

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency
Department of Transportation
Local Agency
CITY OF LITTLETON

Agreement Routing Number
26-HA1-XC-00053
Agreement Effective Date
The later of the Effective Date
or November 17, 2025

Agreement Description
Santa Fe / Mineral Op Imp

Project #
AQC M810-017 (23574)

Region Agreement
R1 Writer DM

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.

LOCAL AGENCY
CITY OF LITTLETON

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: _____
*Signature

Name: _____
(Print Name)

Keith Stefanik, P.E., Chief Engineer

Title: _____
(Print Title)

Date: _____

Date: _____

SECOND LOCAL AGENCY
SIGNATURE,
IF NEEDED
CITY OF LITTLETON

STATE OF COLORADO
LEGAL REVIEW
Philip J. Weiser, Attorney General

By: _____
*Signature

By: _____
Assistant Attorney General

Name: _____
(Print Name)

Date: _____

Title: _____
(Print Title)

Date: _____

The Exhibits attached to this Agreement are:

Exhibit A- Scope of Work of the Project

Exhibit B- Local Agency Resolution

Exhibit C- 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-** Local Agency Resolution
5. **Exhibit C-** 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**.
- 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**.
- 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 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 timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project. 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.
- E. Emergency Situations: Notwithstanding the foregoing, if CDOT believes a condition affecting the Project poses an immediate and imminent danger to

public health or safety, CDOT may, without notice and without awaiting lapse of any cure period, rectify the condition if within Local Agency's responsibility under this Agreement, at Local Agency's cost, and so long as CDOT undertakes such action in good faith, even if under a mistaken belief in the occurrence of such deficiency, such action shall not expose CDOT to liability to Local Agency and shall not entitle Local Agency to any other remedy. CDOT's good faith determination of the existence of such danger shall be deemed conclusive in the absence of clear and convincing evidence to the contrary.

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**.
- 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**.
- C. All Work by the Local Agency must be performed by a person experienced in the inspection, operation, and maintenance of the Project. This is to ensure that the Project 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, CDOT may issue a written notice to cure deficiencies if the Local Agency fails to inspect, report, or properly maintain the Project identified in **Exhibit A**. In the event the deficiencies are not remedied within the Project timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project. 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.

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

Tony Gauer, EIT III
Region 1

18500 E Colfax Ave
Aurora, CO 80011
Phone: 303-365-7255
Email: anthony.gauer@state.co.us

Local Agency Project Liaison

Aaron Heumann, Transportation Engineering Manager
City of Littleton
2255 West Berry Ave
Littleton, CO 80120
Phone: 303-795-3867
Email: aheumann@littletonco.gov

- B. If safety concerns are identified relating to the Project, the Parties will partner with each other and any other affected local jurisdictions to identify the appropriate response to maintain safe and functional Project.
- 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. In the event of an emergency, defined as a situation which becomes known to Local Agency or CDOT as presenting an immediate threat to the public health or safety ("Emergency"), the responsible Party shall respond immediately to any reasonable maintenance requests made by the other Party. Such request may be made by telephone but shall be followed by a written Notice. If the responsible Party fails or is unavailable to respond to an Emergency request within 24 hours, or if that response fails to resolve the Emergency, then the other Party may make such minimum necessary repairs to correct the Emergency.
- E. In the event the Project 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**.
- 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, 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(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.

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

Santa Fe Drive (US 85) Maintenance Responsibility Scope of Work

The City of Littleton was awarded funding to construct project 23574, the Santa Fe Drive & Mineral Avenue Operational Improvements Project, which redirects left turn movements from the Santa Fe Drive & Mineral Avenue intersection to a quadrant roadway through the property to the southwest. The project includes widening of Santa Fe Drive from just north of Mineral Avenue to the new Phillips Avenue intersection to accommodate a new traffic signal at Nichols Avenue, with dual northbound left turn lanes and opposing dual U-turn lanes for southbound Santa Fe Drive vehicles to access eastbound Mineral Avenue.

After construction, maintenance of the infrastructure built as part of the Santa Fe Drive & Mineral Avenue Operational Improvements Project will be performed by both the Colorado Department of Transportation (CDOT) and the City of Littleton (City).

