

(Local \$CDOTWRK)
PROJECT FBR 044A-010, (18206)
REGION 6/(JH)

Routing # 12 HA6 _____
SAP # _____
FOR CDOT TRACKING PURPOSES (subject to change).

Rev 10/03

CONTRACT

THIS CONTRACT made this ____ day of _____ 2012, by and between the State of Colorado acting by and through the **Department of Transportation** (“State” or “CDOT”) and **Adams County**, 12200 Pecos Street, Westminster, Colorado 80234, CDOT Vendor #: 5100456, **City of Thornton**, 9500 Civic Center Drive, Thornton, Colorado 80229, CDOT Vendor #: 2000088 and **City of Commerce City**, 7887 East 60th Avenue, Commerce City, Colorado 80022, hereinafter collectively referred to as the “Contractors” or the “Local Agencies”, the State and the Local Agencies together shall be referred to as the “Parties.”

RECITALS

1. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
2. Pursuant to 43-2-104.5 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 agencies) highway system. The State has funding available to reconstruct the 104th Avenue Bridge over the South Platte River.
3. Local Agencies anticipate reimbursing State performing the Work to widen and enhance the 104th Avenue Bridge over the South Platte River. By the date of execution of this contract, the Local Agencies and/or the State have completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Project Work.
4. The Local Agencies have made funds available for Project FBR 044A-010 (18206), which shall consist of Local Agencies reimbursing State for performing the Work to widen and enhance the 104th Avenue Bridge over the South Platte River, referred to as the “Project” or the “Work.” Such Work will be performed in Adams County, Colorado, specifically described in **Exhibit A**.
5. The Local Agencies have funds available and desire to provide 100% of the funding for the Work.
6. The Parties have estimated the total cost of the Work and are prepared to provide the funding required for the Work, as evidenced by appropriate ordinances or resolutions duly passed and adopted by the authorized representatives of the Local Agencies, which expressly authorizes the Local Agencies to enter into this contract and to expend its funds for the Work under the Project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
7. 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 and **Exhibit B**.

8. 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 or the Work under this contract shall consist of Local Agencies reimbursing State for the widening and the enhancements to the 104th Avenue Bridge over the South Platte River, in Adams County, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

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

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

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. The term of this contract shall continue through the completion and final acceptance of the Project by the State, FHWA and the Local Agencies.

Section 4. Project Funding Provisions

A. The Parties have estimated the total cost of the Work and are prepared to provide the funding for the Work, as evidenced by appropriate ordinances or resolutions duly passed and adopted by the authorized representatives of the Local Agencies, which expressly authorizes the Local Agencies to enter into this contract and to expend their funds for the Project. Copies of these ordinances or resolutions are attached hereto and incorporated herein as **Exhibit B**.

B. The Local Agencies have estimated the total cost of the Work to be \$2,000,000.00, which is to be funded as follows:

- | | | |
|----|--|----------------|
| a. | Adams County Contribution (50%) | \$1,000,000.00 |
| b. | City of Thornton Contribution (25%) | \$500,000.00 |
| c. | City of Commerce City Contribution (25%) | \$500,000.00 |

Total Funds:	\$2,000,000.00
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C. The maximum amount payable by the Local Agencies under this contract shall be \$2,000,000.00, unless such amount is increased by an appropriate written modification to this contract executed before any increased cost is incurred. It is understood and agreed by the Parties hereto that the total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this contract, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the Parties prior to bid and award. Any savings realized associated with the Local Agencies' contributions will be applied by the percentage based on the contribution percentage in Section 4. B above. These savings will be applied at the final settlement of the project.

D. The Parties hereto agree that this contract is contingent upon all funds designated for the Project herein being made available from State sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by any Party, provided that any Party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

E. Adams County will make one payment of \$500,000.00 on or before December 31, 2013 and one payment of \$500,000.00 upon acceptance of project.

F. The City of Thornton will make one payment of \$250,000.00 on or before December 31, 2013 and one payment of \$250,000.00 upon acceptance of project.

