

<p>LOCAL AGENCY (3rd Signature if Necessary)</p> <hr/> <p>Signature</p> <hr/> <p>By: (Print Name and Title)</p> <p>Date: _____</p>	<p>LOCAL AGENCY (4th Signature if Necessary)</p> <hr/> <p>Signature</p> <hr/> <p>By: (Print Name and Title)</p> <p>Date: _____</p>
<p>LOCAL AGENCY (5th Signature if Necessary)</p> <hr/> <p>Signature</p> <hr/> <p>By: (Print Name and Title)</p> <p>Date: _____</p>	<p>LOCAL AGENCY (6th Signature if Necessary)</p> <hr/> <p>Signature</p> <hr/> <p>By: (Print Name and Title)</p> <p>Date: _____</p>

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.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Department of Transportation</p> <p>Amendment Effective Date: _____</p>

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 Broadway & Highlands Ranch Parkway Intersection Project. The Parties now desire to increase funding, update the scope of work, and update the Local Agency Contract Administration Checklist.

5) MODIFICATIONS

- a) Increase funding from \$1,250,000.00 to \$4,000,000.00.
- b) Exhibit A shall be replaced with the attached Exhibit A-1. Any reference in the Original Agreement to Exhibit A shall be a reference to Exhibit A-1.
- c) Exhibit C shall be replaced with the attached Exhibit C-1. Any reference in the Original Agreement to the prior Exhibit C shall be a reference to Exhibit C-1.
- d) Exhibit E shall be replaced with the attached Exhibit E-1. Any reference in the Original Agreement to Exhibit E shall be a reference to Exhibit E-1.

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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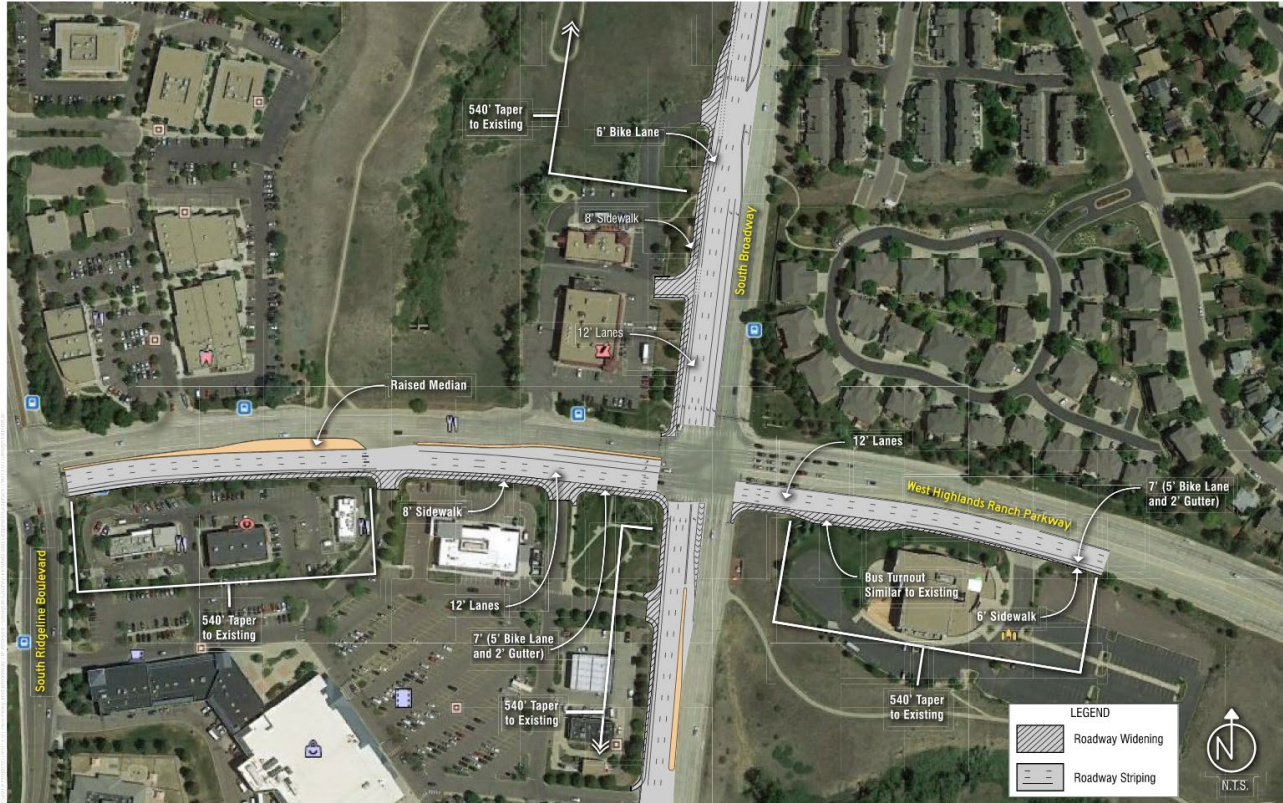
EXHIBIT A-1

