

SUBJECT: CO42 DESIGN AND RIGHT-OF-WAY PROJECT

- 1. RESOLUTION NO. 83, SERIES 2025 – A RESOLUTION APPROVING A SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH CDOT CONCERNING A GRANT IN CONNECTION WITH THE CITY'S STATE HIGHWAY 42 MULTIMODAL IMPROVEMENTS PROJECT**
- 2. RESOLUTION NO. 85, SERIES 2025 – A RESOLUTION APPROVING A SECOND ADDENDUM TO THE AGREEMENT WITH KIMLEY-HORN & ASSOCIATES FOR THE CO42 PROJECT**
- 3. RESOLUTION NO. 86, SERIES 2025 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LAFAYETTE FOR SHARING OF COSTS OF 30% DESIGN PLANS FOR IMPROVEMENTS TO STATE HIGHWAY CO-42 FROM PASCHAL DRIVE TO BASELINE ROAD**

DATE: OCTOBER 21, 2025

PREPARED BY: JORDAN JEFFERIES, ASSISTANT CITY ENGINEER

PRESENTED BY: KURT KOWAR, PUBLIC WORKS DIRECTOR

SUMMARY:

Staff is requesting that City Council execute an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) to allocate \$870,000 in additional state funding to the Colorado 42 (CO42) Design and Right-of-Way (ROW) project, execute an amendment to the existing design contract to include additional design work, and execute an IGA with Lafayette to establish the funding arrangement between the two cities.

BACKGROUND / PRIOR DISCUSSIONS:

Earlier this year, Engineering staff coordinated with the City of Lafayette Public Works Department to jointly request that the Colorado Department of Transportation (CDOT) commit the remaining \$2.8 million from CDOT's 10-Year Strategic Project Pipeline to advance two priority Colorado 42 (CO 42) corridor improvements. Louisville requested \$1.9 million to close a funding gap for construction of the South Street Underpass, a key multimodal connection beneath CO 42. Lafayette requested \$870,000 to extend the current CO 42 Design and Right-of-Way (ROW) project from Paschal Drive to Baseline

SUBJECT: CO42 DESIGN & RIGHT-OF-WAY PROJECT**DATE: OCTOBER 21, 2025****PAGE 2 OF 3**

Road and to provide 30% design for this segment, better positioning them for future grant opportunities. Staff were formally notified in June that the funding was awarded for these projects as requested.

An amendment to the existing CO42 Intergovernmental Agreement (IGA) with CDOT is required to receive the \$870,000 for the CO42 Design and ROW project. Louisville will continue as the lead agency managing the project and the design of the Lafayette segment will be amended into Louisville's existing design contract with Kimley-Horn. A proposed Addendum to Kimley Horn's contract for the additional work is included in this packet for Council approval. This coordinated effort ensures a consistent corridor design, leverages prior investments, and advances multimodal safety and connectivity goals for both communities. This design work for the Lafayette segment will be fully reimbursed by CDOT. There is no local match requirement for these funds. An IGA with Lafayette has been drafted to ensure that Lafayette is responsible for any work that exceeds the \$870,000 grant funding, which is included in this packet for Council approval.

The CO42 project is currently in the design phase and progressing toward 60% design and final ROW plans.

ANALYSIS:

City Council must approve the attached IGA with CDOT to receive additional funding, sign the addendum to add the design work to the contract, and sign the IGA with Lafayette to establish the funding arrangement. Note that CDOT requires signature of IGAs via Docusign and a signature request will typically be sent to signatories via email.

FISCAL IMPACT:**Budgeted?: Yes**

The project was originally budgeted in 2023/2024, but funds have been carried over to current budget. A budget amendment of \$894,886.28 will be required to add the CO42 Lafayette extension work; however, grants and Lafayette funding will provide 100% reimbursement for this work. A detailed breakdown is provided below:

City Project Funding

Description	Account	Budget Amount
CO42 Corridor Enhancements (2023)	301312-660222	\$5,274,780.00
CO42 Corridor Enhancements (2024)	301312-660222	\$3,000,000.00
CDOT 10-Yr Strategic Project Funds (This Request)	301312-660222	\$870,000.00
Additional Funding from Lafayette	301312-660222	\$24,886.28
TOTAL:		\$8,894,886.28*

*The City has been awarded a total of \$8,070,000 in TIP grants and state funds. The net project costs to City will be limited to the grant funding match of \$800,000 that has been previously approved.

SUBJECT: CO42 DESIGN & RIGHT-OF-WAY PROJECT**DATE: OCTOBER 21, 2025****PAGE 3 OF 3****Project Expenses**

Description	Account	Budget Amount
Kimley Horn Design Contract and Contingency (Previous Award)	301312-660222	(\$4,509,927.90)
Kimley Horn Design Addendum #1 (Previous Award)	301312-660222	(\$15,855.00)
<i>Kimley Horn Design Addendum #2 – Lafayette Extension (This request)</i>	<i>301312-660222</i>	<i>(\$894,886.28)*</i>
ROW Acquisition & Utility Undergrounding (Estimated)	301312-660222	(\$3,474,217.10)
TOTAL PROJECT COST (Estimated):		(\$8,894,886.28)*

*Budget Amendment required for \$894,886.28.

ALTERNATIVE(S):

The alternative is to not pursue the additional funding. If the funding is not pursued, a preliminary design for CO42 from Paschal to Baseline would not be developed likely pushing any potential improvements along that segment further into the future. Additionally, staff has been coordinating with Lafayette on this and the two cities jointly approached CDOT for these funds to ensure that both cities received a portion of the funds. Not pursuing the additional funds may impact future coordination efforts with Lafayette and could compromise the \$1.9 million award for the South Street Underpass.

RECOMMENDATION:

Staff recommends that City Council adopt: (1) a resolution approving a Second Amendment to the IGA with CDOT to allocate the additional funding; (2) a resolution approving a second addendum to the Kimley-Horn contract to include the additional design work; and (3) a resolution approving an IGA with Lafayette to establish funding requirements between the two cities.

ATTACHMENT(S):

1. Resolution No. 83, Series 2025
2. Second Amendment to CDOT IGA
3. Resolution No. 85, Series 2025
4. Second Addendum to Kimley-Horn contract
5. Resolution No. 86, Series 2025
6. Lafayette IGA

**RESOLUTION NO. 83
SERIES 2025**

**A RESOLUTION APPROVING A SECOND AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT WITH CDOT CONCERNING A GRANT IN
CONNECTION WITH THE CITY'S STATE HIGHWAY 42 MULTIMODAL
IMPROVEMENTS PROJECT**

WHEREAS, the City of Louisville ("City") and the Colorado Department of Transportation ("CDOT") are parties to an Intergovernmental Agreement, dated December 16, 2022, and a First Amendment thereto dated March 7, 2023 (the "IGA"), which sets forth the terms and conditions of a grant awarded to the City for the design and construction of the City's State Highway 42 Multimodal Improvements Project (the "Project"); and

WHEREAS, a Second Amendment to the IGA has been proposed to provide an additional \$870,000 in State funding for the Project; and

WHEREAS, the City Council desires to accept the additional grant funds and approve the Amendment by this Resolution.

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

Section 1. The City Council hereby accepts the grant of additional funds in the amount of \$870,000 from the State of Colorado, Department of Transportation, to be used in the design and construction of the City's State Highway 42 Multimodal Improvements Project, Project No. MTF 042A-009 (25380) (the "Project").

Section 2. The City Council hereby approves that certain Second Amendment to Intergovernmental Agreement (the "Amendment") by and between the State of Colorado, acting by and through the Colorado Department of Transportation, and the City of Louisville, in substantially the same form as the copy of such Amendment accompanying this Resolution.

Section 3. The Mayor and City Clerk are hereby authorized to execute the Amendment on behalf of the City Council of the City of Louisville, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Amendment as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Amendment are not altered.

Section 4. The Mayor, City Manager, and City Staff are hereby authorized and directed to do all things necessary on behalf of the City to perform the obligations of the City under the IGA, as amended, including without limitation that the Mayor, City Manager, and City staff are authorized to execute and deliver any certifications, reports, forms, option

letters, contract amendments and other documents appropriate or required in connection with the Agreement and completion of the Project.

PASSED AND ADOPTED this _____ day of _____, 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

STATE OF COLORADO AMENDMENT

Amendment #: 2

Project #: MTF 042A-009 (25380)

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		Amendment Routing Number 23-HA4-XC-00156-M0002
Local Agency CITY OF LOUISVILLE		Original Agreement Routing Number 23-HA4-XC-00156
Agreement Maximum Amount	\$8,870,000.00	Agreement Performance Beginning Date December 16, 2022
		Initial Agreement Expiration Date November 15, 2032

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 _____ Keith Stefanik, P.E., Chief Engineer Date: _____	
LOCAL AGENCY CITY OF LOUISVILLE _____ Signature _____ By: (Print Name and Title) Date: _____	LOCAL AGENCY (2 nd Signature if Necessary) _____ Signature _____ By: (Print Name and Title) Date: _____

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 Amendment 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 the Original Agreement for the CO42 Multimodal Improvements Project. The Parties now desire to update the Funding Provisions.

5) MODIFICATIONS

The Parties now desire to:

a) Increase Total Budgeted Funds of \$8,000,000.00 by \$870,000.00 to a new Total Budgeted Funds of \$8,870,000.00.

b) Replace **Exhibit C-3** with **Exhibit C-4**, which is attached hereto. Any reference in the Agreement to **Exhibit C** shall now be a reference to **Exhibit C-4**.

