

**STATE OF COLORADO**  
**Colorado Department of Transportation**  
**Division of Transit and Rail**  
**FASTER Transit Grant Agreement**  
**with the**  
**CITY OF GREELEY**

**TABLE OF CONTENTS**

1. PARTIES .....	1
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY .....	1
3. RECITALS .....	2
4. DEFINITIONS.....	2
5. TERM .....	3
6. STATEMENT OF WORK / CONTRACT OBJECTIVE PLAN.....	3
7. PAYMENTS TO GRANTEE .....	4
8. REPORTING - NOTIFICATION.....	5
9. GRANTEE RECORDS.....	5
10. CONFIDENTIAL INFORMATION-STATE RECORDS.....	6
11. CONFLICTS OF INTEREST.....	7
12. REPRESENTATIONS AND WARRANTIES.....	7
13. INSURANCE.....	8
14. BREACH .....	9
15. REMEDIES.....	9
16. NOTICES and REPRESENTATIVES .....	11
17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE.....	11
18. GOVERNMENTAL IMMUNITY.....	12
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM.....	12
20. GENERAL PROVISIONS .....	12
21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....	14
22. SIGNATURE PAGE.....	16
23. EXHIBIT A.....	17
24. EXHIBIT B.....	20
25. EXHIBIT C.....	26
26. EXHIBIT D.....	27
27. EXHIBIT E .....	28
28. EXHIBIT F .....	30
29. EXHIBIT G.....	33
30. EXHIBIT H.....	34
31. EXHIBIT I.....	36

**1. PARTIES**

This Grant (“Grant”) is entered into by and between CITY OF GREELEY (“Grantee”), and the STATE OF COLORADO acting by and through the Colorado Department of Transportation, Division of Transit and Rail (“State” or “CDOT”). Grantee and the State hereby agree to the following terms and conditions.

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY**

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

### 3. RECITALS

#### A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c) as amended and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §43-4-811(2) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

#### B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

#### C. Purpose

The purpose of this Grant is for CDOT to disburse FASTER Transit Program Funds to Grantee to conduct work within the provisions of this Grant. The work to be completed under this Grant by the Grantee is more specifically described in **Exhibits A and B**.

#### D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### 4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

#### A. Budget

“Budget” means the budget for the Work described in **Exhibit A**.

#### B. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in **§6, §19**, and all **Exhibits**.

#### C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work and Budget), **Exhibit B** (FASTER Program Requirements), and **Exhibit C** (Grantee Payment Checklist), **Exhibit D** (2 CFR 200 Subparts A-F), **Exhibit E** (General Procurement Standards), **Exhibit F** (State and Grantee Commitments), **Exhibit G** (Option Letter), **Exhibit H** (State or Federal-Aid Project Agreements with Professional Subgrantee Services), and **Exhibit I** (Grantee Contract Administration Checklist).

#### D. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

#### E. Grant

“Grant” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

#### F. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

#### G. Local Funds

“Local Funds” means funds provided by any city, county or entity (public or private) for performance of the Work.

#### H. Manual

“Manual” refers to CDOT’s “Local Agency Manual”, if applicable.

#### I. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

#### J. Project

“Project” means Work identified in **Exhibit A**.

**K. Program**

“Program” means the Funding Advancement for Surface Transportation and Economic Recovery (FASTER) Senate Bill 09-108 grant program that provides the funding for this Grant.

**L. Review**

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6, §19 and Exhibit A.

**M. Services**

“Services” means the required services to be performed by Grantee pursuant to this Grant.

**N. State Funds**

“State Funds” means funds provided by the State for performance of the Work.

**O. Subgrantee**

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

**P. Work**

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and Exhibit A, including the performance of the Services and delivery of the Goods.

**Q. Work Product**

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

**5. TERM****A. Initial Term-Work Commencement**

The Parties respective performances under this Grant shall commence on the **Effective Date**. This Grant shall terminate on **December 31, 2019** unless sooner terminated or further extended as specified elsewhere herein.

**B. Notice to Proceed**

Grantee shall not commence performance of the Work until the date specified by a written notice to proceed, which may be sent by email or by hardcopy pursuant to §16.

**C. State’s Option to Extend Terms**

The State may unilaterally require continued performance for two additional one year periods at the same rates and same terms specified in the Grant. If the State exercises this option, it shall provide written notice to Grantee at least 30 days prior to the end of the current Grant term in form substantially equivalent to **Exhibit G**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant. The total duration of this Grant, including the exercise of any options under this clause, shall not exceed (1) year.

**6. STATEMENT OF WORK / CONTRACT OBJECTIVE PLAN****A. Completion**

Grantee shall complete the Work and its other obligations as described herein and in **Exhibits A and B** on or before **December 31, 2019**. The State shall not be liable to compensate Grantee for any Work performed prior to the **Effective Date** or after the termination of this Grant.

**B. Goods and Services**

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

**C. Employees**

All persons employed by Grantee or Subgrantees shall be considered Grantee’s or Subgrantees’ employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

**D. Federal Laws, Rules and Regulations**

If the Grant Funds involves federal funding, Grantee understands and agrees that federal laws, rules and regulations will control the Work and its implementation. Unless a written waiver is granted, Grantee agrees to comply with all required federal laws, rules and regulations applicable to the Work, in addition to all State requirements.

**E. Option for Phased Performance**

The State may unilaterally require the Grantee to begin performance on the next phase of the Project as outlined in Scope of Work in Exhibit A at the same rates and same terms specified in the Grant. If the State exercises this option, it shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**7. PAYMENTS TO GRANTEE**

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

**A. Maximum Amount**

The maximum amount payable under this Grant to Grantee by the State is \$40,000.00 as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**.

**B. Payment****i. Advance, Interim and Final Payments**

Any advance payment allowed under this Grant or in **Exhibit A** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

**ii. Interest**

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

**iii. Available Funds-Contingency-Termination**

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

**iv. Erroneous Payments**

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

**C. Use of Funds**

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Budget line item adjustments exceeding 10% but less than 24.99% must be submitted in advance of actual cost and receive written State approval, which approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Grant. A budget revision of **Exhibit A** will be issued by

State with any such adjustment. Adjustments in excess of 24.99% for any line item shall be authorized by the State in an amendment to this Grant. The State's total consideration shall not exceed the maximum amount shown herein.

