

CONTRACT AMENDMENT

Amendment #1	Original Contract CMS or CLIN # 09HAA 00062	Amendment CMS # 10 HAA 15512 PO 271000883
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09-275-A

1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between THE CITY AND COUNTY OF DENVER (hereinafter called "Contractor" 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 Contract for the expansion of the Denver ITS system.

4) CONSIDERATION

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.

5) LIMITS OF EFFECT

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

6) MODIFICATIONS.

The Amendment and all prior amendments thereto, if any, are modified as follows: Add funding by modifying Recital 1, Section 5 and Exhibit C, and revise Exhibit A (Scope of Work).

a. Recital 1

Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function 3404, GL Acct. 4231200011, WBS Element 16587.10.50, (Contract Encumbrance Amount: \$915,200.00).

b. Section 5

The maximum amount payable to the Local Agency under this contract shall be \$729,000.00.

c. Exhibit C

Exhibit C shall be deleted and replaced in its entirety by Exhibit C-1 attached.

7) START DATE

This Amendment shall take effect upon the date of the State Controller's Signature.

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 Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract 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.

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SIGNATURE PAGE

Agreement Routing Number 10 HAA 15512

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

**LOCAL AGENCY:
CITY AND COUNTY OF DENVER
Vendor # 2000018**

JOHN W. HICKENLOOPER, MAYOR

**LOCAL AGENCIES:
(a Local Agency seal or attestation is required)**

*Signature

Attest (Seal) By _____
STEPHANIE Y. O'MALLEY
Clerk and Recorder, Ex-Officio Clerk
of The City and County of Denver

APPROVED AS TO FORM:
City Attorney for the CITY AND COUNTY OF DENVER

By _____

RECOMMENDED AND APPROVED:

By *Sally B. Stone*
Manager of Public Works

REGISTERED AND COUNTERSIGNED:

By _____
Manager of Finance

CONTRACT CONTROL NUMBER PC11006-1

By _____
Dennis Gallagher, Auditor

**STATE OF COLORADO
Bill Ritter, Jr. GOVERNOR
Department of Transportation**

By: _____
Pamela Hutton, CDOT Chief Engineer

**LEGAL REVIEW
John W. Suthers, Attorney General**

By: _____
Signature - Assistant Attorney General

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

**STATE CONTROLLER
David J. McDermott, CPA**

A. By: _____

Department of Transportation

Date: _____

EXHIBIT C-1 – FUNDING PROVISIONS

Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$921,940.00 which is to be funded as follows:

1 BUDGETED FUNDS			
a. Federal Funds			\$729,000.00
	(82.79% of Participating Costs)		
b. Local Matching Funds			\$151,541.00
	(17.21% of Participating Costs)		
c. Local Overmatch			\$34,659.00
TOTAL BUDGETED FUNDS			\$915,200.00
2 ESTIMATED CDOT-INCURRED COSTS			
a. Federal Share			\$0.00
b. Local Agency Share			\$0.00
TOTAL ESTIMATED CDOT-INCURRED COSTS			\$0.00
3 ESTIMATED PAYMENT TO LOCAL AGENCY			
a. Federal Funds Budgeted (1a & 1b)			\$729,000.00
b. Less Estimated Federal Share of CDOT-Incurred Costs (2a)			\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY			\$729,000.00
FOR CDOT ENCUMBRANCE PURPOSES			
Total Encumbrance Amount			\$915,200.00
Less ROW Acquisition 3111 and/or ROW Relocation 3109			\$0.00
Net to be encumbered as follows:			\$915,200.00
	WBS Element 16587.10.50	Misc	3404
			\$915,200.00

A. Matching Funds

The matching ratio for the federal participating funds for this Work is 82.79% federal-aid funds (CFDA #20 2050) to 17.21% Local Agency Matching Funds, it being understood that such ratio applies only to the \$880,541.00 [\$729,000.00 of Federal funds plus \$151,541.00 of Local Matching funds] 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 \$880,541.00, and additional federal funds are made available for the Work, the Local Agency shall pay 0% 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 \$880,541.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein.

B. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$729,000.00 (For CDOT accounting purposes, the federal funds of \$729,000.00, the Local Agency Matching Funds \$151,541.00 and the Local Overmatching funds of \$34,659.00 will be encumbered for a total encumbrance of \$915,200.00), 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.

C. Single Audit Act Amendment

All state and local government and non-profit organization Sub-The Local Agencies receiving more than \$500,000 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:

Expenditure less than \$500,000

If the Sub-The Local Agency expends less than \$500,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

Expenditure exceeding than \$500,000-Highway Funds Only

If the Sub-The Local Agency expends more than \$500,000 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.

Expenditure exceeding than \$500,000-Multiple Funding Sources

If the Sub-The Local Agency expends more than \$500,000 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.

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.