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-4 - FUNDING PROVISIONS**City of Louisville - MTF 042A-009 (25380) MMO****A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$8,870,000.00, which is to be funded as follows:

1. FUNDING**Federal STBG**

- | | | |
|----|--|----------------|
| a. | Federal Funds | |
| | (82.79% of STBG Award of \$1,207,875.00) | \$1,000,000.00 |
| b. | Local Agency Funds | |
| | (17.21% of STBG Award is \$207,875.00 of State SB 267 Funds) | |

MMO

- | | | |
|----|--|----------------|
| c. | HB1466 General Funds (State) | |
| | (50% of MMO Award of \$6,400,000.00 is HB1466 General Funds) | \$3,200,000.00 |
| d. | Local Agency Funds | |
| | (50% of MMO Award of \$6,400,000.00 is \$2,400,000.00 of State SB 267 Award + \$800,000.00 of Additional Local Agency Funds) | \$800,000.00 |

State SB 267

- | | | |
|----|------------------------|----------------|
| e. | State Funds | |
| | (100% of SB 267 Award) | \$3,000,000.00 |

State 10 Year

- | | | |
|----|------------------------------|--------------|
| f. | State Funds | |
| | (100% of 10-year Plan Award) | \$870,000.00 |

TOTAL FUNDS ALL SOURCES	\$8,870,000.00
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2. OMB UNIFORM GUIDANCE

- | | | |
|----|---|----------------------------|
| a. | Federal Award Identification Number (FAIN): | 693JJ22430000Y240CO042A009 |
| b. | Name of Federal Awarding Agency: | FHWA |
| c. | Local Agency Unique Entity Identifier | QWGUQ6YPC8Z8 |
| d. | Assistance Listing # | |
| | Highway Planning and Construction | ALN 20.205 |
| e. | Is the Award for R&D? | No |
| f. | Indirect Cost Rate (if applicable) | N/A |
| g. | Amount of Federal Funds Obligated by this Action: | \$0.00 |
| h. | Amount of Federal Funds | |
| | Obligated to Date (including this Action): | \$1,000,000.00 |

3. ESTIMATED PAYMENT TO LOCAL AGENCY

- | | | |
|----|---|----------------|
| a. | Federal Funds Budgeted | \$1,000,000.00 |
| b. | State Funds Budgeted | \$7,070,000.00 |
| c. | Less Estimated Federal Share of CDOT-Incurred Costs | \$0.00 |

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	90.98%	\$8,070,000.00
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TOTAL ESTIMATED FUNDING BY LOCAL AGENCY 9.02% \$800,000.00

TOTAL PROJECT ESTIMATED FUNDING 100.00% \$8,870,000.00

4. FOR CDOT ENCUMBRANCE PURPOSES

STBG Federal Award

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	\$1,000,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

State Funds HB1466 + SB267 + 10 Year Plan

a.	Total Encumbrance Amount (Only State funds are encumbered)	\$7,070,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS \$8,070,000.00

Note: Only \$4,429,800.00 in funds are currently available. Additional funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

STBG Federal Award

Design 3020		
WBS Element 25380.10.30	Performance Period Start*/End Date	\$1,000,000.00
	03/08/2023 – 12/31/2026	
ROW 3114		
WBS Element 25380.10.10	Performance Period Start*/End Date	\$0.00
	TBD-TBD	

HB1466 State Award

Design 3020		
WBS Element 25380.10.30	Performance Period Start*/End Date	\$3,200,000.00
	12/16/2022 – 12/31/2026	
ROW 3114		
WBS Element 25380.10.10	Performance Period Start*/End Date	\$0.00
	N/A – N/A	

SB 267 State Award

Design 3020		
WBS Element 25380.10.30	Performance Period Start**/End Date	\$229,800.00
	N/A – N/A	
ROW 3114		
WBS Element 25380.10.10	Performance Period Start**/End Date	\$0.00
	N/A – N/A	

10 Year Plan State Award

Design 3020		
WBS Element 25380.10.30	Performance Period Start**/End Date	\$0.00
	N/A – N/A	
ROW 3114		
WBS Element 25380.10.10	Performance Period Start**/End Date	\$0.00
	N/A – N/A	

*The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

**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 Ratios

The funding ratio for the federal & State funds for this Work is 90.98% federal & State funds to 9.02% Local Agency funds, and this ratio applies only to the \$8,870,000.00 that is eligible for federal & State funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$8,870,000.00, and additional federal & 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 \$8,870,000.00, then the amounts of Local Agency and federal & State funds will be decreased in accordance with the funding ratio described in **A1. 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 \$8,070,000.00. For CDOT accounting purposes, the federal funds of \$1,000,000.00 and State funds of \$7,070,000.00 will be encumbered, but the Local Agency funds of \$800,000.00 will NOT be encumbered for a total encumbrance of \$8,070,000.00. The total budget of this project is \$8,870,000.00, 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 that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

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**RESOLUTION NO. 85
SERIES 2025**

**A RESOLUTION APPROVING A SECOND ADDENDUM TO THE AGREEMENT WITH
KIMLEY-HORN & ASSOCIATES FOR THE CO42 PROJECT**

WHEREAS, the City and Kimley-Horn & Associates are parties to an Agreement for Consulting Services dated September 5, 2023, and an Addendum thereto dated December 3, 2024 (collectively, the “Original Agreement”) for design plans, right-of-way acquisition, and utility coordination for the State Highway 42 project; and

WHEREAS, a Second Addendum to the Original Agreement has been proposed to include thirty percent (30%) design plans for the portion of State Highway 42 from Paschal Drive to Baseline Road in Lafayette; and

WHEREAS, by this resolution the City Council desires to approve the Second Addendum.

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

Section 1. The City Council hereby approves the Second Addendum to the Original Agreement by and between the City of Louisville and Kimley-Horn & Associates, Inc. for the State Highway 42 project (the “Addendum”) in substantially the same form as the copy of such Addendum accompanying this Resolution.

Section 2. The Mayor, City Manager, City Clerk, and/or Public Works Director are hereby authorized to execute the Addendum on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Addendum as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Addendum are not altered.

PASSED AND ADOPTED this 21st day of October 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

EXHIBIT C

Addendum No. 2 to Service Agreement

This Addendum to that certain Services Agreement dated January 13, 2025 is made effective as of _____, 2025, by and between the undersigned parties.

1. Services to be provided: Additional services include additional conceptual (30%) design, engineering, construction plan preparation, and utility coordination services for the CO42 Design and Right-of-Way Project for the extended project limits of Paschal Drive to Baseline Road. See attached proposal for additional description.
2. Fees: \$894,886.28
3. Schedule: No changes to original agreement; December 31, 2026.

Original Agreement (9/5/2023)	\$4,309,927.90
Net Change from Previous Addendum	\$15,855.00
Contract Value Prior to Addendum #2	\$4,325,782.90
Addendum #2 Value	\$894,886.28
Current Contract Value	\$5,220,669.18

CITY OF LOUISVILLE
749 Main Street
Louisville, CO 80027

By: _____
Kurt Kowar, Public Works Director

Company: Kimley-Horn and Associates, Inc.

Address: 11800 Ridge Parkway, Suite 200
Broomfield, CO 80021

By: _____

Attest: _____

January 13, 2025

Mr. Geoff Nettleton, PE
City of Louisville
749 Main Street
Louisville, CO 80027

**RE: *CO42 Design and Right-of-Way Project Scope of Work
Amendment 2 – Lafayette Extension***

Dear Mr. Nettleton,

Kimley-Horn and Associates, Inc. (the “Consultant” or “Kimley-Horn”) is pleased to submit this Amendment to modify the agreement dated September 5, 2023 (the “Agreement”) with the **City of Louisville** (the “Client” or “City”) for the CO42 Design and ROW project in Louisville, Colorado (the “Project”). Kimley-Horn has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth below. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

Kimley-Horn will proceed with the following tasks upon receiving written authorization to proceed.

Project Understanding

Kimley-Horn understands that the City of Louisville and the City of Lafayette desires to extend the limits of the scope for the conceptual (30%) design, engineering, construction plan preparation, and utility coordination services for the CO42 Design and Right-of-Way Project from Paschal Drive to Baseline Road (the “Project Limits”). The intent of the project is to prepare preliminary design and construction documents within the Project Limits in accordance with the recommendations provided in the “Future 42 Connecting People and Places Study” (the “Study”). Proposed improvements are anticipated to be those identified in the Study and included roll plot consisting of civil, roadway, drainage, traffic signal, structural, and other improvements.

Scope of Services

Revised Task 1 General Services and Project Management

Revised Task 1.A Project Management Plan

Project Management Plan Kimley-Horn will revise and maintain the Project Management Plan (PMP) based on the additional scope of work included in this Amendment.

Project Management and Oversight Kimley-Horn and the Project Team will provide additional project management and oversight for the project based on the additional project scope and administration

necessary for the project. It is assumed that the scope of work included in this Amendment will be completed within a six (6) month schedule and will be completed within the duration of the 60% design efforts for the City of Louisville limits included in the Agreement.

Revised Task 1.B Project Coordination/Meetings

Kimley-Horn will coordinate, prepare for and attend additional meetings with the PMT, Stakeholders, and the public as outlined in the following tasks.

Revised Task 1.B.2 Progress Meetings

Project Team Meetings Kimley-Horn will prepare for, coordinate, and attend additional bi-weekly virtual meetings with the Project Team (up to twelve (12) two-hour meetings). The purpose of these meetings will be to review the tasks completed, the tasks planned, and to prepare for upcoming PMT, Stakeholder, and other meetings.

Project Management Team (PMT) Meetings Kimley-Horn will prepare for, coordinate, and attend additional monthly virtual meetings with the PMT (up to six (6) two-hour meetings).

City/Consultant Project Manager Coordination Meetings Kimley-Horn will prepare for, coordinate, and attend additional bi-weekly virtual City/Consultant Project Manager Coordination Meetings (up to twelve (12) one-hour meetings). The purpose of these meetings will be to review project status and coordinate on action items.

Revised Task 1.B.3 Stakeholder Meetings

Kimley-Horn will prepare for, coordinate, and attend additional meetings with the Stakeholders (up to two (2) one-hour virtual meetings) to obtain input on project elements. The stakeholders are to be determined. However, it is anticipated that the Project Team will coordinate with the developers of the Indian Peaks project. Kimley-Horn will prepare meeting agendas including an action item tracking list and meeting minutes for each Stakeholder Meeting.

Revised Task 1.B.4 Agency and Stakeholder Coordination

Kimley-Horn will prepare for, coordinate, and attend additional independent coordination with affected agencies and Stakeholders (up to two (2) one-hour virtual meetings).

Revised Task 1.B.5 Design Review, and Issue and/or Comment Resolution Meetings

Kimley-Horn will prepare for, coordinate, and attend design review, and issue and/or virtual comment resolution meetings (up to two (2) two-hour meetings) with City, agencies, or other Stakeholder reviewers and/or decision-makers as needed to present designs and/or issues, and to seek resolution of comments and issues.

