



AGENDA
for the Board of Trustees
of the Town of Palisade, Colorado
341 W 7th Street (Palisade Civic Center TRAINING ROOM)
November 5, 2024

6:00 pm SPECIAL Meeting

Work Session to Follow

- I. **SPECIAL MEETING CALLED TO ORDER AT 6:00 pm**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **AGENDA ADOPTION**
- V. **NEW BUSINESS**
 - A. **RESOLUTION 2024-26: Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for Highway 6 Roundabout Maintenance**
 The Board of Trustees will consider an IGA with CDOT for the operation and maintenance of a portion of the Highway 6 roundabout project.
 - 1. Staff Presentation
 - 2. Board Discussion
 - 3. Decision - Motion, Second, and Rollcall Vote to:
*Approve, deny, or postpone (until November 12, 2024), Resolution 2024-26 directing the Mayor to enter into an IGA with CDOT for the operation and maintenance of a portion of the Highway 6 roundabout project **as presented / as amended.***
 - B. **RESOLUTION 2024-27: Contract with the Colorado Department of Transportation (CDOT) to construct a multimodal path along Highway 6**
 The Board of Trustees will consider directing the Town Manager to enter into contract with CDOT to construct a multimodal path along Highway 6 in conjunction with the Highway 6 Intersection Improvement project.
 - 1. Staff Presentation
 - 2. Board Discussion
 - 3. Decision - Motion, Second, and Rollcall Vote to:
*Approve, deny, or postpone (until November 12, 2024), Resolution 2024-27 directing the Town Manager to enter into contract with CDOT to construct a multimodal path along Highway 6 in conjunction with the Highway 6 Intersection Improvement project for an amount not to exceed \$40,000.00 **as presented / as amended.***

C. Contract for construction of the 2024 Connecting Sidewalk Project

The Board of Trustees will consider directing the Town Manager to enter into contract for the construction and repair of sidewalks in Old Town Palisade. This project is in the 2024 Town of Palisade Budget under Capital Improvement Projects.

1. Staff Presentation
2. Board Discussion
3. Decision - Motion, Second, and Rollcall Vote to:

*Approve, deny, or postpone (until November 12, 2024), directing the Town Manager to enter into contract with Adcock Concrete for the construction and repair of sidewalks in Old Town Palisade for an amount not to exceed \$196,926.60, which includes a 20% contingency **as presented / as amended.***

VI. ADJOURNMENT

VII. WORK SESSION

- A. 2025 Budget Discussion
- B. Tourism Advisory Board Ordinance Discussion



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: November 5, 2024

Presented By: J Hawkinson, Manager - B Guillory, Town Engineer

Re: **RESOLUTION 2024-26: IGA with CDOT for the Maintenance of Landscaping, Sand Filters, and Multi-modal paths with the completion of the Highway 6 & Elberta Roundabout**

SUMMARY:

The Colorado Department of Transportation (CDOT) has presented an Intergovernmental Agreement (IGA) to the Town of Palisade regarding the responsibility of maintenance of the roundabout area on Highway 6 once it is complete. CDOT is investing an estimated \$15 million in this roundabout project. It has been on the Palisade Capital Project Improvement list since 2013. This project improves safety for vehicles, pedestrians, and bicyclists.

The Town has a current IGA with CDOT on Hwy 6 maintenance. The current responsibilities include:

- CDOT is responsible for paving, street painting, street sweeping, and snow plowing if needed.
- The Town is responsible for landscaping, stormwater detention areas between Hwy 6 & frontage roads, signs, Xcel Energy lights, weed control, and sidewalk maintenance.
- The Town is also responsible for plants, trees, and irrigation added to the highway.

The new IGA adds the following responsibilities to the Town for the roundabout:

- the cleaning and maintenance of the sand filters for stormwater quality per EPA requirements
- any plants & irrigation added by the Town in the landscaping
- purchasing and maintaining lane separators between traffic lanes and the multi-use paths

NOTE: This project adds the maintenance of new stormwater sand filtration. The sand filters are considered a 'Gold Standard' in stormwater N5 clean water requirements. CDOT and the Town must follow all clean water acts, as these are EPA standards. With future improvements to the storm drains off Hwy 6 to the river, N5 stormwater requirements need to be addressed, which is the addition of sand filters to capture debris from the run-off of pavement.

