

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the STATE OF COLORADO for the use and benefit of THE DEPARTMENT OF TRANSPORTATION, whose address is 4201 East Arkansas Avenue, Denver, Colorado, hereinafter referred to as the “State” or “CDOT,” and City and County of Denver, 201 West Colfax Avenue, Denver, Colorado 80202, CDOT Vendor #: 2000018 (the “Local Agency.”)

WHEREAS, 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 costs in Fund Number 400, Function 3404, GL Acct. 4511000010, WBS Element or Cost Center 20343.10.50, (Contract Encumbrance Amount: \$2,000,000.00).

WHEREAS, Colorado Revised Statutes (“CRS”) §43-2-106 (1) (a) provides that the Transportation Commission may determine that a state highway, or portion thereof, no longer functions as a state highway and with the agreement of each affected county or municipality the state highway, or portion thereof, is abandoned. CRS §43-2-106 (1) (b) further provides that any county or municipality receiving a payment from CDOT as a result of CRS §43-2-106 (1) (a) shall credit the payment to a special fund to be used only for transportation-related expenditures.

WHEREAS, the Local Agency proposed to take ownership of Structure E-17-AH, which is located on the former State Highway 33 (now 40<sup>th</sup> Avenue), hereinafter referred to as “Bridge Structure”, as described in **Exhibit A** (Bridge Plans) and **Exhibit B** (Legal Descriptions) which are attached hereto (collectively, the “Abandoned Structure”), in exchange for a payment of \$2,000,000.00 from CDOT (the “Payment”). The Abandoned Structure subject to the Exclusion, if any, is referred to as the “Bridge Structure.”

WHEREAS, on December 18, 2014, the CDOT Commission adopted Resolution Number TC-3212 (**Exhibit C**) authorizing said proposal of the Local Agency be funded and specifying that the Bridge Structure would be transferred in an “as is” condition in exchange for the payment by CDOT to the Local Agency on the date of the transfer of ownership of the Bridge Structure to the Local Agency.

WHEREAS, the Parties desire to enter into this Agreement and agree upon the conditions of the abandonment of the Bridge Structure by the State and acceptance by the Local Agency pursuant to the terms and conditions of this Agreement.

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the provisions of CRS §§ 29-1-203, 43-1-106, 43-1-110, 43-1-114, 43-202.7, 43-2-101, 43-2-106, 43-2-110, 43-2-144, and 43-2-303, as amended.

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

1. This Agreement establishes the general provisions for and defines certain responsibilities

regarding the State's abandonment and acceptance by the Local Agency of the Bridge Structure.

2. This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or their designee (the "Effective Date"). The State shall not be liable to pay or reimburse the Local Agency for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.
3. The governing body of the Local Agency shall have adopted the following provisions through formal Resolution or Ordinance:
  - 1) agreeing the Bridge Structure, no longer serves the ongoing purposes of the State highway system ("Provision 1"); and
  - 2) committing the Local Agency to accept ownership of the Bridge Structure in the "as is" condition in exchange for a payment of \$2,000,000.00 from CDOT to be credited to a special fund to be used only for transportation-related expenditures; and specifying the following additional requirements: (1) that in exchange for Payment until the Bridge Structure is removed the Local Agency shall maintain the Bridge Structure in a reasonable and safe condition as a county highway or city street until said Bridge Structure is replaced by Local Agency with an at grade connection, and (2) pursuant to 23 USC 131, as amended (The Highway Beautification Act of 1965) (the "Act"), the Local Agency shall adhere to the standards regarding outdoor advertising and CDOT shall provide periodic inspection of the Bridge Structure to insure standards of the Act are met (collectively, "Provision 2").

The Local Agency adopted resolution(s) are attached hereto as **Exhibit D**.

The parties agree that (A) Provision 1 and Provision 2 do not have to be adopted by the Local Agency in the same resolution or ordinance, (B) that if Provision 2 is adopted by the Local Agency prior to the Commission Resolution (as such term is defined in Section 4 below), it shall be conditional and subject to the passage of the Commission Resolution and the transfer of ownership of the Bridge Structure to the Local Agency effective upon the filing of a quit claim deed pursuant to Section 5 hereof, and (C) Provision 2 shall be adopted by the Local Agency as soon as practical and no later than 90 days after passage of the Commission Resolution.

4. Following the adoption by the Local Agency of Provision 1, the Colorado Transportation Commission shall adopt a resolution (**Exhibit C**) abandoning the Bridge Structure (the "Commission Resolution").
5. Upon execution of this Agreement, CDOT will execute a quit claim deed similar to the form of quit claim deed attached hereto as **Exhibit E**, which shall be filed by the Local Agency in the County Clerk and Recorder's Office for the Bridge Structure. The Local Agency shall give CDOT a copy of the filed quit claim deed within 30 days of the Local Agency's receipt of the Payment or the Bridge Structure shall be subject to reversion and the entire Payment shall be returned to CDOT without reduction. The quit claim deed will include a reversion provision stating that if the Bridge Structure is not used for the purpose of a county highway or a city street, if the Local Agency does not meet the Signage Requirements or if the Local Agency attempts to transfer right-of-way to all or any portion

of the Bridge Structure to any party except CDOT or the State, title of the Bridge Structure will automatically revert back to CDOT. The legal description of the Bridge Structure that is the subject of the quit claim deed is attached hereto as **Exhibit B**.

CDOT and the Local Agency agree that upon a reversion of the Bridge Structure to CDOT, a proportionate share of the Payment to the Local Agency shall be returned to CDOT, which shall be calculated as follows:

$$\text{The Payment} - (\text{Monthly Fee} \times \text{Maintenance Period}) - [(\text{Monthly Fee}/\text{Partial Month Days}) \times \text{Elapsed Days}] = \text{payment to CDOT}$$

The “Monthly Fee” is equal to 1/240<sup>th</sup> of the Payment. The “Maintenance Period” is equal to the number of full months after the date of receipt of the Payment by the Local Agency through the Date of Reversion. The “Date of Reversion” is the day ownership of the Bridge Structure is transferred to CDOT pursuant to this Section 5. “Partial Month Days” is the number of days in the month which is the subject of the pro rata calculation for a partial month. “Elapsed Days” is the number of elapsed days in the month which is subject of the pro rata calculation for a partial month from either (A) the Local Agency’s receipt of the Payment through the end of the month or (B) the beginning of the month through the Date of Reversion.

For example, assuming that the Payment is \$9,000,000, if the Payment is received by the Local Agency on March 1, 2010 and the Bridge Structure reverts to CDOT on January 13, 2011, the Local Agency must pay CDOT an amount equal to \$9,000,000 – (\$37,500 x 10) – [(37,500/31) x 13] = \$8,609,271.19.

6. If the Bridge Structure reverts to CDOT more than 20 full years following the Local Agency’s receipt of the Payment, no portion of the Payment shall be returned to CDOT. Upon execution of this Agreement, CDOT will promptly provide the Payment of \$2,000,000.00 to the Local Agency. The Payment by the State to the Local Agency as described herein shall constitute the total consideration from the State to the Local Agency related to the abandonment and transfer of the Bridge Structure.
7. The Local Agency is prohibited from transferring right-of-way to all or any portion of the Bridge Structure to any party except CDOT or the State. Any such attempt to transfer right-of-way to all or any portion of the Bridge Structure in violation of this Section 7 shall be deemed null and void. Upon any attempt by the Local Agency to transfer right-of-way to all or any portion of the Bridge Structure to any party except CDOT or the State, the Bridge Structure shall automatically revert to CDOT pursuant to Section 5 hereof.
8. If CDOT believes that the Local Agency is not maintaining the Bridge Structure in a reasonable and safe condition as a county road or a city street and/or that the Local Agency is not meeting the Signage Requirements, CDOT shall notify the Local Agency in writing describing the condition. CDOT and the Local Agency shall meet as soon as reasonably possible and attempt to resolve the matter and develop a remediation plan. The Local Agency shall have a reasonable period of time to remedy such condition. If the Local Agency fails to remedy the condition to the full satisfaction of CDOT within the reasonable time period established by CDOT, the Bridge Structure shall be subject to reversion pursuant to Section 5 hereof. CDOT shall provide the Local Agency with written notice of its intention to re-acquire the Bridge Structure pursuant to reversion.

9. Each individual identified below is the principal representative of the designating party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Ken Largent
CDOT Region 1
2000 South Holly Street
Denver, Colorado 80222
303-757-9780

B. Local Agency:

Director of Capital Project Management
City and County of Denver
201 West Colfax Avenue, Dept. 506
Denver, Colorado 80202
720-913-4501

10. 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 affect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written executed and approved pursuant to the State Fiscal Rules.
11. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.
12. The "Special Provisions" attached hereto are hereby made a part hereof. For the purpose of this Agreement and application of the Special Provisions, as all references to the "the contractor" shall be deemed to refer to the Local Agency and all references to the "Contract" shall be deemed to refer to the Agreement.
13. 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. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
14. It is expressly understood and agreed that the Local Agency or their employees, contractors, consultants, or assigns shall not in any respect be deemed an agent of the State.
15. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to the Local Agency under this Agreement is \$100,000 or

greater, either on the Effective Date or at any time thereafter, this §15 applies.

The Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state agreements/contracts and inclusion of agreement/contract performance information in a statewide contract management system.

The Local Agency's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Agreement, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of the Local Agency's performance shall be part of the normal Agreement administration process and the Local Agency's performance will be systematically recorded in the statewide Agreement Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of the Local Agency's obligations under this Agreement shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Local Agency's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Agreement term. The Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that the Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT, and showing of good cause, may debar the Local Agency and prohibit the Local Agency from bidding on future agreements. The Local Agency may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of the Local Agency, by the Executive Director, upon showing of good cause.

16. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Local Agency and the State, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. Further, it is the express intention of the Local Agency and the State that any person other than parties hereto that may receive services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
17. The Local Agency represents and warrants that they have taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law, to legally authorize the undersigned signatory to execute this Agreement on behalf of said public entity, and to bind said public entity to its terms.
18. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall

be applied in the interpretation, execution and enforcement of this Agreement. Any provision of this Agreement whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the agreement is capable of execution.

19. At all times during the performance of this Agreement, the parties shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.
20. The signatories hereto aver that they are familiar with 18-8-301, et seq. (Bribery and Corrupt Influences) and 18-8-401, et seq. (Abuse of Public Office), C.R.S., and that no violation of such provisions is present.
21. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein.
22. The Local Agency's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, or subcontracting without such consent shall be void. All assignments and subcontracts approved by the Local Agency or the State are subject to all of the provisions hereof. The Local Agency shall be solely responsible for all aspects of subcontracting arrangement and performance.
23. This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.
24. Modification
  - a. By the Parties. Except as specifically provided in this Agreement, modifications of this Agreement shall not be effective unless agreed to in writing by both parties in an amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.
  - b. By Operation of Law. This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.
25. Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Local Agency fails to perform or comply as required.
26. If the Local Agency is not a "public entity" within the meaning of the Colorado

Governmental Immunity Act, CRS§24-10-101, et seq., the Local Agency shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Local Agency, or its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement. This clause is not applicable to a Local Agency that is a “public entity” within the meaning of the Colorado Governmental Immunity Act, CRS§24-10-101, et seq.

27. All suits, actions, proceedings related to this Agreement shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.
28. Any and all limitations of liability and/or damages in favor of the Local Agency contained in any document attached to and/or incorporated by reference into this Agreement, whether referred to as an exhibit, attachment, schedule or any other name, are void and of no effect. This includes, but is not necessarily limited to, limitations on (i) the types of liabilities, (ii) the types of damages, (iii) the amount of damages, and (iv) the source of payment for damages.
29. The provisions of this Agreement shall govern the relationship of the State and the Local Agency. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
  1. Colorado Special Provisions,
  2. The provisions of the main body of this Agreement,
  3. Exhibit A (Bridge Plans),
  4. Exhibit B (Legal Description(s)),
  5. Exhibit C (Commission Resolution),
  6. Exhibit D (Local Agency Resolution(s)),
  7. Exhibit E (Quit Claim Deed).
30. CORA Disclosure. To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-200.1, et seq.
31. Notwithstanding any other term or condition of this contract, it is expressly understood and agreed that the obligation of the Local Agency for all or any part of any payment obligations set out herein, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated for the purpose of this contract by the City Council of the Local Agency and paid into the Treasury of the Local Agency. The City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the City. The Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency’s Revised Municipal Code.

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

1. **CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.
11. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09



**33. SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

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

<p style="text-align: center;"><b>THE LOCAL AGENCY</b> City and County of Denver</p> <hr/> <p><b>Michael B. Hancock, Mayor</b></p> <p>LOCAL AGENCIES: (a Local Agency seal or attestation is required)</p> <p>Attest (Seal) by: _____ Debra Johnson, Clerk and Recorder of The City and County of Denver</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b> Colorado Department of Transportation <b>Donald E. Hunt, Executive Director</b></p> <hr/> <p style="text-align: center;"><b>By: Josh Laipply, Chief Engineer</b></p> <p style="text-align: center;"><b>Date:</b> _____</p>
<p>APPROVED AS TO FORM: City Attorney for the CITY AND COUNTY OF DENVER</p> <p>By _____</p> <p>RECOMMENDED AND APPROVED:</p> <p>By _____ Manager of Public Works</p> <p>REGISTERED AND COUNTERSIGNED:</p> <p>By _____ Manager of Finance</p> <p>CONTRACT CONTROL NUMBER: _____</p> <p>By _____ Dennis Gallagher, Auditor</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b> John W. Suthers, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p style="text-align: center;">Date: _____</p>

**ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_

Colorado Department of Transportation

Date: \_\_\_\_\_

FED. ROAD DIST. NO.	STATE	F.A.G.M. PROJ. NO.	SHEET NO.	TOTAL SHEETS
3	COLO.	48-010150606	1	1

# COLORADO STATE HIGHWAY DEPARTMENT

## PLAN AND PROFILE OF PROPOSED FEDERAL AID GRADE CROSSING PROJECT NO. F.A.G.M. 48-A (I) OFF STATE HIGHWAY NO. 72 DENVER COUNTY

### CONVENTIONAL SIGNS

- CENTER LINE OF SURVEY \_\_\_\_\_ 22
- RIGHT OF WAY LINES \_\_\_\_\_
- COUNTY LINES \_\_\_\_\_
- TOWNSHIP OR RANGE LINES \_\_\_\_\_
- ONE-QUARTER SECTION LINES \_\_\_\_\_
- BARBED WIRE FENCES \_\_\_\_\_
- RAILROADS \_\_\_\_\_

- M-2-B
- M-1-A
- M-1-A
- M-2-B

### INDEX OF SHEETS

1. SKETCH MAP AND TITLE SHEET
2. TYPICAL SECTION AND SUMMARY OF QUANTITIES
- 3-6. DETAILS OF OVERPASS STA. 7.
7. STANDARD MANHOLES, INLETS & PIPE JOINTS ON SEWERS
8. STANDARD STRUCTURE NUMBER LETTERING
9. STANDARD STRUCTURE YEAR NUMBER MARKING
10. TYPICAL SIDE APPROACH ROADS-ROADWAY
- CONSTRUCTION TRAFFIC SIGNS
11. PLAN AND PROFILE SHEET

SCALES ON ORIGINAL TRACINGS  
ON PLANES  
ON PROFILE 1 IN. = 100 FT. HORIZONTAL  
1 IN. = 10 FT. VERTICAL  
GRADE LINE ON PROFILE 1 IN. = 10 FT. VERTICAL  
GROSS LENGTH OF PROJECT 1.974 FTL. 0028 W.  
NET LENGTH OF PROJECT

### NOTE

IT IS RECOMMENDED THAT BOARDS ON THIS PROJECT GO OVER THE CITY ENGINEER AND ALL FIELD REPRESENTATIVES OF THE DEPARTMENT DENVER COUNTY ENGINEER CLEARANCE BUREAU REE. ENGINEER



