

**Maintenance and Operations
US-85 Highlands Ranch Pkwy to Dad Clark Gulch
Douglas County
Region 1 (JSW)**

**Routing #: 22-HA1-XC-00214
OLA #: 331002595
Project No.: STU 0852-118 (23474)**

CONTRACT

THIS CONTRACT executed, this 1/6/2022 2021, by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "State" or "CDOT", and THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, 100 Third Street, Castle Rock, CO 80104, CDOT Vendor #: 2000062, hereinafter referred to as the "County" or the "Local Agency"; CDOT and the Local Agency individually shall be referred to as "Party", and together shall be referred to as the "Parties."

RECITALS

The Project will consist of widening US-85 to eight lanes (i.e., three through-lanes plus one continuous auxiliary lane in each direction), as detailed in **Exhibit A**; and

The Parties recognize the importance and benefit to their respective systems by the County's operation and maintenance of the Project features; and

The Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations on the Project (the "Work") as shown in **Exhibit A**; and

The County is adequately staffed and suitably equipped to undertake and satisfactorily carry out its operations and maintenance responsibilities under this contract; and

Required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

This contract is executed by the State under authority of Sections 43-1-106, 43-1-110, 43-1-201, et seq., 43-2-102 and 43-2-144 C.R.S., as amended; and

The Local Agency agrees by its execution hereof that it is duly authorized to enter into this contract which authorization may be evidenced by an appropriate ordinance/resolution or authority letter. A copy of any such ordinance/resolution or authority letter may be attached as **Exhibit B**. The provision by the Local Agency to CDOT of such ordinance/resolution or authority letter is at the Local Agency's discretion.

NOW, THEREFORE, it is hereby agreed that:

I. PROJECT DESCRIPTION

The "Work" under this contract shall consist of the maintenance and operations for widening of US 85, Highlands Ranch Pkwy to Dad Clark Gulch Project.

II. CDOT COMMITMENTS

- A. The State will provide liaison with the County through the State's Region Transportation Director, CDOT Region 1, 2829 W. Howard Place, Denver, CO 80204. Said Director will also be responsible for coordinating the State's activities under this contract. State liaison will also be provided through:
Stephanie Alanis, PE II
2829 W Howard Place
Denver, CO 80204
303-919-7820
Stephanie.Alanis@state.co.us
- B. Upon the execution of this contract, CDOT shall accept maintenance responsibility for the portions of the Work identified as CDOT's area of responsibility for the Work shown in **Exhibit A**.
- C. By approving said agreement, CDOT grants the County access to enter CDOT ROW to perform maintenance duties. Though a separate access permit will not be required, notification to CDOT of a County approved and CDOT accepted Method of Handling Traffic (MHT) shall be required for work impacting traffic.

III. COUNTY COMMITMENTS

- A. The County will provide liaison with the State through:
Art Griffith, Transportation CIP Manager
100 Third Street
Castle Rock, CO 80104
303-947-8731
agriffit@douglas.co.us
- B. Upon the execution of this contract, the County shall accept maintenance responsibility for the portions of the Work identified as the County's area of responsibility for the Work shown in **Exhibit A**.
- C. The Local Agency shall, at its own cost and expense, maintain, operate, replace, and make ample provision each year for the maintenance of those portions of the Work identified as the County's area of responsibility, as shown in **Exhibit A**. Such maintenance and operations shall be in accordance with all applicable federal and state statutes and ordinances, and regulations promulgated thereunder, which define the Local Agency's obligations to maintain such improvements.
- D. Maintenance services to be performed by the County at its sole expense under this contract shall include the services shown in **Exhibit A**. By approving said agreement the County grants CDOT access to enter County ROW to perform maintenance duties.
- E. The County shall perform the maintenance services in a satisfactory manner, and in accordance with the terms of this contract, and in accordance with CRS §43-2-135, incorporated herein by reference.
- F. By approving said agreement, the County grants CDOT access to enter County ROW to perform maintenance duties. Though a separate access permit will not be required,

notification to the County of a CDOT approved and County accepted Method of Handling Traffic (MHT) shall be required for work impacting traffic.

