

RESOLUTION 2017-050
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND
THE COLORADO DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION
OF THE MULBERRY STREET BRIDGE ACROSS THE POUDDRE RIVER

WHEREAS, Resolution 2015-096 approved the execution of an intergovernmental agreement between the City and the Colorado Department of Transportation (“CDOT”) regarding CDOT’s construction of the bridge, roadway, and urban design improvements crossing the Poudre River (collectively the “Project”) and located on Mulberry Street, also known as State Highway 14, between Riverside Avenue and Lemay Avenue where the City and CDOT agreed to certain urban design, landscaping, and pedestrian facility enhancements (collectively the “Enhancements”) to the Project to be paid for by the City (the “Agreement”); and

WHEREAS, the Agreement estimated the City’s total financial contribution to CDOT for the Enhancements to be \$1,210,000; and

WHEREAS, associated with the Enhancements, the City agreed to relocate an existing security gate at the Mulberry Water Reclamation Facility and existing City traffic fiber lines shown to be in conflict with planned bridge improvements and CDOT agreed to apply an estimated credit of \$100,000 against the estimated \$1,210,000 for such relocation (the “Credit”); and

WHEREAS, Resolution 2015-096 estimated the City’s financial contribution to the Enhancements, after applying the Credit, to be \$1,110,000; and

WHEREAS, the actual CDOT construction costs for the Enhancements, excluding the Credit, was \$1,155,885.26; and

WHEREAS, the actual Credit amount was \$83,044, which amount CDOT paid directly to the City, will be appropriated into the Wastewater Fund by separate Ordinance; and

WHEREAS, the City Council desires to execute an amendment to the Agreement to replace the estimated costs of the Enhancements, including the Credit, with the actual costs of the Enhancements, excluding the Credit, and further authorizing staff to reimburse CDOT consistent with the Agreement, and the amendment thereto (the “Amendment”).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

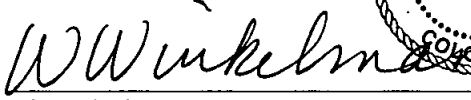
Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

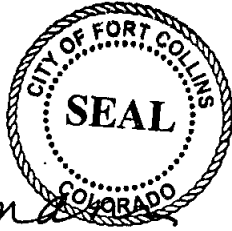
Section 2. The City Council hereby authorizes the Mayor to execute the Amendment to the Agreement between the City and CDOT, substantially in the form attached hereto as

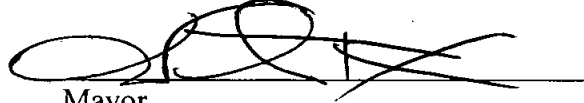
Exhibit "A," together with such modifications and additions as the City Manager, in consultation with the City Attorney, determines necessary and appropriate to protect the interests of the City or further the purposes of this Resolution, as set forth above.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 6th day of June, A.D. 2017.

ATTEST:


City Clerk




Mayor

STATE OF COLORADO AMENDMENT

Amendment #: 1 Project #: 18085
SIGNATURE AND COVER PAGE

State Agency Department of Transportation		Amendment Routing Number 15-HA4-XC-00136-M0001																
Contractor CITY OF FORT COLLINS		Original Agreement Routing Number 15-HA4-XC-00136																
Agreement Maximum Amount	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Initial term</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">State Fiscal Year</td> <td style="padding: 2px; text-align: right;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">Extension terms</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">State Fiscal Year</td> <td style="padding: 2px; text-align: right;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">State Fiscal Year</td> <td style="padding: 2px; text-align: right;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">State Fiscal Year</td> <td style="padding: 2px; text-align: right;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">State Fiscal Year</td> <td style="padding: 2px; text-align: right;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">Total for all state fiscal years</td> <td style="padding: 2px; text-align: right;">\$0.00</td> </tr> </table>	Initial term		State Fiscal Year	\$0.00	Extension terms		State Fiscal Year	\$0.00	State Fiscal Year	\$0.00	State Fiscal Year	\$0.00	State Fiscal Year	\$0.00	Total for all state fiscal years	\$0.00	Agreement Performance Beginning Date The later of the effective date or November 17, 2015
Initial term																		
State Fiscal Year	\$0.00																	
Extension terms																		
State Fiscal Year	\$0.00																	
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State Fiscal Year	\$0.00																	
State Fiscal Year	\$0.00																	
Total for all state fiscal years	\$0.00																	
		Initial Agreement expiration date Completion and final acceptance of the Project by the State, FHWA and the Local Agency.																