CDOT RESPONSIBILITIES

CDOT shall be responsible for capital and ordinary maintenance responsibilities of Santa Fe Drive (US 85) per CRS 43-2-135 in the areas represented as CDOT responsibility on the attached graphic. This will include, but is not limited to, the following:

- Raised center medians within Santa Fe Drive between Aspen Grove Way to the north and the Littleton Equine Medical Center driveway to the south.
- Drainage inlets and associated storm sewer pipe along the center medians of Santa Fe Drive.
- Traffic count loops and equipment associated with the new Automatic Traffic Recorder (ATR) located within Santa Fe Drive just north of Mineral Avenue.
- Intelligent Transportation System (ITS) mainline trench and contents along the west side of Santa Fe Drive between Aspen Grove Way and the north side of the Dad Clark Gulch Bridge.
- Overhead sign structure along the west side of Santa Fe Drive between Nichols Avenue and Phillips Avenue.
- CDOT will also have ownership of the new Santa Fe Drive traffic signals at the Phillips Avenue and Nichols Avenue intersections and the updated traffic signal at the Mineral Avenue intersection.

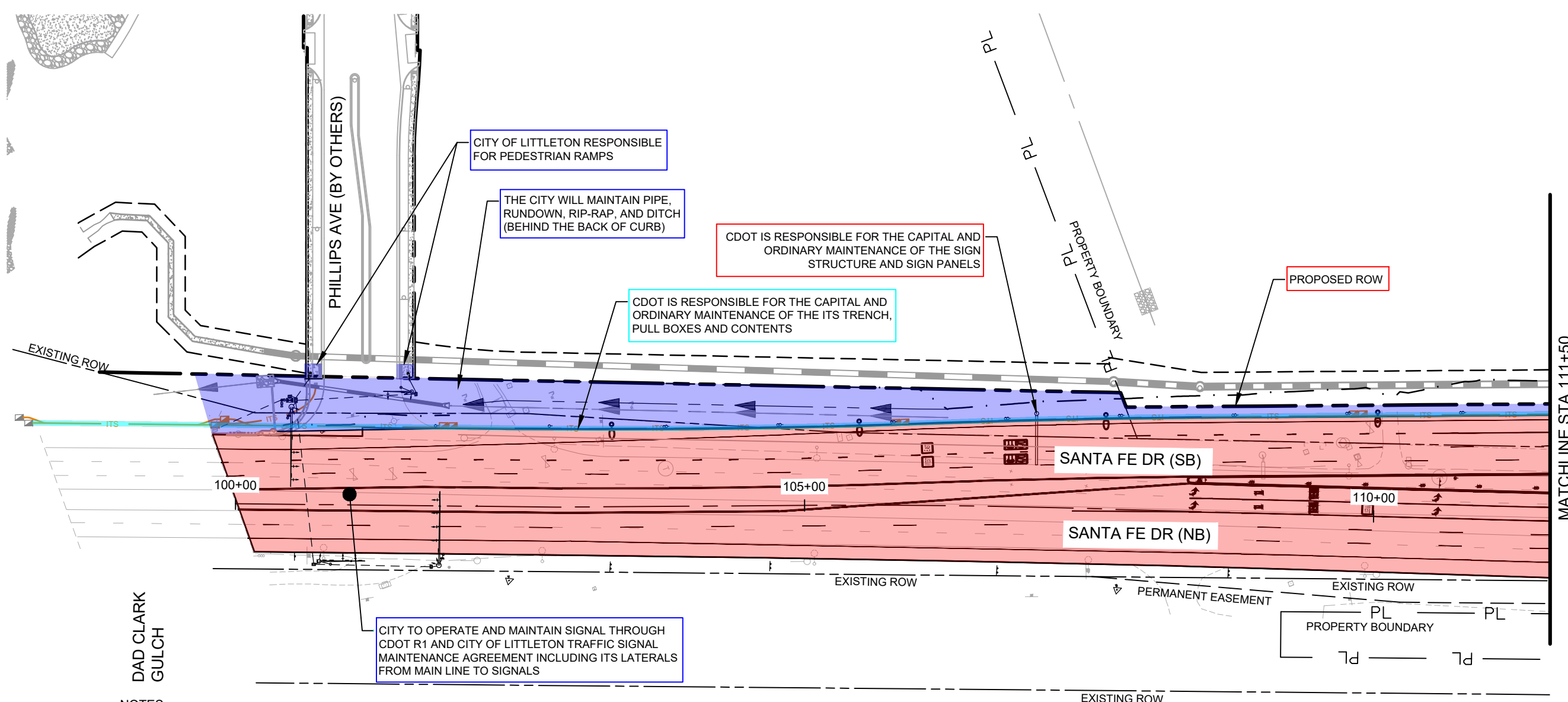
CITY RESPONSIBILITIES

The City shall be responsible for capital and ordinary maintenance per CRS 43-2-135 in the areas represented as City responsibility on the attached graphic, including, but not limited to:

