

By: _____
*Signature

By: _____
*Signature

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____
(Print Title)

Title: _____
(Print Title)

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
*Signature

By: _____
*Signature

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____
(Print Title)

Title: _____
(Print Title)

Date: _____

Date: _____

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

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

By: _____
Assistant Attorney General

Keith Stefanik, P.E., Chief Engineer
Date: _____

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Name of Agency or State Controller Delegate

Amendment Effective Date: _____

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Pages for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Pages for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Pages for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties entered into the Agreement for the LCR 19 (Taft Hill Road) Improvement Project. Now the Parties agree to increase funding from \$7,005,818.00 to \$7,809,212.97 and update Exhibit A (Scope of Work) and Exhibit C (Funding Provisions).

5) MODIFICATIONS

The City of Fort Collins has applied for and was awarded a grant from Nonattainment Area Air Pollution Mitigation Enterprise (NAAPME). The City of Fort Collins has decided to use these NAAPME funds along with their Local Agency Match to expand the Scope of Work and the City of Fort Collins's contribution in this Project. Additionally, there have been other changes to funding sources which has increased the Agreement Maximum Amount.

a) The total project funding is increased from \$7,005,818.00 by \$803,394.97 to a new Agreement Maximum Amount in this Amendment of \$7,809,212.97. The \$803,394.97 increase in funds consists of:

- The State MMOF award is reduced from \$2,374,793.00 to \$1,926,081.00.
- The Federal STBG award is increased from \$4,631,025.00 to \$4,828,997.46.
- The Federal CRP award is increased from \$0.00 to \$129,311.51.
- The Federal Earmark award is increased from \$0.00 to \$250,000.00.
- The City of Fort Collins is contributing 100% Local Agency funds in the amount of \$674,823.00.

b) Exhibit A-2 will replace all previous Exhibit As. Any reference in the Agreement to a previous Exhibit A will be a reference to Exhibit A-2, attached.

c) Exhibit C-6 will replace all previous Exhibit Cs. Any reference in the Agreement to a previous Exhibit C will be a reference to Exhibit C-6, attached.

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 A
SCOPE OF WORK

Name of Project: LCR19 (Taft Hill) Improvements

Project Number: STU M455-129 (23047) and MTF C060-100 (26940)

The Colorado Department of Transportation (“CDOT”) will oversee the City of Fort Collins (the “City”) when the City designs and constructs the Taft Hill Road Corridor (hereinafter referred to as “this work”). CDOT and the City believe it will be beneficial to perform this work to improve Taft Hill Rd. to a four-lane arterial standard between West Horsetooth Road and Brixton Road. Multi-modal safety and travel improvements will be made to pedestrian and cycling facilities along the corridor.

The County of Larimer (the “County”) MMOF grant funding for Project MTF C060-100 (26940) Taft Hill Rd. Corridor will be used in conjunction with the City of Fort Collins STBG grant funding for Project STU M455-129 (23047). The City of Fort Collins will be responsible to meet the State and Federal requirements of this agreement in order for the City of Fort Collins and County of Larimer to be reimbursed. The County will be responsible only for their funding portion of this agreement.

The design will be completed in accordance with AASHTO design standards, the Americans with Disabilities Act, and all applicable state, federal and local rules and regulations. The design phase of the work began under the Original Agreement and identifies more exact requirements, qualities, and attributes for this work (hereinafter referred to as “the exact work”). The exact work shall be used to complete the construction phase of the project. The construction phase of the contract is anticipated to begin in 2025.

If this project is funded with Multimodal Transportation & Mitigation Options Funding (MMOF) these funding expenditures must be invoiced by June 1st of the year they expire.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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Name of Project: Fort Collins Taft Hill Widening - Local Agency 100% contribution

The City of Fort Collins will design and construct the Taft Hill Widening (hereinafter referred to as “this Work”). It will be beneficial to perform this Work constructing a 4-lane arterial street on Taft Hill Road, running from north of Horsetooth Road to south of Brixton Road, with the goal of reducing significant congestion, delays, and safety issues. The widening includes multi-modal improvements, such as a new side path, protected bike lanes, wider sidewalks, and safer pedestrian crossings, replacing the northbound bike lane with a raised side path for increased safety. To further mitigate congestion and conflicts, the plan incorporates additional through lanes, auxiliary turn lanes, and various intersection modifications.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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Fed \$ LA \$ State \$ LA Work