The added maintenance of the sand filters is minimal. They need to be raked in the spring and fall, with occasional trash/ debris removal as needed. No special equipment is needed to maintain the sand filters - just landscape hand rakes, with an estimated time of four workers at four days a year. The Town owns a storm drain jet that can be used to clean the sand filters as part of storm drainage maintenance.

BOARD DIRECTION:

Give Direction to the Mayor to sign the IGA with CDOT.

**TOWN OF PALISADE, COLORADO
RESOLUTION NO. 2024-26**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE HIGHWAY 6 AND ELBERTA AVENUE IMPROVEMENTS: PROJECT # C 0063-067 (24648).

WHEREAS, the Colorado Department of Transportation (“CDOT”) is constructing improvements to the intersection of Elberta Avenue and Highway 6 (the “Project”); and

WHEREAS, the Project includes several Permanent Water Quality (“PWQ”) facilities and related elements for preventing stormwater pollution (the “Facilities”); and

WHEREAS, CDOT has prepared an Intergovernmental Agreement to expressly state the division of maintenance and operation obligations of the Facilities between the Town and CDOT (the “IGA”); and

WHEREAS, the Board of Trustees of the Town of Palisade desires to approve the IGA between the Town and CDOT.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO THAT:

Section 1: The Board of Trustees of the Town of Palisade hereby approves the IGA between the Town of Palisade and the Colorado Department of Transportation for the Highway 6 and Elberta Avenue Improvements: Project # C 0063-067 (24648).

Section 2: The Board of Trustees of the Town of Palisade authorizes the Town Manager, Janet Hawkinson, to execute the IGA on behalf of the Town.

RESOLVED, APPROVED, and ADOPTED this 5th day of November 2024

TOWN OF PALISADE, COLORADO

Greg Mikolai, Mayor

ATTEST:

Keli Frasier, CMC
Town Clerk

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency Department of Transportation		Agreement Routing Number 24-HA3-XC-00021	
Local Agency TOWN OF PALISADE		Agreement Effective Date The later of the effective date or February 6, 2024	
Agreement Description US 6 Palisade Improvements			
Project # C 0063-067 (24648)	Region # 3	Contract Writer BH	Agreement Maximum Amount \$0.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

<p style="text-align: center;">LOCAL AGENCY</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">Signature</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">By: (Print Name and Title)</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">Keith Stefanik, P.E., Chief Engineer</p> <p style="text-align: center;">Date: _____</p>
<p>2nd State or Local Agency Signature if Needed</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">Signature</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">By: (Print Name and Title)</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">Assistant Attorney General</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">By: (Print Name and Title)</p> <p style="text-align: center;">Date: _____</p>

AGREEMENT

This Agreement, is entered into by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION (the “State” or “CDOT”), and the TOWN OF PALISADE (the “Local Agency”); CDOT and the Local Agency individually shall be referred to as a “Party”, and together shall be referred to as the “Parties.” This Agreement shall not be valid or enforceable until the Effective Date as shown on the Signature and Cover Page of this Agreement.

RECITALS

CDOT has designed and constructed improvements for the US 6 Palisade Improvements in the TOWN OF PALISADE, Colorado, (“Project”) and/or CDOT has constructed several Permanent Water Quality (“PWQ”) facilities and related elements for preventing stormwater pollution (“Facilities”); and

The Parties recognize the importance and benefit to their respective systems by the Local Agencies’ operation and maintenance of a portion of the Project and/or Facilities; and

The Parties recognize that PWQ maintenance and operations is specific to the kind of Facility constructed. The Operation & Maintenance Plan Guidance (“O & M Guidance”) is used to create the final Operations & Maintenance Plan (“O & M Plan”). The URL for the O & M Guidance is in **Exhibit D**; and

The Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations (the “Work”) on the Project as shown in **Exhibit A** and on the Facilities as shown in **Exhibit B** pursuant to §43-2-135, C.R.S.; and

The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily carry out its operations and maintenance responsibilities under this Agreement; and

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

This Agreement is executed by the State under authority of §§43-1-106, 43-1-110, 43-1-201, et seq., 43-2-102, 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 Agreement. Authorization may be evidenced by an appropriate ordinance/resolution or authority letter. A copy of any such ordinance/resolution or authority letter may be attached as **Exhibit C**. The provision by the Local Agency to CDOT of such ordinance/resolution or authority letter is at the Local Agency’s discretion; and

These recitals are hereby incorporated into the terms of this Agreement.