RECOMMENDED FOR APPROVAL

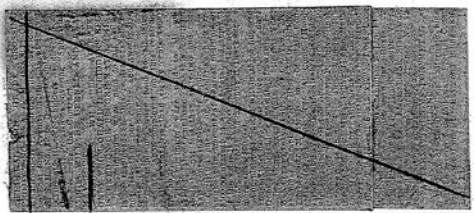
APPROVED

RECOMMENDED FOR APPROVAL

APPROVED

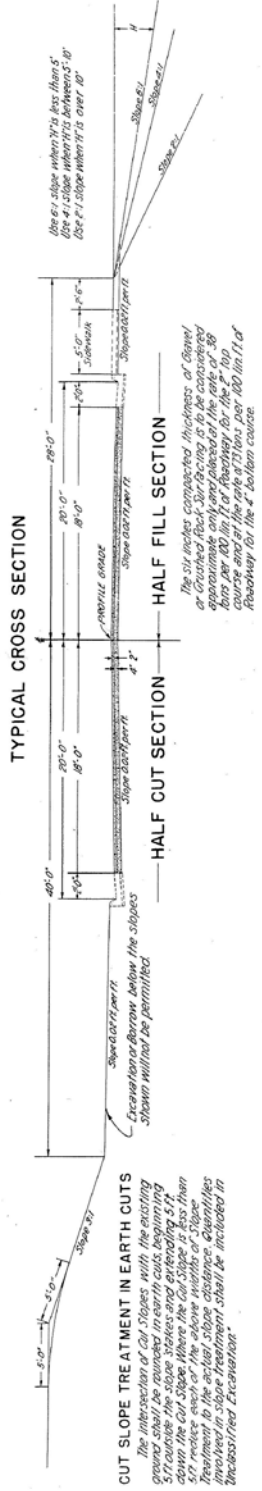
RECOMMENDED FOR APPROVAL

APPROVED



STATE	STATE	STATE	STATE
3	48	48	48
AD OFF	AD OFF	AD OFF	AD OFF
2	2	2	2
SHOTS	SHOTS	SHOTS	SHOTS

# TYPICAL CROSS SECTION OF IMPROVEMENT AND SUMMARY OF QUANTITIES



## SUMMARY OF APPROXIMATE QUANTITIES

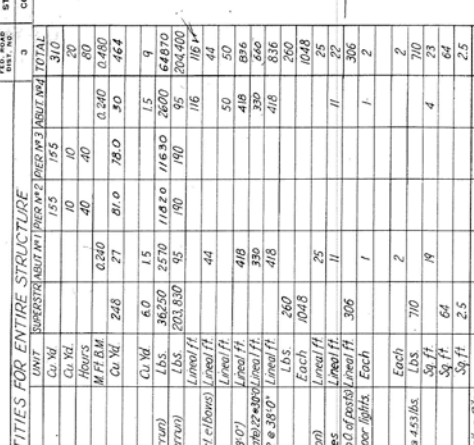
NO.	ITEM	UNIT	QUANTITY
40	Dry Common Excavation (Structural)	CU YD	310
41	Wet Common Excavation (Structural)	CU YD	70
42	Mechanical Bumping	MT	80
43	Unfinished Bridge Timber	MT	105
44	Crack # Concrete	CU YD	484
45	Crack # Concrete (Non-Struct)	CU YD	9
46	Reinforcing Steel	LB	65,500
47	3/4" Round Steel	LB	20,200
48	6" Corrugated Metal Culvert Pipe	LINEAL FT.	144
49	6" Corrugated Metal Culvert Pipe	LINEAL FT.	144
50	Unfinished Bridge Timber (See Note)	MT	50
51	Reinforcing Steel (See Note)	MT	886
52	Steel Casings (See Note)	MT	200
53	Structural Galv. Tin Sheet (See Note)	MT	10,48
54	Concrete Culvert (See Note)	LINEAL FT.	25
55	1/2" Electrical Conduit with	LINEAL FT.	82
56	2 1/2" Pipe (See Note)	LINEAL FT.	306
57	Electric Lighting Standards & Lights (See Note)	EACH	2
58	Specialty Metal Boring and Frame	EACH	2
59	APPROPRIATE ITEMS FOR TRUCKS		
60	Reinforcing Steel (See Note)	MT	660
61	Reinforcing Steel (See Note)	MT	836
62	Precast Concrete Piling	LINEAL FT.	
63	Raymond Piling	LINEAL FT.	
	Cover Accounts Where no Purchase or Receipt is Available		

## GENERAL NOTES

- This Project is to be constructed in accordance with the Standard Specifications of the Colorado State Highway Department adopted June 1940.
- All quantities on Preliminary Plans are to be considered approximate only.
- All roadway excavation required to construct this Project is to be obtained as indicated on the Plans. Quantities involved beyond the limits of the ditch as shown on the Typical Cross Section, either for excavation or for embankment, shall be classified as "Unexcavated Embankment" and shall be classified and paid for as "Unexcavated Embankment".
- Quantities are to be classified and paid for as "Unexcavated Embankment" at locations indicated on the Plans. Slope stakes beyond the limits of the Typical Cross Section are subject to change by the Engineer. Embankment conditions actually encountered are to be used for construction.
- Except as otherwise noted on the Plans, Overhaul will be paid for as measured along the center line of the Project.
- All poles encroaching on Construction are to be moved by Owners.
- The ends of Corrugated Metal Pipe Culverts which are not provided with the usual soil cover shall be closed in such a manner that a minimum of metal shall be exposed in the completed work. This shall be accomplished by wrapping embankment slopes around and adjacent to the culvert.

