

RESOLUTION NO. 17-15

A RESOLUTION AUTHORIZING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLORADO SPRINGS AND THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE I-25 / CIMARRON STREET RECONSTRUCTION PROJECT

**WHEREAS**, on July 23<sup>rd</sup>, 2014 the City of Colorado Springs ("City") and the Colorado Department of Transportation ("CDOT") entered into an Intergovernmental Agreement ("IGA") for funding for roadway and bridge improvements for CDOT's I-25 Cimarron Street Reconstruction Project ("Project"); and

**WHEREAS**, as a requirement of the IGA, the City agreed to contribute a \$5,000,000.00 match contribution through Pikes Peak Rural Transportation Authority ("PPRTA") funds for the Project; and

**WHEREAS**, Resolution No. 57-14 requires that the City Council approve any increase in the City's PPRTA funding match commitment for the Project, and

**WHEREAS**, the City Council desires to approve the amendment to the IGA to increase the City's PPRTA funding match commitment for the Project by \$2,050,000.00, for a total project commitment of \$7,050,000.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:**

Section 1. The "Contract Amendment" for Project # 19030, IM 0252-4 for the I-25 / Cimarron Street Reconstruction Project, attached and made a part of this resolution is hereby approved and authorizes an additional City match commitment of \$2,050,00.00 to be paid from PPRTA funds.

Section 2. The Mayor is hereby authorized to execute, deliver and administer the IGA on behalf of the City, and the City Clerk is directed to attest the Mayor's signature and affix the seal of the City on the Contract Amendment.


Section 3. Any future amendments to the IGA increasing the City's PPRTA funding match commitment amount must be approved by a subsequent City Council Resolution.

DATED at Colorado Springs, Colorado, this 24th day of February, 2015.



Keith King, Council President

ATTEST:

  
Sarah B. Johnson, City Clerk

bu/ A8787

<b>Amendment #:</b> 1 <b>Project #:</b> 19039, IM 0252-423 <b>Project Name:</b> I-25 and Cimarron Interchange	<b>Original Contract Routing #:</b> N/A <b>Amendment Routing #:</b> N/A <b>ID #:</b> 331001109
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**CONTRACT AMENDMENT**

**1. PARTIES**

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between the City of Colorado Springs (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Transportation, (hereinafter called "CDOT").

**2. EFFECTIVE DATE AND ENFORCEABILITY**

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor 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. FACTUAL RECITALS**

The Parties entered the Contract for the Local Agency contribution to CDOT for the construction of the I-25/Cimarron Interchange improvements. This amendment will increase the contribution from the Local Agency by \$2,050,000.00 from \$5,000,000.00 to \$7,050,000.00.

**4. CONSIDERATION**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

**5. LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

**6. MODIFICATIONS.**

The Amendment and all prior amendments thereto, if any, are modified as follows:

1. Section 4, B of the Contract shall be deleted in its entirety and replaced by:  
 The Contribution is estimated at **\$7,050,000.00**. Payments shall be made by Local Agency in accordance with the schedule set forth in **Exhibit A**. Each annual payment by Local Agency to CDOT is subject to Section 7-60 of the Charter of the City of Colorado Springs and is contingent upon a third party appropriating funds for that purpose. The Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future years, and this Agreement is not intended to create a multiple fiscal-year debt of the Local Agency. The Local Agency's Contribution under this Agreement is expressly contingent up third-party appropriation of the Local Agency's portion of funding for the Project.
2. The following will be added to Exhibit A (Scope of Work):  
 The Local Agency shall furnish the following additional items for the I-25/Cimarron Interchange Project:
  - a. Furnish the "Monument Creek Pedestrian Bridge" developed by the Aesthetic/Landscaping/Trails technical committee and consistent with the project's technical requirements. CDOT's project and basic configuration includes necessary design, foundation construction, and installation of the furnished pedestrian bridge. Value estimated at \$500,000 for an approximate length bridge of 165'.
  - b. Colorado Springs will furnish light poles and street lights along Cimarron St as identified in the project requirements. It is estimated thirty poles and lights will be necessary with final number to be provided by contractor's accepted design.
  - c. City of Colorado Springs will provide an additional easement along Cimarron Street from the Martin Drake property to allow the extension of the Cimarron St back-slope.

**7. START DATE**

This Amendment shall take effect upon the date of the State Controller's Signature.

**8. ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

**9. AVAILABLE FUNDS**

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

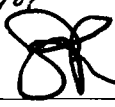
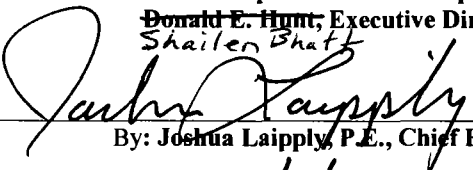
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**SIGNATURE PAGE**

Agreement Routing Number N/A

**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><b>THE LOCAL AGENCY</b> City of Colorado Springs</p> <p>By: <i>Steve Bach</i> Title: <i>Mayor</i></p> <p> _____ *Signature</p> <p>Date: <u>4/22/2015</u></p>	<p><b>STATE OF COLORADO</b> John W. Hickenlooper, GOVERNOR Colorado Department of Transportation <del>Donald E. Hunt, Executive Director</del> <i>Shailen Bhatt</i></p> <p> By: <i>Joshua Laipply, P.E., Chief Engineer</i></p> <p>Date: <u>4/8/2015</u></p>
<p>2nd The Local Agency Signature if Needed</p> <p>By: Title:</p> <p>_____ *Signature</p> <p>Date: _____</p>	

APPROVED AS TO FORM



SENIOR ATTORNEY  
CITY OF COLORADO SPRINGS