NOW, THEREFORE, it is hereby agreed that:

I. **Scope of Work**

The Work under this Agreement shall consist of the inspection, operations,

maintenance, and repair responsibilities of the Project and/or Facilities as set forth and depicted in **Exhibit A** and/or **Exhibit B**.

II. Exhibits

The Exhibits attached to this Agreement are:

Exhibit A- Scope of Work of the Project

Exhibit B- Scope of Work of PWQ Facilities

Exhibit C- Local Agency Resolution

Exhibit D- Preparation Guidelines for Operation & Maintenance Plans

Exhibit E- PII Certification

III. 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. Special Provisions contained in Section IX of this Agreement
2. This Agreement
3. **Exhibit A-** Scope of Work of the Project
4. **Exhibit B-** Scope of Work of PWQ Facilities
5. **Exhibit D-** Preparation Guidelines for Operations & Maintenance Plans
6. **Exhibit C-** Local Agency Resolution
7. **Exhibit E-** PII Certification

IV. Term

This Agreement shall begin the date approved by all Parties and shall extend for the useful life of the improvements, unless earlier modified or terminated by written agreement of the Parties.

V. CDOT Commitments

- A. CDOT shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as CDOT's area of responsibility shown in **Exhibit A** and/or **Exhibit B**.
- B. CDOT shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for said activities for those portions of the Work identified as CDOT's area of responsibility in **Exhibit A** and/or **Exhibit B**.
- C. CDOT grants the Local Agency access to enter CDOT Right of Way ("ROW") to perform inspection and maintenance duties. Though a separate access permit will not be required, notification to CDOT of a Local Agency approved and CDOT accepted Method of Handling Traffic shall be required for any work impacting traffic.
- D. CDOT (and FHWA, if applicable) may make periodic inspections of the Project and/or Facilities to verify that they are being adequately operated, maintained, and repaired. If CDOT inspections indicate the Project and/or Facilities are not functioning as designed, CDOT may issue a written notice to the Local Agency to cure deficiencies. In the event the deficiencies are not remedied within the Project and/or Facilities timeline after written notice from CDOT to the Local

Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project and /or Facilities. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

VI. Local Agency Commitments

- A. The Local Agency shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as the Local Agency's area of responsibility for the Work shown in **Exhibit A** and/or **Exhibit B**.
- B. The Local Agency shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for those portions of the Work identified as the Local Agency's area of responsibility, as shown in **Exhibit A** and/or **Exhibit B**.
- C. All Work by the Local Agency must be performed by a person experienced in the inspection, operation, and maintenance of the Project and/or Facilities. This is to ensure that the Project and/or Facilities are operating as designed. Any inspection form may be used if it is acceptable by agreement of the Parties.
- D. The Local Agency grants CDOT access to enter Local Agency ROW to perform CDOT's inspection, operation, maintenance, and repair duties of the Work.
- E. If after inspection of the Project and/or Facilities, CDOT may issue a written notice to cure deficiencies if the Local Agency fails to inspect, report, or properly maintain the Project and/or Facilities identified in **Exhibit A** and/or **Exhibit B**. In the event the deficiencies are not remedied within the Project and/or Facilities timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project and/or Facilities. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.
- F. If Work includes PWQ Facilities, the Local Agency will create the O & M Plan utilizing the O & M Guidance referenced in **Exhibit D**. The O & M Plan will be submitted to CDOT for prior approval. Final invoice for the construction of the PWQ Facility will not be paid until the O & M Plan is approved and accepted by CDOT.

