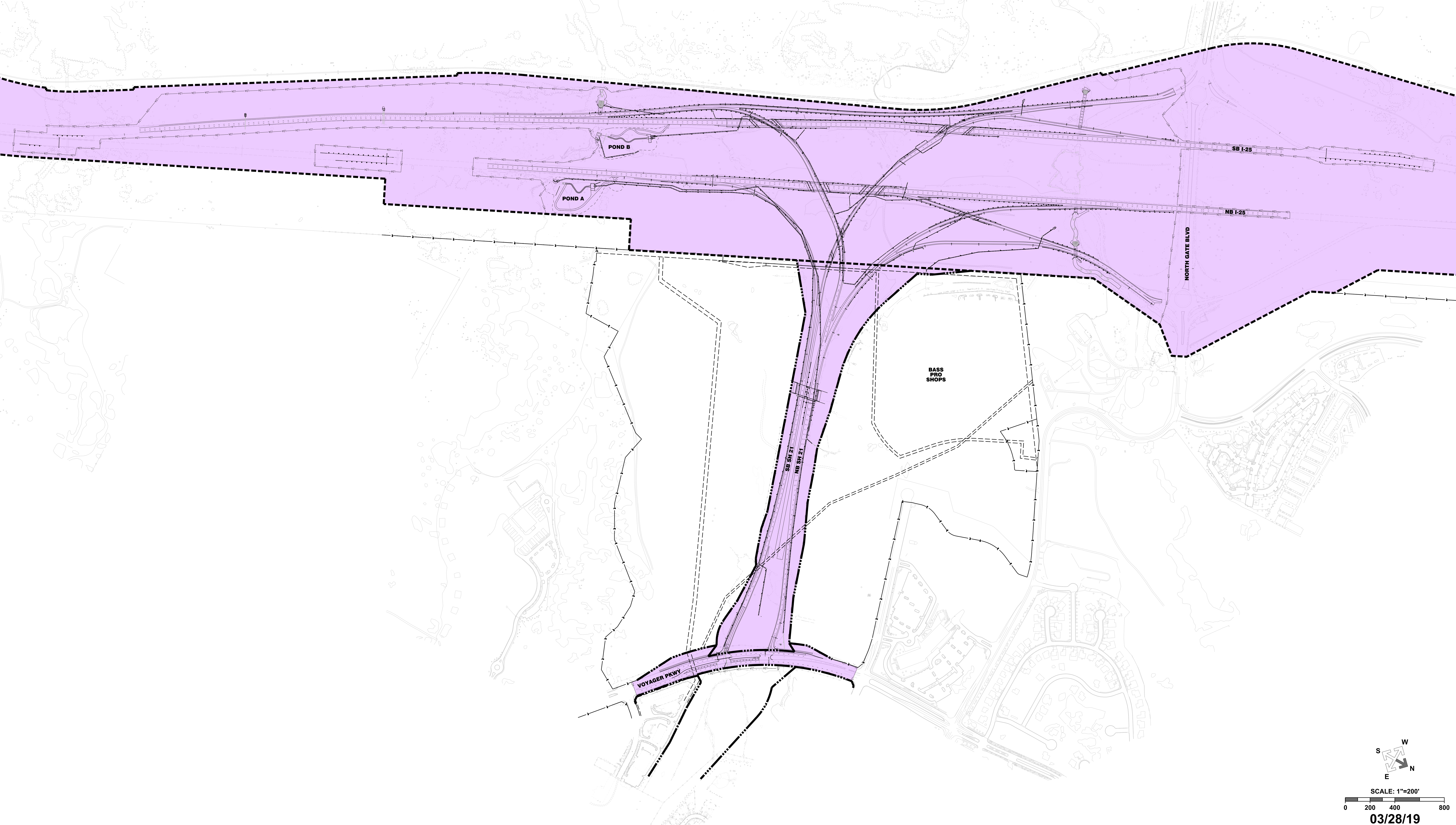
- Drainage for Spectrum Loop and Voyager Parkway.