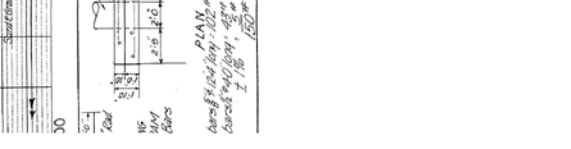
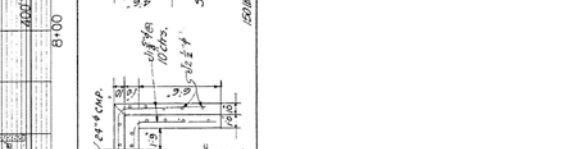
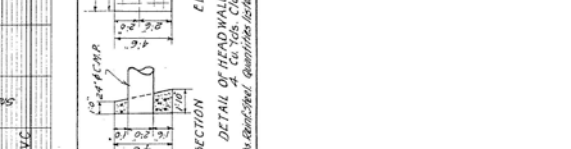
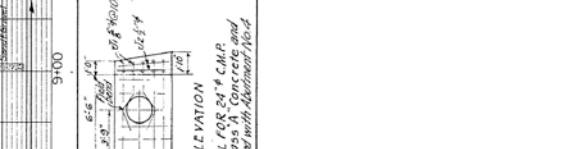
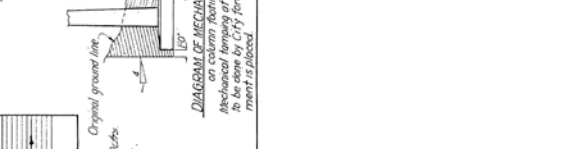
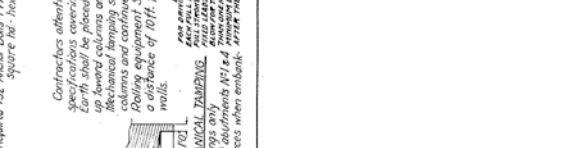
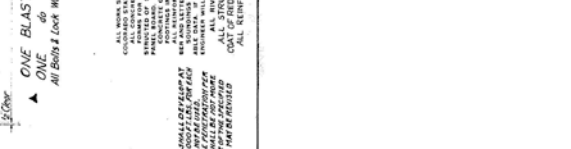
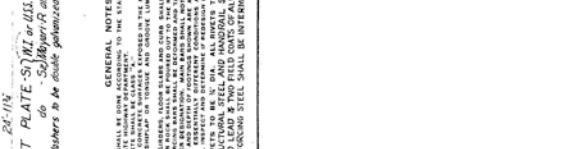
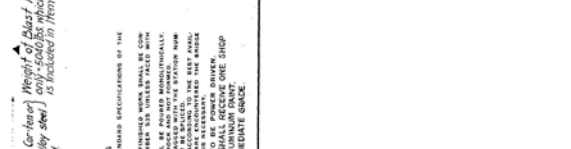
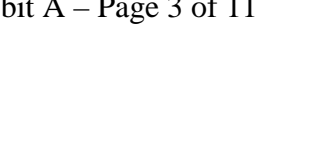
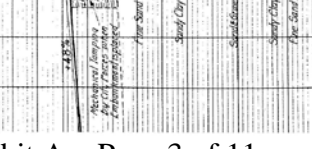
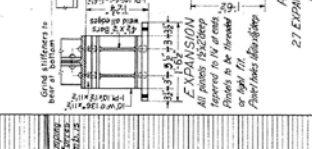
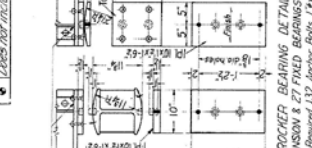
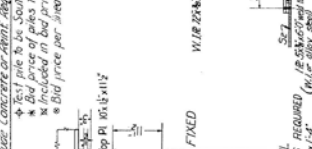
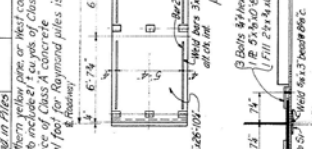
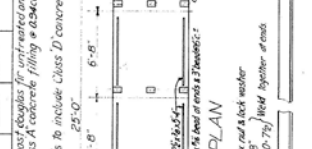
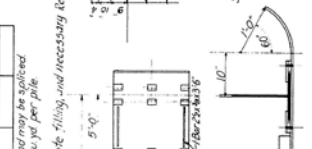
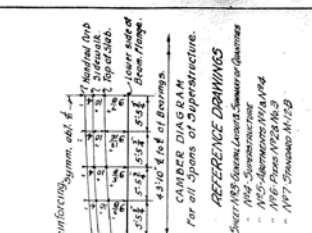
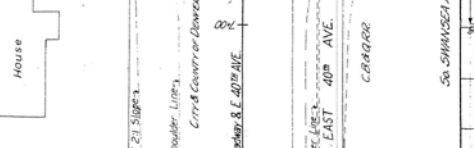
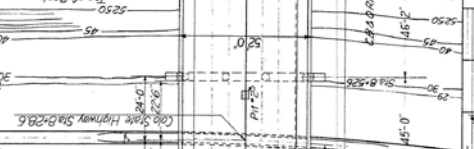
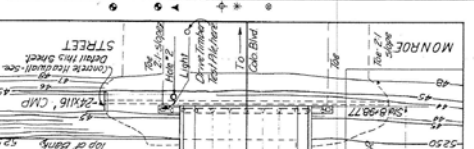
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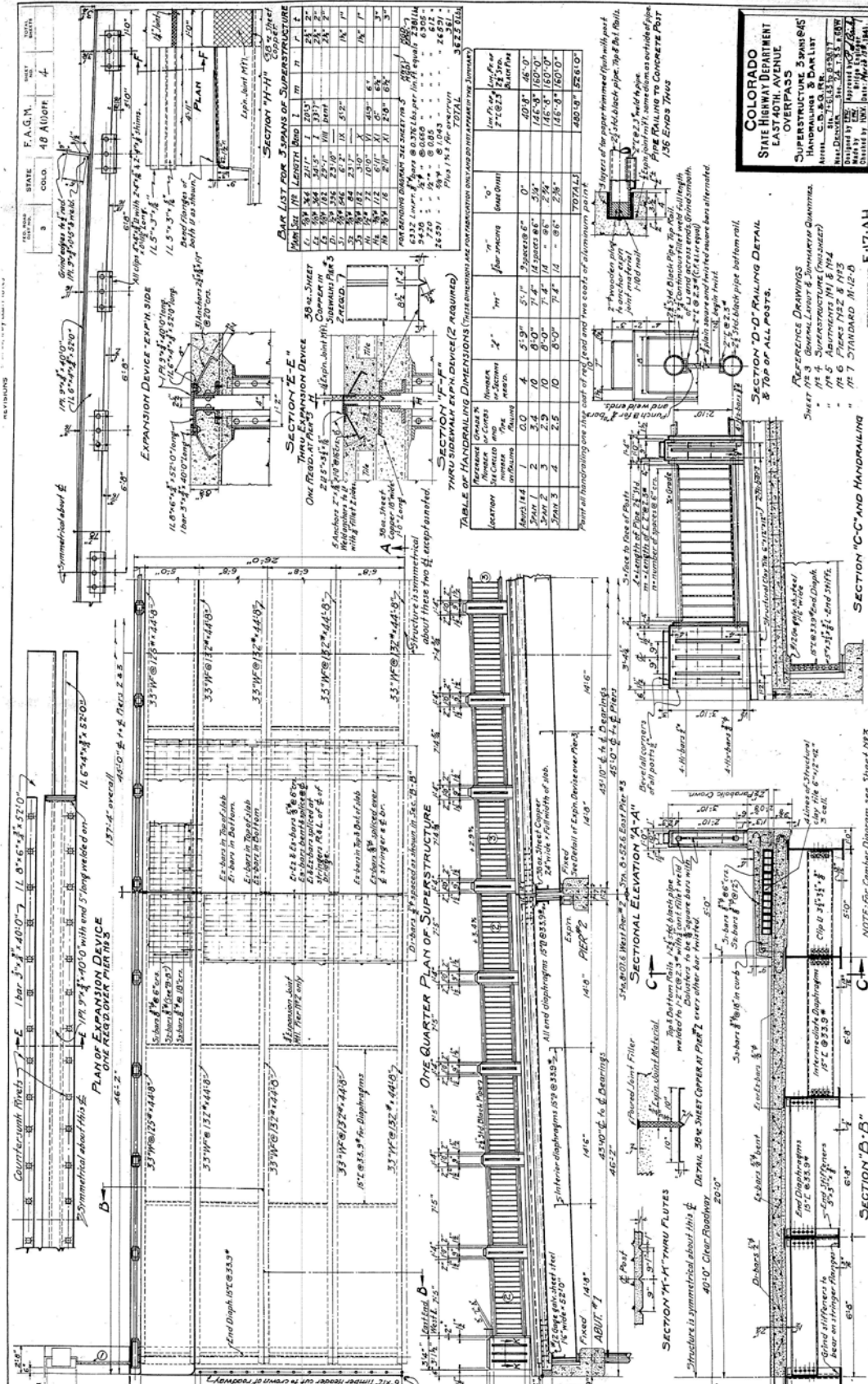
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
143	Dry common excavation (Str)	Cu Yd	155	19.5	310
144	Wet common excavation (Str)	Cu Yd	10	10	20
146	Mechanical formwork (Str)	Hours	40	40	80
147	Mechanical formwork (Str)	Hours	40	40	80
42a	Unreinforced bridge timber	M Ft BM	0.240	0.240	0.480
44a	Class A concrete	Cu Yd	24.8	27.0	669.6
46	Class A concrete (handrail posts)	Cu Yd	6.0	1.5	9.0
47	Reinforcing steel (includes 18% for overrun)	LBS	362.50	2.570	931.575
48	Structural steel (includes 18% for overrun)	LBS	203.830	4.5	917.685
53c	Corrugated metal curved pipe 8" x 16" (elbow)	Linear Ft	44	44	44
60a	Unreinforced timber piling (for test pile)	Linear Ft	418	50	20,900
60b	Unreinforced timber piling (for test pile)	Linear Ft	418	89.6	37,468.8
60c	Unreinforced concrete piles (22 x 30" x 30")	Linear Ft	330	330	108,900
60d	Unreinforced concrete piles (22 x 30" x 30")	Linear Ft	418	418	174,624
60e	Reinforced concrete piles (22 x 30" x 30")	Linear Ft	260	260	67,600
60f	Structural steel (includes 18% for overrun)	LBS	104.8	2.5	2,620
60g	Structural steel (includes 18% for overrun)	LBS	25	25	25
60h	Structural steel (includes 18% for overrun)	LBS	11	11	11
60i	Structural steel (includes 18% for overrun)	LBS	306	306	306
60j	Structural steel (includes 18% for overrun)	LBS	1	1	1
60k	Structural steel (includes 18% for overrun)	LBS	2	2	2
60l	Structural steel (includes 18% for overrun)	LBS	710	710	710
60m	Structural steel (includes 18% for overrun)	LBS	19	19	19
60n	Structural steel (includes 18% for overrun)	LBS	64	64	64
60o	Structural steel (includes 18% for overrun)	LBS	2.5	2.5	2.5



**SUMMARY OF QUANTITIES FOR ENTIRE STRUCTURE**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
143	Dry common excavation (Str)	Cu Yd	155	19.5	310
144	Wet common excavation (Str)	Cu Yd	10	10	20
146	Mechanical formwork (Str)	Hours	40	40	80
147	Mechanical formwork (Str)	Hours	40	40	80
42a	Unreinforced bridge timber	M Ft BM	0.240	0.240	0.480
44a	Class A concrete	Cu Yd	24.8	27.0	669.6
46	Class A concrete (handrail posts)	Cu Yd	6.0	1.5	9.0
47	Reinforcing steel (includes 18% for overrun)	LBS	362.50	2.570	931.575
48	Structural steel (includes 18% for overrun)	LBS	203.830	4.5	917.685
53c	Corrugated metal curved pipe 8" x 16" (elbow)	Linear Ft	44	44	44
60a	Unreinforced timber piling (for test pile)	Linear Ft	418	50	20,900
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60h	Structural steel (includes 18% for overrun)	LBS	11	11	11
60i	Structural steel (includes 18% for overrun)	LBS	306	306	306
60j	Structural steel (includes 18% for overrun)	LBS	1	1	1
60k	Structural steel (includes 18% for overrun)	LBS	2	2	2
60l	Structural steel (includes 18% for overrun)	LBS	710	710	710
60m	Structural steel (includes 18% for overrun)	LBS	19	19	19
60n	Structural steel (includes 18% for overrun)	LBS	64	64	64
60o	Structural steel (includes 18% for overrun)	LBS	2.5	2.5	2.5





**BAR LIST FOR 3 SPANS OF SUPERSTRUCTURE**

Span	Bar No.	Bar Size	Length (ft)	Quantity	Notes
1	1	#4	217.1	1	Top
	2	#4	217.1	1	Top
	3	#4	217.1	1	Top
	4	#4	217.1	1	Top
	5	#4	217.1	1	Top
	6	#4	217.1	1	Top
	7	#4	217.1	1	Top
	8	#4	217.1	1	Top
	9	#4	217.1	1	Top
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	11	#4	217.1	1	Top
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	3	24	#4	217.1	1
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26		#4	217.1	1	Top
27		#4	217.1	1	Top
28		#4	217.1	1	Top
29		#4	217.1	1	Top
30		#4	217.1	1	Top
31		#4	217.1	1	Top
32		#4	217.1	1	Top
33		#4	217.1	1	Top
34		#4	217.1	1	Top