VII. Joint Commitments

- A. CDOT and the Local Agency will provide liaison through the representatives listed below. If the representatives or contact information changes the Party is to give written notice regarding the substitution of representatives or contact information to the other Party's Liaisons.

CDOT Project Liaison

Justin Eller EIT 2
R3
606 S 9th St
Grand Junction, CO 81501
(970) 712-7421
justin.eller@state.co.us

CDOT Facilities PWQ Liaison

Justin Eller EIT 2
R3
606 S 9th St
Grand Junction, CO 81501
(970) 712-7421
justin.eller@state.co.us

Local Agency Project Liaison

Janet Hawkinson, Town Manager
Town of Palisade
175 East Third Street
Palisade, CO 81526
(970) 464-5602
jhawkinson@townofpalisade.org

Local Agency Facilities PWQ Liaison

Janet Hawkinson, Town Manager
Town of Palisade
175 East Third Street
Palisade, CO 81526
(970) 464-5602
jhawkinson@townofpalisade.org

- B. If safety concerns are identified relating to the Project and/or Facilities, the Parties will partner with each other and any other affected local jurisdictions to identify the appropriate response to maintain safe and functional Project and/or Facilities.
- C. Prior to commencing any activities, the Parties shall coordinate with each other to minimize impacts to landscaping and/or enhancements that were installed by the Local Agency. CDOT will not be responsible for replacing any enhanced landscaping or irrigation installed by the Local Agency.
- D. If Work includes PWQ Facilities, the Parties agree they will not remove or alter the Facilities in such a way that reduces the documented treatment area as originally constructed. Should CDOT modify the Facilities to add additional area treated, the changed treatment area shall be documented via a drainage report and shared with the Local Agency.
- E. In the event the Project and/or Facilities fail due to surpassing their useful life cycle, the Parties will be responsible for improvements that are not covered by maintenance responsibilities of the Local Agency pursuant to **Exhibit A** and/or **Exhibit B**.
- F. Any fines levied against CDOT, or the Local Agency shall be the responsibility of the Party whose action or inaction is the cause of the fine, regardless of which Party the fine is levied against.
- G. The Parties shall make, keep, maintain, and allow inspection and monitoring by CDOT, of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications pertaining in any manner to the Work. The Parties shall maintain such records for the useful life of the Project and/or Facilities, following federal, State, and Local Agency record retention policies in either paper or electronic form.

VIII. General Provisions

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement.

D. Modification

The State may modify the terms and conditions of this Agreement by issuance of an updated Agreement, which shall be effective if Local Agency accepts Agreement Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Agreement in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Issuance Date. Local Agency shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Agreement and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Agreement in accordance with the intent of the Agreement.

H. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Local Agency shall comply with and the work provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's work and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

IX. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts (agreements). Contractor refers to Local Agency and Contract refers to Agreement.

A. Statutory Approval §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. Compliance with Law

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to

this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. Software Piracy Prohibition

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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Exhibit A
Scope of Work of the Project

SCOPE OF WORK

The US 6 Palisade Improvements project is an intersection reconstruction project located at the intersection of US 6 and Elberta Avenue in Palisade Colorado. The limits of the project include MP 42.45 (Rupp Avenue) to MP 43 (Iowa Avenue).

The overall project scope includes construction of a Roundabout and converting the Frontage Roads to 1-way to incorporate a shared use path. The project includes, a roundabout, sand filters for Permanent Water Quality, storm drain that ties into existing infrastructure, minor utility relocations, sidewalks, ADA ramps, asphalt paving, and signing/stripping safety improvements.