G. Commerce City will make one payment of \$250,000.00 on or before December 31, 2013, and one payment of \$250,000.00 upon acceptance of project.

Section 5. Project Payment Provisions

A. Each 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 contract.

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

1. Upon receipt of each bill from the State, each respective Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should each 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, each Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due each of the Local Agencies 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 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 each 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 6. State and Local Agency Commitments

The Local Agency Contract Administration Checklist in **Exhibit D** describes the Work to be performed and assigns responsibility of that Work to either the Local Agencies or the State. The "Responsible Party" referred to in this contract means the Responsible Party as identified in the Local Agency Contract Administration Checklist in **Exhibit D**.

A. Design [if applicable]

1. If the Work 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 Responsible Party 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 Work includes construction, the Responsible Party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Local Agency Contract Administration Checklist. 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, as described in the Local Agency Contract Administration Checklist.
2. If 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 contract, 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 Agencies, advertise the call for bids and upon concurrence by the Local Agencies will award the construction contract(s) to the low responsive, responsible bidder(s).
 - (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 CRS § 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 Agencies have 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 Agencies must declare their concurrence or non-concurrence within 7 working days after said bids are publicly opened.
 - (3) By indicating its concurrence in such award, the Local Agencies, acting by or through their duly authorized representatives, agree 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 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 7. ROW Acquisition and Relocation

If the Project includes right of way, prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State 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 are specifically set forth in CDOT's Right of Way Manual. The manual is located at 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 Agencies shall immediately convey title to such right of way to CDOT after the Local Agencies obtains title.

Section 8. 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 that all such clearances have been obtained.

Section 9. 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 Responsible Party 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 Responsible Party 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 10. 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 11. Maintenance Obligations

The State will maintain and operate the bridge and associated roadway improvements constructed under this contract at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The State 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 State's obligations to maintain such improvements. The State and FHWA will make periodic inspections of the Project to verify that such improvements are being adequately maintained.

Section 12. 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 contract. The State shall maintain such records for a period of three (3) years after the date of termination of this contract 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 Agencies and FHWA to inspect the Project and to inspect, review and audit the Project records.

Section 13. Termination Provisions

This contract may be terminated as follows:

A. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract 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 Agencies 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 Agencies shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agencies shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agencies 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 Agencies under this contract shall, at the option of the State, become its property, and the Local Agencies shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agencies shall be obligated to return any payments advanced under the provisions of this contract.

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

If after such termination it is determined, for any reason, that the Local Agencies were not in default or that the Local Agencies' action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the Parties shall be the same as if the contract had been terminated for convenience, as described herein.

Section 14. Legal Authority

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

Section 15. Representatives and Notice

The State will provide liaison with the Local Agencies through the State's Region Director, Reza Akhavan, Region 6, 2000 South Holly Street, Denver, CO 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 Agencies for commencement of the Work. All communications relating to the

day-to-day activities for the Work shall be exchanged between representatives of the State's Transportation Region 6 and the Local Agencies. 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:

Bruce Naylor
CDOT Region 6
2000 South Holly Street
Denver, Colorado 80222
(303) 757-9964

If to Adams County:

Jeanne Shreve
Adams County
4430 South Adams County Pkwy
1st Floor, W2000A
Brighton, Colorado 80601
(720) 523-6847

If to City of Thornton:

Gene Putman
9500 Civic Center Drive
Thornton, CO 80299
720-977-6254

If to City of Commerce City:

Glenn Ellis
8602 Rosemary Street
Commerce City, CO 80022
(303) 289-8172

Section 16. Successors

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

Section 17. Third Party Beneficiaries

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

Section 18. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., CRS, as now or hereafter amended. The Parties understand and agree that liability for

claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., CRS, as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., CRS, as now or hereafter amended.