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p style="text-align: center;">CONTRACTOR CITY OF FORT COLLINS</p> <hr style="width: 80%; margin: 10px auto;"/> <p style="text-align: center;">By: _____</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Department of Transportation Shailen P. Bhatt, Executive Director</p> <hr style="width: 80%; margin: 10px auto;"/> <p style="text-align: center;">Joshua Laipply, P.E., Chief Engineer</p> <p style="text-align: center;">Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;">By: _____ N/A _____ Department of Transportation</p> <p style="text-align: center;">Effective Date: _____</p>	

1) **PARTIES**

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Contractor and the State.

2) **TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) **EFFECTIVE DATE AND ENFORCEABILITY**

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in §3.B of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) **PURPOSE**

A. The Parties entered into the Agreement for replacing a structurally deficient bridge on State Highway 14 (Mulberry Street) over the Poudre River in Fort Collins as part of the Colorado Bridge Enterprise (CBE).

B. The Parties now desire to delete and replace Section 4. and Section 5. in Exhibit A in their entirety. This will update Local Agency, Total Funds, and not to exceed amounts.

C. The Parties now desire to delete Exhibit A in its entirety. This will be replaced with Exhibit A-1 with an updated Fort Collins not to exceed reimbursement amount.

5) **MODIFICATIONS**

Section 4. Project Funding Provisions

Section 4. is removed and replaced in its entirety with:

A. The Local Agency has estimated the total cost of the work and is prepared to provide the funding for the work, 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 contract and to expend its funds for the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

B. The Local Agency has estimated the total cost of the Work to be \$1,155,885.26, which is to be funded as follows:

a.	Local Agency Funds	\$1,155,885.26
b.	State Funds	\$ 0.00
	Total Funds:	\$1,155,885.26

C. **The maximum amount payable by the Local Agency under this contract shall be \$1,155,885.26**, unless such amount is increased by an appropriate written modification to this contract executed 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

Section 5. is removed and replaced in its entirety with:

A. The State shall submit invoices to the City as a lump sum cost. Invoices shall be in proportion to the work completed. The \$1,155,885.26 is a not to exceed value.

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.

Exhibit A-1

Exhibit A-1 contains the Scope of Work. Exhibit A is removed and replaced in its entirety with Exhibit A-1 attached hereto and incorporated herein by reference. Upon execution of this Amendment, all references in the Agreement to Exhibit A will be replaced with Exhibit A-1.