Revised Task 1.B.8 CDOT File Keeping and Requests for Reimbursement

Kimley-Horn will track time and invoices and prepare documentation in accordance with CDOT and Federal Aid requirements. Kimley-Horn will assist in preparation of up to two (2) requests for reimbursements (RFRs) for the City of Louisville.

Revised Task 1.B.9 Right-of-Way (ROW) and Easement Acquisition Support Services

Kimley-Horn, through use of a qualified subconsultant, Western States Land Services (WSLS) will perform preliminary value research, property owner meetings and coordination, and support efforts with property owners as needed. Due to the unknown nature of these services, we have assumed up to fifty (50) hours for these services for estimating purposes. In the event that services are extended beyond the estimated fee, an amendment to this Agreement will be processed.

New Task 1.B.11 Right-of-Entry Letters

Kimley-Horn will prepare up to two (2) right-of-entry forms on a City of Lafayette letterhead and distribute to property owners. Kimley-Horn will coordinate with the Project Team on the requirements of right-of-entry. The City will be responsible for leading additional coordination with individual property owners as required.

Assumptions:

- Up to six (6) additional two-hour PMT Meetings
- Up to twelve (12) virtual one-hour bi-weekly City/Consultant PM Coordination Meetings
- Up to two (2) virtual one-hour Stakeholder Meetings
- Up to two (2) virtual one-hour Agency/Stakeholder Meetings
- Up to two (2) virtual two-hour Design Review and Issue and/or Comment Resolution Meetings
- Up to two (2) right-of-entry forms

Deliverables:

- Meeting Minutes
- Monthly Progress Reports in CDOT format

Revised Task 2 Data Collection**Revised Task 2.A Topographic Survey**

Kimley-Horn, through use of a qualified subconsultant, 105 West, will complete a topographic survey within the Project Limits in the ROW (yellow) and on private property (magenta) as shown in Figure 1 below.

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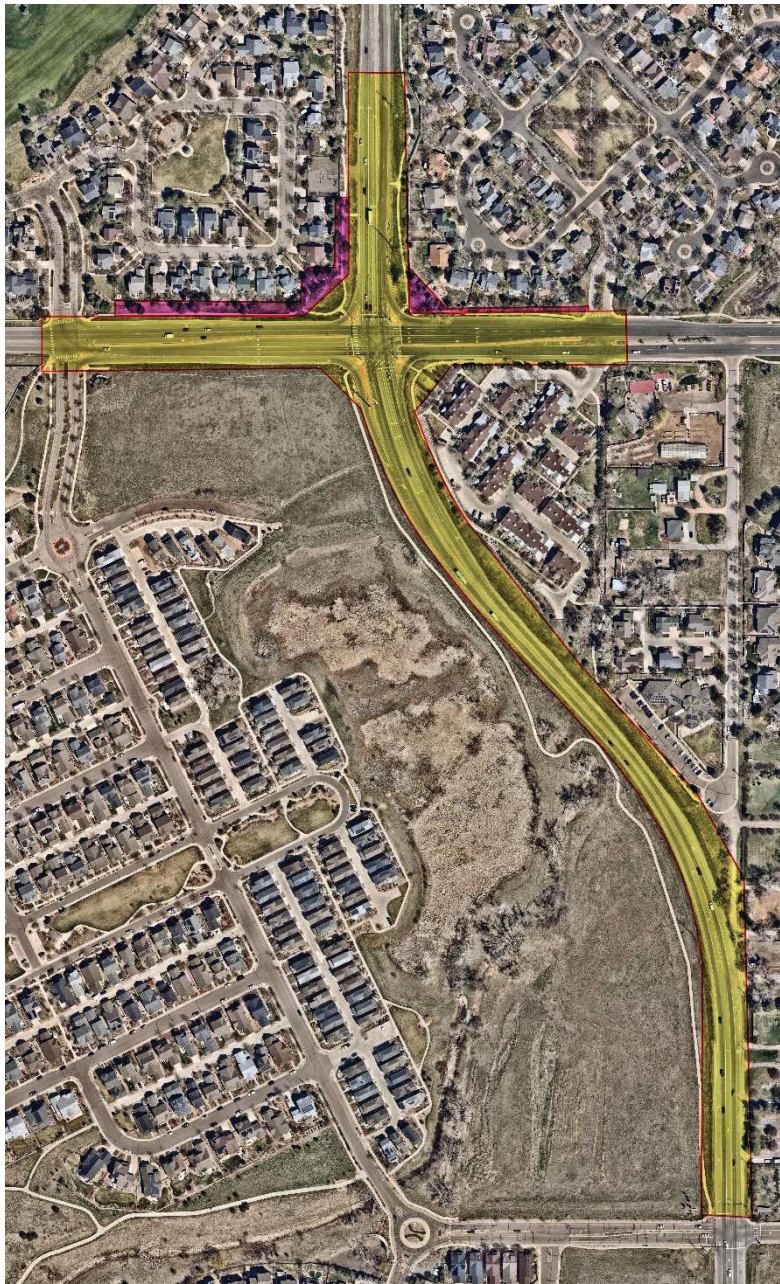


Figure 1 – Survey Limits

105 West will apply for the right-of-way permits from the City of Lafayette to perform survey work within the public rights-of-way. See New Task 1.B.11 for right-of-entry to private properties.

Project Control In order to maintain consistency with previously completed survey for the CO42 Design and ROW Project, 105 West will perpetuate project control from the CO42 Louisville Survey project. 105 West anticipates setting semi-permanent control points to be used for surveying purposes. The preparation of a project control diagram, signed and stamped by a Colorado Professional Land Surveyor, is included in this task.

Topographic Design Survey 105 West will obtain, by field methods, existing, visible planimetric features and topography at a one foot (1') contour interval. The topographic survey will include existing edges of pavement, curb and gutter, flowlines, curb ramps, sidewalks, street lighting, pavement markings, traffic control signs, and above ground utility features within the topographic limits shown in Yellow and Pink in Figure 1. Additionally, 105 West will survey the invert elevation and approximate pipe size at existing found manholes and inlets. Field personnel of 105 West, Inc. are strictly forbidden to enter any manhole or subsurface access to obtain invert elevations, pipe diameters, or directions of flow. Invert measurements must be obtained from outside of the manhole or inlet. All electronic deliverables will be provided in AutoCAD format.

Geotechnical Borehole Survey 105 West will complete the survey for up to sixteen (16) bore hole locations identified during the project. See Task 2.G for additional details on the geotechnical investigation.

Revised Task 2.C Utility Locates and Subsurface Utility Engineering (SUE)

Kimley-Horn, through use of a qualified subconsultant, T2ue Utility Engineers (T2ue), will complete utility locates and Quality Level D (QLD) Subsurface Utility Engineering (SUE) investigation for private utilities within the Project Limits. It is understood that the Quality Level D (QLD) investigation for public utilities within the Project Limits will be completed by the City of Lafayette.

As part of the SUE QLD investigation for this project, T2 UES, Inc. will work on the following tasks:

Utility Records Research

- Submit Subsurface Utility Engineering tickets to Colorado 811 to aid in the identification of Utility Owners that may have facilities on, or be affected by, the project.
- Request, collect, and review applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility Owner officials and authorities.
- Compile a list of all utility companies contacted for information. Note information received with contact information for each response and note non-response if applicable.

QA/QC and Professional Services

- Review the QLD investigation documents and records collected as a part of records research.
- Use professional judgment to assign horizontal positions to subsurface utilities based on existing utility records maps.

QLD Utility Investigation Assumptions, Exclusions, and Stipulations

- The City of Lafayette will complete the QLD investigation and deliverable for all publicly owned utilities including but not limited to water, wastewater, stormwater, and irrigation.

- T2 UES, Inc. cannot guarantee we will find all unknown, abandoned, retired, or inactive utilities.
- Utility vault dimensions and/or diagrams are excluded but can be performed at an additional out-of-scope cost to the Client.
- Diagrams of the conduits within vaults are excluded but can be performed at an additional out-of-scope cost to the Client.
- Overhead utility lines will be shown as a singular line running pole to pole. We will attempt to identify both ownership & connections on the poles and incorporate this information into the plans.
- Pole diagrams, images, and/or spreadsheets (or some combination thereof) as best suits this project and existing site conditions are excluded but can be performed at an additional out-of-scope cost to the Client.
- Butterfly diagrams or 3D modeling (with pipe networks) are excluded.
- A Colorado Professional Engineer review, stamp, and signature will not be included in this phase. A Colorado Professional Engineer review, stamp, and signature will be provided after the final review of the QLA phase.

SUE Investigation Deliverables produced from this Subsurface Utility Engineering (SUE) investigation will be:

- A drawing showing the location of the utilities within the investigation area at ASCE 38-22 Quality Level D. Utility line work will be depicted according to the standard APWA utility colors. This drawing will be a digital 11" x 17" PDF plan set.
- An electronic file containing utility line work in AutoCAD format.
- A utility contact list to include the utility provider, contact name, email address, and phone numbers shown in the utility general notes and specifications.

Revised Task 2.D Traffic

Fehr & Peers will lead collection of new peak hour (2-hour AM and 2-hour PM) intersection turning movement counts data at the CO 42 & Baseline Road intersection corridor to be incorporated into the traffic analysis report (see Task 4C).

Fehr & Peers will also collect and review the most recent three years of crash data at this intersection to identify any changes or differences from the safety analysis performed in Phase 1. Outcomes of this analysis will be summarized in the traffic and safety report as part of Task 4C.

Revised Task 2.E Floodplain and Floodway Assessment

Kimley-Horn will obtain and review the Bullhead Gulch FEMA FIS documents and obtain the effective FEMA model from MHFD. In addition to coordinating with MHFD and the City of Lafayette on the ongoing Flood Hazard Delineation Study (FHAD) that MHFD is currently working on for Bullhead Gulch. As part of this task Kimley-Horn will evaluate the hydraulic modeling of the Bullhead Gulch floodplain which over tops County Road 42. Evaluation will include reviewing the hydraulic HEC-RAS model calculations. Kimley-Horn will document the findings of future drainage projects on the final design and ROW acquisitions as well as any potential impacts to adjacent properties and identify potential mitigation measures.