- Channelized islands in the southwest corner at both the Mineral Avenue and Nichols Avenue intersections with Santa Fe Drive.
- Raised pedestrian crossing in the southwest corner of the Santa Fe Drive and Mineral Avenue intersection.
- Drainage inlets and associated storm sewer pipe along west curb of Santa Fe Drive.
- Drainage structure and storm sewer pipe in Santa Fe Drive right-of-way at Phillips Avenue.
- Drainage ditch along the west side of Santa Fe Drive from just south of Nichols Avenue to just north of Phillips Avenue.

- Traffic signal along Santa Fe Drive at the Mineral Avenue, Nichols Avenue, and Phillips Avenue intersections as detailed in a separate Intergovernmental Agreement (IGA) between CDOT and the City of Littleton, which includes Intelligent Transportation System (ITS) lateral connections.
- Raised center medians within CDOT right-of-way on the Phillips Avenue and Nichols Avenue west approaches, and for the Mineral Avenue west and east approaches.

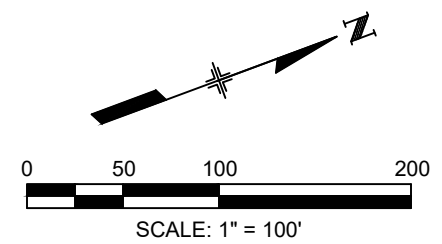
Streetlights along Santa Fe Drive will be maintained by Xcel Energy through its franchise agreement with the City.



NOTES:

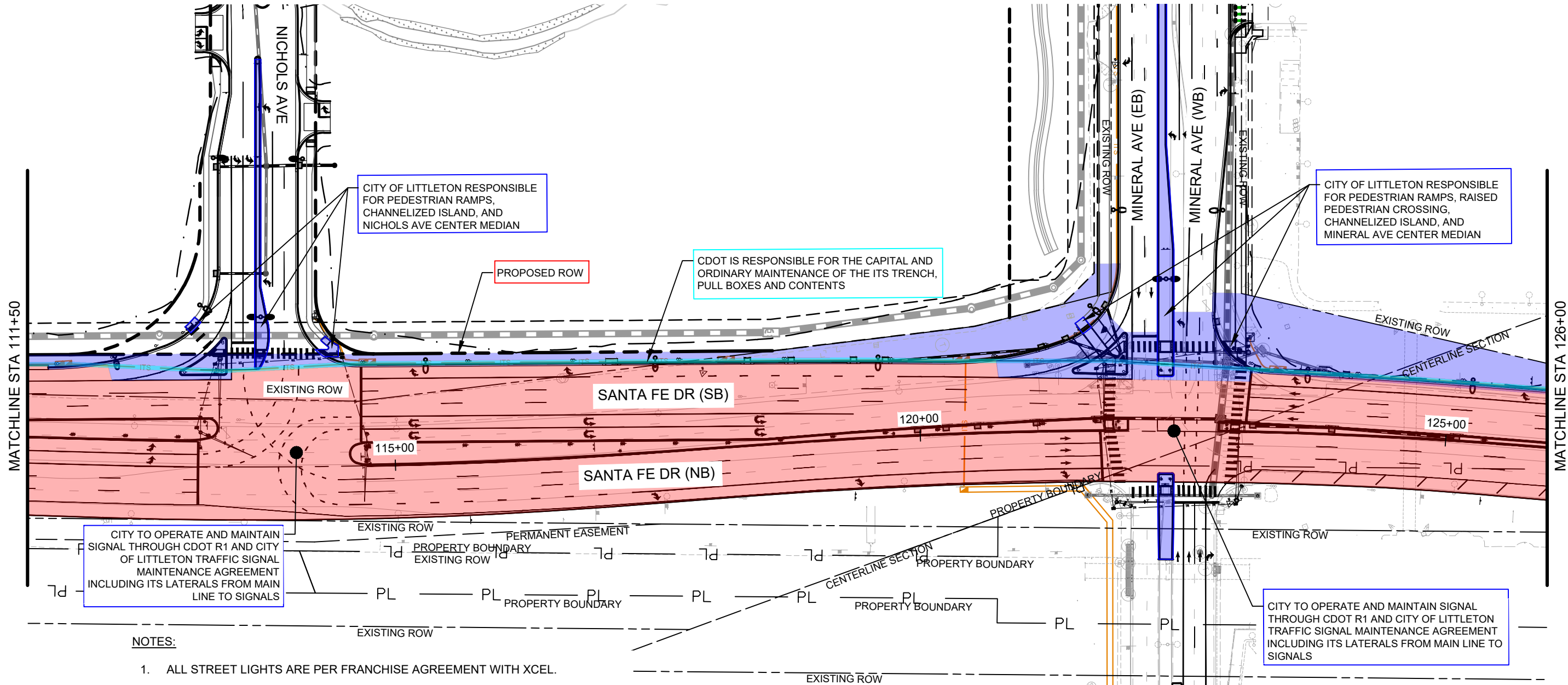
1. ALL STREET LIGHTS ARE PER FRANCHISE AGREEMENT WITH XCEL.
2. CDOT WILL BE RESPONSIBLE FOR THE CAPITAL AND ORDINARY MAINTENANCE OF ALL SIGNS AND DELINEATORS (EAST AND WEST SIDE OF SANTA FE DRIVE IN CDOT ROW).
3. CDOT WILL BE RESPONSIBLE FOR THE CAPITAL AND ORDINARY MAINTENANCE OF SANTA FE DRIVE FROM CURB TO CURB INCLUDING RAISED CENTER MEDIANS WHERE IDENTIFIED.
4. CITY OF LITTLETON WILL BE RESPONSIBLE FOR THE CAPITAL AND ORDINARY MAINTENANCE OF THE AREA OUTSIDE OF THE ROADWAY WITHIN CDOT ROW EXCEPT WHERE IDENTIFIED.
5. REFER TO THE EXHIBIT A MAINTENANCE NARRATIVE FOR ADDITIONAL DETAILS AND SPECIFIC MAINTENANCE RESPONSIBILITIES.