EXHIBIT C-6 - FUNDING PROVISIONS**City of Fort Collins - STU M455-129 (23047) & Larimer County - MTF C060-100 (26940)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$7,809,212.97, which is to be funded as follows:

1. FUNDING

a.	Federal Funds (82.79% of STBG Award)	\$3,997,927.00
b.	Local Agency Funds (17.21% of STBG Award)	\$831,070.46
c.	Federal Funds (82.79% of CRP Award)	\$107,057.00
d.	Local Agency Funds (17.21% of CRP Award)	\$22,254.51
e.	Federal Funds (100% Earmark Award)	\$250,000.00
f.	State Funds (65% of MMOF Award)	\$1,251,288.00
g.	Local Agency Funds – Larimer County (33% of MMOF Award)	\$627,297.00
h.	Local Agency Funds – City of Fort Collins (2% of MMOF Award)	\$47,496.00
i.	Local Agency Funds (100% of Local Agency Award)	\$674,823.00

TOTAL FUNDS ALL SOURCES	\$7,809,212.97
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2. OMB UNIFORM GUIDANCE

a.	Federal Award	
	Identification Number (FAIN):	693JJ22330000Y230COM455129
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	VEJ3BS5GK5G1 HQMBX6GPALH6
d.	Assistance Listing #	
	Highway Planning and Construction	ALN 20.205
	Surface Transportation Block Grant	ALN 20.287
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):	\$512,737.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	\$3,834,025.00
b.	State Funds Budgeted	\$1,700,000.00
c.	Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00
<hr/>		
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY – City of Fort Collins		
	78.992%	\$5,534,025.00
TOTAL ESTIMATED FUNDING BY CITY OF FORT COLLINS		
	12.054%	\$844,496.00
TOTAL ESTIMATED FUNDING BY LARIMER COUNTY		
	8.954%	\$627,297.00
TOTAL PROJECT ESTIMATED FUNDING		100.00% \$7,005,818.00

4. FOR CDOT ENCUMBRANCE PURPOSES

Federal STBG Funds

a.	Total Encumbrance Amount (Federal funds + Local Agency funds – City of Fort Collins funds)	\$4,631,025.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

State MMOF Funds

a.	Total Encumbrance Amount (Only State funds are encumbered)	\$1,700,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS **\$6,331,025.00**

Note: Only \$619,322.00 in Design funds are currently available. Additional Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

Fed STBG Funds

Design 3020		
WBS Element 23047.10.30	Performance Period Start*/End Date 07/23/2020 – 12/31/2026	\$619,322.00
Const. 3301		
WBS Element 23047.20.10	Performance Period Start*/End Date TBD-TBD	\$0.00

State MMOF Funds

Design 3020		
WBS Element 26940.10.30	Performance Period Start**/End Date N/A-N/A	\$0.00
Const. 3301		
WBS Element 26940.20.10	Performance Period Start**/End Date N/A-N/A	\$0.00

*The Local Agency – City of Fort Collins 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 – City of Fort Collins 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 funds for this Work is 78.992% federal & State funds to 12.054% Local Agency – City of Fort Collins funds to 8.954% Local Agency – Larimer County funds, and this ratio applies only to the \$7,005,818.00 that is eligible for federal & State funding. If the total cost of performance of the Work exceeds \$7,005,818.00, and additional federal & State funds are not available, the City of Fort Collins shall pay all such excess costs. If the total cost of performance of the Work is less than \$7,005,818.00, then the amounts of Local Agencies 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 - City of Fort Collins under this Agreement shall be \$6,161,322.00. For CDOT accounting purposes, the federal funds of \$3,834,025.00, the State funds of \$1,700,000.00, and the Local Agency – City of Fort Collins funds of \$797,000.00 will be encumbered, but the Local Agency – City of Fort Collins funds of \$47,496.00 and Local Agency – Larimer County funds of \$627,297.00 will NOT be encumbered for a total encumbrance of \$6,331,025.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is \$7,005,818.00, 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 \$1,000,000 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). The Single Audit Act Amendment requirements applicable to the Local Agency receiving Federal funds are as follows:

i. Expenditure less than \$1,000,000

If the Local Agency expends less than \$1,000,000 in Federal funds (all Federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$1,000,000 or more-Highway Funds Only

If the Local Agency expends \$1,000,000 or more, in Federal funds, but only received Federal Highway funds then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

iii. Expenditure of \$1,000,000 or more-Multiple Funding Sources

If the Local Agency expends \$1,000,000 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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