Revised Task 2.F Drainage

Kimley-Horn will perform a review of the existing documents which will be obtained from the City of Lafayette and MHFD. Kimley-Horn will complete an existing conditions analysis for the drainage patterns to assist with preparing a preliminary drainage analysis. This analysis will provide recommendations for water quality features, detention ponds, storm system outfalls, and storm system design sizing and alignments. The drainage analysis will include up to two (2) conceptual level drainage alternatives. This task will include rough grading of the detention ponds (up to two (2)), conceptual sizing of streetside stormwater planter (SSP) water quality features (up to three (3)), producing storm sewer plans (plan view only) construction documents, drainage basin calculations for the 10-year and 100-years storm events utilizing the rational method, storm sewer conceptual design and calculations utilizing StormCAD, detention pond design and calculations, water quality feature design and calculations, and existing and proposed drainage plans. This task will include adding on to the preliminary drainage report that is being developed for the City of Louisville corridor segment which will include recommendations that will lay the framework for the final design and analysis along with supporting documentation for the City of Lafayette segment.

Revised Task 2.G Geotechnical

Kimley-Horn, through use of a qualified subconsultant, Martinez, will complete a geotechnical investigation within the Project Limits. The investigation is anticipated to consist of borings, pavement design, and groundwater monitoring.

Boring and Pavement Design Martinez will drill up to eight (8) pavement borings along the roadway alignment. Up to three (3) borings will be drilled at the locations of the CO42 Baseline Road pedestrian underpasses, up to one (1) at each abutment. Up to five (5) additional borings will be drilled at the locations of proposed retaining walls along the corridor.

Groundwater Monitoring Kimley-Horn, through use of a qualified subconsultant, Pinyon, will complete groundwater monitoring at the location of the CO42 & Baseline Road pedestrian underpasses. Pinyon will run moisture content and dry densities tests on the samples at 10, 15 and 20 feet at up to three (3) borings at the CO42 & Baseline Road underpass abutments. If the samples indicate consistent saturation or near saturation at depths that correlate to the bottom of the underpass, then a monitoring well will be installed and permitted under the Division of Water Resources at each of the abutments of the underpasses. The wells will be equipped with a pressure transducer to record variations in water depth over time. In addition, one additional transducer will be installed in one of the wells to monitor the fluctuation in air pressure. All the transducers will be programmed to take up to two (2) readings each day at the same time. Once a quarter for up to one (1) year, the transducers will be read and a brief summary report prepared for the project. After the fourth quarterly groundwater measurement is collected, Pinyon will abandon the well and submit a Well Abandonment Report. Wells will not be owned by, nor will they be abandoned by Martinez, Pinyon, or the Project Team.

New Task 2.H Multimodal Evaluation

Kimley-Horn will complete a multimodal evaluation of CO42 from Paschal Dr to Baseline Rd. The purpose of the evaluation will be to confirm recommended multimodal improvements at the CO42 & Baseline Road intersection, pedestrian underpasses, on and off-street bicycle facilities, and sidewalk with the goal of enhancing connectivity and safety. This task will evaluate the concepts developed during the Future 42 study. Kimley-Horn will complete an evaluation matrix of up to two (2) conceptual multimodal alternatives. Alternative screening will be based on the project goals, data, and input from the City of Lafayette.

Alternative analysis will be documented in a trade-off matrix. Kimley-Horn will address up to one (1) round of reasonable consolidated comments from the City of Lafayette on the matrix. The recommended alternative identified will be used throughout the conceptual design phase for the project.

Deliverables:

- Topographic survey
- Quality Level D Private Utility Subsurface Utility Engineering (SUE) plans
- Traffic analysis
- Multimodal Evaluation Matrix
- Revised geotechnical report
- Preliminary drainage report
- Peak hour intersection turning movement counts at CO 42 & Baseline Road.
- Crash data at CO 42 & Baseline Road for the most recent three years available.

Revised Task 3 Environmental Clearance

Kimley-Horn, through use of a qualified subconsultant, Pinyon Environmental, will advance the environmental clearances in accordance with the National Environmental Policy Act (NEPA) clearances and associated permits and mitigation requirements as necessary for the project. The purpose of this task is to complete environmental clearance and assist the City of Lafayette to advance design for proposed roadway and intersection improvements on CO42 between Paschal Dr and Baseline Rd. Currently there is a study underway for CO42 in the City of Louisville (Louisville), immediately to the south of this section of CO42. The cities of Louisville and Lafayette intend to address the entire length of the corridor in one study. As the Louisville segment has already advanced, this will require additional effort to update materials, such as mapping and existing environment text, with information related to the Lafayette segment. The effort included in this task includes the caveat that should draft reports have been circulated for agency review before the Lafayette-specific information is added to them, additional fee would be required to integrate the Lafayette related materials and recirculate them for another review.

The Project will advance concepts presented in the previous “Future 42: Connecting People and Placed Study” (Future 42 Study) prepared by Kimley Horn, which identified conceptual design for the recommended alternative of two general purpose travel lanes from Arapahoe Road to Hecla Street; one-way northbound and southbound protected bike lanes; pedestrian sidewalks separated by a vegetated buffer throughout the corridor; and intersection improvements at most major intersections in the corridor (i.e., Baseline Road). In support of the Future 42 Study, Pinyon completed an Environmental Existing Conditions Report (September 2022), which identified environmental context, potential constraints, and the location, sensitivity, and potential magnitude of impacts based on the conceptual design. Pinyon assumes preliminary findings from the Future 42 Study, including environmental context, design concepts, and impacts will be carried through to final design.

This Project is receiving funding from the Colorado Department of Transportation (CDOT); therefore, a National Environmental Policy Act (NEPA) study is required. While only the Federal Highway Administration (FHWA), in coordination with CDOT, can determine the appropriate level of NEPA study, Pinyon understands the Project environmental clearance is anticipated to be streamlined to the maximum extent

possible in order to qualify the project as a Documented Categorical Exclusion (Doc CatEx). For this project, Pinyon will support the project by completing technical studies as outlined below.

Pinyon, in coordination with Kimley Horn, is under contract to support 60% design and identify ROW needs for the advancement of the Louisville CO42 segment (Pine Street to Paschal Drive) under the Agreement. The Lafayette section will be brought to a 30% design level and will identify ROW needs. Neither project has construction funding; however, it is assumed that the entire corridor will be built as one construction package. For the purpose of scoping, this proposal assumes the Louisville and Lafayette sections will be cleared as one design (i.e., one NEPA study). Should the projects be uncoupled, scope and fee will need to be revisited.

Revised Task 3.A General Project Management

General project management, contract administration, invoicing, etc. Includes attendance by one Pinyon team member, assumed to be the Pinyon Team Manager, at the following in addition to the meetings held for the Louisville section only: up to five (5) Project progress meetings including a kick-off meeting, (FIR meeting is assumed to be a joint meeting with the Louisville segment) (virtual), up to five (5) progress management team (PMT) meetings (virtual, up to two (2) design review meetings (virtual), up to one (1) small group meeting (virtual), and up to one (1) general public meeting (in person). In support of the project meetings, Pinyon will create displays related to the environmental tasks for the general public meeting (i.e., mapping, process, potential impacts, etc.) The kick-off meeting will be attended in person, others will be attended virtually. Project duration is assumed to be 15 months or less from spring or summer 2025.

Deliverables:

- Public Meeting Materials

Revised Task 3.B Project Progress and Client Meetings

Pinyon assumes monthly progress meetings with the design team during the completion of final design (1 hour/month for 15 months). Meetings will be attended virtually. Pinyon will document environmental resource progress and/or critical path items, data needs, and document clearance status in an Environmental Resources Tracking Matrix for distribution to the team monthly, or as needed during design milestones.

Deliverables:

- Environmental Resource Tracking Matrix

Revised Task 3.C Resource/Agency Meetings

Pinyon will hold an initial scoping meeting with Lafayette, Louisville, CDOT, and FHWA to confirm the environmental scope and schedule. A primary goal is to gain confirmation on the required documentation and scaling the level of effort to the context of the Lafayette segment and then integrating that information with that compiled for the Louisville section, to date. Additionally, the kickoff meeting agenda will include discussion of the appropriate resource-specific study areas, data needs, critical path, and/or high-risk resources (i.e., impacts that may trigger NEPA class of action above a Doc CatEx), and milestones for deliverables and clearances. Pinyon assumes all stakeholders will agree with the FHWA Doc CatEx NEPA class of action. Should design elements require evaluation beyond a Doc CatEx, additional coordination and scoping will be warranted.

Task also includes up to three (3) additional agency meetings including coordination with FHWA and CDOT resource specialists (i.e., CDOT Historian, Noise Specialist). It is assumed that up to one (1) meeting will be held on historic resources and up to one (1) will be held on noise; up to one (1) additional resource-specific meeting will be held based on the project's contexts, anticipated impacts, and/or mitigation opportunities. Meetings will be attended virtually.

Deliverables:

- Coordination, participation, and meeting minutes for up to five (5) resource-specific meetings with CDOT, the City, and the Project Team.

Revised Task 3.D Air Quality

Based on project review, a conformity analysis will be required as the project location is in the Denver Metro/North Front Range ozone nonattainment area. Pinyon will document the conformity findings in an Air Quality Technical Memorandum that complies with CDOT's Air Quality Project-Level Analysis Guidance. The memo will address both the Louisville and Lafayette sections. Up to two (2) rounds of review, a draft and final are included in this scope and fee.

Deliverables:

- Air Quality Technical memorandum

New Task 3.E Greenhouse Gas

This scope does not include a quantitative analysis for greenhouse gas (GHG) emissions as the project is not expected to be considered a "regionally significant transportation capacity project"; however, Pinyon will collaborate with the CDOT environmental staff to confirm GHG evaluation needs. Pinyon assumes a up to one (1) meeting with the CDOT resource specialist to coordinate and that the project will be found not regionally significant; this will be documented in a GHG Memo that will address both the Louisville and Lafayette sections.

Deliverables:

- GHG Technical memorandum

Revised Task 3.F Noise

Based on review of the project, it is likely that the criteria will be met that would classify the proposed action as a Type I project. Therefore, a detailed noise analysis, to include the collection of noise measurements and noise modeling, will be required. Pinyon will meet CDOT Region 4 and EPB up to two (2) times: 1st for project overview and concurrence on noise measurement locations; and 2nd noise modeling results specific to the Lafayette section; up to one (1) of these resource meetings is covered in the Resource/Agency meeting task. Noise modeling for the Louisville section will be completed under a different task order and results of modeling for both the Louisville and Lafayette sections will be documented in up to one (1) noise report.