#### **D. Local Funds**

Grantee shall provide Local Funds as provided in **Exhibit A**. Payments to Grantee of Grant Funds will be made for Project expenditures reported by Grantee and submitted to and accepted by the State for payment based on the ratio required State Funds and Local Funds for which Grantee has submitted to the State.

#### **E. Payment Compliance**

All Grant reimbursements shall comply with 2 CFR 200 Subparts A through F (Exhibit D). Additionally, Grantee shall only be reimbursed for costs allowable under 2 CFR Part 200, Subpart E.

### **8. REPORTING - NOTIFICATION**

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

#### **A. Performance, Progress, Personnel, and Funds**

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in the Local Agency Manual and/or this Grant.

#### **B. Litigation Reporting**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

#### **C. Performance Outside the State of Colorado and/or the United States**

*[Not applicable if Grant Funds include any federal funds]* Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §16 (**Notices and Representatives**), within 20 days of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Grantee to provide notice to the State under this §8.C shall constitute a material breach of this Grant.

#### **D. Noncompliance**

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

#### **E. Subgrants**

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

### **9. GRANTEE RECORDS**

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

#### **A. Maintenance**

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) for a period of three years following the date of submission to the State of the final expenditure report, or if this Grant is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to the Grant starts

before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

**B. Inspection**

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

**C. Monitoring**

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

**D. Final Audit Report**

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101 *et seq.*

**A. Confidentiality**

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

**B. Notification**

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

**C. Use, Security, and Retention**

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

**D. Disclosure-Liability**

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. To the extent permitted by law, the Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

**11. CONFLICTS OF INTEREST**

Subrecipient shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Subrecipient's obligations hereunder. Such a conflict of interest would arise when a Subrecipient's employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or receives a tangible personal benefit from Subrecipient's receipt of the Federal Award and/or entry into this Grant Agreement. Officers, employees and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Subrecipient acknowledges that with respect to this Grant Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations to the State hereunder. If a conflict or the appearance of a conflict exists, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict of interest exists, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant Agreement.

**12. REPRESENTATIONS AND WARRANTIES**

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

**A. Standard and Manner of Performance**

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

**B. Legal Authority – Grantee and Grantee's Signatory**

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

**C. Licenses, Permits, Etc.**

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

### 13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

#### A. Grantee

##### i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

##### ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

#### B. Grantee and Subgrantees

Grantee shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

##### i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Subgrantee employees acting within the course and scope of their employment.

##### ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Subgrantees, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

##### iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

##### iv. Professional Liability

Professional liability insurance with minimum limits of liability of not less than \$1,000,000 each claim and \$1,000,000 annual aggregate for both the Grantee or any Subgrantee when:

- a) Contract items 625 (Construction Surveying), 629 (Survey Monumentation), or both are included in the Grant
- b) Plans, specifications, and submittals are required to be signed and sealed by the Grantee's or Subgrantee's professional engineer, including but not limited to:
  - (1) Shop drawings and working drawings as described in subsection 105.02 of the CDOT Standards Specification for Road and Bridge Construction Manual which can be found at: [www.coloradodot.info/business/designsupport/construction-specifications/2011-Specs/2011-Specs-Bood.pdf](http://www.coloradodot.info/business/designsupport/construction-specifications/2011-Specs/2011-Specs-Bood.pdf)
  - (2) Mix designs
  - (3) Contractor performed design work as required by the plans and specifications
  - (4) Approved value engineering change proposals

##### v. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability Insurance policy (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

##### vi. Primacy of Coverage

Coverage required of Grantee and Subgrantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.



**vii. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

**viii. Subrogation Waiver**

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**C. Certificates**

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

**14. BREACH****A. Defined**

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

**B. Notice and Cure Period**

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

**15. REMEDIES**

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B) provided however, that the State may terminate this Grant pursuant to §15(B) without a breach. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

**A. Termination for Cause and/or Breach**

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

**i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are

necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

**ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

**iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

**B. Early Termination in the Public Interest**

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

**i. Method and Content**

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

**ii. Obligations and Rights**

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

**iii. Payments**

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

**C. Remedies Not Involving Termination**

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

**i. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

**ii. Withhold Payment**

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

**iii. Deny Payment**

Deny payment for those obligations not performed, that due to Grantee’s actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

**iv. Removal**

Request removal of any of Grantee’s employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State’s best interest.

**v. Intellectual Property**

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State’s option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

**16. NOTICES and REPRESENTATIVES**

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.

**A. State:**

Maria Johnson
Division of Transit and Rail
2829 W. Howard Place
Denver, CO 80204
303-757-4609
maria.johnson@state.co.us

**B. Grantee:**

Lori Bernal
CITY OF GREELEY
101 11th Ave
GREELEY, CO, 80634
970-350-9280
lori.bernal@greeleygov.com

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State’s exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

## 18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, *et seq.*, as amended.

## 19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

## 20. GENERAL PROVISIONS

### A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

### B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

### D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

**E. Entire Understanding**

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

**F. Indemnification-General**

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 USC 2671 *et seq.*, as applicable, as now or hereafter amended.

**G. Jurisdiction and Venue**

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**H. Modification****i. By the Parties:**

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

**ii. By Operation of Law**

This Grant is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

**I. Order of Precedence**

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado** Special Provisions,
- ii.** The Provision of the main body of this Grant,
- iii. Exhibit A** (Scope of Work and Budget),
- iv. Exhibit B** (FASTER Program Requirements),
- v. Any** executed Option Letter, and
- vi.** Other **Exhibits** in descending order of their attachment.

**J. Severability**

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

**K. Survival of Certain Grant Terms**

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

**L. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 *et seq.* Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

**M. Third Party Beneficiaries**

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**N. Waiver**

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, 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.

**O. CORA Disclosure**

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, *et seq.*

**21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all Grants except where noted in italics.

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

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

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

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

**C. GOVERNMENTAL IMMUNITY.**

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

**D. INDEPENDENT CONTRACTOR**

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 State to indemnify or hold Contractor harmless; requires the State 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.