**TABLE OF HANDRAIL DIMENSIONS**

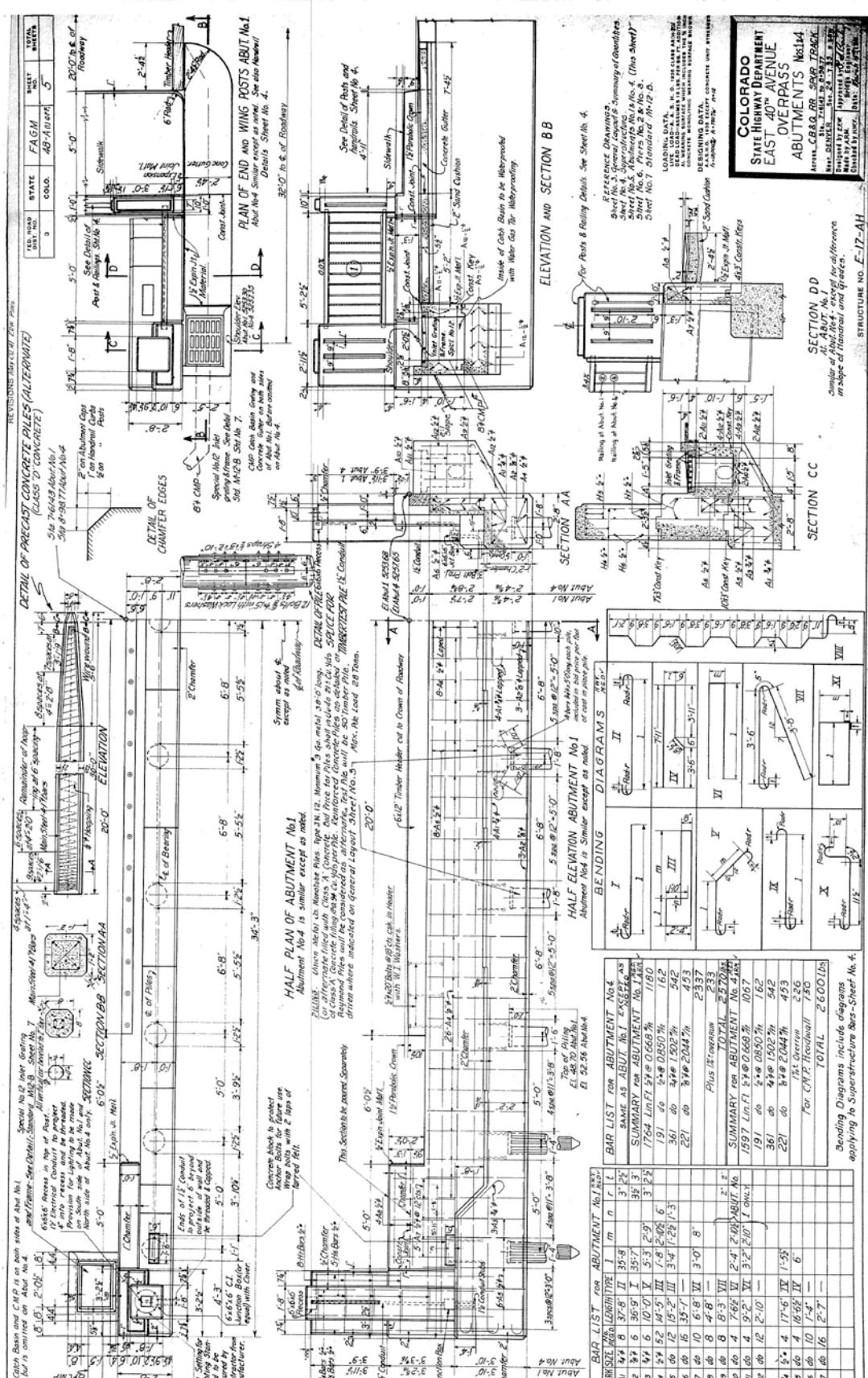
Section	Height	Width	Notes
Handrail 1	4'-0"	4'-0"	Standard
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Handrail 4	4'-0"	4'-0"	Standard
Handrail 5	4'-0"	4'-0"	Standard
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Handrail 98	4'-0"	4'-0"	Standard
Handrail 99	4'-0"	4'-0"	Standard
Handrail 100	4'-0"	4'-0"	Standard

**COLORADO STATE HIGHWAY DEPARTMENT SUPERSTRUCTURE 3 SPAN 45 OVERPASS**  
**Handwerker & Barkist**  
 1111 1/2 Street, Denver, Colorado  
 Phone: 333-3333  
 Mail to: 1111 1/2 Street, Denver, Colorado  
 Stated by: 1001 Unit, 1111 1/2 Street, Denver, Colorado

**SECTION 'A-A' AND HANDRAILING**  
 SHEET NO. 1  
 SHEET NO. 2  
 SHEET NO. 3  
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**SECTION 'C-C'**  
**SECTION 'D-D'**  
**SECTION 'E-E'**  
**SECTION 'F-F'**  
**SECTION 'G-G'**  
**SECTION 'H-H'**  
**SECTION 'I-I'**  
**SECTION 'J-J'**  
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**SECTION 'T-T'**  
**SECTION 'U-U'**  
**SECTION 'V-V'**  
**SECTION 'W-W'**  
**SECTION 'X-X'**  
**SECTION 'Y-Y'**  
**SECTION 'Z-Z'**

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 SHEET NO. 75  
 SHEET NO. 76  
 SHEET NO. 77  
 SHEET NO. 78  
 SHEET NO. 79  
 SHEET NO. 80  
 SHEET NO. 81  
 SHEET NO. 82  
 SHEET NO. 83  
 SHEET NO. 84  
 SHEET NO. 85  
 SHEET NO. 86  
 SHEET NO. 87  
 SHEET NO. 88  
 SHEET NO. 89  
 SHEET NO. 90  
 SHEET NO. 91  
 SHEET NO. 92  
 SHEET NO. 93  
 SHEET NO. 94  
 SHEET NO. 95  
 SHEET NO. 96  
 SHEET NO. 97  
 SHEET NO. 98  
 SHEET NO. 99  
 SHEET NO. 100



**COLORADO STATE HIGHWAY DEPARTMENT**  
**EAST 40th AVENUE**  
**ABUTMENTS No. 1 & 4**

APPROX. C.B.Q. OR. S.A.P. TRACK  
 No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

**HALF PLAN OF ABUTMENT No. 1**  
 Abutment No. 1 is similar except as noted.

REINFORCEMENT: 6-#10, 6-#12, 6-#14, 6-#16, 6-#18, 6-#20, 6-#22, 6-#24, 6-#26, 6-#28, 6-#30, 6-#32, 6-#34, 6-#36, 6-#38, 6-#40, 6-#42, 6-#44, 6-#46, 6-#48, 6-#50, 6-#52, 6-#54, 6-#56, 6-#58, 6-#60, 6-#62, 6-#64, 6-#66, 6-#68, 6-#70, 6-#72, 6-#74, 6-#76, 6-#78, 6-#80, 6-#82, 6-#84, 6-#86, 6-#88, 6-#90, 6-#92, 6-#94, 6-#96, 6-#98, 6-#100

**BAR LIST FOR ABUTMENT No. 4**

BAR NO.	DESCRIPTION	QTY	WEIGHT (LBS)
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99	...	...	...
100	...	...	...

**SUMMARY TABLE**

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT
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Bending Diagrams include diagrams applying to Superstructure Bars-Sheet No. 4.

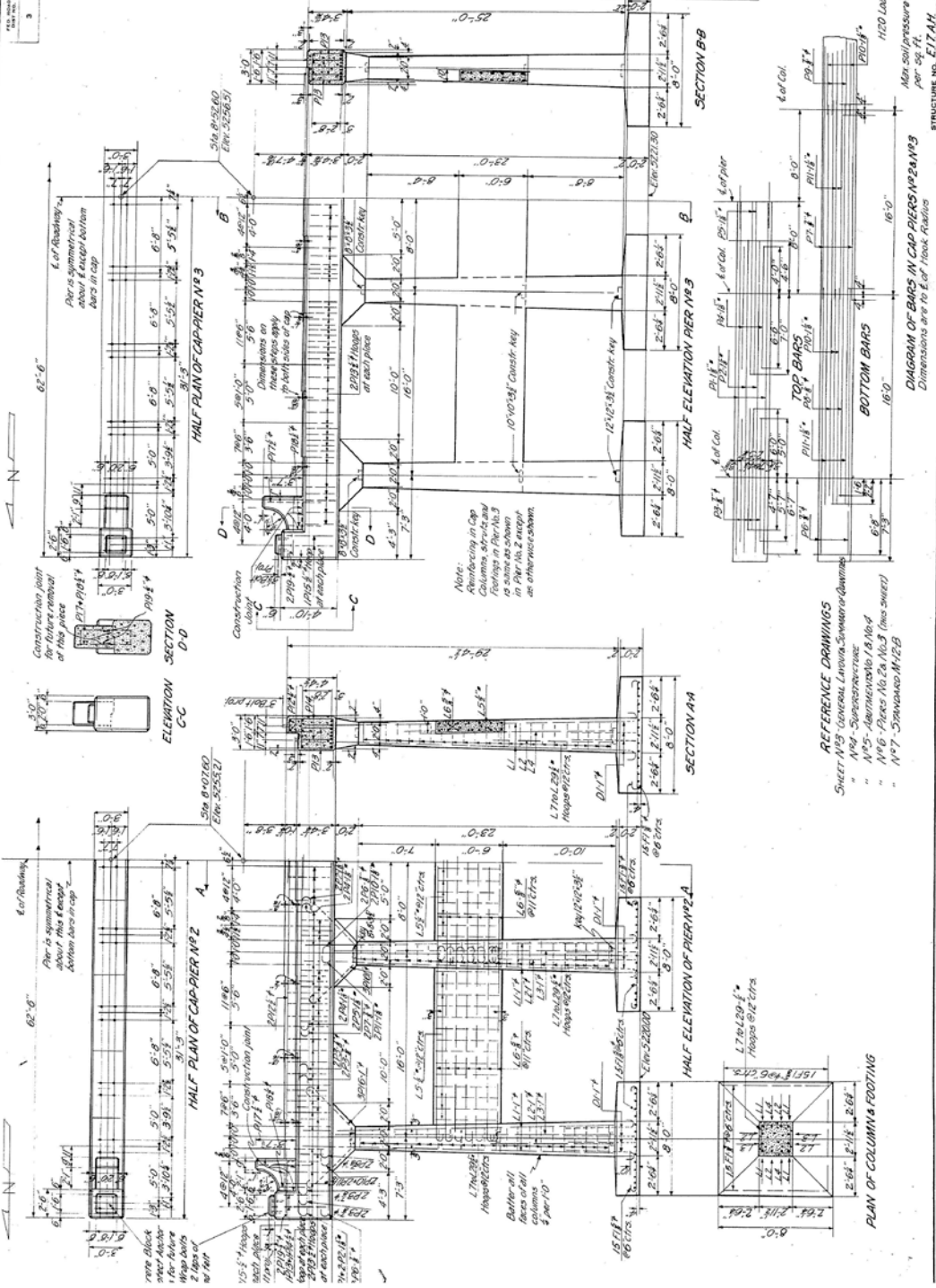
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3	COLO.	FAGM	48A	1/1/07		6

