

State SLAWRK
 PROJECT: MTF M455-165 (26939), Foothill
 Transit Station

REGION: 4
 TCH

CONTRACT

THIS CONTRACT made this ____ day of _____, 20____, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and CITY OF FORT COLLINS hereinafter referred to as the “Contractor” or the “Local Agency.”

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of Project and Local Agency costs. Total Agreement Amount: \$635,338.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the State (or Local Agency) highway system.
4. Local Agency anticipates a Project for Foothill Transit Station and by the date of execution of this Agreement, the Local Agency and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Work. The Local Agency understands that before the Work begins, the Local Agency must receive an official written “Notice to Proceed” prior to commencing any part of the Work. The Local Agency further understands, before the Work begins, the form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agency, in its internal review process. The Local Agency desires to perform the Work described in form #463, as it may be revised.
5. The Local Agency has requested that State funds be made available for Project MTF M455-165 (26939), Foothill Transit Station referred to as the “Project” or the “Work.” Such Work will be performed in Fort Collins, Colorado, specifically described in **Exhibit A**.
6. The State has funds available and desires to provide 50% of the funding for the Work. Local Agency will provide the other 50%. State funds may be awarded with “Special Funding”. Special Funding may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds or COVID Relief. If Special Funding is used there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the Special Funding and invoiced in compliance with the rules outlined in the award of the funding.
7. The Local Agency desires to comply with all State and other applicable requirements, including the State's general administration of the Project through this Agreement, in order to obtain State funds for the Project.
8. The Local Agency has estimated the total cost of the Work and is prepared to accept the State funding for the Work, as may be evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this Agreement and to complete the Work under the Project. A copy of any such ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
9. This Agreement is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and **Exhibit B**.
10. The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the Work.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Project or the Work under this Agreement shall consist of Foothill Transit Station, in Fort Collins, Colorado, as more specifically described in **Exhibit A**, attached hereto and incorporated herein.

Section 2. Order of Precedence

EXHIBIT A TO RESOLUTION 2025-063

In the event of conflicts or inconsistencies between this Agreement and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in **Section 26** of this Agreement
2. This Agreement
3. **Exhibit A** (Scope of Work)
4. **Exhibit B** (Local Agency Resolution)
5. **Exhibit C** (Funding Provisions)
6. **Exhibit D** (Option Letter)
7. **Exhibit E** (Local Agency Contract Administration Checklist)
7. **Exhibit F** (PII Certification)

Section 3. Term

This Agreement shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. It shall terminate on May 14, 2035, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Agreement.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the Work and is prepared to accept the State funding for the Work, as may be evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this Agreement and to complete the Work under the Project. A copy of any such ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
- B. The Parties hereto agree that this Agreement is contingent upon all funds designated for the Project herein being made available from State sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the Agreement may be terminated by either Party, provided that any Party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.
- C. Funding will be detailed in **Exhibit C** of the funding provisions. **Exhibit C** is attached hereto and incorporated herein.

Section 5. Project Payment Provisions

- A. The State will reimburse the Local Agency for incurred costs relative to the Project following the State's review and approval of such charges, subject to the terms and conditions of this Agreement. Provided however, that charges incurred by the Local Agency prior to the date this Agreement is executed by the State Controller will not be charged by the Local Agency to the Project, and will not be reimbursed by the State.
- B. The State will reimburse the Local Agency's reasonable, allocable, allowable costs of performance of the Work, not exceeding the maximum total amount described in **Exhibit C**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the allowability and allocability of costs under this Agreement. The Local Agency shall comply with all such principles. To be eligible for reimbursement, costs by the Local Agency shall be:
 1. In accordance with the provisions of **Section 5** and with the terms and conditions of this Agreement;
 2. Necessary for the accomplishment of the Work;
 3. Reasonable in the amount for the goods and services provided;
 4. Actual net cost to the Local Agency (i.e. the price paid minus any refunds, rebates, or other items of value received by the Local Agency that have the effect of reducing the cost actually incurred);
 5. Incurred for Work performed after the effective date of this Agreement;
 6. Satisfactorily documented.
- C. The Local Agency shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that Project funds are expended and costs accounted for in a manner consistent with this Agreement and Project objectives.
 1. All allowable costs charged to the Project, including any approved services contributed by the Local Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in detail the nature of the charges.
 2. Any check or order drawn up by the Local Agency, including any item which is or will be chargeable against the Project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Local Agency, which will detail the purpose for which said check or order is drawn. All checks,

