

PLANNING & DEVELOPMENT MEMORANDUM
#31-2021

DATE: Dec. 6, 2021

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager 

FROM: Brook Svoboda, Director of Planning & Development 

SUBJECT: CR-141 – First Amendment to the Intergovernmental Agreement for the 120th Avenue Roadway Project

PURPOSE

To consider CR-141, a resolution approving an amendment to the Intergovernmental Agreement (IGA) for the 120th Avenue Roadway Project between the Colorado Department of Transportation (CDOT) and the City to accept \$2,484,000 in additional Federal funds.

BACKGROUND

In February 2019, City Council entered into an Intergovernmental Agreement with CDOT to construct roadway improvements on 120th Avenue, between Washington Street and York Street. The City received \$6,997,000 in Federal funds from the first IGA. This amendment would appropriate an additional \$2,484,000 in Federal funds for the project. The project will widen the roadway from two lanes to three lanes and make intersection improvements at Irma Drive, Race Street (new signalized intersection) and Claude Court.

These funds became available under the Coronavirus Response and Relief Supplemental Appropriations Act (2021), which included approximately \$9.8 billion, allocated in the form of the Surface Transportation Block Grant (STBG) program. A portion of the STBG funding is allocated based on urban areas with populations over 200,000 (Denver Metro Area). The Denver Regional Council of Governments (DRCOG), which is the designated federal recipient of the funds, received \$36.2 million. Through DRCOG's Transportation Improvement Program (TIP), the 120th Avenue Project was listed as the number one priority project for Adams County for any potential supplemental TIP funding. In April of 2021, the DRCOG Board of Directors approved the \$2,484,000 for the 120th Avenue project.

Federal funding programs like the TIP require a minimum of 20 percent local match. The City's local match requirement for the original IGA and the first amendment is \$2,370,250. As part of the initial application, the City overmatched its contribution in the amount of \$3,980,000 to be more competitive. Approximately \$1.8 million of this amount comes from the Karl's Farm development. The Karl's Farm commitment reflects the scope of work they would have been obligated to construct to mitigate their impact onto 120th Avenue. For purposes of Federal compliance, the City is overmatched, and no additional City funds are required to accept these funds.

NEXT STEPS

Staff is in the final stages of receiving approvals from CDOT for the construction and bid documents. Federal grant provisions require that the City hold a public meeting for the project, which has been tentatively scheduled for January 2022.

Below is the current project timeline:

Public meeting	January 2022
CDOT clearances	Jan. 28, 2022
Advertisement	Feb. 3, 2022
Supplementation appropriation	March 2022
Award	April 2022
Construction start	End of April 2022 (12-month duration)

BUDGET/TIME IMPLICATIONS

Acceptance of these funds will require a supplemental budget appropriation for the project. Once the final scope and budget have been determined, staff will bring forward a supplemental appropriation for consideration prior to award of contract.

STAFF RECOMMENDATION

Staff recommends approval of CR-141.

STAFF REFERENCE

If Council members have any questions, please contact Brook Svoboda, Director of Planning & Development, at bsvoboda@northglenn.org or 303.450.8937.

CR-141 – First Amendment to the Intergovernmental Agreement for the 120th Avenue Roadway Project

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-141
Series of 2021

Series of 2021

A RESOLUTION APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION AND THE CITY OF NORTHGLENN FOR THE 120TH AVENUE OPERATIONAL IMPROVEMENTS PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. Amendment No. 1 to the Intergovernmental Agreement between the State of Colorado Department of Transportation and the City of Northglenn, attached hereto as Exhibit 1, for the 120th Avenue Operational Improvements Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn, Colorado.

DATED at Northglenn, Colorado, this ____ day of _____, 2021.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

EXHIBIT 1

PO # / OLA #: 400001310 / 331002085
Routing #: 20-HA1-XC-03016-M0001

STATE OF COLORADO AMENDMENT

Amendment #: 1

Project #: AQC M945-004

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		Amendment Routing Number 20-HA1-XC-03016-M0001
Local Agency CITY OF NORTHGLENN		Original Agreement Routing Number 20HA1XC03016
Agreement Maximum Amount	\$11,851,250.00	Agreement Performance Beginning Date The later of the effective date or March 26, 2020
		Initial Agreement expiration date January 21, 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 _____ Stephen Harelson, P.E., Chief Engineer Date: _____	
LOCAL AGENCY CITY OF NORTHGLENN _____ Signature By: Meredith Leighty, Mayor Date: _____	LOCAL AGENCY (2nd Signature if Necessary) _____ Signature By: Johanna Small, City Clerk 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 the Agreement to widen 120th Avenue from two lanes to three lanes in each direction from Washington Street to Claude Court. The Parties now desire to increase the total budgeted funds by \$3,105,000.00, and change the designated principal representative of CDOT under the Agreement.

5) MODIFICATIONS

The Agreement and all prior amendments thereto, if any, are modified as follows:

a) the total budgeted funds of \$8,746,250.00 are increased by \$3,105,000.00 to a new total budgeted funds of \$11,851,250.00; and

b) **Exhibit C-2** shall be replaced by **Exhibit C-3**. Any reference in the Agreement, as previously modified, to **Exhibit C**, **Exhibit C-1** or **Exhibit C-2** shall be a reference to **Exhibit C-3** ; and

This Amendment applies to the entirety of the Agreement including funding and scope of Work.

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-3
FUNDING PROVISIONS

EXHIBIT C-3 – FUNDING PROVISIONS

AQC M945-004 (23371)

A. Cost of Work Estimate

The Local Agency has estimated total cost of the Work to be \$11,851,250.00 which is to be funded as follows:

1. BUDGETED FUNDS				
a.	Federal Funds (CMAQ) (80% of Costs)			\$6,997,000.00
b.	Local Agency Matching Funds (20% of Costs)			\$1,749,250.00
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c.	Federal Funds (STBG) (80% of Costs)			\$2,484,000.00
d.	Local Agency Matching Funds (20% of Costs)			\$621,000.00
TOTAL BUDGETED FUNDS				\$11,851,250.00
2. OMB UNIFORM GUIDANCE				
a.	Federal Award Identification Number (FAIN):			TBD
b.	Federal Award Date (also Phase Performance StartDate):			See Below
c.	Amount of Federal Funds Obligated:			\$1,088,000.00
d.	Total Amount of Federal Award:			\$9,481,000.00
e.	Name of Federal Awarding Agency:			FHWA
f.	CFDA # Highway Planning and Construction			CFDA 20.205
g.	Is the Award for R&D?			No
h.	Indirect Cost Rate (if applicable)			N/A
3. ESTIMATED PAYMENT TO LOCAL AGENCY				
a.	Federal Funds Budgeted			\$9,481,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs			\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$9,481,000.00
4. FOR CDOT ENCUMBRANCE PURPOSES				
a.	Total Encumbrance Amount			\$11,851,250.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109			\$0.00
Net to be encumbered as follows:				\$11,851,250.00
<i>Note: Only \$1,360,000.00 in Design funds are currently available. Additional funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.</i>				
WBS Element 23371.10.30	Performance Period Start*/End Date 05/22/2020 / 05/31/2022	Design	3020	\$1,360,000.00
WBS Element 23371.20.10	Performance Period Start*/End Date TBD / TBD	Const.	3301	\$0.00

***The Local Agency should not begin work until all three 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 milestones are achieved will not be reimbursable.**

B. Matching Funds

The matching ratio for the federal funds for this Work is 80.00% federal-aid funds to 20.00% Local Agency funds, it being understood that such ratio applies only to the \$11,851,250.00 that is eligible for federal award, it being further understood that all additional costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$11,851,250.00, and additional federal funds are made available for the Work, the Local Agency shall pay 20.00% of all such costs eligible for federal award and 100% of all additional costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$11,851,250.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State. **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 \$9,481,000.00 (for CDOT accounting purposes, the federal funds of \$9,481,000.00 and the Local Agency matching funds of \$2,370,250.00 will be encumbered for a total encumbrance of \$11,851,250.00), 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.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal funds and the Local Agency matching funds. The maximum amount payable shall 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 C.F.R. 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.