TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 62, SERIES 2017

A RESOLUTION APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT (CONTRACT) BETWEEN THE TOWN OF TIMNATH AND THE COLORADO DEPARTMENT OF TRANSPORTATION REGARDING I-25 IMPROVEMENTS

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, The Town Council approved a contract with the Colorado Department of Transportation (CDOT) for the improvements of I-25 on January 10, 2017; and

WHEREAS, the by previously approved agreement Town committed to participate in the improvements to the north I-25 corridor in an amount not to exceed $500,000 over three years; and

WHEREAS, the improvements to the north I-25 corridor are important to the community and the region at large; and

WHEREAS, the purpose of this Amendment is to add the previously agreed upon funding table which was omitted from the original Agreement; and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval
The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, CMC
Town Clerk
# STATE OF COLORADO AMENDMENT

**Amendment #: 1**

**Project #: 21506**

## SIGNATURE AND COVER PAGE

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<thead>
<tr>
<th>State Agency</th>
<th>Amendment Routing Number</th>
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<tr>
<td>Department of Transportation</td>
<td>17-HA4-XC-00051-M0001</td>
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<th>Local Agency</th>
<th>Original Agreement Routing Number</th>
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<tr>
<th>Agreement Maximum Amount</th>
<th>Agreement Performance Beginning Date</th>
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<td>The later of the effective date or January 27, 2017</td>
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<tr>
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<td>Extension terms</td>
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<td>Total for all state fiscal years</td>
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## 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.

### STATE OF COLORADO

**John W. Hickenlooper, Governor**
Department of Transportation
Shailen P. Bhatt, Executive Director

______________________________________________
Joshua Laipply, P.E., Chief Engineer

Date: __________________________

### LOCAL AGENCY

**TOWN OF TIMNATH**

[Signature]

Jill Grossman-Beisie, Mayor
By: (Print Name and Title)

Date: 10/24/17

### LOCAL AGENCY

(2nd Signature if Necessary)

[Signature]

[Signature]

Millesa Peters, Town Clerk
By: (Print Name and Title)

Date: 10/24/17

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.

### STATE CONTROLLER

Robert Jaros, CPA, MBA, JD
By: __________________________

Department of Transportation

Effective Date: __________________________

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Rev. 12/09/2016
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 Local Agency 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 the Local Agency for any Work performed or expense incurred under this Amendment either before or after 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**
The original OLA is missing the Funding Table from the Exhibit A (Scope of Work). Region 4 confirmed the request to replace the Exhibit A (Scope of Work) with Exhibit A-1 (Scope of Work).

5) **MODIFICATIONS**
Remove Exhibit A (Scope of Work), and replace in its entirety with Exhibit A-1 (Scope of Work). All references to Exhibit A are updated and 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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**
Exhibit A-1

North Interstate 25 Phase 1 Project

Scope of Work

The Colorado Department of Transportation ("CDOT") will complete the North Interstate 25 Phase 1 Project (Hereinafter referred to as "this work"). The project is located on I-25 approximately from just north of State Highway 402 to just south of State Highway 14, covering 14 miles in length between Johnstown/Loveland and Fort Collins, Colorado.

I-25 is the primary north-south route through Colorado, and is the only continuous north-south interstate route in the state, providing access to, through, and from northern Colorado. This segment of I-25 currently has two general purpose lanes in each direction. The project adds a third travel lane in both directions to be operated as a tolled express lane which will accommodate high occupancy vehicles and charge tolls.

Elements of Project Scope:

- Increase capacity by adding an express lane in both directions
- Provide a painted buffer to separate the express lane from general purpose travel
- Construct wider shoulders
- Replace or rehabilitate aging bridges, and widen additional structures
- Improve multi-modal access to regional transit to promote mode shift
- Improve bus service performance and reduce each total trip time by adding new bus slip ramps to access a new Park-n-Ride
- Create new pedestrian and bicycle access under I-25 at Kendall Parkway
- Connect the Cache la Poudre River Regional Trail under I-25, also to serve as a wildlife corridor

By way of a Design Build (DB) contract and using a best value evaluation method, CDOT will select a contractor that will Design and Build this project, including innovations to save time and resources. This approach leaves exact elements intentionally undefined.

Local Agencies have contributed funds for improvements to I-25 included in this work.