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

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

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

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

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

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

**Revised 11-1-18**

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

22. SIGNATURE PAGE

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

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

<p style="text-align: center;"><b>GRANTEE CITY OF GREELEY</b></p> <p><b>By:</b> _____ Print Name of Authorized Individual</p> <p><b>Title:</b> _____ Print Title of Authorized Individual</p> <p>_____ *Signature</p> <p><b>Date:</b> _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Transportation Shoshana M. Lew– Executive Director</b></p> <p><b>By:</b> _____ Signatory avers to the State Controller or delegate that, except as specified herein, Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p><b>Date:</b> _____</p>
<p style="text-align: center;"><b>2nd Grantee Signature if Needed</b></p> <p><b>By:</b> _____ Print Name of Authorized Individual</p> <p><b>Title:</b> _____ Print Title of Authorized Individual</p> <p>_____ *Signature</p> <p><b>Date:</b> _____</p>	

**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

<p><b>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</b></p> <p><b>By:</b> _____ Colorado Department of Transportation</p> <p><b>Date:</b> _____</p>
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**23. EXHIBIT A - SCOPE OF WORK AND BUDGET**

<b>Grant Year</b>	CY 2019		
<b>Title of Project</b>	CY 2019 FASTER Admin & Operating		
<b>Project Description</b>	FASTER Greeley-Winsor-Fort Collins service startup		
<b>Recipient</b>	City of Greeley	<b>DUNS</b>	112066225
<b>Contact</b>	Lori Bernal	<b>VEND</b>	2000028
<b>Address</b>	101 11 <sup>th</sup> Ave. Greeley, CO 80634	<b>Phone</b>	970-350-9280
<b>Email</b>	<a href="mailto:Lori.bernal@greeleygov.com">Lori.bernal@greeleygov.com</a>	<b>Fax</b>	970-350-9285
<b>Project Budget</b>	*WBS.22884.10.50		
	State Share (at 100% or less)		\$40,000
	Local Share (at 0% or more)		\$0.00
	<b>Total Project Budget</b>		<b>\$40,000</b>

*\*The grants and line item WBS numbers may be replaced without changing the amount of the grant at CDOT’s discretion.*

**A. Agency Overview**

Transit Services is a division of the City of Greeley Department of Public Works operating under the moniker “GET: Greeley-Evans Transit”. Transit services are provided seven days a week in the Greeley small urban area. The service area includes the communities of Greeley, Evans, and Garden City. Transit services include public fixed routes, ADA complementary door-to-door paratransit, and evening & Sunday door-to-door public Call-n-Ride. As part of the fixed route system, Transit Division also provides transit services under contract with the students of the University of Northern Colorado students.

GET is adding a new route, providing service to Greeley, Windsor, and Fort Collins. The establishment of this route will provide riders regional service focusing on moving commuters to major employment centers in each city. This route will also provide service to students and employees of the universities in each city, including: Colorado State University, University of Northern Colorado and Aims. These funds will support the start-up costs associated with implementation of this service.

**B. Project Description**

CDOT is contributing FASTER Regional Administration Assistance to partially subsidize the operations of a Greeley to Fort Collins bus service that will be title the Poudre Express. This agreement shall be effective from the execution date through December 31, 2019.

**C. Performance Standards**

1. City of Greeley shall perform all project activities described in the application submitted to the State on and as specifically described below in this Agreement. The application and application update are incorporated herein by reference to the extent consistent with this Grant Agreement.
2. Funds will be utilized to ensure startup date of January 2, 2020 will be met.
3. City of Greeley shall ensure that this FASTER funded route will connect to available local services of Greeley (GET) and Fort Collins.
4. Performance will be reviewed quarterly. The State will begin its review no later than 30 calendar days after each performance quarter.
5. If the State’s review determines City of Greeley’s performance does not meet the standards of performance set forth in this grant agreement, the following steps will be taken:
  - i. The State shall notify City of Greeley in writing that performance does not meet the requirements of this Grant Agreement.
  - ii. Thirty (30) calendar days after date of such notification City of Greeley shall submit to the State a written explanation of the cause(s) of the substandard performance, which shall include a written plan for improving performance.
  - iii. The State will review the plan for improvement and notify City of Greeley of its approval within 21 days.

- iv. If the plan is approved by the Department, City of Greeley shall implement the plan immediately upon receipt of the State’s notification. If the plan is not approved by the Department remedial measure will be determined on a case by case basis.

**D. Project Budget**

- 1. The net project cost is estimated to be and shall be shared as follows:

*WBS	22884.10.50
State Share (at 100% or less)	\$40,000
Local Share (at 0% or more)	\$0
<b>Total Project Budget</b>	<b>\$40,000</b>

- 2. The total project budget shall not exceed the maximum allowable cost of. The State will pay no more than 100% of the eligible, actual operating costs up to the maximum FASTER amount of \$40,000. In the event the final, actual project cost is less than the maximum allowable cost, the State is not obligated to provide any more than 100% of the eligible, actual operating costs. The State will retain any remaining balance of the FASTER share. City of Greeley shall be solely responsible for all costs incurred in the project in excess of the amount paid by the State from FASTER funds for the grant share of eligible, actual costs.
- 3. No refund or reduction of the amount of City of Greeley’s share shall be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

**E. Contract Expiration**

This Grant will expire according to the terms and conditions of the Grant Agreement. The expiration date for this Grant is December 31, 2019.

**F. Reimbursement Eligibility**

- 1. Requests for reimbursement for project costs will be paid to City of Greeley upon presentation of invoice(s) to the State for eligible costs incurred after the date of execution of this Grant Agreement through and within the limits of Section D, Project Budget, of this Grant Agreement. City of Greeley may request reimbursements no more than monthly, and will be reimbursed based on the ratio of State Share and Local Share set forth in Project Budget above.
- 2. City of Greeley must submit invoice(s) to the State to be reimbursed. Reimbursements will apply only to eligible expenses that are incurred through December 31, 2020. Reimbursement requests must be within the limits of Section D, Project Budget, of this Grant Agreement.
- 3. City of Greeley may not submit requests for reimbursements more than once per month. The reimbursement will be based on the ratio of state share and local share identified above in Section D, Project Budget, of this Grant Agreement.
- 4. City of Greeley must submit the final invoice(s) within 60 days after December 31, 2019.

**G. Special Conditions**

- 1. City of Greeley shall advertise its fixed route service as available to the general public and service will not be explicitly limited by trip purpose or client type.
- 2. City of Greeley shall comply with the Federal U.S. Department of Transportation (DOT) Drug and Alcohol Regulations.
- 3. City of Greeley shall maintain and report annually all information required by the National Transit Database and any other financial, fleet, service data set forth by the State for the purpose of annual reporting required of the State.
- 4. If City of Greeley is unable to perform the activities described under paragraph B, Project Description, or must significantly change its level of service described herein, City of Greeley shall notify the State in writing.