- payrolls, invoices, contracts, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
- D. If the Local Agency is to be billed for State incurred costs, the billing procedure shall be as follows:
 1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
 - E. The Local Agency will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the Project. The Local Agency's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline as specified in the award letter if applicable, whichever is sooner. The State's obligation to pay Agreement Funds will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Funding Provisions & Performance Period in **Exhibit C**.
 - F. To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this Agreement must be received by the State within 60 days after the end of the Agreement term.
 1. Payments pursuant to this Agreement shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.
 2. In the event this Agreement is terminated, final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit.
 3. Incorrect payments to the Local Agency due to omission, error, fraud or defalcation shall be recovered from the Local Agency by deduction from subsequent payment under this Agreement or other contracts between the State and Local Agency, or by the State as a debt due to the State.
 4. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or offset against current obligations due by the State to the Local Agency, at the State's election.

Section 6. Option Letter Modification

An option letter may be used to authorize the Local Agency to begin a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on **Exhibit C**, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

- A. Option to begin a phase and/or increase or decrease the encumbrance amount.
 The State may authorize the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in this Agreement, with the total budgeted funds as shown on **Exhibit C** remaining the same. The State may increase or decrease the encumbrance amount for a particular phase by replacing the original funding exhibit (**Exhibit C**) in this Agreement with an updated **Exhibit C-1** (subsequent exhibits to Exhibit C-1 shall be labeled C-2, C-3, etc.). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the Agreement will be considered to include this option provision.

B. Option to transfer funds from one phase to another phase.

The State may permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to State, federal, and local match. The original funding exhibit (**Exhibit C**) in this Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in this Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

C. Option to do both Options A and B.

The State may authorize the Local Agency to begin a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in this Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in this Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

Section 7. State and Local Agency Commitments

The Scope of Work in **Exhibit A** describes the Work to be performed and assigns responsibility of that Work to either the Local Agency or the State. The “Responsible Party” referred to in this Agreement means the Responsible Party as identified in the Scope of Work in **Exhibit A**.

A. Design [if applicable]

1. If the Work includes preliminary design or final design (the “Construction Plans”), or design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), the responsible party shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the Work.
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
 - c. prepare special provisions and estimates in accord with the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by CDOT.
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
 - f. provide final assembly of Plans and contract documents.
 - g. be responsible for the Plans being accurate and complete.
 - h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.
2. If the Local Agency is the Responsible Party:
 - a. The Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”.
 - b. It shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with State requirements.
 - c. It may enter into a contract with a consultant to do all or any portion of the Plans and/or of construction administration. Provided, however, that if federal-aid funds are involved in the cost of such work to be done by a consultant, that consultant contract (and the performance/provision of the Plans under the contract) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State. If the Local Agency does enter into a contract with a consultant for the Work:

EXHIBIT A TO RESOLUTION 2025-063

- (1) it shall submit a certification that procurement of any design consultant contract complied with the requirements of 23 CFR 172.5(1) prior to entering into contract. The State shall either approve or deny such procurement. If denied, the Local Agency may not enter into the contract.
 - (2) it shall ensure that all changes in the consultant contract have prior approval by the State. Such changes in the contract shall be by written supplement agreement. As soon as the contract with the consultant has been awarded by the Local Agency, one copy of the executed contract shall be submitted to the State. Any amendments to such contract shall also be submitted.
 - (3) it shall require that all consultant billings under that contract shall comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - (4) it (or its consultant) shall use the CDOT procedures described in **Exhibit A** to administer that design consultant subcontract, to comply with 23 CFR 172.5(b).
 - (5) it may expedite any CDOT approval of its procurement process and/or consultant contract by submitting a letter to CDOT from the certifying Local Agency's attorney/authorized representative certifying compliance with 23 CFR 172.5(b).
 - (6) it shall ensure that its consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) "The design work under this contract shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose."
 - (b) "Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project."
 - (c) "The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work."
 - (d) The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Local Agency to make changes therein that the State determines are necessary to assure compliance with State requirements.
- B. Construction [if applicable]
1. If the Work includes construction, the Responsible Party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work in **Exhibit A**. Such administration shall include Project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements as described in the Scope of Work in **Exhibit A**.
 2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Local Agency, due to the failure of the Local Agency or its contractor to correct Project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
 3. If the Local Agency is the Responsible Party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform that administration. The LAPE shall administer the Project in accordance with this Agreement, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the Project, it shall advertise the call for bids upon approval by the State and award the construction contract(s) to the low responsible bidder(s) upon approval by the State.
 - (1) The Local Agency has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare the acceptance or rejection within 3 working days after said bids are publicly opened.
 - (2) By indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this Project if no additional

federal-aid funds will be made available for the Project. This paragraph also applies to projects advertised and awarded by the State.