Pinyon will perform the noise analysis in accordance with applicable highway traffic noise regulations, requirements, and guidelines. Findings will be documented and presented in a technical report that meets

Noise Analysis and Abatement Guidelines (NAAG). The Type I noise analysis will also provide data to inform noise levels within future development locations. This scope includes up to two (2) rounds of review of the report, a draft and a final, which will include results of modeling for both the Louisville and Lafayette sections, by CDOT after which Pinyon will revise the report and submit the final noise technical report.

Based on review of the project, there is the possibility for impacted noise receptors. This scope includes the analysis of up to five (5) barriers, including a feasibility assessment, and final noise design. The analysis does not include a benefitted receptor survey.

Deliverables:

- Type I Noise Report
- Analysis of up to five (5) barriers

Revised Task 3.G Hazardous Materials

Pinyon will complete CDOT Form 881 and an Initial Site Assessment (ISA) Technical Report, which will include obtaining an agency database (i.e., ERIS). Each of these documents will address both the Louisville and Lafayette sections in them. The Study Area will be the project's limits of disturbance. Ideally, the design team will have identified the horizontal and vertical limits of disturbance, including all ROW and easement requirements.

Pinyon will collect up to four (4) paint samples for lead-based paint analysis for project components anticipated to be disturbed (e.g., signal poles, concrete). Depending on the substrate, Pinyon will evaluate the lead content for total lead, or by the Toxicity Characteristic Leachate Procedure. It is not anticipated that asbestos sampling will be required, as the project does not include demolition of any structures and suspect asbestos-containing materials are not likely to be encountered. No soil or water testing is anticipated at this time (if determined necessary, a change order would be required).

Deliverables:

- ISA
- Lead based paint samples and results

Revised Task 3.H Biological Resources

Field Work The field survey for the Lafayette section will be completed by one (1) Pinyon biologist in a one-day period; field work for the Louisville section was previously completed in 2023. Field surveys for biological resources will be completed concurrently, as noted in the following subsections. Geographic Information System (GIS) data will be post-processed by a GIS specialist, and provided for incorporation into the project plans, and for impact analysis during advanced design, as applicable. GIS data will be projected in the local State Plane coordinate system. Pinyon assumes that Kimley Horn will calculate impacts using the provided GIS data.

Deliverables:

- GIS Shapefiles

Wetlands/Waters of the US Pinyon will complete a wetlands/waters of the U.S. (WOTUS) delineation within the Lafayette section in accordance with U.S. Army Corps of Engineers (USACE) and CDOT protocols, where disturbances are expected (e.g., within the project footprint, and along presumed access/haul roads and staging areas). Kimley Horn will provide these study areas prior to field surveys. Fees for the survey equipment (e.g., GPS receivers, waders, forms, camera's) are included with the field work task. Field work for the Louisville section has already been completed.

Pinyon will document the existing conditions for both the Louisville and Lafayette sections regarding WOTUS in the Biological Resources Report (BRR).

Based on preliminary information identified during the Future 42 Study, there are numerous potential WOTUS that intersect the project corridor in the Lafayette section. However, given the linear extent of the project, impacts are presumed to be minimal. It is assumed that impacts will be permitted under USACE Nationwide Permits (NWP) (likely NWP 14 for Linear Transportation Project) for up to two (2) crossing locations. Pinyon anticipates that wetlands, which qualify as "special aquatic resources" could be impacted. As such, we have included two Pre-construction Notification (PCN) submittals to the USACE. An Individual Permit is assumed not required. Impacts to the High Lateral and Goodhue Ditch are exempt from the Colorado Stream Quantification Tool; therefore, no scope or fee is included for that task.

CDOT mitigates permanent wetland impacts regardless of USACE jurisdiction on a 1:1 basis. It is assumed that mitigation (if required) would occur via wetland banking, purchased by the City. If mitigation on-site is desirable, Pinyon does offer full-service wetland mitigation design services; however, additional fee would be required for mitigation design support.

It is assumed that impacts to wetlands will be minimal and a Wetland Finding will not be required for the Lafayette section of this project. If permanent wetland impacts will be greater than 500 square feet (SF) (or combined temporary and permanent impacts greater than 1,000 SF), then a Wetland Finding will be required and additional scope and fee will be required.

Deliverables:

- Documented in BRR
- GIS Shapefiles
- Up to two (2) Section 404 PCN

Vegetation and Noxious Weeds List A and B noxious weeds will be mapped in the Lafayette section, as applicable (i.e., if located in discrete locations); however, if the density of weeds is significant, detailed mapping will be stopped and recommendations regarding weed controls will be presented in the BRR as well as applicable specifications.

It is assumed that an Integrated Noxious Weed Management Plan (INWMP) will not be required for this project. If an INWMP is needed, additional scope and fee would be required.

Deliverables:

- Documented in BRR

Threatened and Endangered Species/Fish and Wildlife Pinyon will conduct a survey for raptors and other migratory birds within the prescribed buffer area/study area per Colorado Parks and Wildlife (CPW) guidelines. The results of the survey will be documented in the BRR that will address both the Louisville and Lafayette sections.

Pinyon will evaluate habitat within the study area for federally and state-listed species, and document within the BRR. Only a habitat assessment will be conducted; a species-specific survey is not included in this scope. If a species-specific survey is required, additional scope and fee would be necessary. Field work for the Louisville section has been completed already.

Given the anticipated limited disturbance that will result from the project, Pinyon assumes that the impact assessment will reveal a *No Effect* to federally listed species. Therefore, coordination with the U.S. Fish and Wildlife Service (USFWS) is not anticipated to be required. If the effects determination is *May Affect, But Not Likely to Adversely Affect*, coordination with USFWS in the form of a letter would be required, and additional scope and fee would be necessary.

Deliverables:

- Documented in BRR

Revised Task 3.I Historic Resources

Pinyon will develop an Area of Potential Effects (APE), in coordination with CDOT. It is assumed that the APE will surround the estimated limits of disturbance in the Lafayette section, as well as all properties that will be impacted by the project (i.e., new right-of-way acquisitions or easements). Pinyon assumes up to one (1) meeting with the CDOT Historian to coordinate APE limits for the Lafayette section (included in Resource/Agency Meetings task, above); coordination specific to the Louisville section will occur under a different scope of work. Once the APE is established, Pinyon will research the Office of Archeology and Historic Preservation (OAHP) COMPASS database, the CDOT Historic Bridge Inventory, topographic maps, and local assessor data for the presence of potential historic resources within the APE.

Based on the evaluation completed during Future 42 Study and COMPASS data obtained in May 2021, up to four (4) potentially eligible historic resources (i.e., properties with structures 45 years or older) and up to two (2) potentially eligible linear resources (i.e., irrigation ditch, roadway) were identified within the anticipated APE for the Lafayette section.

Impacts to historic resources will be refined during this stage of the project phase design advances, including detailed information on acquisition of easements and/or right of way (ROW). Pinyon assumes there are up to four (4) potentially eligible properties and/or structures and up to two (2) linear resources in the Lafayette section that will need to be surveyed for compliance with Section 106 of the National Historic Preservation Act (NHPA). If more than six (6) potential historic resources will be impacted (including temporary and permanent easements), this scope and fee should be revised. Forms for potentially historic resources located within the Louisville section are being prepared under that task order.

Pinyon will coordinate level of effort for evaluation with the CDOT Historian and provide documentation for compliance with Section 106 and historic Section 4(f), including historic site evaluation forms for the Lafayette section; eligibility and effects letter that will address both the Louisville and Lafayette sections; APE map; and historic Section 4(f) *de minimis* form(s) for the Lafayette section. Pinyon will meet with CDOT Region 4 up to two (2) time regarding the Lafayette section: once to review data gathered (i.e., OAHP, assessor's data, etc.) and to establish APE; and a second time to review initial eligibility determinations and anticipated effects; this meeting is included in the resources agency meetings above.

Assumptions:

- Any Right of Entry will be coordinated and provided by the Kimley Horn/Lafayette.
- This scope assumes a Section 106 determination of *no adverse effect*; should the project result in a determination of *adverse effect*, this scope will need to be revisited and additional fee will be required.
- Should more than six (6) resources for historic survey be identified, this scope will need to be revisited.

Deliverables:

- APE Map
- Up to four (4) Architectural Inventory Forms
- Up to two (2) Management Data/Linear Component Forms
- Eligibility and Effects Letter
- Draft Section 4(f) De Minimis Letter (for CDOT to submit)

Revised Task 3.J Non-historic Section 4(f) Resources

The Department of Transportation Act Section 4(f) regulation governs the use of land from publicly owned parks; recreation areas; wildlife and waterfowl refuges; and public or private historic sites. As this project has an FHWA nexus, Section 4(f) will apply.

Impacts to recreational facilities will be refined during this stage of the project phase design advances, including detailed information on acquisition of easements and/or ROW; however, preliminary review during the Future 42 Study indicated the Project is anticipated to impact unnamed recreational trails to the east of CO42. These potential impacts would be slivers of land that would not affect the use of these facilities. The enhanced multi-modal connectivity will improve access and connectivity, and likely to result in an enhancement or temporary use exception as defined under Section 4(f) of the Department of Transportation Act. Approval of this enhancement must be granted by the Official with Jurisdiction (OWJ). Temporary use designation requires Kimley Horn to develop for any trail to avoid closure. Pinyon will prepare a draft OWJ letter for the Lafayette representative with information provided by Kimley Horn regarding design and temporary impacts. Any use of Section 4(f) resource requiring evaluation other than an exception would require additional scope. A separate OWJ letter for impacts to Section 4(f) resources in the Louisville section will be prepared under the task order for that section.

Deliverables:

- OWJ Letter

Revised Task 3.K Environmental Justice

Under Executive Order 12898, each Federal agency must identify and address, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations. During a preliminary review of the corridor during the Future 42 Study, Pinyon utilized the EPA EJScreen Tool and identified none of the Block Groups within the Project has EJ populations.