5. City of Greeley shall work cooperatively with CDOT to market and/or publicize this project as requested by CDOT. Such efforts may include ribbon cuttings, news articles, photos, and/or other media to be supplied by City of Greeley as appropriate.

**H. Safety Data**

City of Greeley shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by the State, the number and extent of passenger injuries or claims and, the number and extent of employee accidents, injuries and incidents.

**I. Training**

In an effort to enhance transit safety, City of Greeley shall make a good faith effort to ensure that appropriate training of agency personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Greeley shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and elderly and disabled persons.

**J. Restrictions on Lobbying**

City of Greeley shall certify that it complies with 2 CFR 200.450, Lobbying, prior to the expenditure of the Federal funds provided in this Grant.

**K. Mutual Cooperation**

All agencies associated with Bustang and Bustang Outrider, shall cooperate with CDOT and others within the Bustang and Bustang Outrider Network\* (Network) to help maintain the positive image of the established high profile statewide network brand by working with each other and CDOT to achieve the goals of the statewide transportation program which include the safe transport and connectivity of the citizens of Colorado using transit services and transit facilities. The premise of which is to perform the scheduled and contracted services as agreed to between Grantee and CDOT. In the event of service changes, service disruption and/or service cancellations, CDOT, the public, and the Network will be notified immediately to allow for alternate methods of transportation to be planned. Collaboration among the Network agencies shall take place to mitigate emergencies and to assist with daily operational challenges that act in the best interest of the passengers and the State of Colorado.

\*Bustang and Bustang Outrider Network is reflected on the map below via the routes and the respective transit centers.



## 24. EXHIBIT B - FASTER Program Requirements

### 1. PROJECT PAYMENT PROVISIONS

- A. The State will reimburse the Grantee 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 Grant. Provided, however, that charges incurred by the Grantee prior to the Effective Date of this Grant will not be charged by the Grantee to the Project, and will not be reimbursed by the State.
- B. The State will reimburse the Grantee's reasonable, allocable, allowable costs of performance of the Work, not exceeding the maximum total of this Grant. The applicable principles described in Exhibit D shall govern the allowability and allocability of costs under this Grant. The Grantee shall comply with all such principles. To be eligible for reimbursement, costs by the Grantee shall be:
- i. in accordance with the provisions, terms and conditions of this Grant;
  - ii. necessary for the accomplishment of the Work;
  - iii. reasonable in the amount for the Goods and Services provided;
  - iv. actual net cost to the Grantee (i.e. the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);
  - v. incurred for Work performed after the Effective Date of this Grant; and
  - vi. satisfactorily documented.

Examples of ineligible costs include:

- i. Staff or administrative overhead costs of the Grantee, unless specifically allowed for in the Scope of Work;
  - ii. Fines and penalties; and
  - iii. Entertainment expenses.
- C. The Grantee shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards and principles (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that Grant Funds are expended and costs accounted for in a manner consistent with this Grant and Project objectives:
- i. All allowable costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, grants or vouchers evidencing in detail the nature of the charges.
  - ii. Any check or order drawn up by the Grantee, 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 Grantee, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, grants, 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. The Grantee will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the Project. The Grantee'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.
- E. 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 Grant must be received by the State within 60 days after termination of this Grant.
- i. Payments pursuant to this Grant shall be made in whole or in part, from available funds, encumbered for the purchase of the described services. If this Grant is terminated, final payment to the Grantee may be withheld at the discretion of the State until completion of final audit.

### 2. STATE AND GRANTEE COMMITMENTS

CDOT and the Grantee also agree to ensure the Project is completed within the applicable design and construction standards in accordance with **Exhibit F**-State and Grantee Commitments.

### 3. PROCUREMENT STANDARDS

The Grantee agrees to carry out its procurements consistent with the general procurement standards of the State. The Grantee agrees to follow the general procurement standards set forth in **Exhibit E**.

**4. CONFORMANCE WITH LAW**

The Grantee and its agent(s) will adhere to all applicable state and federal laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Further, the Grantee agrees to comply with the intent and requirements of the National Environmental Policy Act (NEPA) regardless of whether or not there is federal funding involved, as is consistent with CDOT's Environmental Stewardship Guide.

**5. STATE INTEREST This section applies if box checked** 

The Grantee understands and agrees that the State retains a State interest in any real property, or equipment financed with State assistance (Project property) until, and to the extent that the State relinquishes its State interest in that Project property, as described in **Exhibit A**. All State interests in real property or equipment shall survive termination, expiration or cancellation of this Grant. With respect to any Project property financed with State assistance under this Grant, the Grantee agrees to comply with the following:

- A. Use of Project Property.** The Grantee agrees to use Project property for appropriate Project purposes for the duration of the useful life of that property, as required by the State and set forth in the scope. Should the Grantee unreasonably delay or fail to use Project property during the useful life of that property, the Grantee agrees that it may be required to return the entire amount of the State assistance expended on that property. The Grantee further agrees to notify the State immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Grantee has made to CDOT.
- B. Maintenance.** The Grantee agrees to maintain Project property in good operating order to the State's satisfaction.
- C. Records.** The Grantee agrees to keep satisfactory records pertaining to the use of Project property, and submit to the State upon request such information as may be required to assure compliance with this Section.
- D. Encumbrance of Project Property.** The Grantee agrees to maintain satisfactory continuing control of Project property as follows:
  - i. Written Transactions.** The Grantee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party grant, subgrant, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing State interest in that Project property.
  - ii. Oral Transactions.** The Grantee agrees that it will not obligate itself in any manner to any third party with respect to Project property.
  - iii. Other Actions.** The Grantee agrees that it will not take any action adversely affecting the State interest in or impair the Grantee's continuing control of the use of Project property.
- E. Transfer of Project Property.** The Grantee understands and agrees as follows:
  - i. Grantee Request.** The Grantee may transfer any Project property financed with State assistance to another public body or private nonprofit entity to be used for the same purpose set forth herein with no further obligation to the State Government, provided the transfer is approved by the State in writing.
  - ii. State Government Direction.** The Grantee agrees that the State may direct the disposition of, and even require the Grantee to transfer, title to any Project property financed with State assistance under this Grant if it is found that the Project property is not being used for the intended purpose as stated in the Scope of Work.
  - iii. Leasing Project Property to Another Party.** If the Grantee leases any Project property to another party, the Grantee agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Grantee and lessee, or another similar document, consistent with the Project purpose set forth herein. Upon request by the State, the Grantee agrees to provide a copy of any relevant documents.
- F. Disposition of Project Property.** The Grantee agrees that the State may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.
  - i. Project Property Prematurely Withdrawn from Use.** For Project property withdrawn from

appropriate use before its useful life has expired, the Grantee agrees as follows:

