

RESOLUTION 2018-004
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FORT COLLINS AND
THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE INTERSTATE 25
IMPROVEMENTS BETWEEN STATE HIGHWAY 14 AND STATE HIGHWAY 402

WHEREAS, Interstate 25 (“I-25”) serves as the primary north-south highway connection for North Colorado, including Fort Collins and is the primary route for the City’s regional connectivity to commerce, health care, education and employment; and

WHEREAS, the Colorado Department of Transportation (“CDOT”) will make improvements to I-25 in Northern Colorado beginning in 2017, with actual construction commencing in 2018 and ending in 2020; and

WHEREAS, planned improvements to I-25 between SH-14 (Mulberry) and SH-402 (Loveland) include repair or replacement of two bridges, expansion of a third managed lane in each direction, and slip ramps and a park and ride at Larry Kendall Parkway in Loveland (the “North I-25 Improvements Project”); and

WHEREAS, the City has previously entered into an Intergovernmental Agreement dated April 14, 2017, with CDOT to commit \$2.25 million of local funds to support the North I-25 Improvements Project as part of the 2017-2018 budget (the “IGA”) and agreed to remit an additional \$2.2 million in funds over a five-year period to accelerate the Project pursuant to Resolution 2016-077, which authorized the Mayor to execute an Intergovernmental Agreement for Funding I-25 Improvements with Larimer County and seven other municipalities; and

WHEREAS, the Prospect/I-25 Interchange (the “Interchange”) has failing levels of service at peak travel times and there is an opportunity for the City to partner with CDOT, the Town of Timnath, and property owners around the Interchange (the “Property Owners”) to make improvements to the Interchange as part of the North I-25 Improvements Projects, which timing would result in an estimated savings of \$7 million in the cost of the Interchange improvements; and

WHEREAS, CDOT has proposed an amendment to the IGA whereby the City will contribute a total \$19.25 million for the Northern I-25 Improvement Projects, including improvements to the Interchange, and CDOT will reconstruct the existing diamond interchange at I-25 and Prospect Road, including reconstruction of the ramps, bridge and Prospect Road (the “Amendment”); and

WHEREAS, under the Amendment, work on improving the Interchange is expected to start after July 1, 2018 and will result in a reconstructed Prospect Road with four through lanes, a raised median, left turn lanes, and pedestrian and bicycle facilities; and

WHEREAS, to fund the additional \$17 million for the Interchange improvements under the Amendment, the City will be entering into separate agreements with the Town of Timnath and

Property Owners where the Town of Timnath will pay up to an estimated \$2.5 million toward the Interchange improvements, the Property Owners are anticipated to pay an estimated \$7.05 million toward the Interchange improvements after receiving credit for right-of-way dedications and credit for transportation capital expansion fees, and the City will pay the remaining \$8.1 million toward the Interchange improvements; and

WHEREAS; Article II, Section 16 of the City Charter empowers the City Council, by ordinance or resolution, to enter into contracts with governmental bodies to furnish governmental services and make charges for such services, or enter into cooperative or joint activities with other governmental bodies; and

WHEREAS, Section 29-1-203 of the Colorado Revised Statutes provides that governments may cooperate or contract with one another to provide certain services or facilities when such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and

WHEREAS, the City Council has determined that Interchange improvements and the Amendment are necessary for the public health, safety and welfare; and

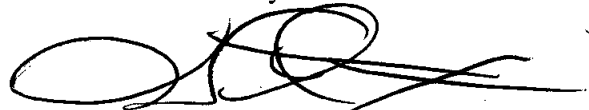
WHEREAS, the City Council has also determined that the Interchange improvements to be funded under the Amendment serve the public purpose of expanding and facilitating I-25 as a critical and primary route connecting the City and its citizens to commerce, health care, education and employment.

NOW, THEREFORE, BE IT ORDAINED 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. That the Amendment is hereby approved and the Mayor is authorized to enter into it in substantially the form attached hereto as Exhibit "A", together with such additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or to effectuate the purposes of this Resolution.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 2nd day of January, A.D. 2018.



Mayor

ATTEST:


City Clerk



STATE OF COLORADO AMENDMENT

Amendment #: 1 Project #: 21506
SIGNATURE AND COVER PAGE

| | | |
|---|-----------------------|--|
| State Agency Department of Transportation, Colorado Bridge Enterprise | | Amendment Routing Number 17-HA4-XC-00072-M0002 |
| Contractor CITY OF FORT COLLINS | | Original Agreement Routing Number 17-HA4-XC-00072 |
| Agreement Maximum Amount | N/A--Revenue Contract | Agreement Performance Beginning Date The later of the effective date or April 14, 2017 |
| | | Initial Agreement expiration date April 13, 2022 |