For this task, Pinyon will utilize the ACS data or the 2020 census data. The percent of low-income and minority populations as well as populations with limited English proficiency (LEP) and disabled persons in the tracts and blocks adjacent to the corridor with those of both Boulder County and the State of Colorado. It is assumed that impacts, both beneficial and negative, will be borne by all populations equally, meaning that it is assumed that there will be no disproportionately high and adverse effects to low-income and/or minority populations or LEP or disabled persons. Findings will be documented in a memorandum using the soon-to-be-released EJ template provided by CDOT that will address both the Louisville and Lafayette sections. It is assumed to have up to two (2) reviews.

Deliverables:

- Environmental Justice Memorandum

Revised Task 3.L Documented Categorical Exclusion and Mitigation Matrix

Pinyon will use the Documented Categorical Exclusion (CE) template (starting with the CDOT NEPA Neutral Template) to document the findings of the technical analyses outlined above which will include the recommended specifications and environmental notes for inclusion in the plan set. Additionally, the Documented CE will include a Purpose and Need; discussion on the Proposed Action; and Public and Agency Involvement as well as CDOT's standard mitigation matrix. The document will need to be reviewed by CDOT Environmental Programs Branch (EPB) and FHWA. Following the agencies' typical review procedure, we assume that Region 4 will review the document up to two (2) times before it gets submitted to EPB for their review. EPB will review the document up to one (1) time, using the FHWA document as a back check that their comments have been addressed. It is assumed that FHWA will review the Documented CE up to two (2) times, a draft and final, prior to signature. It is assumed that CDOT Region 4 will review each iteration of the document as it progresses through agency review. Up to one (1) comment review meeting will be held virtually after the first Region 4 review, the EPB review, and the first FHWA review (up to three (3) meetings). Ideally agency reviews are 10 working days; however, review duration is beyond Pinyon's control. After each review, Pinyon will provide a redline copy and a clean copy to aid in backchecking that comments have been addressed and resolved.

Pinyon will complete the first six columns of the standard CDOT Mitigation Matrix, as it will be an attachment to the Documented CE.

As this is a Documented CE that will not be published, we assume that the documents do not have to be 508-compliant. Also, no public hearing is required for a Documented CE and as such scope for one is not included in this proposal.

Deliverables:

- Up to four (4) drafts and One Final Documented CEs and the Mitigation Matrix
- Up to four (4) Redline Drafts and Mitigation Matrix

Resources that CDOT will Complete Internally It is understood that CDOT will complete Visual Impact Analysis (VIA), Section 6(f), Paleontology, and Archaeology resources internally based on the scope of the project and that there are no impacts.

Revised Task 4 Preliminary Design (FIR – 30%)

The Project Team will utilize the information gathered during Task 2 and Task 3 to advance the vision of the corridor identified in the Study from a 15% preliminary design to 30% Field Inspection Review (FIR) level plans, reports and Opinion of Probable Construction Costs (OPCC). The FIR submittal is anticipated to consist of preliminary design and plan preparation for improvements along CO42 consistent with the conceptual designs provided in the “Future 42 Connecting People and Places Study” as presented in the City’s TIP application to DRCOG. Improvements are anticipated to consist of civil, roadway, drainage, traffic signal, structural, and other improvements.

Revised Task 4.A Preliminary Design Plans and Estimates

The Project Team will prepare preliminary design documentation consisting of plans, OPCC, details, quantities, and reports necessary to develop a preliminary design. The FIR plans will be prepared in accordance with CDOT and City of Lafayette standards. The 30% FIR plans are anticipated to be prepared as a standalone submittal set separate from the City of Louisville CO42 Design and ROW plan submittal but will provide necessary connections and collaboration.

Prior to the development of the 30% FIR submittal, the Project Team will review the project improvements identified Study in conjunction with the traffic analysis to be completed as part of Task 2.D to confirm the design approach. Based on this analysis, the Project Team will identify design elements for revision, coordinate with the City, and update the design as needed. For estimating purposes, we have assumed up to one hundred fifty (150) hours for these services. In the event that services are extended beyond the estimated fee, and amendment to this Agreement will be processed.

Revised Task 4.A.1 30% FIR Plans and Opinion of Probable Construction Costs (OPCC)

The 30% FIR submittal is anticipated to consist of the following additional sheets:

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| ● Title Sheet (up to one (1) sheet); | ● Underpass Typical Sections (up to two (2) sheets); |
| ● Standard Plans List (up to one (1) sheet); | ● Horizontal Control (up to five (5) sheets); |
| ● Abbreviations and Symbols (up to one (1) sheet); | ● Quality Level D (QLD) Subsurface Utility Engineering (SUE) Plans; |
| ● General Notes (up to one (1) sheet); | ● CO42 Removal Plans (up to five (5) sheets); |
| ● Summary of Approximate Quantities; | ● CO42 Roadway Plans, Profiles, and Details (up to ten (10) sheets); |
| ● Survey Control; | |
| ● Roadway Typical Sections (up to one (1) sheet); | |

- CO42 Grading Plan (up to five (5) sheets);
- CO42 Drainage, Water Quality, and Detention Pond Plans (up to eight (8) sheets);
- Water, Sanitary, and Stormwater Plans, Profiles, and Details (up to five (5) sheets);
- Underpass General Information & SAQ Sheets (up to two (2) sheets);
- Underpass General Layout Sheets (up to two (2) sheets);
- Underpass Typical Section Sheets (up to two (2) sheets);
- Wall & Wingwall Sections & Details Sheets (up to three (3) sheets);
- Underpass Approach Plan and Profile Sheets (up to eight (8) sheets);
- CO42 Signing and Striping Plans (up to five (5) sheets);
- Traffic Signal Plans (up to one (1) sheet);
- Roadway Cross Sections;
- OPCC;
- Revised Drainage Report; and
- Revised Traffic Report.

Traffic Signal Plans Kimley-Horn, through use of a qualified subconsultant, Fehr & Peers, will prepare traffic signal design plans at the following intersections at the 30% FIR level per City of Lafayette and CDOT standards and specifications:

- CO42 & Baseline Road.

Design will be based on guidance from Phase 1 of the Future 42 project and design recommendation changes that emerge as part of analysis in Phase 2.

Fehr & Peers will complete a draft set of 30% traffic signal design sheets for CO 42 & Baseline Road.

The following elements will be incorporated into the 30% traffic signal design plans:

- The new Louisville-specific traffic signal specifications that augment CDOT standards;
- Additional recommended fiber-optic communication upgrades (such as battery backup, detection, and Opticom); and
- Intersection-specific design needs to facilitate recommended traffic operations, safety improvements, and protected intersection design for active transportation users (such as left or right-turn signal operations, pedestrian crossings, and bike signals as appropriate).

Trail Plans and Pedestrian Underpasses and Walls Kimley-Horn, through use of a qualified subconsultant, Otak, will complete the design of trail plans, pedestrian underpasses, and walls within the Project Limits. Otak will develop a conceptual design for up to two (2) underpasses: one at Baseline Road, west of CO42, and one beneath CO42 north of Baseline Road. The final location of each underpass will be refined during the design based on site conditions and the proposed multi-modal improvements at the intersection of CO42 & Baseline Road. Otak will also develop a conceptual design for the underpass approaches that will provide a connection to the existing multi-modal paths and various proposed multi-modal improvements (including associated wingwalls and site walls along CO42).

Otak will revise the previously prepared Structure Selection Report that will outline the various project considerations in support of the proposed underpass, wingwall and retaining wall structures, see Task 4C. We will also submit conceptual plans and a preliminary cost estimate.

Assumptions:

- Our initial understanding of the underpasses, wingwalls and site walls is based on the Kimley-Horn roll plot provided to Otak which was dated November 29, 2022. The roll plot outlines the location and alignment of up to two (2) underpasses and a total of up to four (4) site walls. We assume that up to one (1) additional wall will be required, and the other proposed walls will be expanded to accommodate the underpass approaches. We assume that a total of up to five (5) walls, totally approximately 2000 linear feet will be required.
- We understand that Maintenance of Traffic is beyond the current scope of work expected and is therefore excluded from our scope of work.
- Otak will not prepare specifications. These are to be completed in a future phase.
- The design of a potential drainage lift station is not included in this scope of work.
- Otak will include proposed locations for railings and fencing for the retaining walls.

Water, Sanitary, and Stormwater Plans, Profiles, and Details These plans will include relocations, demolition, and proposed water, storm and sanitary utilities necessary for the construction of underpass improvements. We anticipate a total of approximately of 800 linear feet combined of water and sanitary main improvements. These plans will include plan and profile design, utility relocates, and corresponding details per the City of Louisville or City of Lafayette design and construction standards.

Utility Plans and Matrix Kimley-Horn, through use of a qualified subconsultant, Triunity, will prepare utility plans depicting existing utilities, relevant proposed project elements, utility ID Nos. corresponding to utility matrix, and conceptual relocations as determined through design development and the utility coordination meetings.

- Anticipates up to ten (10) plan sheets, general notes, and utility matrix sheets
- Utility Matrix anticipated to follow CDOT standard format

Design Review The Project Team will address up to one (1) round of reasonable consolidated City comments on the 30% FIR plans, estimates, and reports and up to one (1) round of reasonable consolidated CDOT comments on the 30% FIR plans, estimates. It is understood that the plans will not advance to final design.

Revised Task 4.C Preliminary Reports

Revised Drainage Report Kimley-Horn will revise the previously prepared preliminary drainage report which will describe existing and proposed drainage patterns, drainage criteria, recommendations, existing and proposed drainage basin delineations, storm conveyance sizing calculations, proposed detention and water quality calculations. See Task 4.E for additional details.

Revised Traffic Report Kimley-Horn, through use of a qualified subconsultant, Fehr & Peers will revise the previously prepared traffic report. The following elements are anticipated to be included in the traffic and safety report that summarizes the data, analysis findings, and design implications/recommendations from the traffic and safety study:

- Fehr & Peers will use the current DRCOG Focus model and other future land use data to forecast traffic for years 2028, 2033, and a future date that is TBD.