PIER NO.	TYPE	NO.	DATE	BY	CHKD.	REV.
2	COLO.	FAGM	48A	1/1/07		6

PIER NO.	TYPE	NO.	DATE	BY	CHKD.	REV.
2	COLO.	FAGM	48A	1/1/07		6



**COLORADO**  
**STATE HIGHWAY DEPARTMENT**  
**ENGINEERING DIVISION**  
**DETAILS OF PIERS NO. 2 AND NO. 3**

MINN. GEOTECH. ENGINEERING CO.  
 1111 W. 19th St., Suite 200  
 Denver, CO 80202  
 PHONE: 303.733.8888  
 FAX: 303.733.8889  
 WWW: www.minngeo.com

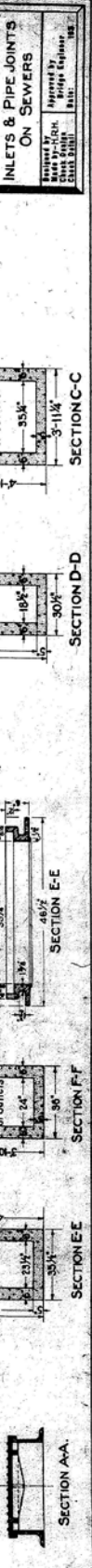
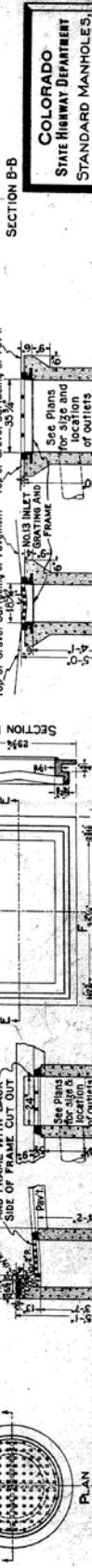
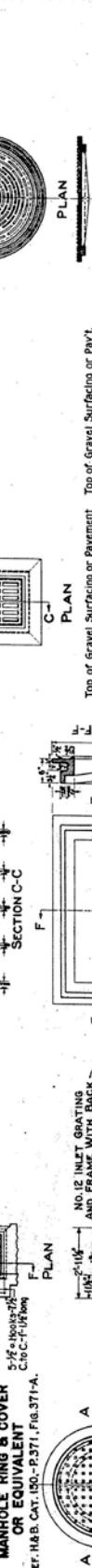
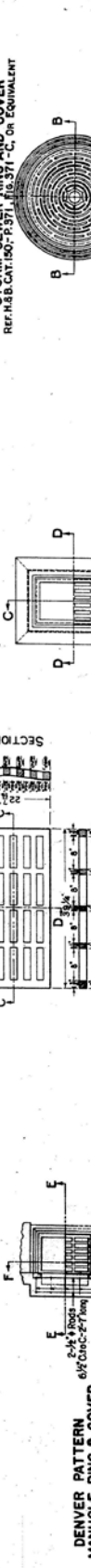
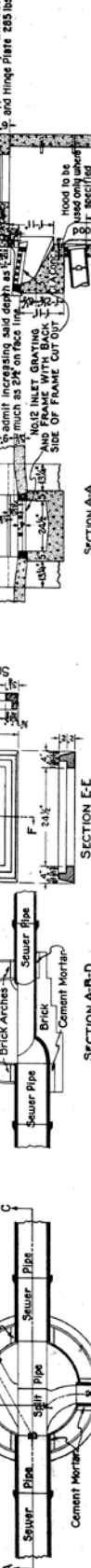
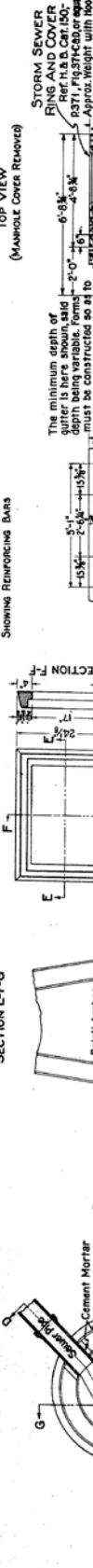
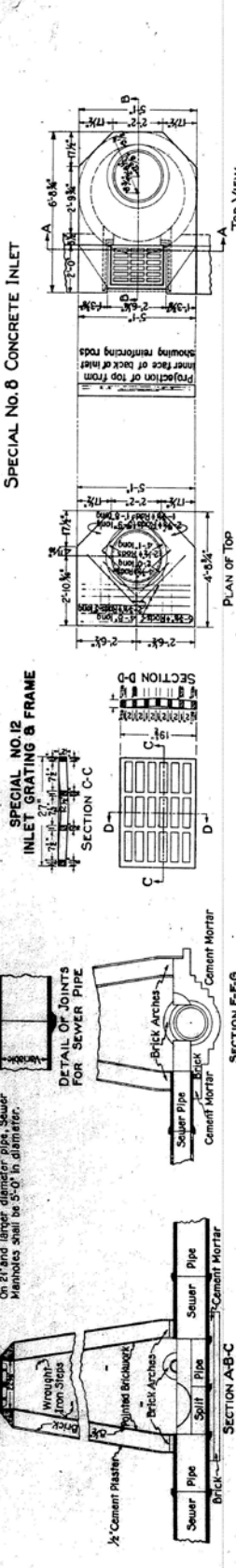
STANDARD M-12-B

STATE	409
COLORADO	1937
REVISED	1/14/39

Revised - 1/14/39 for Catalogue Reference - by R.H.H.

**DENVER A GENERAL PLAN FOR MANHOLES**  
 PATTERN MANHOLE RING & COVER OR EQUIVALENT  
 ON PIPE SEWERS  
 APPROXIMATELY 18" DIA.  
 REF: H&B CAT. 150-P.371, FIG. 371-A.

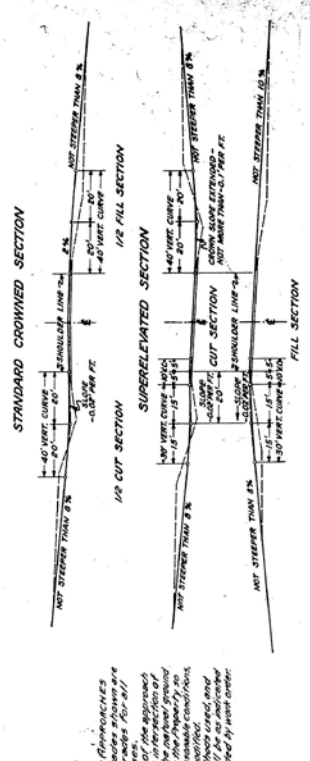
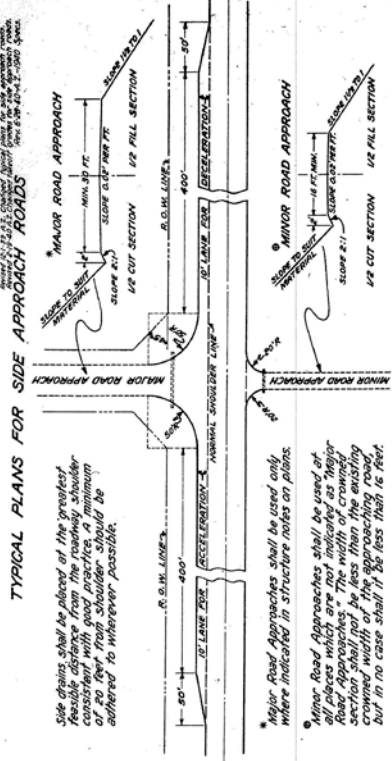
**DENVER PATTERN MANHOLE RING & COVER OR EQUIVALENT**  
 REF: H&B CAT. 150-P.371, FIG. 371-A.