- a). **Notification Requirement.** The Grantee agrees to notify the State immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
  - b). **Calculating the Fair Market Value of Prematurely Withdrawn Project Property.** The Grantee agrees that the State retains a State interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the State interest in the Project property shall be determined by the ratio of the State assistance awarded for the property to the actual cost of the property. The Grantee agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:
    - I. **Equipment.** The Grantee agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment as established or approved by the State. The fair market value of Project equipment shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.
    - II. **Real Property.** The Grantee agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the State, or by straight line depreciation, whichever is greater.
    - III. **Exceptional Circumstances.** The Grantee agrees that the State may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Grantee may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the State may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation of Project property withdrawn from appropriate use.
  - c). **Financial Obligations to the State.** The Grantee agrees to remit to the State the State interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Grantee may fulfill its obligations to remit the State interest by either:
    - I. Investing an amount equal to the remaining State interest in like-kind property that is eligible for assistance within the scope of the Project that provided State assistance for the Project property prematurely withdrawn from use; or
    - II. Returning to the State an amount equal to the remaining State interest in the withdrawn Project property.
- G. State Interest-Project.** The State shall protect its interest in the equipment being obtained with Grant Funds.
- H. Insurance Proceeds.** If the Grantee receives insurance proceeds as a result of damage or destruction to the Project property, the Grantee agrees to:
- i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
  - ii. Return to the State an amount equal to the remaining State interest, based on straight line depreciation, in the damaged or destroyed Project property.
- I. Misused or Damaged Project Property.** If any damage to Project property results from abuse or misuse occurring with the Grantee's knowledge and consent, the Grantee agrees to restore the Project property to its original condition or refund the value of the State interest, based on straight line depreciation, in that property, as the State may require.
- J. Responsibilities After Project Closeout.** The Grantee agrees that Project closeout by the State will not change the Grantee's Project property management responsibilities as stated in this Section of the Grant.

**6. RAILROADS This section applies if box checked** 

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 Grantee 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 Grantee shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning State or 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.

**7. UTILITIES, ACCESS, RIGHT OF WAY This section applies if box checked** 

**A. Utilities.**  If necessary, the Grantee will be responsible for obtaining the proper clearance or approval from any utility company, local, State, or federal government agency, or other entity which may become involved in this Project. CDOT will reasonably assist Grantee in this regard in all cases in which CDOT is in a unique position to do so, provided that in no case will CDOT be required to expend State funds to provide such assistance. Prior to this Project being advertised for bids, the Grantee will certify in writing to the State that all such clearances have been obtained.

**B. Access.**  The Grantee shall be responsible for obtaining an access permit from CDOT Region offices. The Grantee shall be responsible for obtaining a use and occupancy permit from the State. Prior to this Project being advertised for bids, the Grantee will certify in writing to the State that all such clearances have been obtained.

**C. Right of Way.**  The parties acknowledge that the Project is for the mutual benefit of the Grantee and CDOT, and that it shall be constructed on State right of way. As a result of the Project being constructed on State right of way, the Grantee shall be responsible for obtaining an approved Interchange Approval consistent with CDOT Policy Directive 1601. The Grantee shall also be responsible for executing a grant with CDOT that addresses how construction oversight shall be coordinated and carried out.

If the Project includes right of way, prior to this Project being advertised for bids, the Grantee 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 federal and state statutes, regulations, CDOT policies and procedures, 49 CFR Part 24, the Uniform Act government-wide regulation-, the FHWA "Project Development Guide" and CDOT's "Right of Way Operations Manual".

Allocation of responsibilities can be as follows:

- i. 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);
- ii. Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- iii. 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 Grantee's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Operation Manual. The manual is located at [http://www.dot.state.co.us/ROW\\_Manual/](http://www.dot.state.co.us/ROW_Manual/).

**8. MAINTENANCE OBLIGATIONS This section applies if box checked** 

The Grantee will maintain and operate the improvements constructed under this Grant at its own cost and expense during their useful life, in a manner reasonably satisfactory to the State. The Grantee 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 Grantee's obligations to maintain such improvements. The State may make periodic inspections of the Project to verify that such improvements are being adequately maintained.

**9. NON DISCRIMINATION**

The Grantee agrees to comply with and ensure any Sub grantees comply with, the requirements of:

- A. The American with Disabilities Act, Title II, and its implementing regulations--28 CFR Part 35, and 49 CFR parts 27, 37 and 38; and
- B. The Civil Rights Act of 1964, Titles VI and VII, and their implementing regulations.
- C. Grantee shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Colorado Department of Transportation shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.



(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.

**10. DISADVANTAGE BUSINESS ENTERPRISE (“DBE”) EFFORTS**

The State encourages the Grantee to utilize small businesses owned by minorities, women and disadvantaged individuals to the greatest extent possible without sacrificing adequate competition. The Grantee is reminded of the illegality of discrimination and of the need to take all necessary and reasonable steps to ensure non-discrimination in the area of contracting and procurement and to create a level playing field where small minority, women, and disadvantaged businesses can compete fairly in CDOT assisted contracts and procurements. This policy specifically upholds the Transportation Commission’s commitment to fair and equitable business practices and is supported by CDOT’s small business development programs.

The CDOT Center for Equal Opportunity (EO) can provide lists of qualified DBE/MBE/WBE vendors as well as other technical assistance. Inquiries can be directed to the Director of Center for Equal Opportunity or Business Team Supervisor at 303-757-9234.

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**25. EXHIBIT C – VERIFICATION OF PAYMENT**

This checklist is to assist the Grantee in preparation of its billing packets to CDOT. This checklist is provided as guidance and is subject to change by CDOT. CDOT shall provide notice of any such changes to Grantee. All items may not apply to your particular entity. CDOT's goal is to reimburse Grantees as quickly as possible and a well organized and complete billing packet helps to expedite payment.