- c. If all or part of the construction work is to be accomplished by Local Agency personnel (i.e. by force account), rather than by a competitive bidding process, the Local Agency will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.
 - (1) Such work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency and the State in advance of the Work, as provided for in 23 CFR 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
 - (2) An alternative to the above is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.
 - (3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction § 109.04.
 - (4) All force account work shall have prior approval of the State and shall not be initiated until the State has issued a written notice to proceed.
- C. State's obligations
 1. The State will perform a final Project inspection prior to Project acceptance as a Quality Control/Assurance activity. When all Work has been satisfactorily completed, the State will sign a final acceptance form.
 2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Local Agency as identified in the Scope of Work in **Exhibit A**, within the Work of this Agreement.

Section 8. ROW Acquisition and Relocation

If the Project includes right of way, prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all right of way has been acquired in accordance with the applicable State and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

If right of way is purchased for a State highway, including areas of influence of the State highway, the Local Agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

Section 9. Utilities

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all such clearances have been obtained.

Section 10. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Responsible Party shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Responsible Party shall also establish contact with the railroad

company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

- A. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
- B. Obtaining the railroad's detailed estimate of the cost of the Work.
- C. Establishing future maintenance responsibilities for the proposed installation.
- D. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- E. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 11. Environmental Obligations

The Local Agency shall perform all Work in accordance with the requirements of the current federal and State environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 12. Maintenance Obligations

The Local Agency will maintain and operate the improvements constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Local Agency's obligations to maintain such improvements. The State will make periodic inspections of the Project to verify that such improvements are being adequately maintained.

Section 13. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this Agreement. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this Agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State to inspect the Project and to inspect, review and audit the Project records.

Section 14. Termination Provisions

This Agreement may be terminated as follows:

- A. Termination for Convenience. The State may terminate this Agreement at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the Project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this Agreement, the State shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this Agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this Agreement.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the Parties shall be the same as if the Agreement had been terminated for convenience, as described herein.

C. Termination Due to Loss of Funding. The Parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this Agreement are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this Agreement.

Section 15. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this Agreement and 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 Agreement and to bind the Local Agency to its terms. The person(s) executing this Agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this Agreement.

Section 16. Representatives and Notice

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

If to State	If to the Local Agency
CDOT Region: 4	City of Fort Collins
Armando Ochoa	Spencer M. Smith
Project Manager	Manager, Civil Engineering
10601 10th Street	281 North College Avenue
Greeley, CO 80634	Fort Collins, CO 80524
970-652-1668	970-416-8054
armando.ochoa@state.co.us	smsmith@fcgov.com

Section 17. Successors

Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 18. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

Section 19. Governmental Immunity

Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 20. Severability

To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement 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.

Section 21. Waiver

The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 22. Entire Understanding

This Agreement 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 effect 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 writing executed and approved pursuant to the State Fiscal Rules.

Section 23. Survival of Agreement Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 24. Modification and Amendment

This Agreement 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 Agreement 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 Agreement that is properly executed and approved in accordance with applicable law.

Section 25. Disputes

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 26. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

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(19), 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., applicable Local Agency law, rule or regulation.

Financial obligations of the Parties payable after the current State Fiscal Year or 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 Parties, 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

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor 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 Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor 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.