US 6 Maintenance Responsibilities

Roadway

Feature/Maintenance Activity	Agency Responsible
Pavement	CDOT
Signs	CDOT
Delineators (Frontage Roads)	Town of Palisade
Pavement Marking (Highway 6)	CDOT
Pavement Marking (Frontage Roads)	Town of Palisade
Street Sweeping (Highway 6)	CDOT
Street Sweeping (Frontage Roads)	Town of Palisade
Snow Plowing (Highway 6)	CDOT
Snow Plowing (Frontage Roads)	Town of Palisade
Snow Plowing (Sidewalks / ADA Ramps)	Town of Palisade/Others
Guardrail (New and Existing)	CDOT
Landscaping	Town of Palisade
Sidewalks / Trail	Town of Palisade

Structures

Feature/Maintenance Activity	Agency Responsible
Retaining Walls	CDOT
Any Landscape Structures	Town of Palisade

Utilities

Feature/Maintenance Activity	Agency Responsible
Private Utilities	Others

Exhibit B
Scope of Work of PWQ Facilities

SCOPE OF WORK

The US 6 Palisade Improvements project is an intersection reconstruction project located at the intersection of US 6 and Elberta Avenue in Palisade Colorado. The limits of the project include MP 42.45 (Rupp Avenue) to MP 43 (Iowa Avenue).

The overall project scope includes construction of a Roundabout and converting the Frontage Roads to 1-way to incorporate a shared use path. To avoid increasing flow rates to existing drainage outfalls the project will include Permanent Water Quality (PWQ) sand filters. These sand filters will be in multiple locations within the project limits. The sand filters include a perforated pipe covered with sand that filter the water coming from the roadway. All drainage infrastructure being added to this project will tie into existing outfalls with the use of inlets and pipes.

US 6 Maintenance Responsibilities for PWQ

Drainage

Feature/Maintenance Activity	Agency Responsible
Cross-Culverts	Town of Palisade
Storm Drain Pipes	Town of Palisade
Inlets	Town of Palisade
Permanent Water Quality Sand Filters	Town of Palisade

Exhibit C

Local Agency Resolution (if applicable)

Exhibit D

Preparation Guidelines for Operation & Maintenance Plans (if applicable)

The Preparation Guidelines for Operations and Maintenance Plans should be used as reference in creating a plan tailored to this facility. The web addresses for the guidelines, examples of a plan and notes are below.

PREPARATION GUIDELINES FOR OPERATIONS AND MAINTENANCE PLANS (O&M PLANS) FOR PERMANENT WATER QUALITY CONTROL MEASURES (PWQ CMs)

<https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/pwq-permanent-water-quality/assets/o-m-plan-development-guidance-2019>

EXAMPLE PWQ CM OPERATIONS & MAINTENANCE PLAN

<https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/pwq-permanent-water-quality/assets/example-pwq-cm-maintenance-plan-2019>

EXAMPLE OF PWQ CM OPERATIONS & MAINTENANCE NOTES

<https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/pwq-permanent-water-quality/assets/example-pwq-cm-maintenance-notes-2019>

EXHIBIT E

PII Certification

STATE OF COLORADO

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: November 5, 2024

Presented By: J Hawkinson, Manager

Department: Administration

Re: **RESOLUTION 2024-27: Contract with CDOT for the Town contribution to the \$15 million Highway 6 & Elberta Roundabout Project and Multi-Use Pedestrian Lanes**

SUMMARY:

The Colorado Department of Transportation (CDOT) has presented a contract with the Town of Palisade for the estimated contribution of \$40,000 to purchase delineators between the new pedestrian and bicycle lanes, multi-use paths, that will be constructed on the Highway 6 frontage roads with the Elberta roundabout project.

The delineators are set to protect pedestrians from traffic going the wrong way on the frontage roads or using the multi-use path as a traffic lane. Currently, vehicles use both lanes. This project creates one-way vehicle travel lanes and 2-way multi-modal paths. Delineators are outside of the CDOT project scope. It is recommended that they are installed for safety since the current use of the area is changing. The delineators are the responsibility of the Town to purchase and maintain.

Staff has submitted a Safe Routes to School Grant that, if awarded, will be used to purchase these delineators.

BOARD DIRECTION:

Give Direction to the Town Manager to sign the contract with CDOT and allocate an estimated \$40,000 to the project.

**TOWN OF PALISADE, COLORADO
RESOLUTION NO. 2024-27**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO APPROVING THE CONTRACT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE HIGHWAY 6 AND ELBERTA AVENUE INTERSECTION IMPROVEMENTS: PROJECT # C 0063-067 (24648).