**COLORADO**  
 STATE HIGHWAY DEPARTMENT  
 STANDARD MANHOLES,  
 INLETS & PIPE JOINTS  
 ON SEWERS  
 Approved by  
 Made by  
 CHAS. BRIDGES  
 CHAS. BRIDGES



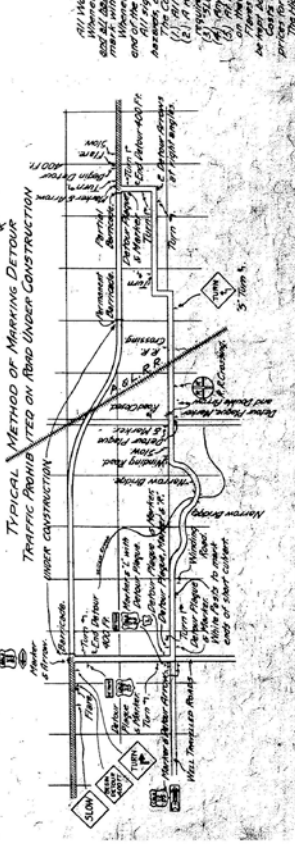
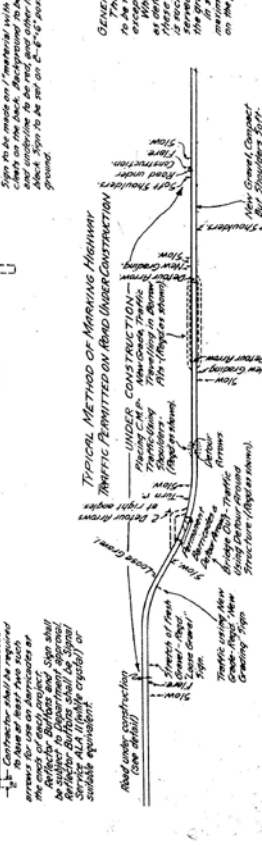
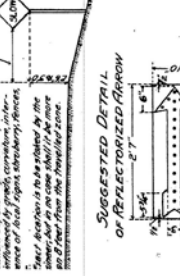
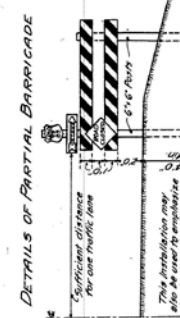
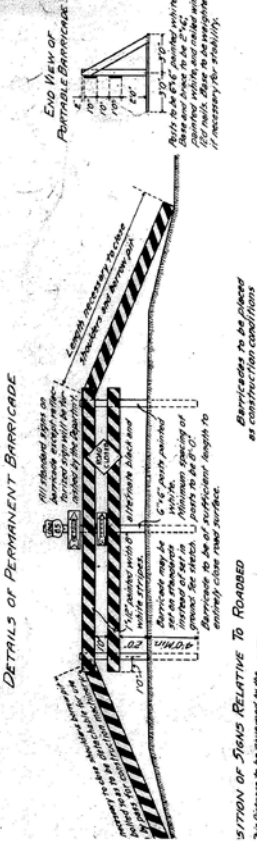
**STANDARD M-2-B**  
TYPICAL PLANS FOR SIDE APPROACH ROADS



**COLORADO STATE HIGHWAY DEPARTMENT**  
TYPICAL SIDE APPROACH ROADS  
ROADWAY CONSTRUCTION  
TRAFFIC SIGNS

DATE: 11/15/54  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

**GENERAL NOTES FOR ROADWAY CONSTRUCTION TRAFFIC SIGNS**  
All work shall be done in accordance with the Standard Specifications of the Colorado State Highway Department adopted June 1, 1949. Whenever traffic is permitted on a road while under construction, the Contractor shall at all times adequately and satisfactorily protect the road with standard construction signs placed where the direction of the flow of traffic is not plain. Whenever traffic is prohibited from a project under construction, the detour will be marked by the Department and the Contractor shall place all signs and barricades shall be immediately marked, removed, or changed as appropriately mark signs or conditions need corrected or changed by construction progress.  
(1) All barricade material, if that always placed as per sketch and well maintained.  
(2) A perforated screen of an approved type for each approach at the ends of the project and at other locations.  
(3) All signs shall be illuminated at night.  
(4) All signs shall be illuminated at night.  
(5) All signs shall be illuminated at night.  
(6) All signs shall be illuminated at night.  
(7) All signs shall be illuminated at night.  
(8) All signs shall be illuminated at night.  
(9) All signs shall be illuminated at night.  
(10) All signs shall be illuminated at night.





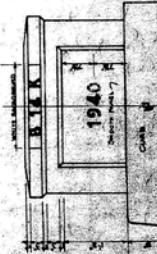
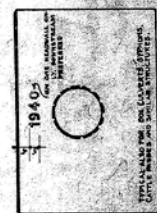
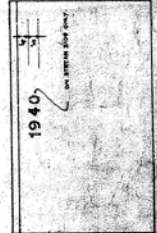


A B C D E F G H I J  
 K L M N O P Q R S T  
 U V W X Y Z  
 1 2 3 4 5 6 7 8 9 0

SAMPLE YEAR NUMBER

SECTION

**GENERAL NOTES**  
 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE COLORADO STATE HIGHWAY DEPARTMENT. THE LETTERING SHALL BE IDENTICAL WITH THE FULL SIZE SHOWN ON THIS SHEET. ADDITIONAL COPIES OF THIS FULL SIZE SHEET CAN BE OBTAINED FROM THE STATE HIGHWAY DEPARTMENT. THIS WORK WILL NOT BE PAID FOR AS A SEPARATE ITEM. COMPENSATION SHALL BE BASED ON THE YEAR NUMBER SHOWN ON THE SHEET. THE YEAR NUMBER SHALL BE REPRODUCED INTO THE SURFACE OF THE PORTLAND CEMENT CONCRETE. RETAINING WALLS ETC. A MINIMUM OF 3" AS SHOWN. THE YEAR NUMBER MUST BE REPRODUCED INTO THE SURFACE OF THE PORTLAND CEMENT CONCRETE. RETAINING WALLS ETC. A MINIMUM OF 3" AS SHOWN. THE YEAR NUMBER MUST BE MADE OF ROAD METAL OR ANY OTHER SUITABLE MATERIAL AND ATTACHED TO THE FORMS BEFORE CONCRETE IS PLACED.

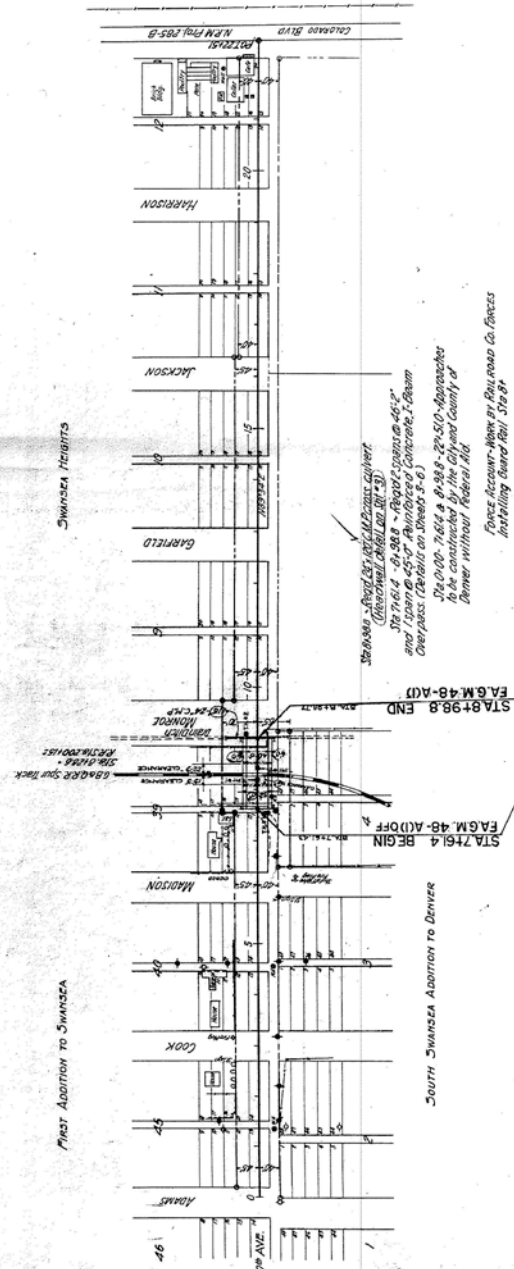


**COLORADO STATE HIGHWAY DEPARTMENT**  
**STANDARD STRUCTURE YEAR NUMBER MARKING**  
 SHEET NO. 3 OF 13  
 DATE: 1940  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

STATE	NO. OF SHEETS	SHEET NO.
COLO.	48-101	11
P.W. & M.E.E.		