SCOPE OF WORK

Name of Project: Broadway & Highlands Ranch Parkway Intersection
Project Number: SHO 0852-119
SubAccount #: 24333

The proposed project includes improvements focused on intersection safety and operations through the addition of a second left turn lane for the southbound Broadway to eastbound Highlands Ranch Parkway movement, adding a third through lane to eastbound Highlands Ranch Parkway to match the typical section on either side of the intersection, and reconstructing the traffic signal to accommodate the new lane configurations and larger intersection footprint.

To construct the additional southbound Broadway to eastbound Highlands Ranch Parkway left turn, Broadway will be widened to the west to accommodate the dual left turn configuration. Highlands Ranch Parkway will be widened to the south to accommodate the additional through lane to eliminate the unexpected configuration that causes the inside through lane to become an eastbound Highlands Ranch Parkway to northbound Broadway left turn lane. This work will occur on both the west and east legs of the intersection to allow for the lanes to transition smoothly back to the full corridor typical section.



If ARPA funds are used, all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

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.**

For all federally funded projects, the systems engineering analysis (SEA) process is required per 23 CFR 940. The local agency will be required to complete this form. The form shall be submitted to the CDOT PM, and to the CDOT ITS team at cdot_its_support@state.co.us. The SEA is the project delivery process for the technology element of the project. If the project does not have technology, the project still needs documentation that the scope was evaluated, and no additional SEA documentation is required beyond section two of this form.

EXHIBIT C-1 - FUNDING PROVISIONS

Douglas County Government - SHO- 0852-119 (24333)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be \$4,000,000.00, which is to be funded as follows:

1. FUNDING

a. Federal Funds (90% of HSIP Award)	\$3,600,000.00
b. Local Agency Funds (10% of HSIP Award)	\$400,000.00

TOTAL FUNDS ALL SOURCES	\$4,000,000.00
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2. OMB UNIFORM GUIDANCE

a. Federal Award Identification Number (FAIN):	TBD
b. Name of Federal Awarding Agency:	FHWA
c. Local Agency Unique Entity Identifier	LXE5XEA44AH6
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):	\$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a. Federal Funds Budgeted	\$3,600,000.00
b. Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	90%	\$3,600,000.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	10%	\$400,000.00
TOTAL PROJECT ESTIMATED FUNDING	100%	\$4,000,000.00

4. FOR CDOT ENCUMBRANCE PURPOSES

a. Total Encumbrance Amount (Federal funds + Local Agency funds)	\$4,000,000.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	\$4,000,000.00
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Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

Design 3020 WBS Element 24333.10.30	Performance Period Start*/End Date TBD-TBD	\$0.00
Const. 3301 WBS Element 24333.20.10	Performance Period Start*/End Date TBD-TBD	\$0.00

* 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 90% federal funds to 10% Local Agency funds, and this ratio applies only to the \$4,000,000.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$4,000,000.00, and additional federal 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 \$4,000,000.00, then the amounts of Local Agency and federal 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 \$3,600,000.00. For CDOT accounting purposes, the federal funds of \$3,600,000.00 and the Local Agency funds of \$400,000.00 will be encumbered for a total encumbrance of \$4,000,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is \$4,000,000.00, 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.

