

Statement of Work
Project: CO FLAP DEN 56(1) Access Connections to ROAR
Reimbursable Agreement No.: 6982AF18K500019

- I. Introduction: The City of Commerce City will provide funding to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) to perform preliminary engineering, construction, and construction engineering for the CO FLAP DEN 56(1) Access Connections to ROAR project. The City of Commerce City will be referred to as the Requesting Agency. CFLHD will be referred to as the Servicing Agency.
- II. Location: Located within and adjacent to the Rocky Mountain Arsenal National Wildlife Refuge in the State of Colorado
- III. Work Required: The work required will include developing contract (plans, specifications, and estimate) for the advertisement and award of a construction project to complete this work and provide contract administration and construction engineering services.

The full scope of the proposed project is to include preliminary engineering, construction and construction engineering of Segment 5: Rocky Mountain Greenway from RMA NWR Entrance to neighborhood, Segment 6: North East Corner Trail, Segment 7: 96th Avenue and Chambers Road Trailhead, and Segment 8: Henderson Hill Overlook.

This Agreement does not obligate (commit to the expenditure of) Federal funds for construction nor does it commit the parties to complete the project. This agreement documents the intent of the parties and commits the Requesting Agency to provide its share of eligible project costs. The Requesting Agency understands that any final decision as to design and construction will be made by the Programming Decisions Committee (PDC) after completion of the scoping effort and any environmental analysis required under the National Environmental Policy Act (NEPA). Any decision to proceed with the design and construction of the project will depend on the availability of appropriations and matching funds at the time of obligation and other factors, such as issues raised during the NEPA processes, a natural disaster that changes the need for the project, or a change in Congressional authorization.

Refer to Project Memorandum of Agreement for more information regarding roles and responsibilities.

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IV. Non-Federal Share of Costs: The estimated project costs are as follows:

PROJECT BUDGET FOR ALL SEGMENTS		
Item	Estimated Cost for CFLHD Performed Services	Comments
Scoping	\$42,000	Actual Costs
Preliminary Engineering (PE) and Environmental Compliance	\$400,000	
ROW Acquisition & Utility Relocation	\$0	No anticipated ROW Acquisition or Utility Relocation
Construction Contract (CN)	\$2,920,000	
Construction Engineering (CE)	\$360,000	
Contingency	\$228,000	Contingency
Total	\$3,950,000	

Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$2,140,000	54%	Maximum of 82.79% of Segments 1, 2, 3, 5, 6, 7, and 8
Federal Lands Transportation Program	\$1,360,000	34%	100% of Segment 11
City and County of Denver	\$277,000	7%	Minimum of 17.21% of Segments 1, 2, and 3. Cash contribution.
City of Commerce City	\$173,000	5%	Minimum of 17.21% of Segments 5, 6, 7, and 8. Cash contribution.
Total	\$3,950,000		

The Requesting Agency will provide non-federal local matching funds in the amount shown above in the funding table. If during implementation of the project it is determined that amount shown above in the funding table will be less than 17.21% of the total Federal Lands Access Program eligible costs required to complete the work, CFLHD and Requesting Agency will either mutually agree to reduce the scope of the project, or execute a modification to this agreement to increase the local match amount to achieve a minimum 17.21% local match amount.

V. Period of Performance: All work associated with this agreement will be completed no later than December 31, 2025.

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VI. Technical Representative: Agreement Points of Contact for this Agreement are:

James Herlyck, P.E.
Project Manager
Central Federal Lands Highway Division
Federal Highway Administration, U.S. Department of Transportation
12300 West Dakota Avenue
Lakewood, CO 80228
(720) 963-3698
james.herlyck@dot.gov

Traci Ferguson
Parks Planner
Commerce City
7887 E 60th Avenue
Commerce City, CO 80022
(303) 227 8788
tferguson@c3gov.com

VII. Roles and Responsibilities

Refer to the Project Memorandum of Agreement for additional Roles and Responsibilities.

VIII. Financial Administration:

A. **Total Agreement Amount:**
Not to exceed \$173,000

B. **Funding Citations:** 23 U.S.C. 201 and 204.

C. **Reimbursable Payment:**

CFLHD will invoice the Requesting Agency for the Total Agreement Amount upon full execution of this Agreement.

Regardless of the estimate, the Requesting Agency will provide the required match, as documented above in the Project Funding Table, of the total Federal Lands Access Program eligible costs expended on the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provide in this Agreement.

CFLHD is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the CFLHD. CFLHD shall not incur costs which result in matching funds exceeding the maximum cost stated in

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this Agreement without authorization by the Requesting Agency in the form of written modification to this agreement.

Upon receipt of the invoice of costs incurred and authorized, the Requesting Agency will issue payment via one of the methods listed below.

D. Method of Billing:

CFLHD will bill the Requesting Agency, in accordance with the payment terms and schedule as agreed upon in the Agreement.

CFLHD requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA/CFLHD-ID Agreement Number: **6982AF18K500019**

Option 1 (Preferred Method)

- Plastic card or Automatic Clearing House Payment (ACH Direct Debit)
- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

- Mail check payment to the following address for Paper Check Conversion (PCC) processing:

Make Check Payable To:
DOT FHWA

Modification # 002:
Mailing Address:
Enterprise Service Center
Federal Aviation Administration
ATTN: AMZ-324/HQ Room 181
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

- Notice to customers making payment by check:
 - When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to

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process the payment as a check transaction.

- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available 1Torn our internet site at (PCCOTC.GOV), or call toll free; at (1-800-624-137 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.

- IX. Modifications: Any modifications to the Agreement must be made in writing and agreed to by both parties. Such modifications are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.
- X. Termination: This agreement will terminate upon the date specified in Section V or upon 30 calendar days after written notification to the other party. If this agreement is terminated by either party, the Requesting Agency's liability shall extend only to pay for its share of the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by CFLHD its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination.