

CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Department of Transportation (CDOT)	Amendment Routing Number 22-HAA-ZH-00081-M0004
	Original Agreement Routing Number 22-HAA-ZH-00081
	SAP Encumbrance Number 471001958
Local Agency TOWN OF FRISCO, a Colorado home rule municipal corporation	Agreement Performance Beginning Date June 8, 2022
Agreement Maximum Amount Initial Encumbrance \$2,166,038.00 Option Letter #1 \$2,479,432.87 Amendment #1 \$ 0.00 Amendment #2 \$ 0.00 Total for All Agreement Years \$4,645,470.87	Current Agreement Expiration Date December 31, 2025

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that the signer is duly authorized to execute this Amendment and to bind the Party authorizing such signature.

<p style="text-align: center;">TOWN TOWN OF FRISCO</p> <p>_____</p> <p>By: Frederick J. Ihnken, Mayor</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p>_____</p> <p>By: Keith Stefanik, P.E., Chief Engineer</p> <p>Date: _____</p>
<p>ATTEST:</p> <p style="text-align: center;">TOWN OF FRISCO</p> <p>_____</p> <p>By: Stacey Nell, Town Clerk</p> <p>Date: _____</p>	<p>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.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Office of the State Controller, Controller Delegate</p> <p>Effective Date: _____</p>

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 Town of Frisco (the “Town”) and the State (“Department of Transportation”).

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

- A. The purpose of the Agreement is for the State and the Town to develop and construct affordable work-force housing and agree on the allocation of costs of construction of the project, ownership of completed units and other duties, rights and responsibilities related to the project.
- B. The Parties now desire to amend the Agreement to clarify when CDOT Acceptance may be provided, and the requirements for the CDOT Units Closing.
- C. The Parties now desire to amend the Agreement term to extend the Expiration Date as a result of the remaining General Contractor punch list items which shall need to be completed in spring/summer of 2025.

5) MODIFICATIONS

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

- A. In accordance with Section 6.B(v) of the Agreement, the Parties hereby agree to modify the Initial Agreement to clarify that CDOT may provide CDOT Acceptance, notwithstanding the completion of a punch list, agreed upon by the Parties, which must be completed by the General Contractor for the Project.

The Parties agree to add Exhibit H, Construction Plans, via this Amendment, which is referenced in Section 6.B(v).

- B. The Parties hereby agree that CDOT has transferred the State Property (\$2,438,700.00), which is not included in the encumbered amount of the Agreement on page one of this Amendment, to the Town and paid all invoices the Town has submitted for reimbursement (\$2,422,990.68) for a total of \$4,861,690.68 towards CDOT's share of the Construction Expenses.

The Parties acknowledge that the General Contractor has not provided sufficient documentation to bill for any work beyond the amount CDOT has already reimbursed the Town. The Parties acknowledge that there is a desire to complete the CDOT Units Closing so that tenants can inhabit the building. The Parties acknowledge that CDOT has committed to reimburse the Town for 49.1% of the total Construction Expenses (the State Share). The Town agrees to convey to CDOT, the CDOT Units, per the terms of the Agreement in advance of full payment of the CDOT Units Purchase Price. CDOT agrees to pay the CDOT Units Purchase Price within 30 days of being invoiced by the Town after the CDOT Units Closing until the General Contractor has completed all punch list items, and the Town has paid the General Contractor's final invoice.

- C. The Parties hereby agree that the Agreement Expiration Date shall be extended to December 31, 2025.

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT H, CONSTRUCTION PLANS

Construction plans are added to the Agreement by reference and are maintained in a project folder created by CDOT, and accessible to both Parties. Changes to the construction plans will be updated following agreement by both Parties to any and all the changes.