

# STATE OF COLORADO AMENDMENT

**Amendment #: 1**

**Project #: AQC M820-030 (23507)**

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Transportation		<b>Amendment Routing Number</b> 20-HA4-XC-03015-M0003
<b>Local Agency</b> CITY OF LONGMONT		<b>Original Agreement Routing Number</b> 20-HA4-XC-03015
<b>Agreement Maximum Amount</b>	\$8,150,000.00	<b>Agreement Performance Beginning Date</b> June 05, 2020
		<b>Initial Agreement Expiration Date</b> January 20, 2030

**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.

<b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Transportation Shoshana M. Lew, Executive Director	
_____ Keith Stefanik, P.E., Chief Engineer	
Date: _____	
<b>LOCAL AGENCY</b> <b>CITY OF LONGMONT</b>  By: _____ <div style="text-align: center;">*Signature</div> Name: _____ <div style="text-align: center;">(Print Name)</div> Title: _____ <div style="text-align: center;">(Print Title)</div> Date: _____	<b>SECOND LOCAL AGENCY SIGNATURE, IF NEEDED</b> <b>CITY OF LONGMONT</b>  By: _____ <div style="text-align: center;">*Signature</div> Name: _____ <div style="text-align: center;">(Print Name)</div> Title: _____ <div style="text-align: center;">(Print Title)</div> 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: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROOFREAD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
ORIGINATING DEPARTMENT

\_\_\_\_\_  
DATE

CA File: 24-003036

**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 Agreement for the design and construction of the Coffman Street Busway project. The Parties now desire to update the Funding Provisions.

**5) MODIFICATIONS**

The Parties now desire to:

a) Increase agreement maximum amount from \$6,900,000.00 by \$1,250,000.00 to a new agreement maximum amount of \$8,150,000.00.

b) Replace **Exhibit C-4** with **Exhibit C-5**, which is attached hereto. Any reference in the Agreement to **Exhibit C, Exhibit C-1, Exhibit C-2, Exhibit C-3, or Exhibit C-4** shall now be a reference to **Exhibit C-5**.

**6) LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**EXHIBIT C-5 - FUNDING PROVISIONS****City of Longmont - AQC M820-030 (23507)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$8,150,000.00, which is to be funded as follows:

<b>1. FUNDING</b>		
a. Federal Funds (94.76% of AQC/STBG Award)		\$6,538,317.00
b. State Funds (State Highway Fund) (3.07% of AQC/STBG Award)		\$211,683.00
c. Local Agency Funds (2.17% of AQC/STBG Award)		\$150,000.00
d. Federal Funds (80% of TAP Award)		\$1,000,000.00
e. Local Agency Funds (20% of TAP Award)		\$250,000.00
<b>TOTAL FUNDS ALL SOURCES</b>		<b>\$8,150,000.00</b>
<b>2. OMB UNIFORM GUIDANCE</b>		
a. Federal Award Identification Number (FAIN):		TBD
b. Name of Federal Awarding Agency:		FHWA
c. Local Agency Unique Entity Identifier		ZJA3NHEWJ1Q3
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):		\$6,538,317.00
<b>3. ESTIMATED PAYMENT TO LOCAL AGENCY</b>		
a. Federal Funds Budgeted		\$7,538,317.00
b. State Funds Budgeted		\$211,683.00
c. Less Estimated Federal Share of CDOT-Incurred Costs		\$0.00
<b>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY</b>	<b>95.09%</b>	<b>\$7,750,000.00</b>
<b>TOTAL ESTIMATED FUNDING BY LOCAL AGENCY</b>	<b>4.91%</b>	<b>\$400,000.00</b>
<b>TOTAL PROJECT ESTIMATED FUNDING</b>	<b>100.00%</b>	<b>\$8,150,000.00</b>
<b>4. FOR CDOT ENCUMBRANCE PURPOSES</b>		
a. Total Encumbrance Amount (Federal funds + State + Local)		\$8,150,000.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109		\$0.00
<b>NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS</b>		<b>\$8,150,000.00</b>

Note: Only \$6,900,000.00 is currently available. Additional Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

WBS Element 23507.10.30	Performance Period Start*/End Date 07/31/2020 - 06/30/2024	Design 3020	\$750,000.00
WBS Element 23507.20.10	Performance Period Start*/End Date	Const. 3301	\$6,150,000.00

\*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.

## **B. Funding Ratios**

The funding ratio for the federal funds for this Work is 95.09% federal and State funds to 4.91% Local Agency funds, and this ratio applies only to the \$8,150,000.00 that is eligible for federal and State funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$8,150,000.00, and additional federal and 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 \$8,150,000.00, then the amounts of Local Agency, federal and 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 \$7,750,000.00. For CDOT accounting purposes, the federal funds of \$7,538,317.00, the State funds of \$211,683.00 and the Local Agency funds of \$400,000.00 will be encumbered for a total encumbrance of \$8,150,000.00. The total budget of this project is \$8,150,000.00, 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. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **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.