

STATE OF COLORADO AMENDMENT

Amendment #: 2

Project #: STU M245-013 (22285)

SIGNATURE AND COVER PAGE

| | | |
|---|----------------|---|
| State Agency Department of Transportation | | Amendment Routing Number 21-HA1-XC-03176-M0002 |
| Local Agency CITY OF COMMERCE CITY | | Original Agreement Routing Number 21-HA1-XC-03176 |
| Agreement Maximum Amount | \$8,880,000.00 | Agreement Performance Beginning Date May 17, 2021 |
| | | Initial Agreement expiration date November 18, 2030 |

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 _____ Keith Stefanik, P.E., Chief Engineer Date: _____ | |
| <p style="text-align: center;">LOCAL AGENCY CITY OF COMMERCE CITY</p> _____ By: Benjamin A. Huseman, Mayor Date: _____ | <p style="text-align: center;">LOCAL AGENCY</p> _____ Attested By: Dylan A. Gibson, City Clerk Date: _____ _____ Approved as to Form By: John-Patrick Sansom, Assistant City Attorney 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: _____ |
|--|

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 an agreement on May 17, 2021, for the widening of 88th Avenue in Commerce City, Colorado. Now the parties wish to amend the Original Agreement's SOW, Funding Provisions, and Local Agency Contract Administration Checklist.

5) MODIFICATIONS

a) The total budgeted funds are increased from \$4,000,000.00 by \$4,800,000.00 to a new total budgeted funds of \$8,800,000.00. The new funding breakdown is as follows:

- i. \$4,000,000.00 is from a federal STBG award of \$4,000,000.00. This award is federal funds of \$3,000,000.00 and Local Agency funds of \$1,000,000.00
- ii. \$1,800,000.00 is from a new federal TAP award of \$1,800,000.00. This award is federal funds of \$1,440,000.00 and Local Agency funds of \$360,000.00
- iii. \$3,000,000.00 is from a new State MMO award of \$4,800,000.00. This award is State funds of \$2,400,000.00 and Local Agency funds of \$600,000.00 + TAP Award noted in ii., above; and

b) Exhibit C-2 shall be replaced by Exhibit C-3. Any reference in the Original Agreement to Exhibit C, Exhibit C-1, or Exhibit C-2 shall be a reference to Exhibit C-3.

c) Exhibit A shall be replaced by Exhibit A-1. Any reference in the Original Agreement to Exhibit A shall be a reference to Exhibit A-1.

d) Exhibit E shall be replaced by 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: E. 88th Ave Multimodal Improvements Construction
Project Number: STU M245-013
SubAccount #: 22285

Construction of the multimodal components of the E. 88th Ave Widening Project—the sidewalk and multiuse path—with subgrade, grading, lighting, crosswalks, and bridge crossing elements of the sidewalk and multiuse path—and a signalized intersection at Rosemary Street.

This project will complete the following scope and specific elements along E. 88th Avenue:

- Widen 88th Avenue from 2 lanes to 4 lanes west of Rosemary Street and from 2 lanes to 3 lanes east of Rosemary Street with appropriate turn lanes and median.
- Replace an aging bridge over the O’Brian Canal.
- Upgrade the traffic signal at the intersection of 88th Avenue with Rosemary Street and interconnect/coordinate all signals between I-76 (both sets of ramps) and Highway 2.
- Construct sidewalks on one side of the road and a multiuse trail on the other to accommodate bikes and pedestrians as recommended in the City's adopted” Walk.Bike.Fit” Plan.
- Implement the 60-inch storm sewer planned by Mile High Flood District (MHFD) for the Irondale Outfall Systems Plan Conceptual Design Report dated September 2011.