PROJECT AREA

USFA



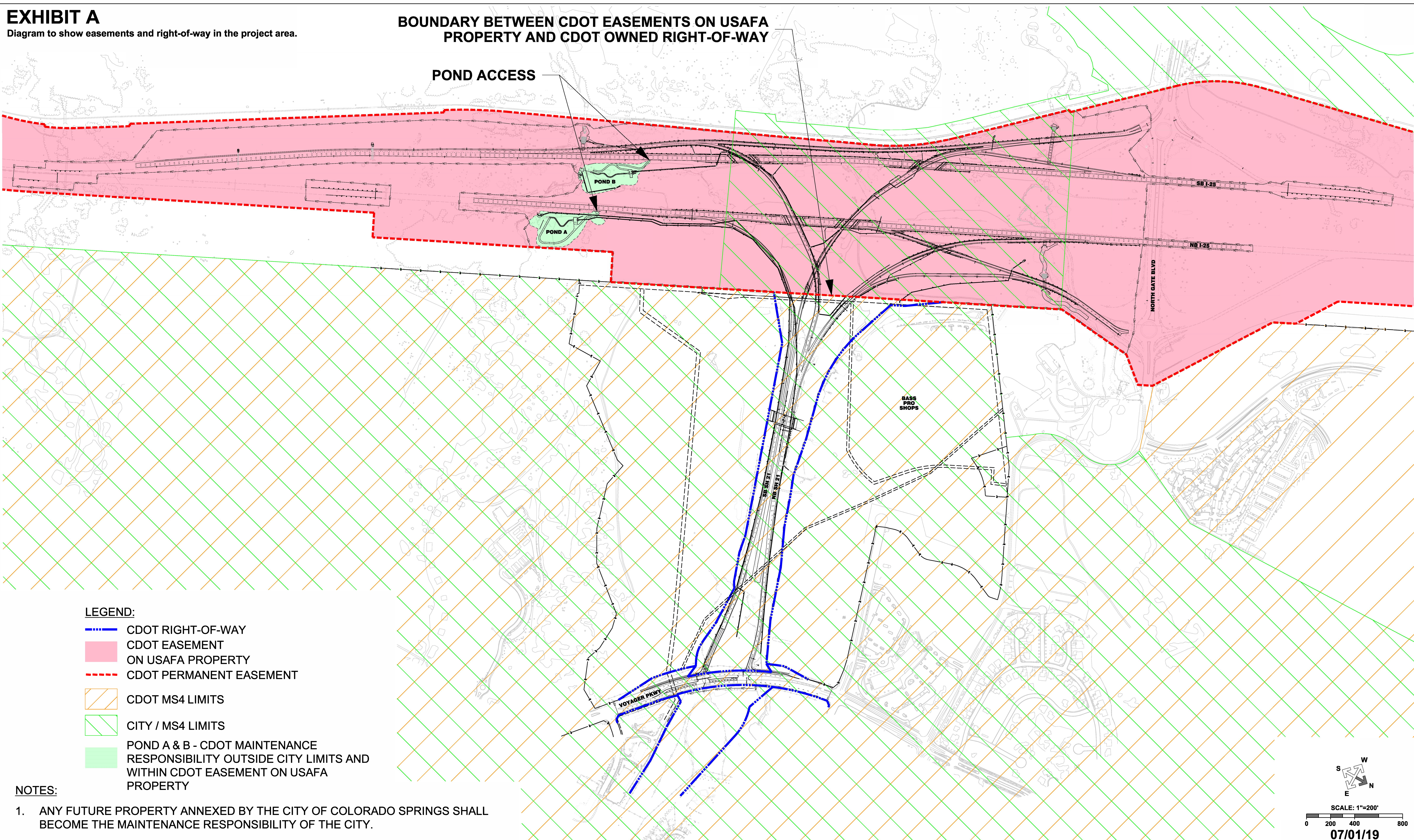
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03/28/19







# EXHIBIT A

Diagram to show easements and right-of-way in the project area.