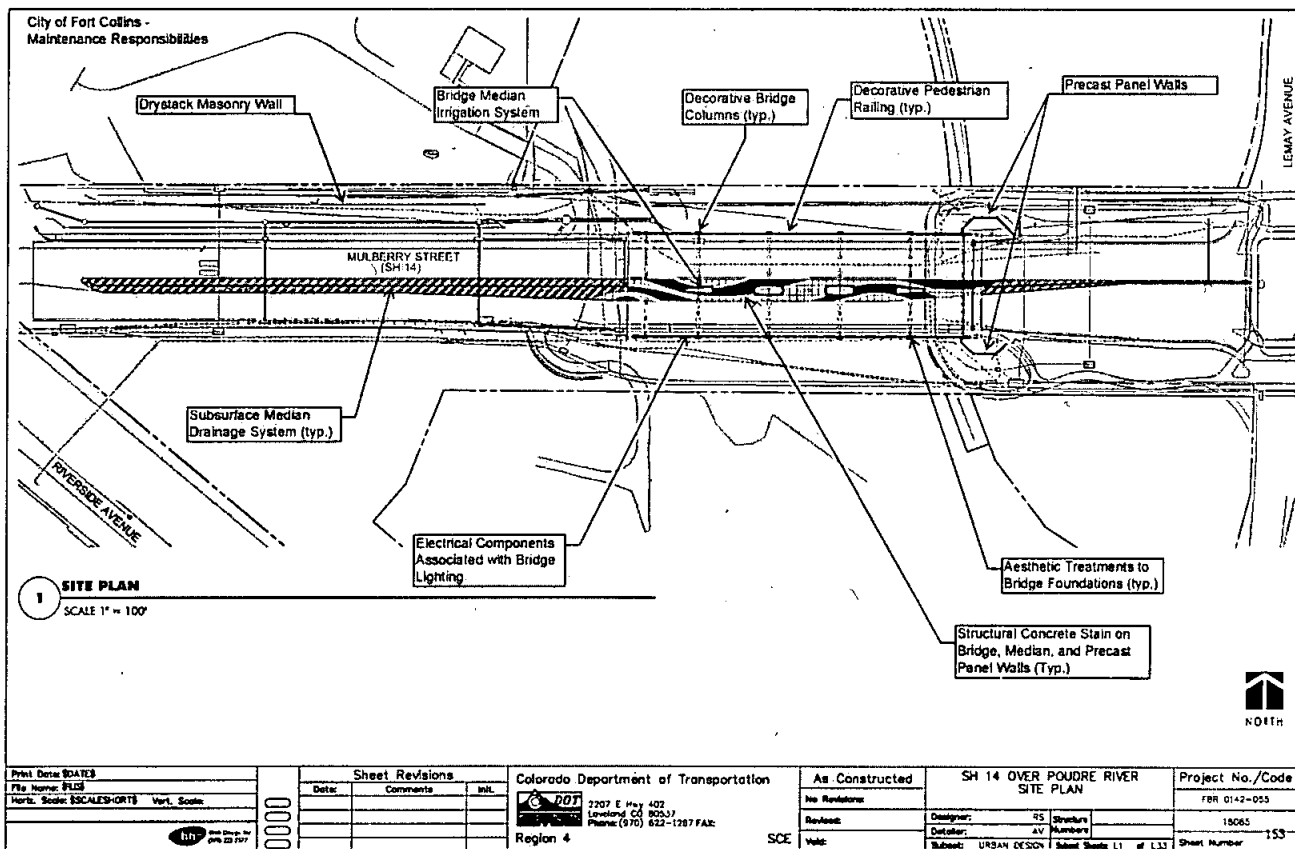
6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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SCOPE OF WORK

The Colorado Department of Transportation is replacing a structurally deficient bridge on State Highway 14 (Mulberry Street), over the Poudre River, in Fort Collins as part of the Colorado Bridge Enterprise (CBE). The existing bridge, originally built in 1949, will be replaced with a wider bridge to meet current standards, accommodate bicycle lanes and provide sidewalks for pedestrians. The project began construction in September of 2014 and was accepted for completion on February 18, 2016. The total cost of the construction phase is approximately \$9.6 million, with funds in part coming from the Colorado Bridge Enterprise (CBE). In partnership with CDOT, the City of Fort Collins has committed funding for the project in order to make contributions for urban design, landscaping, and pedestrian facility enhancements. CDOT and the City of Fort Collins have determined that the total costs of the City's contributions to the project will be an amount not to exceed \$1,155,885.26, unless such amount is increased by an appropriate written modification to the contract.