WHEREAS, the Colorado Department of Transportation (“CDOT”) is constructing improvements to the intersection of Elberta Avenue and Highway 6 (the “Project”); and

WHEREAS, the Project includes the installation of concrete curb stops with a tubular marker in between to provide a physical barrier between the shared use path and traffic (the “Facilities”); and

WHEREAS, CDOT has prepared Contract to expressly state the Town’s monetary contribution to the Project of \$40,000 and the division of maintenance and operation obligations of the Facilities between the Town and CDOT (the “Contract”); and

WHEREAS, the Board of Trustees of the Town of Palisade desires to approve the Contract between the Town and CDOT.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO THAT:

Section 1: The Board of Trustees of the Town of Palisade hereby approves the Contract between the Town of Palisade and the Colorado Department of Transportation for the Highway 6 and Elberta Avenue Improvements: Project # C 0063-067 (24648).

Section 2: The Board of Trustees of the Town of Palisade authorizes the Town Manager, Janet Hawkinson, to execute the Contract on behalf of the Town.

RESOLVED, APPROVED, and ADOPTED this 5th day of November 2024

TOWN OF PALISADE, COLORADO

Greg Mikolai, Mayor

ATTEST:

Keli Frasier, CMC
Town Clerk

(Local \$CDOTWRK)
PROJECT: C 0063-067 (24648)

REGION: R3 (BH)

CONTRACT

THIS CONTRACT, executed this ____ day of _____, _____ by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation (“State” or “CDOT”) and TOWN OF PALISADE, 175 EAST 3RD STREET, PALISADE, Colorado, 81526, CDOT Vendor #: 2100796 (“Local Agency”), 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. Total Contract Amount: \$40,000.00.
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. State funds may be awarded pursuant to Multimodal Transportation Options Funding (“MMOF”). MMOF means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund. These funds are subject to an expiration date.
5. 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.
6. The Local Agency has funds available and desires to provide 100% of the funding for the Work. These funds may be MMOF.
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, C.R.S.
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 work under this Contract shall consist of US 6 Palisade Improvements, and the Local Agency shall provide their Contribution toward the Project, in Palisade, 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:

- A. This Contract
- B. **Exhibit A** (Scope of Work)
- C. Other Exhibits in descending order of their attachment.

Section 3. Term

This Contract shall be effective upon approval of the CDOT Chief Engineer or designee and shall terminate on October 22, 2034, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

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 evidenced by an the signing of this Contract, which expressly authorizes the Local Agency the authority to expend its Contribution toward the Project.
- B. The contribution is estimated to be \$40,000.00.
- C. **The maximum amount payable by the Local Agency under this contract shall be \$40,000.00** unless such amount is increased by an appropriate written modification to this contract executed by the Parties hereto before any increased cost is incurred
- 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 either 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.

Section 5. 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 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.
- D. If the project is funded by MMOF, then the Local Agency must submit all documentation necessary to process the payments 30 days prior to end of State fiscal year. The State fiscal year ends June 30th. MMOF projects must submit final billing for all work 30 days prior to the end of the State fiscal year that funds expire. If MMOF are used, and the State knows that the funds will expire, the State shall promptly notify Local Agency of the expiration date. The State will promptly notify the Local Agency if that expiration date changes.

Section 6. State and Local Agency Commitments

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

- 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 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 work 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. Subject to Section 5, 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 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 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 7. 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.coloradodot.info/business/manuals/right-of-way>.

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 8. 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 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 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. Prescribing 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 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 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 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 13. 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 14. 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 15. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 3, 606 9th Street, Grand Junction, CO 81501. 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 R3 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:
Justin Eller
CDOT Region R3
606 9th Street
Grand Junction, Colorado 81501
970.683.6364
justin.eller@state.co.us

If to the Local Agency:
Janet Hawkinson
Town of Palisade
175 East 3rd Street
Palisade, Colorado 81526
970.296.0468
jhawkinson@townofpalisade.org

Section 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this

Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the Parties to indemnify or hold Contractor harmless; requires the Parties to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