Section 19. Severability

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

Section 20. Waiver

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

Section 21. Entire Understanding

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

Section 22. Survival of Contract Terms

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

Section 23. Modification and Amendment

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 the Parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

Section 24. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agencies mail or otherwise furnish 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 Agencies 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 Agencies shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTORS:

**STATE OF COLORADO:
JOHN W. HICKENLOOPER
GOVERNOR**

ADAMS COUNTY

Legal Name of Contracting Entity

By _____
Timothy J. Harris, P.E., Chief Engineer
For Donald E. Hunt, Executive Director
Department of Transportation

5100456

CDOT Vendor Number

X _____
Signature of Authorized Officer

Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate seal or attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

CITY OF THORNTON

Legal Name of Contracting Entity

200088

CDOT Vendor Number

X _____
Signature of Authorized Officer

Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate seal or attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

CITY OF COMMERCE CITY
Legal Name of Contracting Entity

2000396
CDOT Vendor Number

X _____
Signature of Authorized Officer

Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate seal or attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

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

Project: FBR 044A-010
SH44: Over Bull Seep & S Platte
Subaccount: 18206

This Bridge Enterprise Project will replace two structures located in Adams County, CDOT Region 6:

1. Structure E-17-ER: Located at Reference Point 2.67 on 104th Avenue (SH 44). This structure carries SH 44 over Bull Seep. Structure E-17-ER will be replaced with a concrete box culvert.
2. Structure E-17-CA: Located at Reference Point 2.90 on 104th Avenue. This structure carries SH 44 over the South Platte River. Structure E-17-CA will be widened to include four 12-ft lanes, a 4-ft separator, 2-ft shoulders, 10-ft sidewalk/bikepath and bridge rail on both sides. The Project will include designing tie-ins to the adjacent roadway.

Structure E-17-BZ, the South Platte River overflow structure, will become obsolete with the replacement of E-17-CA and will be removed as part of this Project. The structure is located west of the South Platte River approximately at Reference Point 3.02.

The Project is scheduled to be advertised in December 2012. Construction is expected to begin in spring 2013 and to be completed in fall of 2014.

The original scope for replacement of structure E-17-CA included replacement of the existing two-lane structure in kind with wider shoulders (10 ft shoulders replacing 3 ft shoulders). This IGA is to document that three local agencies, Adams County, the City of Thornton, and Commerce City are contributing a total of \$2,000,000.00 overmatch to the Project's Bridge Enterprise funding to enable widening structure E-17-CA to four lanes with a 4-ft median separator, 2-ft shoulders, 10-ft sidewalk/bikepath and bridge rail on both sides. The funds will be applied to the design, right of way, and construction phases of the Project.

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

The following checklist has been developed to ensure that all required aspects of a project approved for Federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for Federal funding in the Statewide Transportation Improvement Program, the Colorado Department of Transportation (CDOT) Project Manager, Local Agency project manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual agreement between the Local Agency and CDOT. The CDOT Agreements Unit will not process a Local Agency agreement without this completed checklist. It will be reviewed at the Final Office Review meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. FBR 044A-010	STIP No. SDR 7079	Project Code 18206	Region 6
Project Location SH44: OVER BULL SEEP & S. PLATTE			Date 4-12-12
Project Description Reconstruction of Str E-17-CA, SH44 over South Platte River; Replace Str E-17-ER, SH 44 over Bull Seep, with a CBC			
Local Agency 1. Adams County, 2. City of Thornton, 3. Commerce City CDOT Resident Engineer Gus Bieber		Local Agency Project Manager 1. Jeanne Shreve, 2. Gene Putman, 3. Glenn Ellis CDOT Project Manager Bruce Naylor	
<p>INSTRUCTIONS:</p> <p>This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i>.</p> <p>The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.</p> <p>Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.</p> <p>The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.</p>			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consistent with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463		X
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement		X
5.4	Conduct Design Scoping Review Meeting		X
5.5	Conduct Public Involvement	NA	NA
5.6	Conduct Field Inspection Review (FIR)		X
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)		X
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)		X
5.9	Obtain Utility and Railroad Agreements		X
5.10	Conduct Final Office Review (FOR)		X
5.11	Justify Force Account Work by the Local Agency	NA	NA
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items		X
5.13	Document Design Exceptions - CDOT Form 464		X
5.14	Prepare Plans, Specifications and Construction Cost Estimates		X
5.15	Ensure Authorization of Funds for Construction		X