IV. **GENERAL PROVISIONS**

- A. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both Parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.
- B. To the extent that this contract may be executed and performance of the obligations of the Parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
- C. This contract is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.
- D. Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- E. The term of this contract shall begin upon execution and shall extend for twenty-five years, unless earlier modified or terminated by written agreement of the Parties hereto.
- F. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this contract shall give or allow any such claim or right of action by any other or third person on such contract. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits under this contract be deemed to be an incidental beneficiary only.
- G. The County assures and guarantees that it possesses the legal authority to enter into this contract. The County warrants that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the County to its terms. The person(s) executing this contract on behalf of the County warrants that they have full authorization to execute this contract.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

V. SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

The Special Provisions apply to all Agreements except where noted in *italics*.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Local Agency or any of its agents or employees. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Local Agency shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Local Agency shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Local Agency harmless; requires the State to agree to binding arbitration; limits Local Agency's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24- 106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Contract and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24- 18- 201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24- 30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Local Agency in error for any reason,

including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Local Agency certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Local Agency shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Local Agency that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Local Agency (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Local Agency has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Local Agency participates in the Department program, Local Agency shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Local Agency has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Local Agency fails to comply with any requirement of this provision or

§§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Local Agency shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Local Agency, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Local Agency (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by§24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

SIGNATURE PAGE

Agreement Routing Number: 22-HA1-XC-00214

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

<p>THE LOCAL AGENCY DOUGLAS COUNTY GOVERNMENT</p> <p><i>SEE ATTACHED SIGNATURE PAGE</i></p> <p>Print: _____</p> <p>Title: _____</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, GOVERNOR</p> <p>Colorado Department of Transportation Shoshana M. Lew, Executive Director</p> <p>DocuSigned by:  AB4C0B01642B42E</p> <p>By: Stephen Harelson, Chief Engineer</p> <p>Date: <u>1/6/2022</u></p>
<p>2nd Local Agency Signature if needed</p> <p>Print: _____</p> <p>Title: _____</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p>LEGAL REVIEW Phil Weiser, Attorney General</p> <p>By: <u>N/A</u></p> <p>Signature - Assistant Attorney General</p> <p>Date: _____</p>

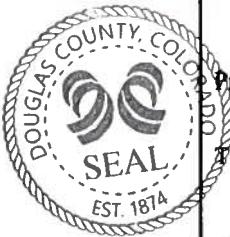
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<p>THE LOCAL AGENCY DOUGLAS COUNTY GOVERNMENT</p> <p>Print: <u>LORA L THOMAS</u></p> <p>Title: <u>Commissioner</u></p> <p><u>Lora L Thomas</u> *Signature</p> <p>Date: <u>12-14-21</u></p>	<p>STATE OF COLORADO Jared S. Polis, GOVERNOR</p> <p>Colorado Department of Transportation Shoshana M. Lew, Executive Director</p> <p>By: Stephen Harelson, Chief Engineer</p> <p>Date: _____</p>
<p>2nd Local Agency Signature if needed</p> <p>Print: <u>Kristin Handlett</u></p> <p>Title: <u>Clerk to the Board</u></p> <p><u>Kristin Handlett</u> *Signature</p> <p>Date: <u>12-14-21</u></p>	<p>LEGAL REVIEW Phil Weiser, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>



**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS by:**

DocuSigned by:

Doug Debord

DOUGLAS J. DEBORD
County Manager

Date 12/6/2021

APPROVED AS TO FISCAL CONTENT:

DocuSigned by:

Andrew Copland

Andrew Copland
Director of Finance

DATE: 12/6/2021

APPROVED AS TO LEGAL FORM:

DocuSigned by:

Chris Pratt

Christopher Pratt
Sr. Assistant County Attorney

DATE: 12/6/2021

EXHIBIT A
STATEMENT OF WORK

US-85 Highlands Ranch Pkwy to Dad Clark Gulch

NHPP 0852-118

PCN 23474

Project Description

Douglas County (County) and CDOT scheduled to begin construction of the referenced project in spring/summer of 2022. County is responsible for construction and construction oversight of the entire project while CDOT provides construction management under a separate CM IGA. CDOT staff costs to provide construction management are also outlined in the CM IGA.