Contractor 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 Parties to indemnify or hold Contractor harmless; requires the Parties to agree to binding arbitration; limits Contractor'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. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

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. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor 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. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

*** 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 CITY OF FORT COLLINS</p> <p>By: _____ *Signature</p> <p>Name: _____ (Print Name)</p> <p>Title: _____ (Print Title)</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis Department of Transportation</p> <p>By: _____ Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p>ADDITIONAL LOCAL AGENCY SIGNATURES CITY OF FORT COLLINS</p> <p>ATTEST:</p> <p>By: _____ *Signature</p> <p>Name: _____ (Print Name)</p> <p>Title: _____ (Print Title)</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ *Signature</p> <p>Name: _____ (Print Name)</p> <p>Title: _____ (Print Title)</p> <p>Date: _____</p>	<p>STATE OF COLORADO LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>By: _____ Signature – Assistant Attorney General</p> <p>Date: _____</p>

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT A
SCOPE OF WORK

Name of Project: Foothill Transit Station
Project Number: MTF M455-165
SubAccount #: 26939

The Colorado Department of Transportation (“CDOT”) will oversee the City of Fort Collins when the City of Fort Collins designs the Foothill Transit Station (hereinafter referred to as “this work”). CDOT and the City of Fort Collins believe it will be beneficial to perform this work to improve transit service reliability and frequency along the Elizabeth Corridor connecting CSU main and Foothill Campuses.

The design will be completed in accordance with AASHTO design standards, the Americans with Disabilities Act, and all applicable state, federal and local rules and regulations. The design phase of the work is expected to begin in 2025 and will identify more exact requirements, qualities, and attributes for this work (hereinafter referred to as “the exact work”). The exact work shall be used to complete the construction phase of the project. The construction phase of the contract is anticipated to begin in 2027.

If this project is funded with Multimodal Transportation & Mitigation Options Funding (MMOF) these funding expenditures must be invoiced by June 1st of the year they expire.

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.**

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B
LOCAL AGENCY RESOLUTION (IF APPLICABLE)

EXHIBIT C - FUNDING PROVISIONS**City of Fort Collins - MTF M455-165 (26939)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$635,338.00, which is to be funded as follows:

1. a. State Funds (50% of MMOF Award)		\$317,669.00
b. Local Agency Funds (50% of MMOF Award)		\$317,669.00
TOTAL BUDGETED FUNDS		\$635,338.00
2. ESTIMATED PAYMENT TO LOCAL AGENCY		
a. State Funds Budgeted		\$317,669.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	50%	\$317,669.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	50%	\$317,669.00
TOTAL PROJECT ESTIMATED FUNDING	100.00%	\$635,338.00
4. FOR CDOT ENCUMBRANCE PURPOSES		
a. Total Encumbrance Amount (Only State funds are encumbered)		\$317,669.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109		\$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		\$317,669.00

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit D) or formal Amendment.

Design 3020		
WBS Element 26939.10.30	Performance Period Start*/End Date	\$0.00
	N/A	
Const. 3301		
WBS Element 26939.20.10	Performance Period Start*/End Date	\$0.00
	N/A	

*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 before these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratio

The funding ratio for the State funds for this Work is 50% State funds to 50% Local Agency funds, and this ratio applies only to the \$635,338.00 that is eligible for State funds. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$635,338.00, and additional 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 \$635,338.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described herein.

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 \$317,669.00. For CDOT accounting purposes, the State funds of \$317,669.00 will be encumbered, but the Local Agency funds of \$317,669.00 will NOT be encumbered, for a total encumbrance of \$317,669.00. The total budget of this project is \$635,338.00, 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. **This applies to the entire scope of Work.**

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT D**SAMPLE IGA OPTION LETTER**

Date	State Fiscal Year	Option Letter No.
Project Code	Original Agreement #	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement 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 the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

Exhibit E
Colorado Department of Transportation
Local Agency Contract Administration Checklist

Project Number	STIP Number	Project Code	Region
MTF M455-165	SR47007	26939	4
Project Location			Date
City of Fort Collins			5/12/2025
Project Description			
Foothill Transit Station			
Local Agency		Local Agency Project Manager	
City of Fort Collins		Spencer M. Smith	
CDOT Resident Engineer		CDOT Project Manager	
Bryce Reeves		Armando Ochoa	

Instructions:

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 CDOT Local Agency Manual (formerly referred to as the Local Agency Desk Reference). Local Agency Web Resource (LAWR) numbers correspond to the applicable flowchart in the Local Agency Web Resource.

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. It is preferred that only one responsible party be selected, however a number of items may have both parties selected based on judgement. When neither CDOT nor the Local Agency is responsible for a task, not applicable (N/A) shall be marked. In addition, # will be marked to denote that CDOT must concur or approve.

The Regions, in accordance with established policies and procedures, will determine who will perform tasks that are the responsibility of CDOT.

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.

