

Project #: BRO M400-007 (19743)

AMENDMENT

Amendment No.:	Original Agreement Routing No.:	Amendment Routing No.:
1	15 HA4 71251	TBD

1) PARTIES

This Amendment to the above-referenced Original Agreement (hereinafter called the "Agreement") is entered into by and between Town of Erie (hereinafter called the "Local Agency"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the DEPARTMENT OF TRANSPORTATION, (hereinafter called "CDOT").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Parties entered into the Agreement for the design and construction of a bridge rehabilitation of the bridge on County Road 5 crossing Sullivan Ditch..

The Parties now desire to add project funds in the amount of \$85,250.00, raising the total budget cost from \$198,750.00 to \$230,520.00. The additional funds are encumbered under the Construction Phase, raising the total Construction encumbrance from \$145,270.00 to \$230,520.00.

4) CONSIDERATION – COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Agreement and any modification thereto were effective) as part consideration for this Amendment.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS

The Agreement and all prior amendments thereto, if any, are modified as follows:

Exhibit C-2

Exhibit C-1 to the Basic Contract shall be removed and replaced in its entirety by Exhibit C-2 attached hereto and incorporated herein by this reference. All references in the Basic Contract to Exhibit C-1 shall be replaced by Exhibit C-2.

7) EFFECTIVE DATE OF AMENDMENT

This Amendment shall take effect on the Effective Date.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Agreement or any amendment shall always control other provisions in the Agreement or any amendments.

9) AVAILABLE FUNDS

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS INTERGOVERNMENT AGREEMENT

*** Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">LOCAL AGENCY Town of Erie</p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR</p> <p>By _____ Joshua Laipply, P.E., Chief Engineer (For) Shailen P. Bhatt, Executive Director</p> <p>Date: _____</p>
<p style="text-align: center;">Additional Local Agency Signature (If Necessary)</p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By _____ Assistant Attorney General</p> <p>Date: _____</p>

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

<p>STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Colorado Department of Transportation</p> <p>Date: _____</p>

30. EXHIBIT C-2 – FUNDING PROVISIONS

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be **\$284,000.00** which is to be funded as follows:

1 BUDGETED FUNDS			
a. Federal Funds (80.00% of Participating Costs – BRO)			\$227,200.00
b. Local Agency Matching Funds (20.00% of Participating Costs)			\$56,800.00
TOTAL BUDGETED FUNDS			\$284,000.00
2 ESTIMATED CDOT-INCURRED COSTS			
a. Federal Share (0% of Participating Costs)			\$0.00
b. Local Share			
Local Agency Share of Participating Costs	\$0.00		
Local Agency Share of Non-Participating Costs	\$0.00		
Estimated to be Billed to Local Agency			\$0.00
TOTAL ESTIMATED CDOT-INCURRED COSTS			\$0.00
3 ESTIMATED PAYMENT TO LOCAL AGENCY			
a. Federal Funds Budgeted (1a)			\$227,200.00
Less Estimated Federal Share of CDOT-Incurred Costs			
b. (2a)			\$0.00
c. State Funds Budgeted (1c)			\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY			\$227,200.00
4 FOR CDOT ENCUMBRANCE PURPOSES			
Net to be encumbered as follows:			\$284,000.00
WBS Element 19743.10.30	Design	3020	\$53,480.00
WBS Element 19743.20.10	Construc.	3301	\$230,520.00

B. Matching Funds

The matching ratio for the federal participating funds for this Work is 80.00% federal-aid funds (CFDA #20 2050) to 20.00% Local Agency and State funds, it being understood that such ratio applies only to the \$284,000.00 that is eligible for federal participation, it being further understood that all non-participating

costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$284,000.00 and additional federal funds are made available for the Work, the Local Agency shall pay 20.00% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$284,000.00, then the amounts of State and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$227,200.00 (For CDOT accounting purposes, the federal funds of \$227,200.00 and Local Agency matching funds of \$56,800.00 will be encumbered for a total encumbrance of \$284,000.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the Parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the local agency's awarded contract is less than the budgeted total of the federal participating funds and the local Option Letter as described in Section 7 A of this contract.

D. Single Audit Act Amendment

All state and local government and non-profit organization Sub-The Local Agencies receiving more than \$750,000 from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes, shall comply with the audit requirements of OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to Sub-The Local Agencies receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Sub-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 exceeding than \$750,000-Highway Funds Only

If the Sub-The Local Agency expends more than \$750,000 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 exceeding than \$750,000-Multiple Funding Sources

If the Sub-The Local Agency expends more than \$750,000 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.