Park Hill Golf Course



Force Account Work by Park Hill Golf Course  
Installing Guard Rail 5/18/87

S.F. 18 SEC. 24, T. 33, R. 60 W. 1/2

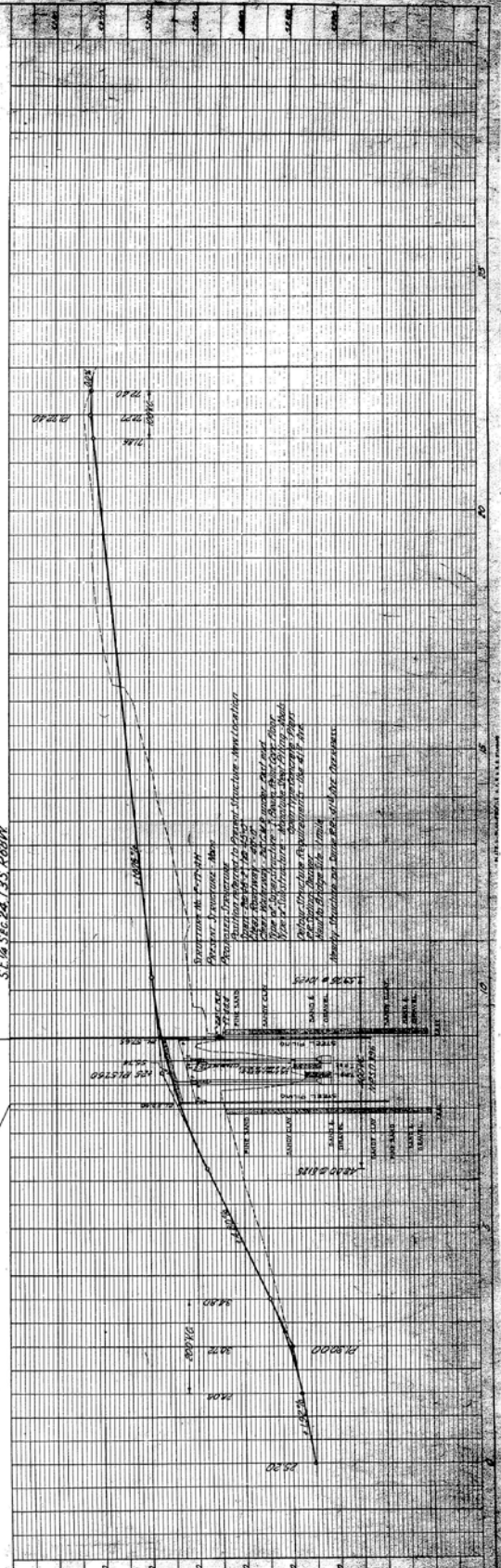


Exhibit A - Page 11 of 11

**Exhibit B**

**Legal Description(s)**



**July 17, 2014**

Colorado Department of Transportation bridge structure number E-17-AH, situated in the S.E. 1/4 (southeast quarter) of Section 24, Township 3 South, Range 68 West of the Sixth Principle Meridian, in the City and County of Denver, State of Colorado, being more particularly described as follows:

CDOT Bridge structure labeled E-17-AH, lying between Monroe Street and Madison Street and crossing over the former assumed U.P. Railroad Spur, (aka: BNSF Market Lead Railroad Spur), approximately one quarter mile (1/4 mile) west of the intersection of North Colorado Boulevard (State Highway 2) and East 40<sup>th</sup> Ave., (formerly State Highway 33), also being identified in the 2001 State Transportation Commission Resolution TC-954 and City of Denver Ordinance Number 636, Series 2001, dated July 30, 2001.

Authored by:  
Kathryn Jane Lyon, Colorado PLS Registration Number 38110  
For and on behalf of the Colorado Department of Transportation  
Region 1, Right of Way/Survey  
2000 S. Holly St.  
Denver, CO 80222  
Ph: 303.757.9923  
[Kathryn.lyon@state.co.us](mailto:Kathryn.lyon@state.co.us)



## Exhibit C – Transportation Commission Resolution

### **Resolution #TC-3212**

Resolution to Approve the Abandonment of SH 33 BRIDGE #E-17 AH Project # and Project Code 20343 to the City and County of Denver

#### **Approved by the Transportation Commission on December 18, 2014**

**WHEREAS**, on May 24, 2001, the Transportation Commission adopted Resolution Number TC-954 to abandon State Highway 33 (“SH 33”) from Colfax Avenue to Colorado Boulevard, with the exception of bridge structures E-17-AH, F-16-NW, F-16-MV and F-16-NY, to the City and County of Denver (“City”);

**WHEREAS**, said Resolution Number TC-954 states that Bridge #E-17-AH will be retained by the Department of Transportation until the bridge is reconstructed, and upon completion of construction ownership will be transferred to the City;

**WHEREAS**, CDOT has proposed to replace Bridge #E-17-AH with a concrete box culvert or new bridge, repair the structure to meet the satisfaction of the City, or pay the City to repair/replace the structure on a schedule as determined by the City;

**WHEREAS**, the City has agreed to accept ownership of Bridge #E-17-AH in its “as is” condition in exchange for a specific dollar amount to be paid by CDOT to the City on the date of the transfer of ownership of the bridge structure;

**WHEREAS**, the City has proposed to take ownership of Bridge #E-17-AH as depicted in Exhibit A which is attached hereto, in exchange for a payment of \$2,000,000.00 from CDOT from CBR Funds;

**WHEREAS**, \$2,000,000.00 is anticipated to be less than the amount CDOT reasonably expects to expend to maintain, preserve, or improve Bridge #E-17-AH over the next 20 years;

**WHEREAS**, Colorado Revised Statutes (CRS) 43-2-106 (1) (b) further provides that any county or municipality receiving a payment from CDOT as a result of CRS 43-2-106 (1) (a) shall credit the payment to a special fund to be used only for transportation-related expenditures;

**WHEREAS**, the Parties desire to enter into an Intergovernmental Agreement (IGA) and agree upon the conditions of the abandonment of Bridge #E-17-AH by the State and acceptance by the City pursuant to the terms and conditions of the IGA;

**WHEREAS**, the governing body of the City shall adopt a resolution agreeing to the State’s abandonment of Bridge #E-17-AH and agreeing that said bridge structure no longer serves the ongoing purposes of the State Highway system; committing the City to assume ownership of said bridge structure in the “as is” condition;

**WHEREAS**, within 90 days of the official notification of such abandonment by the Transportation Commission, the City shall execute a resolution or ordinance accepting the abandoned bridge structure into their city street system;

# **Exhibit D**

## **Local Resolution(s)**

**QUITCLAIM DEED**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between

**THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION,**

of the City and County of Denver and State of Colorado, Grantor,  
whose legal address is 4201 E. ARKANSAS AVE., DENVER, CO 80222

and the **CITY AND COUNTY OF DENVER**, a Colorado Municipal Corporation and home rule city, whose legal address is 1437 Bannock Street, Denver, Colorado 80202, of the County of Denver and State of Colorado, Grantee,

After recording, please mail to  
Colorado Dept. of Transportation  
Region 1, ROW  
2000 S. Holly St.  
Denver, Colorado 80222

**WITNESS**, that the Grantor, for and in consideration of the sum of \$ TEN DOLLARS, (**\$10.00**) and NO/100th, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the Grantee, its heirs, successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the City and County of Denver and State of Colorado, described as follows:

SEE ATTACHED LEGAL DESCRIPTION FOR PARCEL \_\_\_\_\_, ATTACHED HERETO AS PART OF EXHIBIT “A”:

**See Attached Exhibit “A”:**

- Parcel#:**
- Dated:**
- Project #:**
- Project Code:**

**SUBJECT TO** any and all easements of record, and to any and all existing utilities as constructed, and for their maintenance as necessary.

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee its heirs and assigns forever.

**IN WITNESS WHEREOF**, the Grantor executed this deed on the date set forth above.

**DEPARTMENT OF TRANSPORTATION,  
STATE OF COLORADO**

**DEPARTMENT OF TRANSPORTATION,  
STATE OF COLORADO**

\_\_\_\_\_  
Ian Broussard  
Chief Clerk – Right of Way

\_\_\_\_\_  
Joshua Laippley, P.E.  
Chief Engineer

**STATE OF COLORADO** )  
**City and** ) ss.  
**County of Denver** )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Joshua Laippley, Chief Engineer and Ian Broussard, Chief Clerk – Right of Way, Department of Transportation, State of Colorado

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public



**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PWADM-201418208-00

**Contractor Name:** State of Colorado, Department of Transportation

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By The City signs first on CDOT signature page

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

D. Scott Martinez, Attorney for the  
City and County of Denver

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

