

PROCUREMENT CONTRACT COVER SHEET*Required if you do not have a SUMMARY at the top of your document*

Contract Details	
Document Type	Amendment
OFS Number-Version	301394-2
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Public Works
Division/Program	Administration
Mailing Address	PO Box 471, Boulder, CO 80306
Contract Contact – <i>Name, email</i>	Laura Konersman, lkonersman@bouldercounty.org
Invoice Contact – <i>Name, email</i>	pwinvoices@bouldercounty.org
Contractor Contact Information	
Contractor Name	Weld County Public Works
Contractor Mailing Address	
Contact 1 – <i>Name, title, email</i>	
Contact 2 – <i>Name, title, email</i>	
Contract Term	
Start Date	October 2022
Expiration Date	October 2025
Final End Date	October 2026
Contract Amount	
Contract Amount	\$500,000
Fixed Price or Not-to-Exceed?	Not-to-Exceed
Brief Description of Work	
IGA Amendment to increase Weld commitment from \$360,000 to \$500,000, due to cost inflation of design. Weld will reimburse BoCo 50 percent of all costs up to \$500k.	
COUNTY INTERNAL USE ONLY	
Purchasing Details	
Bid Number	
Award Date	
If no Bid No., bid process used	IGA or IDA
COVID-19	NO
Project #	111.31017.53601.1031.102352.RST1.2865
Purchasing Notes <i>(optional)</i>	.
Contract Notes	
<i>Weld has requested we sign first. Please return partially executed copy to Tim Swope. He will coordinate Weld Co sigs.</i>	

**First Amendment to Intergovernmental Agreement
between Boulder and Weld Counties
Concerning Funding of Capital Improvements on
East County Line Road / Weld County Road 1**

This First Amendment to Intergovernmental Agreement (the “Amendment”) is entered into as of the ___ day of _____, 2022, by and between the County of Boulder, a body corporate and politic of the State of Colorado (“Boulder County” or “Boulder”), and the County of Weld, a body corporate and politic of the State of Colorado (“Weld County” or “Weld”) (each a “Party” or, collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into that certain Intergovernmental Agreement concerning funding of capital improvements on East County Line Road / Weld County Road 1, dated August 18, 2021 (the “IGA”), for the purpose of funding certain improvements to East County Line Road/ Weld County Road 1, a roadway shared between the two Parties; and

WHEREAS, the Parties wish to amend the IGA to increase the not to exceed amount for design of the Capital Improvements; and

WHEREAS, the Parties have followed the procedure required for each to enter into this Amendment.

AGREEMENT

NOW THEREFORE, in consideration of the above and the mutual covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Section A (2) of the IGA be updated to read as follows:
Boulder will invoice Weld for fifty percent (50%) of the contracted design cost, less any outside contributions, not to exceed \$500,000 (five-hundred thousand dollars and 00/100 cents), upon execution of this First Amendment. Neither the invoiced costs nor the payment will include any payroll costs or cost of right-of-way acquisition. Weld shall pay all design invoices from Boulder within sixty (60) days of receipt of the same.
- B. Except as expressly amended herein, all other provisions of the Agreement, exhibits, and appendices are unaffected and shall continue in full forces and effect in accordance with its terms

EXECUTED as of the date first set forth above.

BOULDER COUNTY:

~~Matt Jones~~, Chair Marta Loachamin
Board of Boulder County Commissioners

Attest: _____
Clerk to the Board

WELD COUNTY

Scott K. James, Chair
Board of Weld County Commissioners

Attest: _____
Clerk to the Board