 **Verification of Payment –**

- ✓ General Ledger Report must have the following:
  - Identify check number or EFT number
  - If no check number is available, submit Accounts Payable Distribution report with the General Ledger
  - In-Kind (must be pre-approved by CDOT) and/or cash match
  - Date of the report
  - Accounting period
  - Current period transactions
  - Account coding for all incurred expenditures.
- ✓ If no General Ledger Report, all of the following are acceptable:
  - copies of checks
  - check registers
  - paycheck stub showing payment number
  - showing the amount paid, the check number or electronic funds transfer (EFT) and the date paid.
- ✓ CDOT needs to ensure that expenditures incurred by the local agencies have been paid by the local agency ***before*** CDOT is invoiced by the local agency.
- ✓ Payment amounts should match the amount requested on the reimbursement. Additional explanation and documentation is required for any variances.

 **In-Kind or Cash Match – If an entity wishes to use these types of match, they must be approved by CDOT prior to any work taking place.**

- ✓ If in-kind or cash match is being used for the local match, the in-kind or cash match portion of the project must be included in the project application and the scope of work attached to the contract or purchase order. FTA does not require pre-approval of in-kind or cash match, but CDOT does.
- ✓ General ledger must also show the in-kind and/or cash match.

 **Indirect costs – If an entity wishes to use indirect costs, the rate must be approved by CDOT prior to applying it to the reimbursements.**

- ✓ If indirect costs are being requested, an approved indirect letter from CDOT or your cognizant agency must be provided. The letter must state what indirect costs are allowed, the approved rate and the time period for the approval. The indirect cost plan must be reconciled annually and an updated letter submitted each year thereafter.

 **Fringe Benefits- Considered part of the Indirect Cost Rate and must be reviewed and approved prior to including these costs in the reimbursements.**

- ✓ Submit an approval letter from cognizant agency that verifies fringe benefit or
- ✓ Submit the following fringe benefit rate proposal package to CDOT Audit Division:
  - Copy of Financial Statement
  - Personnel Cost Worksheet
  - State of Employee Benefits
  - Cost Policy Statement

**26. EXHIBIT D - 2 CFR 200 Subparts A-F**

This **Exhibit D** includes select applicable provisions as they exist or as of the Effective Date. Grantee is responsible for compliance with all State and federal laws, rules and regulations as they currently exist and may hereafter be amended, including 2 CFR 200 Subparts A through F, and 2 CFR 1201.

**§200.100 Purpose.**

- (a)
- (1) This part establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities, as described in §200.101 Applicability. Federal awarding agencies must not impose additional or inconsistent requirements, except as provided in §§ 200.102 Exceptions and 200.210 Information contained in a Federal award, or unless specifically required by Federal statute, regulation, or Executive Order.
  - (2) This part provides the basis for a systematic and periodic collection and uniform submission by Federal agencies of information on all Federal financial assistance programs to the Office of Management and Budget (OMB). It also establishes Federal policies related to the delivery of this information to the public, including through the use of electronic media. It prescribes the manner in which General Services Administration (GSA), OMB, and Federal agencies that administer Federal financial assistance programs are to carry out their statutory responsibilities under the Federal Program Information Act (31 U.S.C. 6101-6106 6101-6106).
- (b) **Administrative requirements.** Subparts B through D of this part set forth the uniform administrative requirements for grant and cooperative agreements, including the requirements for Federal awarding agency management of Federal grant programs before the Federal award has been made, and the requirements Federal awarding agencies may impose on non-Federal entities in the Federal award.
- (c) **Cost Principles.** Subpart E - Cost Principles of this part establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of Federal Government participation in the financing of a particular program or project. The principles are designed to provide that Federal awards bear their fair share of cost recognized under these principles except where restricted or prohibited by statute.
- (d) **Single Audit Requirements and Audit Follow-up.** Subpart F - Audit Requirements of this part is issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501- 7507 7501-7507). It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards. These provisions also provide the policies and procedures for Federal awarding agencies and pass-through entities when using the results of these audits.
- (e) For OMB guidance to Federal awarding agencies on Challenges and Prizes, please see M-10-11 Guidance on the Use of Challenges and Prizes to Promote Open Government, issued March 8, 2010, or its successor.

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**27. EXHIBIT E - General Procurement Standards**

This **Exhibit E** includes select applicable provisions as they exist or as of the Effective Date. Grantee is responsible for compliance with all State and federal laws, rules and regulations as they currently exist and may hereafter be amended.

**General Procurement Standards**

1. Maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order.
2. Maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.
3. Maintain procedures that provide for the review of proposed procurements to avoid purchase of unnecessary or duplicative items.
4. Use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
5. Make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
6. Maintain records sufficient to detail the significant history of the procurement. Including:
  - a. Rationale for the method of procurement;
  - b. Selection of contract type;
  - c. Contractor selection or rejection;
  - d. Basis for the contract price; and
  - e. Other.
7. Maintain protest procedures to handle and resolve disputes relating to procurements.
8. All procurement transactions shall be conducted in a manner providing full and open competition.
9. Maintain written selection procedures for procurement transactions.
10. Ensure that all pre-qualified list of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.
11. Method of procurements to be followed:
  - a. Small Purchase – is a relatively simple and informal procurement method for securing services, supplies, or other property that do not cost more than \$150,000.00. If small purchase procedures are used, price or rate quotation shall be obtained from at least three sources. Quotations will be in writing if for goods in excess of \$10,000 and if for services in excess of \$25,000.00.
  - b. Formal Sealed Bids –are publicly solicited and a firm-fixed-prices (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. This method is preferred for procuring construction. If this method is used, the following requirements apply:
    - i. Must be publicly advertised;
    - ii. Must give at least 14 days for bidders to respond;
    - iii. Must include any specifications and pertinent attachments to all bidders to respond properly;
    - iv. All bids will be publicly opened at the time and place prescribed in the invitation for bid;
    - v. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder; and
    - vi. Any or all bids may be rejected if there is a sound documented reason.