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.**

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EXHIBIT C-3 - FUNDING PROVISIONS

City of Commerce City- Project # STU M245-013 (22285)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$8,800,000.00 which is to be funded as follows:

| | | |
|--|--|----------------------------|
| 1. FUNDING | | |
| STBG | | |
| a. | Federal Funds (75% of STBG Award) | \$3,000,000.00 |
| b. | Local Agency Funds (25% of STBG Award) | \$1,000,000.00 |
| TAP | | |
| c. | Federal Funds (80% of TAP Award) | \$1,440,000.00 |
| d. | Local Agency Funds (20% of TAP Award) | \$360,000.00 |
| MMO | | |
| e. | State Funds (50% of MMO Award of \$4,800,000.00) | \$2,400,000.00 |
| f. | Local Agency Funds (50% of MMO Award is Total TAP Award + Local Agency MMO Award) | \$600,000.00 |
| TOTAL FUNDS ALL SOURCES | | \$8,800,000.00 |
| 2. OMB UNIFORM GUIDANCE | | |
| a. | Federal Award Identification Number (FAIN): | TBD |
| b. | Name of Federal Awarding Agency: | FHWA |
| c. | Local Agency Unique Entity Identifier | KS2GKPTZN997 |
| 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): | \$1,875,000.00 |
| 3. ESTIMATED PAYMENT TO LOCAL AGENCY | | |
| a. | Federal Funds Budgeted | \$4,440,000.00 |
| b. | State Funds Budgeted | \$2,400,000.00 |
| c. | Less Estimated Federal Share of CDOT-Incurred Costs | \$0.00 |
| TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY | | 78% \$6,840,000.00 |
| TOTAL ESTIMATED FUNDING BY LOCAL AGENCY | | 22% \$1,960,000.00 |
| TOTAL PROJECT ESTIMATED FUNDING | | 100% \$8,800,000.00 |
| 4. FOR CDOT ENCUMBRANCE PURPOSES | | |
| TAP/STBG Funds | | |
| a. | Total Encumbrance Amount (Federal + Local Agency Funds) | \$5,800,000.00 |
| b. | Less ROW Acquisition 3111 and/or ROW Relocation 3109 | \$1,500,000.00 |
| | Federal 75% of ROW | \$1,125,000.00 |
| | Local Agency 25% of ROW | \$375,000.00 |
| MMO Funds | | |
| a. | Total Encumbrance Amount (Only State funds are encumbered) | \$2,400,000.00 |
| b. | Less ROW Acquisition 3111 and/or ROW Relocation 3109 | \$0.00 |

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS

\$6,700,000.00

Note: Only \$2,500,000.00 in design funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

| STBG/TAP Award | | | |
|-------------------------|--|-------------|----------------|
| WBS Element 22285.10.30 | Performance Period Start*/End Date <i>(Federal 75% of Design \$1,875,000.00 / Local Agency 25% of Design \$625,000.00)</i> 6/10/2021- 11/30/2023 | Design 3020 | \$2,500,000.00 |
| WBS Element 22285.20.10 | Performance Period Start*/End Date TBD- TBD | Const. 3301 | \$0.00 |
| MMO Award | | | |
| WBS Element 22285.20.10 | Performance Period Start*/End Date N/A - N/A | Const. 3301 | \$0.00 |

* For TAP/STBG Federal Funds, 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.

** For MMO State Funds, 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 these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal & State funds for this Work is 78% federal & State funds to 22% Local Agency funds, and this ratio applies only to the \$8,800,000.00 that is eligible for federal & State funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$8,800,000.00, and additional federal & 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 \$8,800,000.00, then the amounts of Local Agency 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 under this Agreement shall be \$5,715,000.00 (federal & State funds of \$6,840,000.00 minus federal share of ROW of \$1,125,000.00). For CDOT accounting purposes, the federal funds of \$3,315,000.00, the State funds of \$2,400,000.00 and the Local Agency funds of \$985,000.00 (Local Agency funds of \$1,360,000.00 minus Local Agency share of ROW of \$375,000.00) will be encumbered, but the Local Agency funds of \$600,000.00 will not be encumbered for a total encumbrance of \$6,700,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this project is \$8,800,000.00, 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 federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **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.

Exhibit E-1

Local Agency Contract Administration Checklist

| | | | |
|---|---|-----------------------|--------------------|
| COLORADO DEPARTMENT OF TRANSPORTATION | | | |
| LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST | | | |
| Project No. STU M245-013 | STIP No. SR17012.061 | Project Code 22285 | Region R-1 |
| Project Location 88 th Ave Widening: I-76 to Highway 2 | | | Date 06/14/2023 |
| Project Description Widening 88 th Ave from two to four lanes with appropriate turn lanes and median Upgrading the traffic signal at the E. 88th Avenue and Rosemary Street intersection Building sidewalks along the roadway and providing bike lanes | | | |
| Local Agency Commerce City | Local Agency Project Manager Mark Winnen | | |
| CDOT Resident Engineer Adam Parks | CDOT Project Manager Thanh Ly | | |
| INSTRUCTIONS: | | | |
| <p>This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the <i>CDOT Local Agency Desk Reference (Local Agency Manual)</i>. LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource.</p> <p>The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve.</p> <p>Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.</p> <p>The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.</p> <p>Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.</p> | | | |