LOCAL AGENCY TOWN OF PALISADE	STATE OF COLORADO Jared S. Polis, GOVERNOR Colorado Department of Transportation
By: _____ *Signature	By: _____
Name: _____ (Print Name)	Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director
Title: _____ (Print Title)	Date: _____
Date: _____	_____
SECOND LOCAL AGENCY SIGNATURE, IF NEEDED TOWN OF PALISADE	
By: _____ *Signature	
Name: _____ (Print Name)	
Title: _____ (Print Title)	
Date: _____	

Exhibit A

Scope of Work

Name of Project: Palisade Improvements Project
Project Number: C 0063-067
Subaccount Number: 24648

SCOPE OF WORK

The US 6 Palisade Improvements project is an intersection reconstruction project located at the intersection of US 6 and Elberta Avenue in Palisade Colorado. The limits of the project include MP 42.45 (Rupp Avenue) to MP 43 (Iowa Avenue).

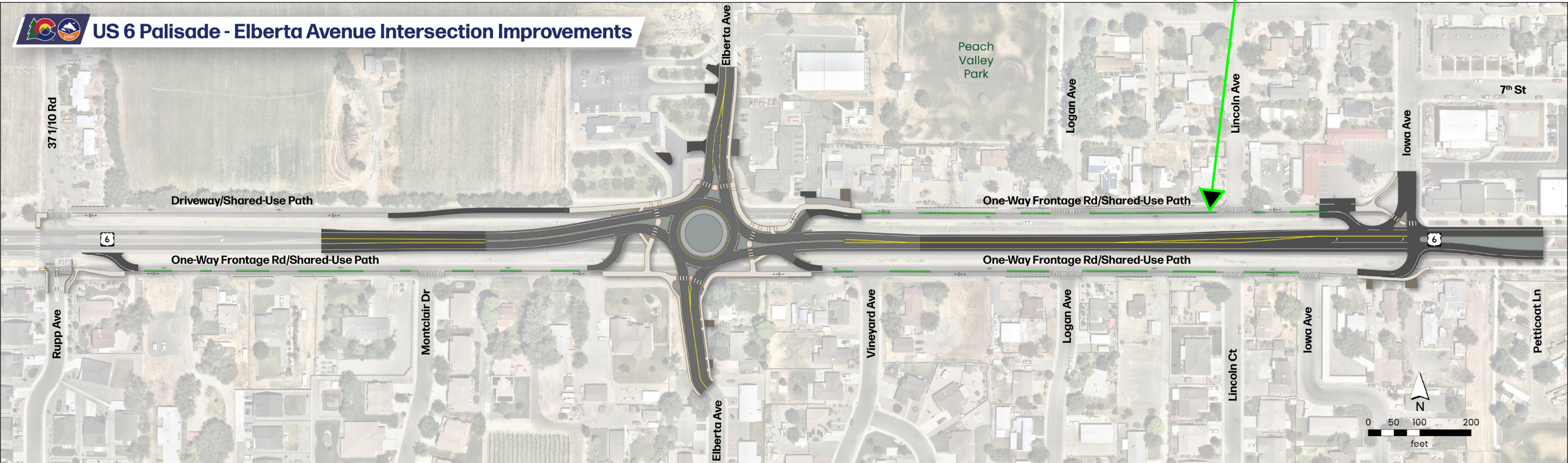
The overall project scope includes construction of a Roundabout and converting the Frontage Roads to 1-way to incorporate a shared use path. The project includes, a roundabout, sand filters for Permanent Water Quality, storm drain that ties into existing infrastructure, minor utility relocations, sidewalks, ADA ramps, asphalt paving, and signing/striping safety improvements.

The Town of Palisade will provide a total of \$40,000 to CDOT to install concrete curb stops with a tubular marker in between to provide a physical barrier between the shared use path and traffic (as shown in the attached exhibit). This also includes the install of tubular markers at the entrance of the shared use path at each city street to keep drivers from entering the shared use path. The Town of Palisade will also be responsible for future maintenance of the path separation.

The path separation will provide a less stressful location for pedestrians and bikers to travel. It will also help drivers delineate where the 1-way frontage road is compared to the shared use path.