## BOUNDARY BETWEEN CDOT EASEMENTS ON USAFA PROPERTY AND CDOT OWNED RIGHT-OF-WAY

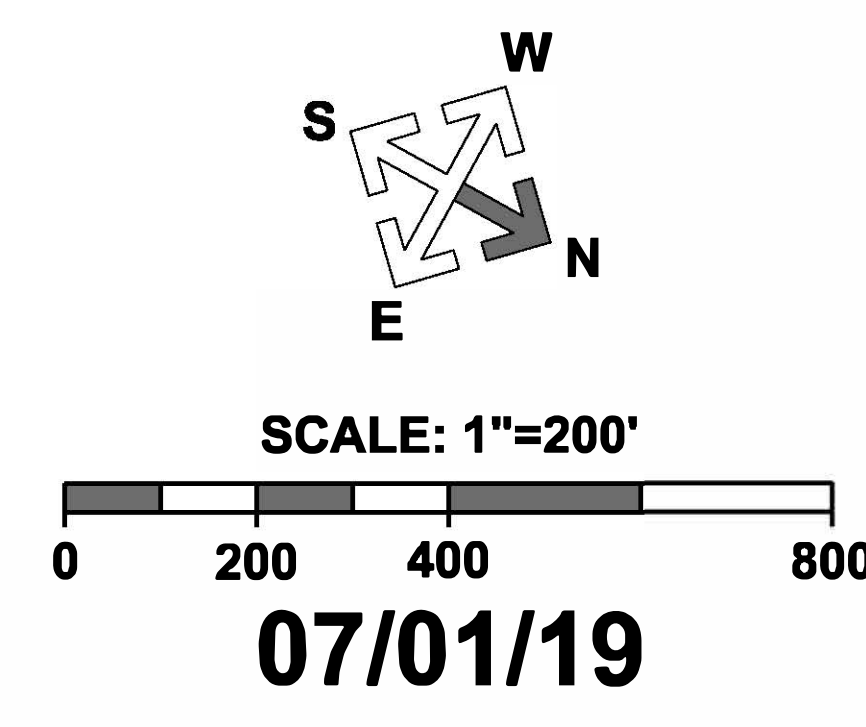


### LEGEND:

-  CDOT RIGHT-OF-WAY
-  CDOT EASEMENT ON USAFA PROPERTY
-  CDOT PERMANENT EASEMENT
-  CDOT MS4 LIMITS
-  CITY / MS4 LIMITS
-  POND A & B - CDOT MAINTENANCE RESPONSIBILITY OUTSIDE CITY LIMITS AND WITHIN CDOT EASEMENT ON USAFA PROPERTY