| LA WR | NO. | DESCRIPTION OF TASK | RESPONSIBLE PARTY | |
|---|-----|---|-------------------|----------|
| | | | LA | CDOT |
| TIP / STIP AND LONG-RANGE PLANS | | | | |
| | 2.1 | Review Project to ensure it is consistent with Statewide Plan and amendments thereto | | X |
| FEDERAL FUNDING OBLIGATION AND AUTHORIZATION | | | | |
| | 4.1 | Authorize funding by phases (Requires FHWA concurrence/involvement if Federal-aid Highway funded project.). <i>Please write in "NA", if Not Applicable.</i> | | x |
| PROJECT DEVELOPMENT | | | | |
| 1 | 5.1 | Prepare Design Data - CDOT Form 463 | X | |
| | 5.2 | Determine Delivery Method | X | |
| | 5.3 | Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3) | | X |
| 2 | 5.4 | Conduct Consultant Selection/Execute Consultant Agreement | X | # |
| | | <ul style="list-style-type: none"> • Project Development • Construction Contract Administration (including Fabrication Inspection Services) | X | # |
| 3,3A | 5.5 | Conduct Design Scoping Review Meeting | X | X |
| 3,6 | 5.6 | Conduct Public Involvement | X | |
| | | | | |

Exhibit E-1

Local Agency Contract Administration Checklist

| LA WR | NO. | DESCRIPTION OF TASK | RESPONSIBLE PARTY | |
|--|------|---|-------------------|------|
| | | | LA | CDOT |
| 3 | 5.7 | Conduct Field Inspection Review (FIR) | X | # |
| 4 | 5.8 | Conduct Environmental Processes (may require FHWA concurrence/involvement) | X | # |
| 5 | 5.9 | Acquire Right-of-Way (may require FHWA concurrence/involvement) | X | |
| 3 | 5.10 | Obtain Utility and Railroad Agreements | X | # |
| 3 | 5.11 | Conduct Final Office Review (FOR) | X | # |
| 3A | 5.12 | Justify Force Account Work by the Local Agency | X | # |
| 3B | 5.13 | Justify Proprietary, Sole Source, or Local Agency Furnished Items | X | # |
| 3 | 5.14 | Document Design Exceptions - CDOT Form 464 | X | # |
| | 5.15 | Seek Approval of Guaranty and Warranty Clauses | X | # |
| | 5.16 | Justify Colorado Residency Labor Preference | X | # |
| | 5.17 | Seek Approval of Specifications on Local Agency Projects | X | # |
| 3 | 5.18 | Prepare Plans, Specifications, Construction Cost Estimates and Submittals | X | |
| | 5.19 | Comply with Requirements for Off-and On-System Bridges & Other Structural Work | X | # |
| | 5.20 | Update Approvals on PS&E Package if Project Schedule Delayed | X | # |
| | 5.21 | Ensure Authorization of Funds for Construction | | X |
| | 5.22 | Use Electronic Signatures | X | |
| | 5.23 | File Project Records/Documentation in ProjectWise | | X |
| PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE | | | | |
| 3 | 6.1 | Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist). | | X |
| | 6.2 | Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> 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.) Adam Parks 7/24/2023 _____ CDOT Resident Engineer Date | | X |
| | 6.3 | Set On-the-Job Training Goals (CDOT Region EEO/Civil Rights Specialist) "NA", if Not Applicable | | X |
| | 6.4 | Enforce Prompt Payment Requirements | | X |
| | 6.5 | Use Electronic Tracking and Submission Systems – B2Gnow <input checked="" type="checkbox"/> LCPtracker <input checked="" type="checkbox"/> | | |
| 3 | 6.6 | Prepare/submit Title VI Plan and Incorporate Title VI Assurances | X | |
| 6,7 | | Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer) | X | # |
| ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS | | | | |
| Federal Project (use 7.1 series in Chapter 7) <input checked="" type="checkbox"/> Non-Federal Project (Use 7.2 series in Chapter 7) <input type="checkbox"/> | | | | |
| 6,7 | | Obtain Approval for Advertisement Period of Less Than Three Weeks; | X | # |
| 7 | | Advertise for Bids | X | # |
| 7 | | Concurrence to Advertise | | X |
| 7 | | Distribute "Advertisement Set" of Plans and Specifications | X | |
| 7 | | Review Worksite & Plan Details w/ Prospective Bidders While Project Is Under Ad | X | |
| 7 | | Open Bids | X | |
| 7 | | Process Bids for Compliance | | |
| | | Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. (Please write in "NA", if Not Applicable) | | X |
| | | Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. "NA", if Not Applicable. | | X |
| | | Submit required documentation for CDOT award concurrence | X | |