PEDESTRIAN BIKE PATH SEPERATION





PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

Meeting Date: November 5, 2024
Presented By: Troy Ward
Department: Special Projects
Re: 2024 Connecting Sidewalk Project

SUBJECT:

2024 Connecting Sidewalk Project – Sidewalk Improvements – Old Town

SUMMARY:

The topic of connecting sidewalks and critical pathways in the Town of Palisade has been a work in progress for many years. The Board of Trustees allocated \$250,000 in the Capital Projects section of the 2024 budget to address Connecting Sidewalks.

Identification of nonexistent and/or replacement sidewalks was completed this year. Staff ranked and prioritized sidewalk needs and created the bid document. Staff contacted affected homeowners and businesses to inform them of the plans. Concerns were addressed and implemented into plans. The construction bid document was uploaded to Bidnet, and the Town received four bids for the project. A bid selection committee selected the bid from Adcock Concrete. This initial phase of the Connecting Sidewalks Project should be completed no later than May 2025.

Dennis Lytle is the project lead and is assisted by the project team of Devan Aziz, Todd Widegren, Brian Flenniken, Matt Enochs, Troy Ward, and administrative staff.

BOARD DIRECTION:

Direct the Town Manager to enter into contract with Adcock Concrete for the proposed bid of \$164,105.50 with a 20% contingency of \$32,821.10 and not to exceed \$196,926.60 for the Connecting Sidewalk Project.



W 4TH ST

379 W 4th St.
166 LF 5' SIDEWALK

20 LF DRIVEWAY

IOWA AVE

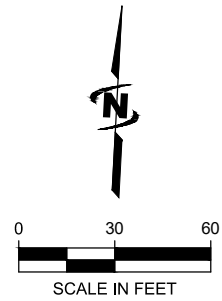
448 W 5th St.
22 LF 4' SIDEWALK

391 W 5th St.
25 LF 6' & 4' SIDEWALK

W 5TH ST

435 W 5th St.
20 LF 4' SIDEWALK, CURB, & GUTTER

LINCOLN AVE





W 3RD ST

14 LF DRIVEWAY

PEACH AVE

306 W 4th St.
209 LF 4' SIDEWALK

W 4TH ST

ADA CORNER RAMP

PEACH AVE

20 LF DRIVEWAY

410 Peach Ave.
20 LF 5' ALLEY APRON
(UTILITY POLE TO BE RELOCATED)

20 LF ALLEY APRON

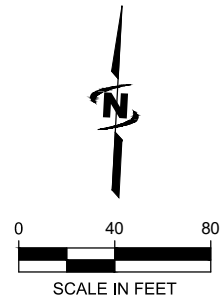
299 W 5th St.
277 LF 4' SIDEWALK,
CURB, & GUTTER

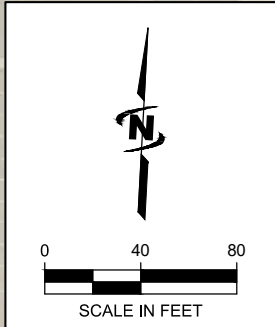
ADA CORNER RAMP
(PERPENDICULAR RAMPS STRADDLING
STORM DRAIN)
(UTILITY POLE TO BE RELOCATED)

20 LF DRIVEWAY

KLUGE AVE

W 5TH ST







W 7TH ST

231 W 7th St.
238 LF 4' SIDEWALK

REPLACE 20 LF CURB & GUTTER

20 LF DRIVEWAY

KLUGE AVE

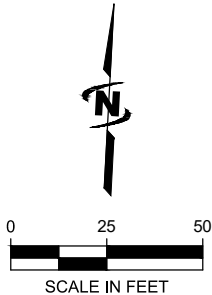
20 LF ALLEY APRON

20 LF ALLEY APRON

PEACH AVE

208 W 8th St.
60 LF 5' SIDEWALK

HIGHWAY 6



SCALE IN FEET



E 2ND ST

206 Bower Ave
64 LF 4' SIDEWALK

BOWER AVE

E 3RD ST