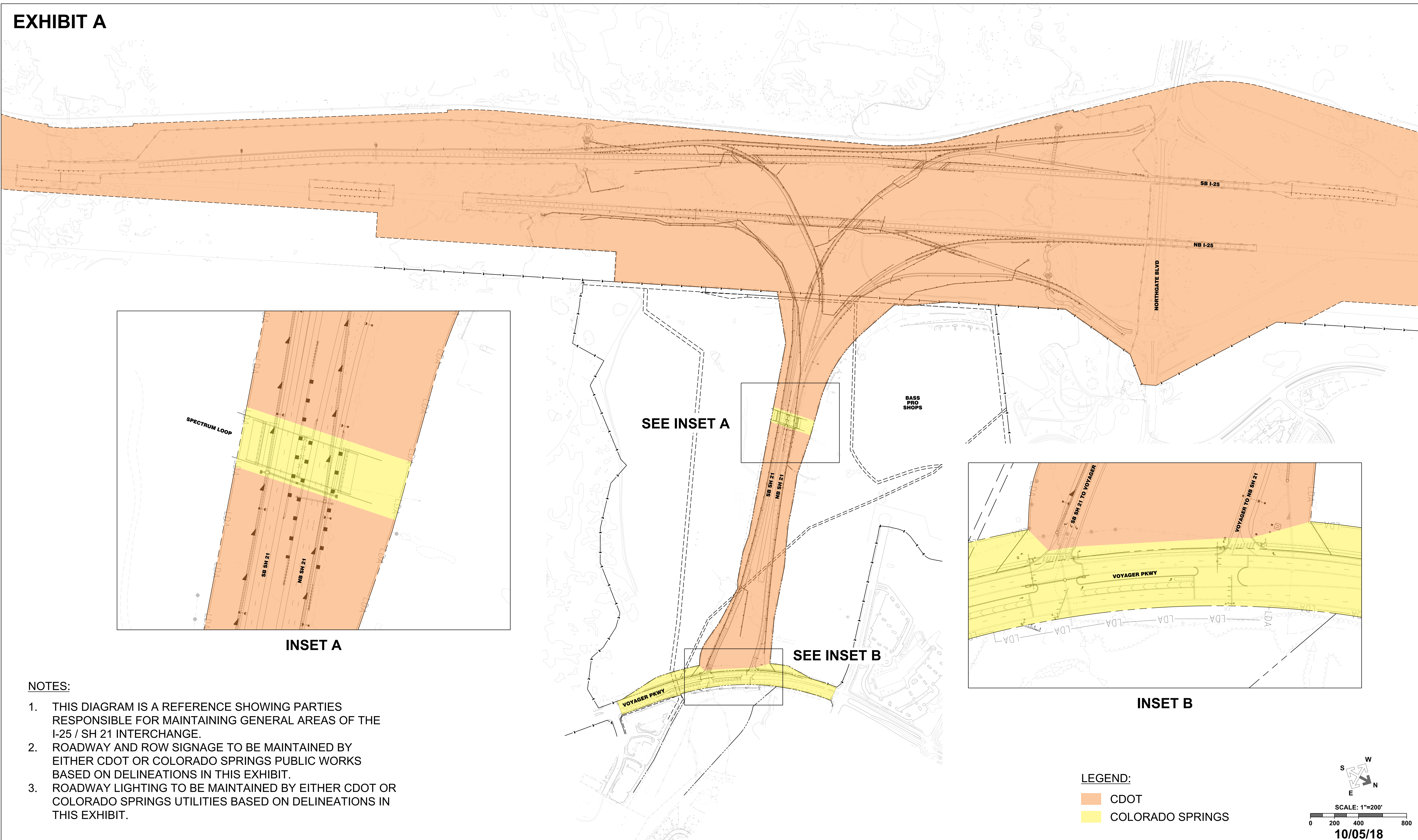
### NOTES:

1. ANY FUTURE PROPERTY ANNEXED BY THE CITY OF COLORADO SPRINGS SHALL BECOME THE MAINTENANCE RESPONSIBILITY OF THE CITY.



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# EXHIBIT A



**NOTES:**

1. THIS DIAGRAM IS A REFERENCE SHOWING PARTIES RESPONSIBLE FOR MAINTAINING GENERAL AREAS OF THE I-25 / SH 21 INTERCHANGE.
2. ROADWAY AND ROW SIGNAGE TO BE MAINTAINED BY EITHER CDOT OR COLORADO SPRINGS PUBLIC WORKS BASED ON DELINEATIONS IN THIS EXHIBIT.
3. ROADWAY LIGHTING TO BE MAINTAINED BY EITHER CDOT OR COLORADO SPRINGS UTILITIES BASED ON DELINEATIONS IN THIS EXHIBIT.

**LEGEND:**

- CDOT
- COLORADO SPRINGS

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**10/05/18**