Note:

Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

Acronyms:

Colorado Department of Transportation - CDOT
Disadvantaged Business Enterprise - DBE
Colorado Department of Transportation - CDOT
Disadvantaged Business Enterprise - DBE
Equal Employment Opportunity - EEO
Federal Highway Administration - FHWA
Field Inspection Review - FIR
Final Office Review - FOR
Hot Mix Asphalt - HMA
Independent Assurance Testing - IAT
Intergovernmental Agreement - IGA
Local Agency - LA
Local Agency Web Resource - LAWR
Not Applicable - N/A
Number - No.
On-The-Job - OJT
Plans, Specifications, and Estimate - PS&E
Professional Engineer - PE
Right-of-Way - ROW
Statewide Transportation Improvement Program - STIP
Transportation Improvement Program - TIP

TIP / STIP Long-Range Plans**Responsible Party**

LAWR	No.	Description of Task	LA	CDOT
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Subrecipient Monitoring**Responsible Party**

LAWR	No.	Description of Task	LA	CDOT
	3.1	Preparation of Subrecipient Monitoring Compliance Documents		
		• Subrecipient Determination Tool	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		• Subrecipient Risk Assessment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		• Subrecipient Notification Letter	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		• Subrecipient Project Update Report (Formerly "Performance Report to CDOT")	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		• CDOT Monitoring Report of Subrecipients (If applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Federal Funding Obligation and Authorization**Responsible Party**

LAWR	No.	Description of Task	LA	CDOT
	4.1	Authorize funding by phases (Requires FHWA Concurrence if Federal-aid Highway funded project.). Please check N/A, if Not applicable.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Development**Responsible Party**

LAWR	No.	Description of Task	LA	CDOT
	5.1	Determine Delivery Method	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
1	5.2	Prepare Design Data - CDOT Form 463	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement		
		• Project Development	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		• Construction Contract Administration (including Fabrication Inspection Services)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3,3A	5.5	Conduct Design Scoping Review Meeting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3,6	5.6	Conduct Public Involvement	<input checked="" type="checkbox"/>	<input type="checkbox"/>

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4	5.8	Conduct Environmental Process (may require FHWA concurrence /involvement)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	5.9	Acquire Right-of-Way (may require FHWA concurrence /involvement)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	5.10	Obtain Utility and Railroad Agreements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	5.11	Conduct Final Office Review (FOR)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3A	5.12	Justify Force Account Work by the Local Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	5.14	Document Design Exceptions - CDOT Form 464	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5.15	Seek Permission for use of Guaranty and Warranty Clauses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5.21	Ensure Authorization of Funds for Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	5.22	Use Electronic Signatures	<input type="checkbox"/>	<input type="checkbox"/>
	5.23	File Project Development Records/Documentation in ProjectWise (PW)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Development Civil Rights and Labor Compliance

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	6.2	Determine Applicability of Davis-Bacon Act This project <input checked="" type="checkbox"/> is <input 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.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

CDOT Resident Engineer

Date

Bryce Reeves

3/27/2025

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) “NA”, if Not Applicable	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	6.4	Enforce Prompt Payment Requirements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	6.5	Use Electronic Tracking and Submission Systems B2Gnow <input checked="" type="checkbox"/> LCPTTracker <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Advertise, Bid and Award of Construction Projects

			Responsible Party	
		Federal Project (use 7.1 series in Chapter 7)	<input type="checkbox"/>	
		Non-Federal Project (Use 7.2 series in Chapter 7)	<input checked="" type="checkbox"/>	
LAWR	No.	Description of Task	LA	CDOT
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7		Advertise for Bids	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7		Concurrence to Advertise	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7		Distribute “Advertisement Set” of Plans and Specifications	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7		Review Worksite & Plan Details w/ Prospective Bidders While Project is Under Advertisement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7		Open Bids	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7		Process Bids for Compliance		
		Check CDOT Form 1415 - Commitment Confirmation when the Low bidder meets DBE goals. (“N/A” if Not Applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		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. (“N/A” if Not Applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Submit required documentation for CDOT award concurrence	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Concurrence from CDOT to Award	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Approve Rejection of Low Bidder	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7,8		Award Contract (Federal)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8		Provide “Award” and “Record” Sets of Plans and Specifications (Federal)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Construction Management**Responsible Party**

