

STATE OF COLORADO AMENDMENT

Amendment #: 1

Project #: MTF M455-165 (26939)

Signature and Cover Pages

State Agency
Department of Transportation

Amendment Routing Number
25-HA4-XC-00060-M0001

Local Agency
City of Fort Collins

Original Agreement Routing Number
25-HA4-XC-00060

Agreement Maximum Amount
\$423,559.00

Agreement Effective Date
June 27, 2025
Original Agreement Expiration Date
May 14, 2035

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.

LOCAL AGENCY
City of Fort Collins

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: _____
*Signature

Name: _____
(Print Name)

Title: _____
(Print Title)

Date: _____

Keith Stefanik, P.E., Chief Engineer

Date: _____

ADDITIONAL LOCAL AGENCY SIGNATURES
City of Fort Collins

STATE OF COLORADO
LEGAL REVIEW
Philip J. Weiser, Attorney General

Attest:

By: _____
*Signature

By: _____
Assistant Attorney General

Name: _____
(Print Name)

Date: _____

Title: _____
(Print Title)

Date: _____

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Pages 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 Pages 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 Pages for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties entered into the original Agreement for the design of the Foothill Transit Station. The Parties now desire to reduce the Local Agency match.

5) MODIFICATIONS

The Parties now desire to:

a) Reduce the Local Agency match from a 50% match of \$317,669.00 to a 25% match of \$105,890.00;

b) Decrease the total Agreement amount from \$635,338.00 by \$211,779.00 to a new total Agreement amount of \$423,559.00;

c) Replace **Exhibit C** with **Exhibit C-1**, which is attached hereto. Any reference in the original Agreement to **Exhibit C** shall now be a reference to **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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT C-1 - FUNDING PROVISIONS

City of Fort Collins - MTF M455-165 (26939)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be \$423,559.00, which is to be funded as follows:

1.	a.	State Funds (75% of MMOF Award)	\$317,669.00
	b.	Local Agency Funds (25% of MMOF Award)	\$105,890.00
TOTAL BUDGETED FUNDS			\$423,559.00
<hr/>			
2.	ESTIMATED PAYMENT TO LOCAL AGENCY		
	a.	State Funds Budgeted	\$317,669.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY			75% \$317,669.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY			25% \$105,890.00
TOTAL PROJECT ESTIMATED FUNDING			100% \$423,559.00
<hr/>			
4.	FOR CDOT ENCUMBRANCE PURPOSES		
	a.	Total Encumbrance Amount (Only State funds are encumbered)	\$317,669.00
	b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS			\$317,669.00

Note: No funds are currently available. Additional Design funds will become available after execution of an Option letter (Exhibit D) or formal Amendment.

Design 3020	Performance Period Start*/End Date	\$0.00
WBS Element 26939.10.30	N/A	

*The Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratio

The funding ratio for the State funds for this Work is 75% State funds to 25% Local Agency funds, and this ratio applies only to the \$423,559.00 that is eligible for State funds. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$423,559.00, and additional State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$423,559.00, then the amounts of Local Agency

and State funds will be decreased in accordance with the funding ratio described herein.
This applies to the entire scope of Work.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$317,669.00. For CDOT accounting purposes, the State funds of \$317,669.00 will be encumbered, but the Local Agency funds of \$105,890.00 will NOT be encumbered. The total budget of this project is \$423,559.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**