

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 4
SERIES 2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEADVILLE
APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL
AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR
MOUNTAIN VIEW DRIVE TRAFFIC SIGNAL CONSTRUCTION**

WHEREAS, the City of Leadville (“City”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, local governments, including statutory cities, are authorized by C.R.S. § 29-1-201 *et seq.* to enter into intergovernmental agreements with other governments to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units; and

WHEREAS, the City and the State of Colorado, through the Department of Transportation, previously entered into an Agreement (“Original Agreement”) for the construction of pedestrian facilities, ADA compliant curb ramps, cross walks, and traffic calming features such as raised medians, bulb outs and planters at State Highway 24 and Mountain View Drive in Leadville; and

WHEREAS, the Original Agreement included a total project cost of Four Hundred Thirty Thousand Dollars and No Cents (\$430,000.00); and

WHEREAS, the parties desire to amend the Original Agreement to account for increased project costs of One Hundred Sixty-Two Thousand Two Hundred Fifty-Five Dollars and No Cents (\$162,255.00) for a total project cost of Five Hundred Ninety-Two Thousand Two Hundred Fifty-Five Dollars and No Cents (\$592,255.00), as set forth in the State of Colorado Amendment No. 1 for Project No. C M790-001 (21804) attached hereto as **Exhibit 1** (“First Amendment”); and

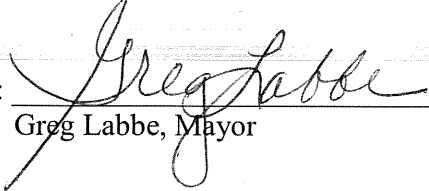
WHEREAS, the City desires to approve the First Amendment under the terms set forth in the attached amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Leadville, Colorado as follows:


Section 1. The Leadville City Council hereby: (1) approves the First Amendment in the form attached hereto as **Exhibit 1**; and (2) authorizes the Mayor to execute the same on behalf of the City.

Section 2. Effective Date. This Resolution shall take effect upon its adoption by the City Council.

CITY OF LEADVILLE, COLORADO

By: 
Greg Labbe, Mayor

ATTEST:


Rachelle Collins
City Clerk

ADOPTED by a vote of 7 in favor and 0 against, and 0 abstaining, this 16th day of April, 2019.

EXHIBIT 1
STATE OF COLORADO AMENDMENT NO. 1
PROJECT NO. C M790-001 (21804)

[See attached amendment - 3 pages]

STATE OF COLORADO AMENDMENT

Amendment #: 1


Project #: C M790-001 (21804)

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		Amendment Routing Number 18-HA3-ZH-00172-M0002
Local Agency CITY OF LEADVILLE		Original Agreement Routing Number 17HA3ZH00172
Agreement Maximum Amount Total for all state fiscal years	\$592,255.00	Agreement Performance Beginning Date The later of the effective date or July 03, 2017
		Initial Agreement expiration date July 02, 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.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Joshua Laipply, P.E., Chief Engineer Date: _____	
LOCAL AGENCY CITY OF LEADVILLE <div style="text-align: center;">  _____ Signature GREG LABBE, MAYOR _____ By: (Print Name and Title) Date: _____ </div>	LOCAL AGENCY (2 nd Signature if Necessary) <div style="text-align: center;"> _____ Signature _____ By: (Print Name and Title) Date: _____ </div>

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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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 Parties entered into an Agreement for the construction of pedestrian facilities, ADA compliant curb ramps, cross walks, and traffic calming features such as raised medians, bulb outs and planters at SH 24 and Mountain View Drive in Leadville, Colorado.

5) MODIFICATIONS

The Parties now agree to modify the original contract to add and encumber \$162,255.00 in additional State Funds to the existing budgeted funds of \$430,000.00, for a new total budget and encumbrance of \$592,255.00.

The Parties agree to replace Exhibit C in its entirety with a new Exhibit C-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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EXHIBIT C-1 – FUNDING PROVISIONS

Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$592,255.00, which is to be funded as follows:

1. BUDGETED FUNDS				
a. State Funds (100% of Participating Costs)				\$592,255.00
TOTAL BUDGETED FUNDS				\$592,255.00
2. ESTIMATED PAYMENT TO LOCAL AGENCY				
a. State Funds Budgeted				\$592,255.00
b. Less Estimated Federal Share of CDOT-Incurred Costs				\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$592,255.00
3. FOR CDOT ENCUMBRANCE PURPOSES				
a. Total Encumbrance Amount				\$592,255.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109				\$0.00
Net to be encumbered as follows:				\$592,255.00
WBS Element 21804.20.10		Const.	3301	\$592,255.00