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		X
6.2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Gus Bieber _____ 4-12-12 _____ CDOT Resident Engineer (Signature on File) Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances		X
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	NA	NA
7.2	Advertise for Bids		X
7.3	Distribute "Advertisement Set" of Plans and Specifications		X
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement		X
7.5	Open Bids		X
7.6	Process Bids for Compliance		
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence		X
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract		X
7.10	Provide "Award" and "Record" Sets of Plans and Specifications		X
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor		X
8.2	Project Safety		X
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B)		X
	Pre-survey		
	• Construction staking		X
	• Monumentation		X
	Partnering (Optional)		X
	Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)		X
	Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)		X
	HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)		X
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents		X
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Gus Bieber _____ 303 757-9914 _____ Local Agency Professional Engineer or Phone number CDOT Resident Engineer		X

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications		X
	Construction inspection and documentation		X
8.6	Approve Shop Drawings		X
8.7	Perform Traffic Control Inspections		X
8.8	Perform Construction Surveying		X
8.9	Monument Right-of-Way		X
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates		X
	Provide the name and phone number of the person authorized for this task.		
	Gus Bieber (CDOT) _____ 303 757-9914 _____ Local Agency Representative Phone number		
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	NA	NA
8.12	Prepare Local Agency Reimbursement Requests		X
8.13	Prepare and Authorize Change Orders		X
8.14	Approve All Change Orders		X
8.15	Monitor Project Financial Status		X
8.16	Prepare and Submit Monthly Progress Reports		X
8.17	Resolve Contractor Claims and Disputes		X
8.18	Conduct Routine and Random Project Reviews		
	Provide the name and phone number of the person responsible for this task.		X
	Gus Bieber _____ 303 757-9914 _____ CDOT Resident Engineer Phone number		
MATERIALS			
9.1	Conduct Materials Pre-Construction Meeting		X
9.2	Complete CDOT Form 250 - Materials Documentation Record		X
	• Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project		X
	• Update the form as work progresses		X
	• Complete and distribute form after work is completed		X
9.3	Perform Project Acceptance Samples and Tests		X
9.4	Perform Laboratory Verification Tests		X
9.5	Accept Manufactured Products		X
	Inspection of structural components:		
	• Fabrication of structural steel and pre-stressed concrete structural components		X
	• Bridge modular expansion devices (0" to 6" or greater)		X
	• Fabrication of bearing devices		X
9.6	Approve Sources of Materials		X
9.7	Independent Assurance Testing (IAT), Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input checked="" type="checkbox"/>		
	• Generate IAT schedule		X
	• Schedule and provide notification		X
	• Conduct IAT		X
9.8	Approve mix designs		
	• Concrete		X
	• Hot mix asphalt		X
9.9	Check Final Materials Documentation		X
9.10	Complete and Distribute Final Materials Documentation		X

CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements		X
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist		X
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280		X
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements		X
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire		X
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)		X
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report		X
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11.2	Write Final Project Acceptance Letter		X
11.3	Advertise for Final Settlement		X
11.4	Prepare and Distribute Final As-Constructed Plans		X
11.5	Prepare EEO Certification		X
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications		X
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)		X
11.8	Obtain CDOT Form 17 from the Contractor and Submit to the Resident Engineer		X
11.9	Obtain FHWA Form 47 - Statement of Materials and Labor Used ... from the Contractor		X
11.10	Complete and Submit CDOT Form 1212 - Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment		X
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure		X
11.14	Retain Final Version of Local Agency Contract Administration Checklist		X

- cc: CDOT Resident Engineer/Project Manager
 CDOT Region Program Engineer
 CDOT Region EEO/Civil Rights Specialist
 CDOT Region Materials Engineer
 CDOT Contracts and Market Analysis Branch
 Local Agency Project Manager