Exhibit E-1

Local Agency Contract Administration Checklist

| LA WR | NO. | DESCRIPTION OF TASK | RESPONSIBLE PARTY | |
|---|------|---|-------------------|------|
| | | | LA | CDOT |
| MATERIALS | | | | |
| 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 | X | X |
| | | | X | # |
| 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 | | X |
| | | | X | |
| | | | X | |
| 9C | 9.3 | Perform Project Acceptance Samples and Tests | X | |
| 9C | 9.4 | Perform Laboratory Verification Tests | X | |
| 9C | 9.6 | Accept Manufactured Products <p>Inspection of structural components: On-system requires CDOT Approval</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 | | |
| | | | X | # |
| | | | X | # |
| | | | X | # |
| 9C | 9.6 | Approve Sources of Materials: On-system requires CDOT Approval | X | # |
| 9C | 9.7 | Independent Assurance Testing (IAT) On-system requires CDOT Approval <p>Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input checked="" type="checkbox"/></p> <ul style="list-style-type: none"> Generate IAT schedule Schedule and provide notification Conduct IAT | | X |
| | | | X | |
| | | | X | |
| 9C | 9.8 | Approve mix designs On-system requires CDOT Approval <ul style="list-style-type: none"> Concrete Hot mix asphalt | X | # |
| | | | X | # |
| 9C | 9.9 | Check Final Materials Documentation | X | |
| 9C | 9.10 | Complete and Distribute Final Materials Documentation | X | |
| CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE | | | | |
| 9 | 10.1 | Fulfill Project Bulletin Board and Pre-Construction Packet Requirements | X | |
| 8,9 | 10.2 | Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, as applicable, and submit to EEO/Civil Rights Specialist. | X | X |
| 9 | 10.3 | Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280 | X | |
| 9 | 10.4 | Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements | X | |
| 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 | X | |
| 9 | 10.6 | Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.) | X | |
| 9 | 10.7 | Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report | X | |
| | 10.8 | Contract Compliance and Project Site Reviews | | X |
| FINALS | | | | |
| | 11.1 | Conduct Final Project Inspection. | X | X |
| 10 | 11.2 | Write Final Project Acceptance Letter | X | |
| 10 | 11.3 | Advertise for Final Settlement | X | |
| 11 | 11.4 | Prepare and Distribute Final As-Constructed Plans | X | |
| 11 | 11.5 | Prepare EEO Certification and Collect EEO Forms | X | |

Exhibit E-1

Local Agency Contract Administration Checklist

| | | | | |
|--------------|------------|---|--------------------------|-------------|
| 11 | 11.6 | Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications | X | |
| LA WK | NO. | DESCRIPTION OF TASK | RESPONSIBLE PARTY | |
| | | | LA | CDOT |
| 11 | 11.7 | Check Material Documentation and Accept Final Material Certification (See Chapter 9) | X | X |
| | 11.8 | Review CDOT Form 1419 | | X |
| | 11.9 | Submit CDOT Professional Services Closeout Report Form | | |
| | 11.10 | Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT) | X | X |
| 11 | 11.11 | Process Final Payment | X | |
| | 11.12 | Close out Local Project | X | X |
| | 11.13 | Complete and Submit CDOT Form 950 - Project Closure | | X |
| 11 | 11.14 | Retain Project Records | X | |
| 11 | 11.15 | Retain Final Version of Local Agency Contract Administration Checklist | X | X |

cc: CDOT Resident Engineer/Project Manager
 CDOT Region Program Engineer
 CDOT Region EEO/Civil Rights Specialist

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