- The Simtraffic model will be prepared for the CO 42 corridor (from Baseline Road to Lock Street) to include the CO 42 & Baseline Road traffic operations under existing year and future years under the build scenario.
- Fehr & Peers will analyze the most recent three years of crash data along the CO 42 Corridor and identify any new trends not found in the previous analysis including potential new countermeasures not already included.
- Based on findings of the traffic analysis, speed data, and crash analysis as well as the proposed future design, Fehr & Peers will provide recommendations to potentially make small modifications in the design to achieve desired operating speed, improve safety, and improve traffic operations without compromising multimodal comfort.
- Recommendations provided in the technical report to reflect the traffic and safety analysis that include the intersection of CO 42 & Baseline Road.

Revised Utility Impact Report Kimley-Horn, through use of a qualified subconsultant, Triunity, will revise the previously prepared preliminary utility impact report. This report is anticipated to outline utility coordination activities to date, relocations identified and anticipated costs and schedule implications to the project. The report is also anticipated to provide documentation of pertinent information including Reports and memorandums, photographs, mapping, schematics, field notes, as-built plans, and other required information.

Revised Structure Selection Report Kimley-Horn, through use of a qualified subconsultant, Otak, will revise the previously prepared structure selection report. This report is anticipated outline the various project considerations in support of the proposed underpass and wingwall structures.

Revised Task 4.D Coordination of Design

The Project Team will coordinate design as needed with the City's designated project management team as outlined in Task 1. The design will be prepared in compliance with applicable Federal, state, local, and City requirements.

Utility Coordination Kimley-Horn, through use of a qualified subconsultant, Triunity, will coordinate with the Project Team, City, and utility companies during the design of this project. Additionally, utility coordination is anticipated to consist of the following:

- Coordination of potential utility conflicts between existing utilities and proposed improvements with the Project Team and utility owners;
- Identification of design modifications that will minimize impacts to utilities where possible;
- Identification of utility owner operating rights and cost responsibilities;
- Up to two (2) meetings each with up to ten (10) utility companies and jurisdictions as required to discuss project scope, utility conflicts, and mitigation strategies; including development of agendas, exhibits, facilitation of meetings, and preparation of meeting minutes;
- Obtaining copies of existing easements, license agreements, and relocation agreements from utility companies as applicable and providing to the City;
- Conducting coordination/comment resolutions meetings with utility owners after milestone submittal;
- Obtaining estimates of probable cost for any utility relocations that are a cost to the project;
- Draft utility specifications are not anticipated for the 30% submittal; and

- Engineered design of utility relocations is not included.

Revised Task 4.E Drainage

Kimley-Horn will coordinate with Cities of Louisville and Lafayette, CDOT, and Mile High Flood Control District staff and coordinate necessary maintenance agreements. Kimley-Horn will prepare a preliminary drainage report in accordance with the jurisdictional authority indicating the required improvements for the preferred alternative. This task will move forward with one of the alternatives picked by the City from the drainage analysis presented in Task 2.F to 30% percent design. This task will include grading of the detention ponds (up to one (1)), footprints of the streetside stormwater planter and water quality features (up to two (2)), producing storm plan view only construction documents (up to five (5) sheets), details (up to three (3) sheets) for detention ponds and water quality features), drainage basin calculations utilizing rational method for the 10-year and 100-year storm events, storm sewer design and sizing calculations for the 10-year and 100-years storm events utilizing StormCAD, detention pond design and calculations, water quality feature design and calculations, existing and proposed drainage plans (up to six (6) sheets), and revised preliminary drainage report (up to one (1)).

Deliverables:

- 30% FIR Plans and EOPCC
- Drainage Report
- Floodplain Report
- Traffic Report
- Utility Impact Report

Information Provided By City

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project.

Schedule

Kimley-Horn will provide our services as expeditiously as practicable to complete the design and with the goal of completing the design phase based on a mutually agreed upon schedule.

Fee

The attached work plan shows Kimley-Horn's estimated labor effort to complete these tasks. Kimley-Horn will provide the services described within the Scope of Services for a fee of **\$889,379.00** for Revised Tasks 1-4 as shown in the attachment following this letter Proposal. The total estimated expenses are **\$5,507.28**. The total for all tasks and expenses is **\$894,886.28**.

Direct reimbursable expenses as required for the Project such as plan reproduction for deliverables and mileage will be billed. An estimated fee for reimbursable expenses has been provided.

Closure

We appreciate the opportunity to provide these services to you and are excited to work again with the City of Louisville on this project. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Matt Ciarkowski, PE
Project Manager



By: Kory Andryscik, P.E.
Vice President

»» MP 43

City of Louisville - CO42 Design and ROW - Addendum #2 Lafayette Extension
Exhibit 'B' - Fee Estimate
Monday, January 13, 2025

Total Labor Fee	\$	889,379.00
Total Expense Fee	\$	5,507.28
Total Contract Amount (Not to Exceed)	\$	894,886.28
Total DBE Labor Fee	\$	121,955.00
DBE % (Goal = 7%)		13.7%

Item	Task	Totals Hours (All Firms)
1	General Services and Project Management	
1.A	Project Management/Project Management Plan	192.00
1.B	Project Coordination/Meetings	-
1.B.2	Progress Meetings	259.00
1.B.3	Stakeholder Meetings (up to two (2))	16.00
1.B.4	Agency and Stakeholder Coordination (up to two (2))	19.00
1.B.5	Design Review, and Issue and/or Comment Resolution Meetings (up to two (2))	41.00
1.B.9	Right-of-Way (ROW) and Easement Acquisition Support Services	60.00
1.B.11	Right-of-Entry Letters	24.00
Total (Hours)		611.00
Total (Fees)		\$ 140,237.00
2	Data Collection	
2.A	Survey	546.00
2.C	Subsurface Utility Engineering (SUE)	151.00
2.D	Traffic	12.00
2.E	Floodplain and Floodway Assessment	35.00
2.F	Drainage (Due Diligence, Existing Conditions Analysis, and up to (2) alternatives)	86.00
2.G	Geotechnical	41.00
2.H	Multimodal Evaluation	52.00
Total (Hours)		923.00
Total (Fees)		\$ 152,834.00
3	Environmental Clearance	
3.A	General Project Management	132.00
3.B	Project Progress and Client Meetings	-
3.C	Resource/Agency Meetings (up to five (5))	10.00
3.D	Air Quality	38.00
3.E	Greenhouse Gas	-
3.F	Noise	135.00
3.G	Hazardous Materials	34.00
3.H	Biological Resources	88.00
3.I	Historic Resources	326.00
3.J	Non-historic Section 4(f)	26.00
3.K	Environmental Justice	57.00
3.L	Documented Categorical Exclusion and Mitigation Matrix	118.00
Total (Hours)		964.00
Total (Fees)		\$ 168,395.00
4	Preliminary Design (FIR - 30%)	
4.A	Preliminary Design Plans, Specifications, and Estimates (PS&E)	-
4.A.1	30% FIR Plans and Estimates	1,815.00
4.C	Preliminary Reports	191.00
4.D	Coordination of Design	136.00
4.E	Drainage	100.00
Total (Hours)		2,242.00
Total (Fees)		\$ 427,913.00
EXP	Reimbursable Expenses	
	Reimbursable Expenses	\$ 5,507.28
Total Labor Fee		\$ 889,379.00
Total Expense Fee		\$ 5,507.28
Total Contract Amount (Not to Exceed)		\$ 894,886.28

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**RESOLUTION NO. 86
SERIES 2025**

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LAFAYETTE FOR SHARING OF COSTS OF 30% DESIGN PLANS FOR IMPROVEMENTS TO STATE HIGHWAY CO-42 FROM PASCHAL DRIVE TO BASELINE ROAD

WHEREAS, an intergovernmental agreement has been proposed for the cities of Louisville and Lafayette to share the costs of completing preliminary design plans for the portion of the State Highway 42 corridor extending between Paschal Drive in Louisville and Baseline Road in Lafayette (“IGA”); and

WHEREAS, the City Council desires to approve the IGA by this Resolution.

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

Section 1. The proposed Intergovernmental Agreement for the Sharing of Costs of 30% Design Plans for Improvements to State Highway CO-42 from Paschal Drive to Baseline Road, by and between the City of Louisville and the City of Lafayette (the “IGA”), a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

Section 2. The Mayor is hereby authorized to execute the IGA on behalf of the City Council of the City of Louisville, and the Mayor is hereby further authorized to negotiate and approve such revisions to the IGA as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of such IGA are not altered.

PASSED AND ADOPTED this 21st day of October 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

**INTERGOVERNMENTAL AGREEMENT FOR SHARING OF COSTS OF 30% DESIGN
FOR IMPROVEMENTS TO STATE HIGHWAY CO-42 FROM PASCHAL DRIVE TO
BASELINE ROAD**

THIS AGREEMENT is made this _____ day of _____, 2025 by and between the City of Lafayette, a Colorado home rule municipality ("Lafayette"), and the City of Louisville, a Colorado home rule municipality ("Louisville"), each a "Party" and collectively the "Parties."

WHEREAS, the Parties are authorized by § 29-1-203, C.R.S. as amended, to enter into contracts or agreements for the sharing of costs; and

WHEREAS, C.R.S. § 29-1-201, et seq., authorizes and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, in accordance with § 29-1-203, C.R.S. as amended, each of the Parties is authorized to enter into this Agreement; and

WHEREAS, the Parties desire to complete a plan and initial design for that portion of the State Highway 42 corridor extending between Paschal Drive in Louisville and Baseline Road in Lafayette (the "Plan"); and

WHEREAS, the Plan is intended to examine the road cross section, multi-modal facilities, stormwater and drainage facilities and electric and underground utilities; and

WHEREAS, the Plan will complete preliminary design (30%) for the corridor; and

WHEREAS, Louisville has requested and received CDOT 10-year Strategic Project Pipeline funds in the amount of \$870,000 to complete the Plan (the "Grant"), and has entered into a grant agreement with the Colorado Department of Transportation ("CDOT") setting forth the terms of the Grant; and

WHEREAS, the Grant does not require local matching funds; and

WHEREAS, the Parties desire to enter into an IGA to confirm their intent to undertake the Plan; to identify the allocation of the cost of any design work in excess of \$870,000 for the Plan; to establish the process by which such allocation and payment will be accomplished; to set forth the agreement by the Parties as to the role of Louisville as the lead agency and executor of the Grant; and to acknowledge the Parties' intent to enter into a future agreement or an amendment to this Agreement if and when the costs exceed what is expected.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Incorporation of Recitals. The Parties confirm and incorporate the foregoing recitals into this Agreement.