- c. Competitive Proposals – are generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
    - i. Request for proposals will be publicized;
    - ii. Identify all evaluation factors and their relative importance;
    - iii. Proposals will be solicited from an adequate number of qualified sources;
    - iv. Have a method for conducting technical evaluation of the proposals received and for selecting awardees;
    - v. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
    - vi. May be used for qualifications-based procurement of architectural/engineering professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected. Note – the method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms. See also **Exhibit I** for procurement of A/E professional services.
  - d. Noncompetitive Proposals - may be used only when the award of a contract is infeasible under the other three methods and the following circumstances applies:
    - i. The item is available only from a single source;
    - ii. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
    - iii. The awarding agency authorizes noncompetitive proposals; or
    - iv. After solicitation of a number of sources, competition is determined inadequate.
12. Small, Minority and Women owned business enterprise and labor surplus area firms – In accordance with **Exhibit B**, Section 9 take affirmative steps to assure that minority and women business enterprises, and labor surplus area firms are used when possible.
- a. Placing qualified firms on solicitation lists;
  - b. Assuring that firms are solicited whenever they are potential sources;
  - c. Dividing total quantities to permit maximum participation;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by S/M/W owned firms; and
  - e. Using the services of the Small Business Administration, Minority Business Development Agency of the Department of Commerce, the CDOT EO office or other agencies that qualify S/M/W owned firms.
13. Bonding requirements – For construction or facility improvement contracts or subcontracts exceeding \$100,000.00.

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**28. EXHIBIT F - State and Grantee Commitments****A. Design – This section applies if box checked:** 

1. Work including preliminary design or final design (the “Construction Plans”), design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), requires that the Grantee 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 Grantee 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 Grant documents;
  - g. be responsible for the Plans being accurate and complete; and
  - h. make no further changes in the Plans following the award of the construction contract except in writing approved by all 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. Grantee:
  - a. 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. (If applicable) 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 FHWA requirements.
  - c. may enter into a contract with a Subgrantee to do all or any portion of the Plans and/or of construction administration. Provided, however, that if State funds are involved in the cost of such work to be done by a Subgrantee, that Subgrantee subgrant (and the performance/provision of the Plans under the subgrant) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State, including those in this Grant. If the Grantee does enter into a subgrant with a Subgrantee for the Work:
    - (1) Grantee shall submit a certification that procurement of any design Subgrantee subgrant complied with the requirements of 23 CFR 172.5(1) prior to entering into subgrant. The State shall either approve or deny such procurement. If denied, the Grantee may not enter into the subgrant.
    - (2) Grantee shall ensure that all changes in the Subgrantee subgrant have prior approval by the State. Such changes in the subgrant shall be by written supplement grant. As soon as the subgrant with the Subgrantee has been awarded by the Grantee, one copy of the executed subgrant shall be submitted to the State. Any amendments to such subgrant shall also be submitted.
    - (3) it shall require that all Subgrantee billings under that subgrant 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 Subgrantee) shall use the CDOT procedures described to administer that design Subgrantee subgrant, to comply with 23 CFR 172.5(b) and (d).
    - (5) it may expedite any CDOT approval of its procurement process and/or Subgrantee subgrant by submitting a letter to CDOT from the certifying Grantee’s attorney/authorized representative certifying compliance with 23 CFR 172.5(b) and (d).
    - (6) it shall ensure that its Subgrantee subgrant complies with the requirements of 2 CFR Appendix II to Part 200 and contains the following language verbatim:
      - (a) “The design work under this Grant shall be compatible with the requirements of the Grant between the Grantee 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 subgrant for that purpose.”

- (b) “Upon advertisement of the Project work for construction, the Subgrantee 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 Subgrantee shall review the construction Subgrantee’s shop drawings for conformance with the subgrant 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 Grantee to make changes therein that the State determines are necessary to ensure compliance with State and federal requirements.

**B. Construction – This section applies if box checked:**

1. Work including construction requires that, the Grantee perform the construction and construction administration in accordance with the approved Plans and CDOT oversight. Such administration shall include Project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of grant payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for Grant modification orders and minor subgrant revisions; processing Subgrantee claims; construction supervision; and meeting the Quality Control requirements of CDOT which can be found in the FHWA and CDOT Stewardship agreement located at:  
<http://www.coloradodot.info/business/permits/accesspermits/references/stewardship-agreement.pdf>.
2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Grantee, due to the failure of the Grantee or its Subgrantee 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. Grantee:
  - a. shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Grantee Project Engineer (“LAPE”), to perform that administration. The LAPE shall administer the Project in accordance with this Grant, the requirements of the construction subgrant 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 subgrant(s) to the low responsible bidder(s) upon approval by the State.
    - (1) In advertising and awarding the bid for the construction, the Grantee shall comply with applicable requirements of 23 USC §112, 23 CFR Parts 633 and 635, and CRS §24-92-101 et seq. Those requirements include, without limitation, that the Grantee/Subgrantee shall comply with terms and conditions as required by 23 CFR §633.102(e).
    - (2) The Grantee has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Grantee must declare the acceptance or rejection within 3 working days after said bids are publicly opened.
    - (3) By indicating its concurrence in such award, the Grantee, 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 State 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 Grantee personnel (i.e. by force account), rather than by a competitive bidding process, the Grantee will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR Part 635, Subpart B, Force Account Construction.
    - (1) Such Work will normally be based upon estimated quantities and firm unit prices agreed to between the Grantee, the State and FHWA (if needed) 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 Grantee 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/or FHWA (if needed) 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 the CDOT Form 1212 (for FHWA), if applicable.
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 Grantee within the Work of this Grant.

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**29. EXHIBIT G - Option Letter**

*NOTE: This option is limited to the specific scenarios listed below AND cannot be used in place of exercising a formal amendment.*

SAP PO#	Original CMS	Option Letter No.	CMS #
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**Contractor / Grantee:** \_\_\_\_\_

- A. SUBJECT:** *(Choose applicable options listed below AND in section B and delete the rest)*
1. Option to renew (for an additional term); this renewal cannot be used to make any change to the original scope of work; and
  2. Option to initiate next phase to include Design, Construction, Environmental, Utilities, ROW ONLY (does not apply to Acquisition/Relocation or Railroads);
- B. REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:  
**(Insert the following language for use with Option #1):** In accordance with Paragraph(s) \_\_\_\_\_ of grant routing number (insert *FY, Agency code, & CLIN routing #*), between the State of Colorado, Department of Transportation, and (*insert Grantees name*) the State hereby exercises the option for an additional term of (*insert performance period here*) at a cost/price specified in Paragraph/Section/Provision \_\_\_\_\_ of the original grant, AND/OR an increase in the amount of goods/services at the same rate(s) as specified in Paragraph \_\_\_\_\_ of the original grant.