It is anticipated that construction of the project will consist of widening US-85 to eight lanes (i.e., three through-lanes plus one continuous auxiliary lane in each direction) using asphalt pavement, installing inside and outside curb and gutter, and installing a raised concrete median. A storm drain system with inlets and pipes will be installed along with permanent water quality facilities, utility relocations, permanent signing and striping. Additionally, the existing bridge over C-470 will be demolished and replaced with a new bridge. Concrete box culverts will be constructed to grade-separate recreational trail users at High Line Canal and at C-470. Retaining walls will be required at various locations as part of the construction project.

Operation and Maintenance Responsibilities

Maintenance and operations responsibilities identified in this Contract applies to the segment of US 85 between Highlands Ranch Parkway and Dad Clark Gulch, (which is located approximately 1,200-feet north of County Line Road). A portion of the project construction limits are within Arapahoe County and within the City of Littleton jurisdictional boundaries. Nothing in this Contract assigns responsibilities to either Arapahoe County or the City of Littleton; and portions of the work that fall outside of Douglas County are CDOT's responsibility to operate and maintain, unless CDOT has other arrangements with those agencies.

Each of the parties shall be responsible for the maintenance and operations of all improvements within their respective rights-of-way, except as provided for in this exhibit. This shall include the administration of and obligations contained in existing utility and telecommunication permits and agreements within each party's respective right-of-way. "Maintenance services" as used herein shall mean those maintenance services normally performed by CDOT to comply with its responsibility under CRS 43-2-102 and 43-2-135 which are incorporated herein by reference.

1. County grants CDOT right-of-entry to County property, at no cost to CDOT, as necessary for conducting maintenance and operations obligations. Though an access permit will not be required, notification to County shall be required for work impacting traffic.
2. CDOT grants to County right-of-entry to CDOT property, at no cost to County, as necessary for conducting maintenance and operations obligations. Though an access permit will not be required, notification to CDOT shall be required for work impacting traffic.

The parties shall not cause or permit any Dangerous Condition arising from its performance of maintenance and operations obligations assigned to it by this Contract. The parties shall not cause or permit any Dangerous Condition either in its right-of-way or in any facility or structure for which it has responsibility under this contract. Dangerous Condition shall be as defined and described in the Colorado Governmental Immunity Act, Section 24-10-101 et seq, C.R.S., as may be hereafter amended.

CDOT Responsibilities

1. CDOT will be responsible for maintaining and operating, at no cost to County, those facilities constructed as part of the project and located within CDOT right-of-way (ROW) except as indicated in Douglas County Responsibilities as described herein.
2. CDOT will be responsible for maintaining and operating mainline US-85 ROW except for connections from local roads and other permitted encroachments.
3. CDOT will be responsible for maintaining and operating the traffic signals on US85.
4. CDOT will be responsible for plowing snow, sanding, and sweeping on mainline US-85 except for the grade-separated multi-use path at High Line Canal.

Douglas County Responsibilities

1. County shall be responsible for maintaining and operating, at no cost to CDOT, those facilities constructed by County located within County right-of-way (outside of CDOT ROW).
2. The County shall be responsible for maintaining and operating the connections from local roads and ancillary facilities not required for mainline US-85.
3. County shall be responsible for all signs and sign structures and light fixtures, including electric service, within County right-of-way.
4. County shall be responsible for plowing snow, sanding, de-icing, traction control, and street sweeping in the southbound to eastbound left turn lanes and in the westbound to northbound right turn bypass lane that are associated with the partial continuous flow intersection (partial CFI) located at Highlands Ranch Parkway and at Town Center Drive intersections, including portions of these turn lanes that are within CDOT ROW.
5. County shall be responsible for maintaining all culverts needed for county/local road access and individual property owners that take direct access off US 85 are responsible for maintaining their driveway culverts that are not needed for mainline US 85 stormwater drainage system.
6. The County is responsible for the portion of the existing culvert that carries Spring Gulch Basin stormwater flows outside of CDOT ROW. Namely, the County is responsible for segment that connects the outflow from the Spring Gulch water quality pond structure (located near Station 798+50) to the High Line Canal, while CDOT is responsible for the water quality pond structure and the portion of the existing culvert under US 85 that is within CDOT ROW.