2. Responsibilities of Louisville. Louisville will oversee the completion of the design phase of the Plan, will be the lead agency with respect to contracting and communicating with CDOT, and shall be responsible for all contracting, supervisory and administrative matters related to execution of the Grant and completion of the Plan. The parties agree that Kimley-Horn & Associates has been engaged to complete the Plan. Lafayette shall have the opportunity to review and provide feedback on submittals regarding the design of elements within Lafayette's city limits and annexation boundaries, and the Paschal intersection. Louisville will advise Lafayette of the timeline for the Plan, will provide Lafayette a copy of Louisville's agreement with the consultant engaged to complete Plan, will provide updates of the progress on the Plan upon request, and will provide Lafayette copies of all design drawings, plans and other materials prepared by the consultant for the Plan.

3. Project Costs. The Parties have estimated the Plan to cost \$894,886.28 and agree that \$870,000 in Grant funds shall be applied toward the development of the Plan. For any costs in excess of \$870,000, Lafayette agrees to pay 100% up to a total financial commitment by Lafayette of \$24,886.28.

4. Reimbursement of Costs. After 100% of the Grant funds have been utilized, Louisville shall send Lafayette a monthly or quarterly invoice for the Plan costs incurred by Louisville in the prior period, including copies of invoices and pay applications received from the consultant. Lafayette agrees to reimburse Louisville for 100% of the Plan costs in excess of \$870,000 up to a maximum of \$24,886.28. Lafayette agrees to submit payment within 30 days of receipt of each invoice. The Parties agree that no costs in excess of \$894,886.28 set forth in Section 3 shall be incurred for the Plan without prior written approval of both Parties.

5. Cooperation.

a. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties each agree that they will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement. Each Party shall promptly provide any information, approval or document necessary for implementation of this Agreement. Each Party will execute such additional documents and agreements as necessary to effectuate the development of the Plan, including but not limited to cooperating to obtain all required PUC and BNSF approvals, permits and agreements required for the Plan. Each Party shall issue those street cut permits, access permits and other procedural or substantive permits and approvals that are necessary for the Plan, which permits and approval are not to be

conditioned on payment of any fees or costs other than administrative costs for processing. Louisville shall provide periodic progress reports to Lafayette on the Plan and related matters. Lafayette shall coordinate directly with the design consultant to resolve any issues or questions related to the segment of CO42 within Lafayette's city boundary. Each Party shall provide to the other at no additional costs copies of any contracts, drawings, applications for payments, invoices, billing records and other records related to the Plan.

b. While Louisville will be the lead agency, both Parties will mutually participate with the consultant in the performance of the development of the Plan. Louisville shall provide to Lafayette copies of the proposed design plans for the Plan. Both Parties will be present during all meetings and negotiations with the design consultant to provide input as to the scope of the Plan and the consultant's course of the work thereon unless the Parties agree in writing that one of the Party's presence is not required.

c. Lafayette shall be the approving authority regarding the consultant's design of all elements North of the Paschal intersection. Both Parties shall have approval over the Paschal intersection and within 150' of the intersection as shown in Exhibit A. The Plan shall address future maintenance of all shared elements which both parties shall agree to in writing.

6. Contact Persons. The contact persons for administering this Agreement shall be the Public Works Director of each Party. Any approval hereunder required of a Party of any drawings, designs or specifications may be granted or withheld by a writing issued by the Public Works Director of such Party.

7. Unexpected Costs. In the event that costs for the Plan are expected to exceed \$894,886.28, the Parties shall enter into good faith negotiations regarding an agreement or an amendment to this Agreement to address allocation of the increased in costs.

8. Cost Recovery. This Agreement is not intended and shall not be construed to affect either Party's ability to obtain cost recovery payments for the Plan from developments within their respective jurisdictions.

9. No Third-Party Beneficiaries. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

10. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

11. Insurance. Each Party agrees, at all times during the term of this Agreement, to maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, ("Act") C.R.S. § 24-10-101, et seq. as may be amended, and nothing herein shall be

deemed a waiver of the protections, limitations and immunities afforded the Parties by the Act. Each Party agrees to show proof of such insurance upon request by the other Party.

12. Default and Right to Cure. In the event that either Party shall be in default of this Agreement, the other Party shall provide notice to the defaulting Party specifically describing the default. The Party allegedly in default shall have 30 days from the date of such notice to cure the default. If such default is not so cured then at the election of the non-defaulting Party, this Agreement may be terminated unilaterally by the non-defaulting Party or the non-defaulting Party may pursue an action for specific performance, damages, or both.

13. Integration and Amendment. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

14. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

15. Effective Date; Term. The effective date of this Agreement shall be the last date on which the Parties' respective governing bodies have approved the Agreement, as set forth below. This Agreement shall remain in effect through completion of the Plan, unless sooner terminated by mutual written agreement.

16. Appropriations. All financial obligations of both Parties for years beyond the fiscal year 2025 shall be subject to the annual appropriation of Project funds by their respective city councils.

17. Non-Substantive Amendments. This Agreement has been approved in substantially the same form submitted to the local governing bodies of the Parties. The Parties' city managers are authorized to approve non-substantive administrative amendments to the Agreement and attached exhibits, if upon the recommendation of each Parties' staff, the city managers deem such amendments necessary and in compliance with the Grant and CDOT requirements.

18. Costs. Each Party shall be responsible for its own legal, accounting, overhead and administrative staffing costs incurred in the negotiation, drafting or performance of this Agreement.

19. Responsibility for Legal Proceedings. Lafayette shall be responsible for defending itself, its officers, and employees in any civil action brought against Lafayette, its officers and employees by any person claiming injury and damages as a result of the performance of this Agreement. Likewise, Louisville shall be responsible for defending

itself, its officer, and employees in any civil action brought against Louisville, its officers, and employees by any person claiming injury and damages as a result of this Agreement. Lafayette, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of Louisville or any officer or employee thereof, arising out of the performance of this Agreement. Likewise, Louisville, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of Lafayette or any officer or employee thereof, arising out of the performance of this Agreement.

20. No Joint Venture or Partnership. Nothing contained in this Agreement is intended to create a partnership or joint venture between Lafayette and Louisville and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function or service, nor does it create a joint enterprise, nor does it authorize any Party hereto to act as an agent of the other Party for any purpose whatsoever.

CITY OF LAFAYETTE

CITY OF LOUISVILLE

By: _____
JD Mangat, Mayor

By: _____
Chris Leh, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Lynnette Beck, City Clerk

Genny Kline, City Clerk

APPROVED AS TO FORM:

Mary Lynn Macsalka, City Attorney

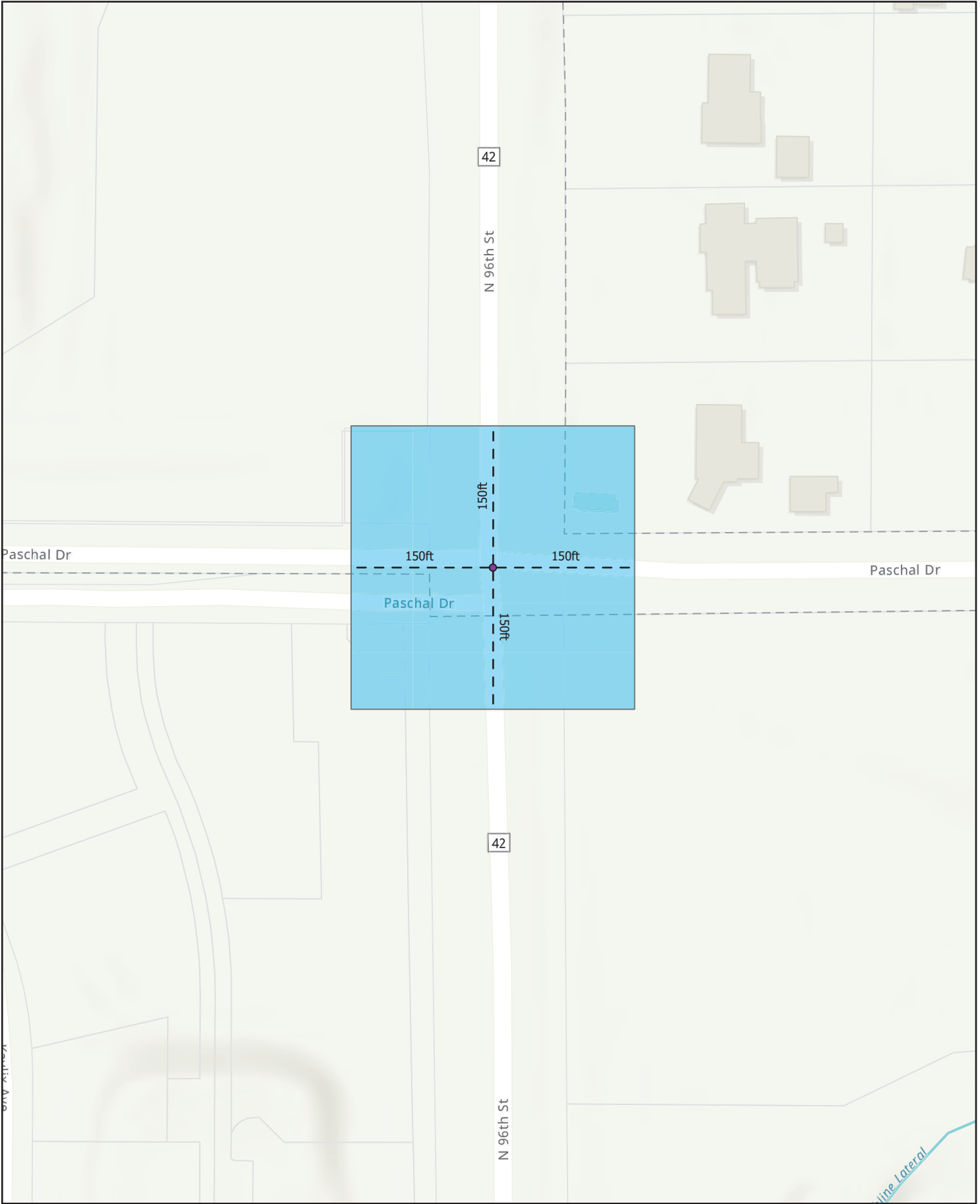


Exhibit A