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| | CDOT MAINTENANCE AREA |
| | CITY OF LITTLETON MAINTENANCE AREA |
| | CDOT MAINTENANCE OF INTELLIGENT TRANSPORTATION SYSTEM (ITS) TRENCH |



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| Print Date: 2024-11-04 File Name: 23574_ROW_MAINTENANCE_EXHIBIT.DWG Horiz. Scale: 1" = 100' Vert. Scale: N/A Unit Information 1670 BROADWAY, SUITE 3400 DENVER, COLORADO 80202 Phone: 303-764-1520 FAX: 303-860-7139 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">Sheet Revisions</th> </tr> <tr> <th style="width: 15%;">Date:</th> <th style="width: 60%;">Comments</th> <th style="width: 25%;">Init.</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> | Sheet Revisions | | | Date: | Comments | Init. | | | | | | | | | | | As Constructed No Revisions: Revised: Void: | SANTA FE DR ROW MAINTENANCE EXHIBIT | Project No./Code AQC M810-017 23574 Sheet Number |
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CITY TO OPERATE AND MAINTAIN SIGNAL THROUGH CDOT R1 AND CITY OF LITTLETON TRAFFIC SIGNAL MAINTENANCE AGREEMENT INCLUDING ITS LATERALS FROM MAIN LINE TO SIGNALS

CITY OF LITTLETON RESPONSIBLE FOR PEDESTRIAN RAMPS, CHANNELIZED ISLAND, AND NICHOLS AVE CENTER MEDIAN

CDOT IS RESPONSIBLE FOR THE CAPITAL AND ORDINARY MAINTENANCE OF THE ITS TRENCH, PULL BOXES AND CONTENTS

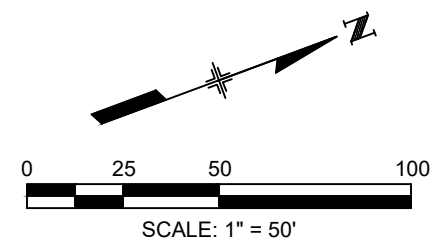
CITY OF LITTLETON RESPONSIBLE FOR PEDESTRIAN RAMPS, RAISED PEDESTRIAN CROSSING, CHANNELIZED ISLAND, AND MINERAL AVE CENTER MEDIAN

