

STATE OF COLORADO AMENDMENT

Amendment #: 1

Project #: MTF M086-087 (24023)

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		Amendment Routing Number 21-HA2-XC-00118-M0002
Local Agency CITY OF PUEBLO		Original Agreement Routing Number 21-HA2-XC-00118
Agreement Maximum Amount	\$2,600,000.00	Agreement Performance Beginning Date August 20, 2021
		Initial Agreement Expiration Date June 01, 2031

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.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Stephen Harelson, P.E., Chief Engineer Date: _____	
LOCAL AGENCY CITY OF PUEBLO _____ Signature _____ By: (Print Name and Title) Date: _____	LOCAL AGENCY (2nd Signature if Necessary) _____ Signature _____ By: (Print Name and Title) 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 Effective Date: _____
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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 this agreement for the design and construction of Prairie Avenue Improvements. The Parties now wish to amend the contract to add ROW Acquisition 3111 funding of \$96,000.00. The total budgeted funds remain \$2,600,000.00. The Funding Provisions are updated through a new **Exhibit C-1**, which is attached hereto.

5) MODIFICATIONS

The Parties now desire to:

- a) Add ROW Acquisition 3111 of \$96,000.00;
- b) Replace **Exhibit C**, Funding Provisions, with **Exhibit C-1**, which is attached hereto. Any reference in the Agreement to **Exhibit C** shall be a reference to **Exhibit C-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 C-1 - FUNDING PROVISIONS

Pueblo MTF M086-087 (24023)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$2,600,000.00, which is to be funded as follows:

1.	a.	State Funds (50% of MMOF Award)	\$1,300,000.00
	b.	Local Agency Matching Funds (50% of MMOF Award)	\$1,300,000.00
TOTAL BUDGETED FUNDS			\$2,600,000.00
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2. ESTIMATED PAYMENT TO LOCAL AGENCY			
	a.	State Funds Budgeted	\$1,300,000.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY			\$1,300,000.00
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4. FOR CDOT ENCUMBRANCE PURPOSES			
	a.	Total Encumbrance Amount (Only CDOT funds are encumbered)	\$1,300,000.00
	b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109 State 50% of ROW	\$48,000.00 \$48,000.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS			\$1,252,000.00

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit D) or formal Amendment.

WBS Element 24023.10.30	Performance Period Start*/End Date	Design 3020	\$0.00
	N/A- N/A		
WBS Element 24023.20.10	Performance Period Start*/End Date	Const. 3301	\$0.00
	N/A- N/A		

*The Local Agency 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. Matching Funds

The matching ratio for the State funds for this Work is 50% State funds to 50% Local Agency funds, and this ratio applies only to the \$2,600,00.00 that is eligible for State funds. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$2,600,000.00, and additional State funds are available for the Work, the Local Agency shall pay 50% of all such costs eligible for State funds and 100% of all other costs. If additional 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 \$2,600,000.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described herein. **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 \$1,252,000.00 (State funds of \$1,300,000.00 minus State share of ROW of \$48,000.00). For CDOT accounting purposes, the State funds of \$1,252,000.00 but the Local Agency funds of \$1,300,000.00 minus Local Agency share of ROW of \$48,000.00 will NOT be encumbered. The total budget of this project is \$2,600,000.00, 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 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 State funds and the Local Agency matching funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 6 of this contract. **This applies to the entire scope of Work.**