Acronyms:

Colorado Department of Transportation - CDOT

Disadvantaged Business Enterprise - DBE

Colorado Department of Transportation - CDOT

Disadvantaged Business Enterprise - DBE

Equal Employment Opportunity - EEO

Federal Highway Administration - FHWA

Field Inspection Review - FIR

Final Office Review - FOR

Hot Mix Asphalt - HMA

Independent Assurance Testing - IAT

Intergovernmental Agreement - IGA

Local Agency - LA

Local Agency Web Resource - LAWR

Not Applicable - N/A

Number - No.

On-The-Job - OJT

Plans, Specifications, and Estimate - PS&E

Professional Engineer - PE

Right-of-Way - ROW

Statewide Transportation Improvement Program - STIP

Transportation Improvement Program - TIP

TIP / STIP Long-Range Plans

LAWR	No.	Description of Task
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto

Responsible Party

LA CDOT

Subrecipient Monitoring

LAWR	No.	Description of Task
	3.1	Preparation of Subrecipient Monitoring Compliance Documents <ul style="list-style-type: none">• Subrecipient Determination Tool• Subrecipient Risk Assessment• Subrecipient Notification Letter• Subrecipient Project Update Report (Formerly “Performance Report to CDOT”)• CDOT Monitoring Report of Subrecipients (If applicable)

Responsible Party

LA CDOT

Federal Funding Obligation and Authorization

LAWR	No.	Description of Task
	4.1	Authorize funding by phases (Requires FHWA Concurrence if Federal-aid Highway funded project.). Please check N/A, if Not applicable.

Responsible Party

LA CDOT

Project Development

LAWR	No.	Description of Task
	5.1	Determine Delivery Method
1	5.2	Prepare Design Data - CDOT Form 463
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement <ul style="list-style-type: none">• Project Development• Construction Contract Administration (including Fabrication Inspection Services)
3,3A	5.5	Conduct Design Scoping Review Meeting
3,6	5.6	Conduct Public Involvement

Responsible Party

LA CDOT

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)		
4	5.8	Conduct Environmental Process (may require FHWA concurrence /involvement)		
5	5.9	Acquire Right-of-Way (may require FHWA concurrence /involvement)		
3	5.10	Obtain Utility and Railroad Agreements		
3	5.11	Conduct Final Office Review (FOR)		
3A	5.12	Justify Force Account Work by the Local Agency		
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items		
3	5.14	Document Design Exceptions - CDOT Form 464		
	5.15	Seek Permission for use of Guaranty and Warranty Clauses		
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals		
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work		
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed		
	5.21	Ensure Authorization of Funds for Construction		
	5.22	Use Electronic Signatures		
	5.23	File Project Development Records/Documentation in ProjectWise (PW)		

Project Development Civil Rights and Labor Compliance

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office)		
	6.2	Determine Applicability of Davis-Bacon Act This project is is not exempt from Davis-Bacon Requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.)		
		CDOT Resident Engineer		Date

Construction Management

Responsible Party

LAWR	No.	Description of Task	Responsible Party	
			LA	CDOT
8		Intro File Project Construction Records/Documentation in PW or as Directed		
8	8.1	Issue Notice to Proceed to the Contractor		
8	8.2	Project Safety		
8	8.3	Conduct Conferences <ul style="list-style-type: none"> • Preconstruction Conference (Appendix B) <ul style="list-style-type: none"> ○ Fabrication Inspection Notifications • Pre-Survey <ul style="list-style-type: none"> ○ Construction Staking ○ Monumentation • Partnering (Optional) • Structural Concrete Pre-Pour (Agenda is in the CDOT Construction Manual) • Concrete Pavement Pre-Paving (Agenda is in the CDOT Construction Manual) • HMA Pre-Paving (Agenda is in the CDOT Construction Manual) 		
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents		
9	8.5	Supervise Construction A Professional Engineer (PE) registered in Colorado, who will be “in responsible charge of construction supervision” Local Agency Professional Engineer or CDOT Resident Engineer		Phone Number
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications Construction inspection and documentation (including Projects with structures) Fabrication Inspection and Documentation		
9	8.6	Review and Approve Shop Drawings		
9	8.7	Perform Traffic Control Inspections		
9	8.8	Perform Construction Surveying		
9	8.9	Monument Right-of-Way		