LAWR	No.	Description of Task	LA	CDOT
8		Intro File Project Construction Records/Documentation in PW or as Directed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	8.1	Issue Notice to Proceed to the Contractor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	8.2	Project Safety	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	8.3	Conduct Conferences		
		• Preconstruction Conference (Appendix B)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		○ Fabrication Inspection Notifications	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		• Pre-Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		○ Construction Staking	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		○ Monumentation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		• Partnering (Optional)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		• Structural Concrete Pre-Pour (Agenda is in the CDOT Construction Manual)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		• Concrete Pavement Pre-Paving (Agenda is in the CDOT Construction Manual)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		• HMA Pre-Paving (Agenda is in the CDOT Construction Manual)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Local Agency Professional Engineer or CDOT Resident Engineer		
		<div style="border: 1px solid black; padding: 2px;">Bryce Reeves</div>		
		Phone Number		
		<div style="border: 1px solid black; padding: 2px;">970-350-2126</div>		
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Construction inspection and documentation (including Projects with structures)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Fabrication Inspection and Documentation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	8.6	Review and Approve Shop Drawings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	8.7	Perform Traffic Control Inspections	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	8.8	Perform Construction Surveying	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	8.9	Monument Right-of-Way	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Responsible
Party**

LA CDOT

LAWR	No.	Description of Task	LA	CDOT
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Agency Representative

Phone Number

Spencer M. Smith

970-416-8054

9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9B	8.12	Prepare and Authorize Change Orders	<input checked="" type="checkbox"/>	<input type="checkbox"/> #
9B	8.13	Submit Change Order Package to CDOT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9A	8.14	Prepare Local Agency Reimbursement Requests	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	8.15	Monitor Project Financial Status	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9	8.16	Prepare and Submit Monthly Progress Reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	8.17	Resolve Contractor Claims and Disputes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

CDOT Resident Engineer

Phone Number

Bryce Reeves

970-350-2126

9	8.19	Ongoing Oversight of DBE Participation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Materials**Responsible
Party**

LAWR	No.	Description of Task	LA	CDOT
9,9C	9.1	Discuss Materials at Pre-Construction Meeting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		• Buy America documentation required prior to Installation of steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		• Buy America, Build America documentation required prior to installation of materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>

			Responsible Party	
			LA	CDOT
LAWR	No.	Description of Task		
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record		
		• Generate form, which includes determining the Minimum number of required tests and applicable Material submittals for all materials placed on the project	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		• Update the form as work progresses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		• Complete and distribute form after work is completed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9C	9.3	Perform Project Acceptance Samples and Tests	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9C	9.4	Perform Laboratory Acceptance Tests	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9C	9.6	Accept Manufactured Products	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Inspection of structural components:		
		• Fabrication of structural steel and pre-stressed concrete structural components	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		• Bridge modular expansion devices (0" to 6" or greater)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		• Fabrication of bearing devices	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9C	9.6	Approve Sources of Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9C	9.7	Independent Assurance Testing (IAT)		
		Local Agency Procedures <input checked="" type="checkbox"/> CDOT Procedures <input type="checkbox"/>		
		• Generate IAT schedule	<input type="checkbox"/>	<input type="checkbox"/>
		• Schedule and provide notification	<input type="checkbox"/>	<input type="checkbox"/>
		• Conduct IAT	<input type="checkbox"/>	<input type="checkbox"/>
9C	9.8	Approve mix designs		
		• Concrete	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		• Hot Mix Asphalt	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9C	9.9	Check Final Materials Documentation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9C	9.10	Complete and Distribute Final Materials Documentation	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Construction Civil Rights and Labor Compliance

			Responsible Party	
			LA	CDOT
LAWR	No.	Description of Task		
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 - Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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. 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training requirements)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	10.8	Contract Compliance and Project Site Reviews	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Finals

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	11.2	Write Final Project Acceptance Letter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	11.3	Advertise for Final Settlement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	11.4	Prepare and Distribute Final As-Constructed Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	11.5	Prepare EEO Certification and Collect EEO Forms	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	11.8	Review CDOT Form 1419	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	11.9	Submit CDOT Professional Services Closeout Report Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
	11.10	Complete and Submit CDOT Form 1212 LA - Final Acceptance Report (by CDOT)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	11.11	Process Final Payment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	11.12	Close out Local Project	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	11.13	Complete and Submit CDOT Form 950 - Project Closure	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	11.14	Retain Project Records	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Cc: CDOT Resident Engineer/Project Manager
 CDOT Region Program Engineer
 CDOT Region Civil Rights Office

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

EXHIBIT F
PII Certification

STATE OF COLORADO
LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____