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> <p>By: _____ Name of Authorized Individual</p> <p>Title: _____ Official Title of the Authorized Individual</p> <p>By: _____ Signature</p> <p>Date: _____</p> | <p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Department of Transportation</p> <hr/> <p style="text-align: center;">Joshua Laipply, P.E., Chief Engineer (For): Shailen P. Bhatt, Executive Director</p> <p>Date: _____</p> |
| <p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Department of Transportation Colorado Bridge Enterprise</p> <hr/> <p style="text-align: center;">By: Jerad Esquibel, P.E (For): Shailen P. Bhatt, Director</p> <p>Date: _____</p> | |
| <p>In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ N/A _____ Office of the State Controller, Controller Delegate</p> <p style="text-align: center;">_____ Printed name of signatory</p> <p>Date: _____</p> | |

1) PARTIES

Amendment (the "Contract") is entered into by and between the Contractor, CITY OF FORT COLLINS (hereinafter called "Contractor") and the State of Colorado, for the use and benefit of the Department of Transportation and the Colorado Bridge Enterprise (hereinafter collectively called "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 Local Agency making funds available for improvements to North Interstate-25, Project SH 402 - SH 14 (21506).

B. The Parties now desire to delete Exhibit A in its entirety. This will be replaced with Exhibit A-1 with an updated CITY OF FORT COLLINS not to exceed reimbursement amount.

5) MODIFICATIONS

Exhibit A – Scope of Work

Exhibit A – Scope of Work 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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North I-25

Fort Collins - \$12M Contribution for Interchange; \$5M Contribution for the urban design elements (aesthetic/landscape enhancements) for the interchange (\$17M Total Contribution)

Scope of Work

Reconstruct the existing diamond interchange at I-25 and Prospect Road, including reconstruction of the ramps, bridge, and Prospect Road. Prospect Road will be reconstructed to a configuration with four through lanes, with a raised median, left turn lanes, and pedestrian and bicycle facilities. Work is expected to start on the interchange after July 1, 2018.

Urban design elements to be included in the North I-25 Project are per the “CDOT Project” column in the table below.

| ITEM DESCRIPTION | CDOT PROJECT | CITY/TOWN PROJECT |
|---|--------------|-------------------|
| BRIDGE ENHANCEMENTS | | |
| Structural Concrete Stain on Bridge Curb, Girders, MSE Walls | X | |
| Upgraded Pedestrian Rail on Bridge | X | |
| Median & Pork Chop Island Cover Material (Color Concrete) | X | |
| Irrigation Sleeves and Pull Boxes | X | |
| GORE AREAS AND RAMPS | | |
| Earthwork/Import (related to Landscape/Urban Design) | X | |
| Stone Outcrops (including design, mock ups, installation) | X | |
| Boulders | X | |
| Cobble Swales | X | |
| Landscape Design | | X |
| Soil Conditioning | | X |
| Fine Grading | | X |
| Turf Reinforcement Mat | X | X |
| Seed | X | X |
| Boulders | X | |
| Landscaping (Trees, Shrubs, Ornamental Grasses, Perennials, Mulch, etc) | | X |
| Irrigation Design | X | |
| Irrigation Tap, Meter & Backflow | X | |
| Irrigation Sleeves | X | |
| Irrigation System | | X |
| PROSPECT ROAD | | |
| Prospect Rd. Median - Perforated Pipe Underdrain | X | |
| Prospect Rd. Median – Membrane | X | |
| Prospect Rd. Median – Rock Filter Material | X | |
| Prospect Rd. Median - Topsoil | X | |
| Prospect Rd. Median – Double Curb | X | |
| Electrical conduit for City Street Lights | X | |
| Electrical controls and service for City Street Lights | | X |

| | | |
|--|---|---|
| City Street Lights/Electrical | | X |
| Landscape Design | | X |
| Soil Conditioning | | X |
| Fine Grading | | X |
| Seed | X | X |
| Turf Reinforcement Mat | X | X |
| Boulders | | X |
| Trees, Shrubs, Ornamental Grasses & Perennials, Mulch, etc | | X |
| Irrigation Design | X | |
| Irrigation Tap, Meter & Backflow | X | |
| Irrigation Sleeves | X | |
| Irrigation Sleeves | X | |
| Monument Sign - Fort Collins | | X |
| Monument Sign - Timnath | | X |

Technical Requirements:

Design:

- CDOT shall consult with the Local Agency throughout the preparation of the Plans and submit to the Local Agency for its review the proposed Plans prior to CDOT's acceptance of Release for Construction Plans. The Local Agency must provide comments on the proposed Plans within 10 calendar days after the proposed Plans are referred to it. CDOT will require the Design Build Contractor to address all issues identified by the Local Agency provided those issues are not in conformance with the Contract Documents.

- The Local Agency shall waive all review fees for design.

- The Local Agency shall not require additional design reviews beyond those required by the contract.

Construction:

- The Local Agency shall waive all permit fees for street use permits.

- The Local Agency requires that Infrastructure that becomes City of Fort Collins inventory follow inspection requirements per LCUASS Standards.

- The Local Agency requires that infrastructure within City of Fort Collins Right-of-Way be follow final acceptance requirements per LCUASS Standards.

- CDOT shall consult with the Local Agency for its review of traffic control plans related to road closures.

- The Local Agency requires 7 calendar days of advance notification for road closures.