			Responsible Party	
			LA	CDOT
LAWR	No.	Description of Task		
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task.		
		Local Agency Representative		Phone Number
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings		
9B	8.12	Prepare and Authorize Change Orders		
9B	8.13	Submit Change Order Package to CDOT		
9A	8.14	Prepare Local Agency Reimbursement Requests		
9	8.15	Monitor Project Financial Status		
9	8.16	Prepare and Submit Monthly Progress Reports		
9	8.17	Resolve Contractor Claims and Disputes		
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task.		
		CDOT Resident Engineer		Phone Number
9	8.19	Ongoing Oversight of DBE Participation		

Materials

			Responsible Party	
			LA	CDOT
LAWR	No.	Description of Task		
9,9C	9.1	Discuss Materials at Pre-Construction Meeting <ul style="list-style-type: none"> • Buy America documentation required prior to Installation of steel • Buy America, Build America documentation required prior to installation of materials 		

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record <ul style="list-style-type: none"> • Generate form, which includes determining the Minimum number of required tests and applicable Material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed 		
9C	9.3	Perform Project Acceptance Samples and Tests		
9C	9.4	Perform Laboratory Acceptance Tests		
9C	9.6	Accept Manufactured Products <p>Inspection of structural components:</p> <ul style="list-style-type: none"> • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0” to 6” or greater) • Fabrication of bearing devices 		
9C	9.6	Approve Sources of Materials		
9C	9.7	Independent Assurance Testing (IAT) <p>Local Agency Procedures CDOT Procedures</p> <ul style="list-style-type: none"> • Generate IAT schedule • Schedule and provide notification • Conduct IAT 		
9C	9.8	Approve mix designs <ul style="list-style-type: none"> • Concrete • Hot Mix Asphalt 		
9C	9.9	Check Final Materials Documentation		
9C	9.10	Complete and Distribute Final Materials Documentation		

Construction Civil Rights and Labor Compliance

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements		

			Responsible Party	
			LA	CDOT
LAWR	No.	Description of Task		
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 - Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.		
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280		
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements.		
9	10.5	Conduct Interviews when Project Utilizes On-the-Job Trainees. <ul style="list-style-type: none"> Complete CDOT Form 1337 - Contractor Commitment to Meet OJT Requirements. Complete CDOT Form 838 - OJT Trainee / Apprentice Record. Complete CDOT Form 200 - OJT Training Questionnaire. 		
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training requirements)		
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report		
	10.8	Contract Compliance and Project Site Reviews		

Finals

			Responsible Party	
			LA	CDOT
LAWR	No.	Description of Task		
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable		
10	11.2	Write Final Project Acceptance Letter		
10	11.3	Advertise for Final Settlement		
11	11.4	Prepare and Distribute Final As-Constructed Plans		
11	11.5	Prepare EEO Certification and Collect EEO Forms		
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications		
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)		
	11.8	Review CDOT Form 1419		
	11.9	Submit CDOT Professional Services Closeout Report Form		

LAWR	No.	Description of Task	Responsible Party	
			LA	CDOT
	11.10	Complete and Submit CDOT Form 1212 LA - Final Acceptance Report (by CDOT)		
11	11.11	Process Final Payment		
	11.12	Close out Local Project		
	11.13	Complete and Submit CDOT Form 950 - Project Closure		
11	11.14	Retain Project Records		
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist		

Cc: CDOT Resident Engineer/Project Manager
 CDOT Region Program Engineer
 CDOT Region Civil Rights Office

CDOT Region Materials Engineer
 CDOT Contracts and Market Analysis Branch
 Local Agency Project Manager