City of Fort Collins - Mulberry Bridge Improvements Funding Responsibilities

Date 24-Mar-17

Project # 18085

Item #	Item Description	Unit	Unit Price \$	Actual Qty	Actual Cost \$
504-08255	Masonry Landscape Wall (Dry Stack)	SF	\$32.00	1,992.00	\$63,744.00
509-00010	Structural Steel (Special)	LB	\$5.90	3,600.00	\$21,240.00
514-00201	Pedestrian Railing (Steel)(Special)	LF	\$195.00	733.00	\$142,935.00
601-03040	Concrete Class D (Bridge)	CY	\$393.64	80.00	\$31,491.20
601-40005	Cut Stone Veneer	SF	\$54.00	1,772.00	\$95,688.00
601-40210	Concrete Finish (Special)	SF	\$30.00	587.00	\$17,610.00
601-40400	Structural Concrete Stain	SY	\$8.00	1,252.00	\$10,016.00
602-00020	Reinforcing Steel (Epoxy Coated)	LB	\$0.87	8,183.00	\$7,119.21
606-11032	Bridge Rail Type 10M (Special)	LF	\$140.00	769.00	\$107,660.00
613-00075	3/4 Inch Electrical Conduit	LF	\$12.00	0.00	\$0.00
613-00100	1 Inch Electrical Conduit	LF	\$30.00	0.00	\$0.00
613-00200	2 Inch Electrical Conduit	LF	\$20.00	0.00	\$0.00
613-00400	4 Inch Electrical Conduit	LF	\$8.60	424.00	\$3,646.40
613-01075	3/4 Inch Electrical Conduit (Plastic)	LF	\$4.30	333.00	\$1,431.90
613-01100	1 Inch Electrical Conduit (Plastic)	LF	\$5.40	54.00	\$291.60
613-01200	2 Inch Electrical Conduit (Plastic)	LF	\$6.50	3,892.00	\$25,298.00
613-01300	3 Inch Electrical Conduit (Plastic)	LF	\$8.60	996.00	\$8,565.60
613-07000	Pull Box (Special)	EACH	\$190.00	34.00	\$6,460.00
613-07075	3/4 Inch Electrical Conduit Body (Type LB)	EACH	\$160.00	0.00	\$0.00
613-07200	2 Inch Electrical Body (Type LB)	EACH	\$160.00	0.00	\$0.00
613-10000	Wiring	L S	\$14,800.00	1.00	\$14,800.00
613-15200	Recessed Light (Special)	EACH	\$1,170.00	44.00	\$51,480.00
613-40000	Concrete Foundation Pad	EACH	\$650.00	1.00	\$650.00
613-50100	Lighting Control Center	EACH	\$9,060.00	1.00	\$9,060.00
613-50355	Power Transformer	EACH	\$1,290.00	4.00	\$5,160.00
700-70010	F/A Minor Contract Revisions	F A	\$1.00	0.00	\$0.00
700-70011	F/A Partnering	F A	\$1.00	0.00	\$0.00
700-70021	F/A On-The-Job Trainee	HOURL	\$1.00	0.00	\$0.00
700-70380	F/A Erosion Control	F A	\$1.00	0.00	\$0.00
514-00200	Pedestrian Railing (Steel)	LF	\$110.00	359.00	\$39,490.00
606-11032	Bridge Rail Type 10M (Special)	LF	\$140.00	359.00	\$50,260.00
206-00000	Structure Excavation	CY	\$7.00	453.00	\$3,171.00
206-00100	Structure Backfill (Class 1)	CY	\$29.61	932.00	\$27,596.52
206-00360	Mechanical Reinforcement of Soil	CY	\$12.00	489.00	\$5,868.00
420-00000	Geomembrane	SY	\$10.00	342.00	\$3,420.00
504-04420	Precast Panel Facing	SF	\$48.00	1,623.00	\$77,904.00
514-00201	Pedestrian Railing (Steel)(Special)	LF	\$195.00	137.00	\$26,715.00
601-03050	Concrete Class D (Wall)	CY	\$548.27	22.90	\$12,555.38
601-40400	Structural Concrete Stain	SY	\$8.00	241.00	\$1,928.00
602-00020	Reinforcing Steel (Epoxy Coated)	LB	\$0.87	2,383.00	\$2,073.21
Project #18085 Credits					
607-53142	Fence Chain Link (42 inch)	LF	\$28.00	594.00	-\$16,632.00
607-53160	Fence Chain Link (60 inch)	LF	\$90.00	840.00	-\$75,600.00
606-11030	Bridge Rail Type 10M	LF	\$119.00	819.00	-\$97,461.00
607-53160	Fence Chain Link (60 inch)	LF	\$90.00	359.00	-\$32,310.00
606-00301	Guardrail Type 3 (6-3 Post Spacing)	LF	\$140.00	359.00	-\$50,260.00
	CDOT MSE Wing Wall Credit	LS	\$24,000.00	1.00	-\$24,000.00
610-00020	Median Cover Material (Patterned Concrete)	SF	\$6.50	12,437.00	-\$80,840.50
	16 Ped Bridge Splice Plates cut in half	LS	\$4,485.00	1.00	-\$4,485.00