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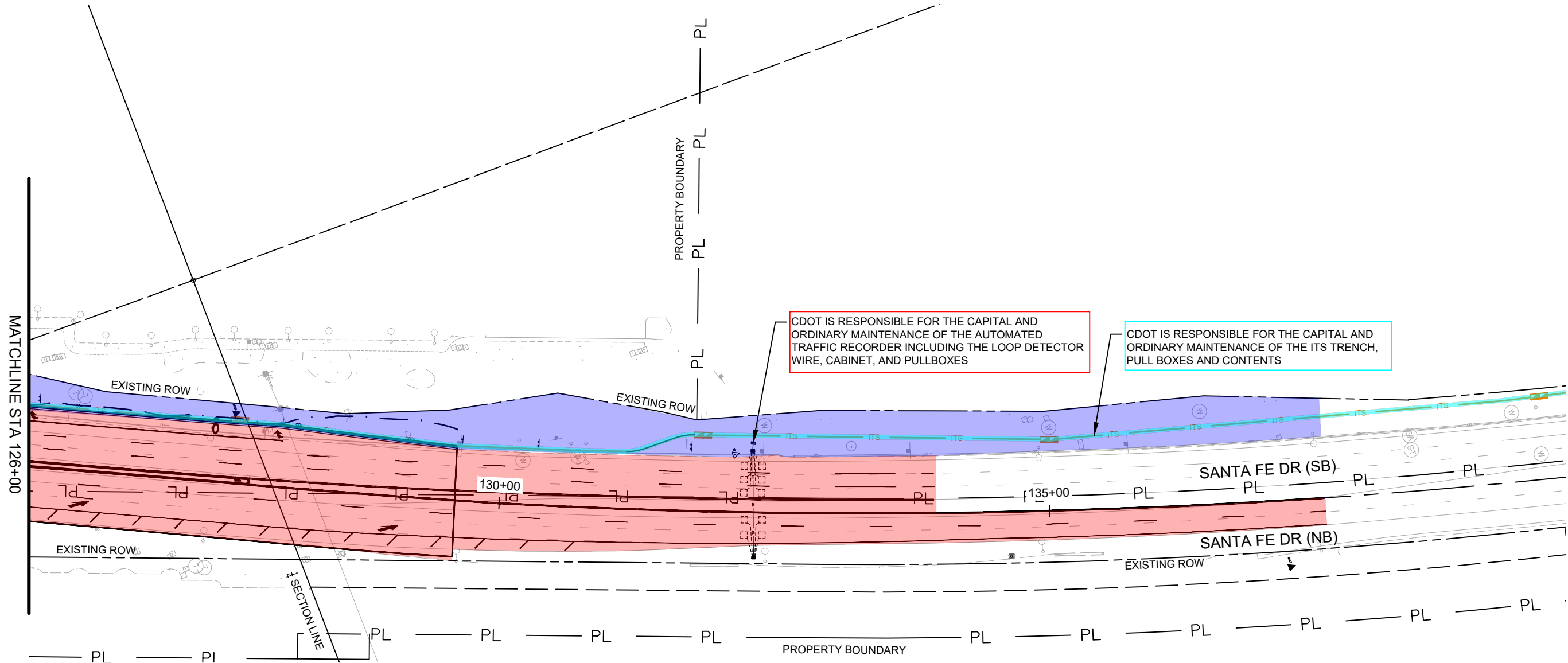
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| Revised: | Designer: OVELASCO | Structure Numbers | 23574 |
| Void: | Detailer: OVELASCO | Subset Sheets: 02 of 03 | Sheet Number |



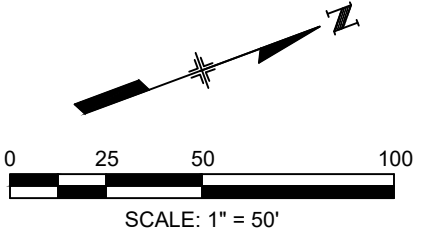
CDOT IS RESPONSIBLE FOR THE CAPITAL AND ORDINARY MAINTENANCE OF THE AUTOMATED TRAFFIC RECORDER INCLUDING THE LOOP DETECTOR WIRE, CABINET, AND PULLBOXES

CDOT IS RESPONSIBLE FOR THE CAPITAL AND ORDINARY MAINTENANCE OF THE ITS TRENCH, PULL BOXES AND CONTENTS

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| SANTA FE DR ROW MAINTENANCE EXHIBIT | | | |
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| Sheet Subset: ROADWAY | | Subset Sheets: 03 of 03 | |

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| Project No./Code | AQC M810-017 |
| | 23574 |
| Sheet Number | |

Exhibit B
Local Agency Resolution
(If Applicable)

EXHIBIT C

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: _____