Exhibit B

RESOLUTION NO. R-021- 135

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AND
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS,
STATE OF COLORADO, (THE "COUNTY"), REGARDING MAINTENANCE AND
OPERATION RESPONSIBILITIES ASSOCIATED WITH THE WIDENING AND
RECONSTRUCTION OF US 85 FROM HIGHLANDS RANCH PARKWAY TO DAD
CLARK GULCH, ASSOCIATED WITH CDOT PROJECT NUMBER STU 0852-118
(23474) AND DOUGLAS COUNTY PROJECT CI 2011-025.

WHEREAS, the Board of County Commissioners of the County of Douglas (the "County") and the Colorado Department of Transportation, (CDOT), desire to enter into an intergovernmental agreement regarding maintenance and operation responsibilities associated the widening and reconstruction of US 85 from Highlands Ranch Parkway to Dad Clark Gulch; and

WHEREAS, the County is willing to enter into such an agreement with CDOT in accordance with the terms and conditions set forth in the intergovernmental agreement attached hereto; and

WHEREAS, governmental entities are authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S.; now, therefore,

BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, that the intergovernmental agreement between the Board of County Commissioners of the County of Douglas and the Colorado Department of Transportation, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board is authorized to execute the agreement on behalf of Douglas County.

PASSED AND ADOPTED this 14th day of December, 2021, in Castle Rock, Douglas County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

BY:

DocuSigned by:

Lora L. Thomas

A4003FF630E8444

LORA L. THOMAS, Chair

DocuSigned by:



ATTEST:

DocuSigned by:

Kristin Randlett

A400670F554088420

KRISTIN RANDLETT, Clerk to the Board

EXHIBIT C - SAMPLE OPTION LETTER

SAMPLE IGA OPTION LETTER

Highway or Traffic Maintenance

(This option has been created by the Office of the State Controller for CDOT use only)

Date: [REDACTED]	State Fiscal Year: [REDACTED]	Option Letter No. [REDACTED]	Routing # [REDACTED]
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Vendor name: [REDACTED]

1) SUBJECT:

Change in the amount of goods within current term.

2) REQUIRED PROVISIONS:

In accordance with Section 17 of contract routing number insert FY, agency code & routing #, between the State of Colorado, Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A.

The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by \$ amount of change to satisfy services/goods ordered under the contract for the current fiscal year insert fiscal year. The Contract Encumbrance Amount in Recital 1 is hereby modified to \$amount of new annual encumbrance, and Section 4, B, 1 shall also be modified to show the annual not to exceed amount to \$amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to \$amount of the new five-year maximum.

The total contract value to include all previous amendments, option letters, etc. is \$insert accumulated/total encumbrance amount.

3) EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

APPROVALS:

State of Colorado:

JARED S. POLIS, GOVERNOR

By: _____ Date: _____
Stephen Harelson, P.E., Chief Engineer, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED 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. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

**State Controller
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

Form date: August 16, 2013

EXHIBIT D – SAMPLE ENCUMBRANCE LETTER

ENCUMBRANCE LETTER

Date: [REDACTED]	State Fiscal Year: [REDACTED]	Encumbrance Letter No. [REDACTED]	Routing #: [REDACTED]
		Orig. IGA: [REDACTED]	PO: [REDACTED]

- 1) Encumber fiscal year funding in the contract.**
- 2) PROVISIONS:** In accordance with Section 4 and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation, and Contractor's Name, covering the term July 1, Year through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year [REDACTED].
The amount to be encumbered by this Encumbrance Letter is \$amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is \$Insert New \$ Amt.
- 3) EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller.

STATE OF COLORADO
Jared S. Polis, GOVERNOR
Department of Transportation

By: _____
Stephen Harelson, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director
Date: _____

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
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation
Date: _____