Project # 19779

Item #	Item Description	Unit	Unit Price \$	Actual Qty	Actual Cost \$
203-00060	Embankment Material (Complete In Place)	CY	\$19.92	3,260.00	\$64,939.20
207-00405	Topsoil (Special)	CY	\$22.00	965.00	\$21,230.00
504-08255	Masonry Landscape Wall (Dry Stack)	SF	\$32.00	0.00	\$0.00
605-00040	4 Inch Perforated Pipe Underdrain	LF	\$24.00	954.00	\$22,896.00
605-84000	Subsurface Drain Outlet	LF	\$20.00	142.00	\$2,840.00
608-00006	Concrete Sidewalk (6 Inch)	SY	\$49.00	878.00	\$43,022.00
608-00012	Curb Ramp (Special)	SY	\$74.00	45.00	\$3,330.00
608-00015	Detectable Warnings	SF	\$40.00	45.00	\$1,800.00
623-09900	Sprinkler System	L S	\$18,000.00	1.00	\$18,000.00
700-70010	F/A Minor Contract Revisions	F A	\$1.00	0.00	\$0.00
700-70011	F/A Partnering	F A	\$1.00	0.00	\$0.00
700-70021	F/A On-The-Job Trainee	HOUR	\$1.00	0.00	\$0.00
700-70380	F/A Erosion Control	F A	\$1.00	0.00	\$0.00
609-21010	C and G Ty 2 I-B / Added by City of Ft Collins	LF	\$15.00	1,602.00	\$24,030.00
420-00102	Geotextile (Er Cont) (CL 1)	SY	\$3.25	0.00	\$0.00
700-70021	F/A On-The-Job Trainee	HOUR	\$2.00	176.00	\$352.00
206-00000	Structure Excavation	CY	\$7.00	712.00	\$4,984.00
206-00100	Structure Backfill (Class 1)	CY	\$29.61	1,086.00	\$32,156.46
601-03050	Concrete Class D (Wall)	CY	\$548.27	274.00	\$150,225.98
602-00020	Reinforcing Steel (Epoxy Coated)	LB	\$0.87	25,330.00	\$22,037.10
607-53136	Fence Chain Link (36 Inch)	LF	\$70.00	483.00	\$33,810.00

Project #19779 Construction Total = \$445,652.74

Project Summary

Project #18085		
Total Construction Cost		\$493,739.52
Construction Engineering and Indirect Costs	23.9%	\$118,003.75
Total Cost		\$611,743.27
Project #18085		
Total Construction Cost		\$445,652.74
Construction Engineering and Indirect Costs	22.1%	\$98,489.26
Total Cost		\$544,142.00

Grand Total

\$1,155,885.26