**(Insert the following language for use with Option #2):** In accordance with the terms of the original grant (*insert FY, Agency code & CLIN routing #*) between the State of Colorado, Department of Transportation and (*insert Grantee's name here*), the State hereby exercises the option to initiate the phase in (*indicate Fiscal Year here*) that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*). Total funds for this Grant remain the same (*indicate total dollars here*) as referenced in Paragraph/Section/Provision/Exhibit \_\_\_\_\_ of the original grant.

**(The following language must be included on all options):** The amount of the current Fiscal Year grant value is (*increased/decreased*) by (\$ *amount of change*) to a new Grant value of (\$ \_\_\_\_\_) to satisfy services/goods ordered under the grant for the current fiscal year (*indicate Fiscal Year*). The first sentence in Paragraph/Section/Provision \_\_\_\_\_ is hereby modified accordingly. The total grant value to include all previous amendments, option letters, etc. is (\$ \_\_\_\_\_). The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

**State of Colorado**  
**Jared S. Polis, Governor**

By: \_\_\_\_\_  
 Executive Director,  
 Colorado Department of Transportation

Date: \_\_\_\_\_

**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
 Controller  
 Colorado Department of Transportation

Date: \_\_\_\_\_

**30. EXHIBIT H - State or Federal-Aid Project Agreements with Professional Subgrantee Services**

The Grantee shall use these procedures to implement State or Federal-aid project agreements with professional Sub grantee services including, but not limited to engineering, design, or architectural services.

23 CFR Part172 applies to a federally funded Grantee project agreement administered by CDOT that involves professional Sub grantee services. 23 CFR §172.1 states “The policies and procedures involve federally funded grants for engineering and design related services for projects subject to the provisions of 23 USC §112(a) and are issued to ensure that a qualified Subgrantee is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR §172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional Subgrantee services under a federally funded Subgrantee subgrant administered by CDOT.

**Preference of Colorado Labor**

Grantee certifies, warrants, and agrees that it has knowledge of the “Keep Jobs in Colorado Act of 2013” codified at Sections 8-17-101, et seq., of the Colorado Revised Statutes and accompanying rules, 7 CCR 1103-6, and that Colorado labor shall be employed to perform at least eighty percent (80%) of the Work.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Subgrantee Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR Part172 and Colorado Revised Statute CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR Part 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Grantee must follow in obtaining professional Subgrantee services. This guidance follows the format of 23 CFR Part 172. The steps are:

1. The contracting Grantee shall document the need for obtaining professional services.
2. Prior to solicitation for Subgrantee services, the contracting Grantee shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in CRS §24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for grants in conformity with the requirements of CRS §24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for Subgrantee services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of ten percent (10%) for Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. The analysis and selection of the Subgrantee should be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime Subgrantee and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the project,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the Subgrantee's:

- a. Abilities of their personnel,
  - b. Past performance,
  - c. Willingness to meet the time and budget requirement,
  - d. Location,
  - e. Current and projected work load,
  - f. Volume of previously awarded contracts, and
  - g. Involvement of minority Subgrantees.
6. Once a Subgrantee is selected, the Grantee enters into negotiations with the Subgrantee to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for grants expected to be greater than \$50,000. Federal reimbursement for costs are limited to those costs allowable under the cost principles of 48 CFR Part 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six (6) to fifteen (15) percent of the total direct and indirect costs.
  7. A qualified Grantee employee shall be responsible and in charge of the project to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the Grant. At the end of project, the Grantee prepares a performance evaluation (a CDOT form is available) on the Subgrantee.
  8. Each of the steps listed above is to be documented in accordance with the provisions of 2 CFR 200.333, which provide for records to be kept at least three (3) years from the date that the Grantee submits its final expenditure report. Records of projects under litigation shall be kept at least three (3) years after the case has been settled.

The CRS §§24-30-1401 through 1408, 23 CFR Part 172, and P.D. 400.1, provide additional details for complying with the eight (8) steps just discussed.

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**31. EXHIBIT I - Grantee Contract Administration Checklist**

The following checklist has been developed to ensure that all required aspects of a project approved for federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for federal funding in the Statewide Transportation Improvement Program, CDOT Project Manager, Grantee Project Manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual Grant. CDOT will not process a Grant without this completed checklist. It will be reviewed at the “Final Office Review” meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION GRANTEE CONTRACT ADMINISTRATION CHECKLIST			
Project No.	STIP No.	Project Code	Region
Project Location		Date	
Project Description			
Grantee		Grantee Project Manager	
CDOT Resident Engineer		CDOT Project Manager	
<p><b>INSTRUCTIONS:</b></p> <p>This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this Grant. The checklist becomes an attachment to the Grant. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i>.</p> <p>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. Only one responsible party should be selected. When neither CDOT nor the Grantee is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.</p> <p>Tasks that will be performed by headquarters staff will be indicated. The regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.</p> <p>The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Grantee Project Manager, and submitted to the CDOT Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Grantee Project Manager, will prepare and distribute a revised checklist.</p>			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
<b>TIP / STIP AND LONG-RANGE PLANS</b>			
2.1	Review Project to ensure it is consist with STIP and amendments thereto		X
<b>FEDERAL FUNDING OBLIGATION AND AUTHORIZATION</b>			
4.1	Authorize funding by phases (CDOT Form 418 –State or Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
<b>PROJECT DEVELOPMENT</b>			
5.1	Prepare Design Data - CDOT Form 463		
5.2	Prepare Grantee/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement		
5.4	Conduct Design Scoping Review Meeting		
5.5	Conduct Public Involvement		
5.6	Conduct Field Inspection Review (FIR)		
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)		
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)		
5.9	Obtain Utility and Railroad Agreements		
5.10	Conduct Final Office Review (FOR)		
5.11	Justify Force Account Work by the Grantee		
5.12	Justify Proprietary, Sole Source, or Grantee Furnished Items		
5.13	Document Design Exceptions - CDOT Form 464		
5.14	Prepare Plans, Specifications and Construction Cost Estimates		
5.15	Ensure Authorization of Funds for Construction		X
<b>PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE</b>			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		
6.2	Determine Applicability of Davis-Bacon Act This project <input 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.)  _____ CDOT Resident Engineer (Signature on File) _____ Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances:		
	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)		X
<b>ADVERTISE, BID AND AWARD</b>			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks		
7.2	Advertise for Bids		
7.3	Distribute “Advertisement Set” of Plans and Specifications		

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement		
7.5	Open Bids		
7.6	Process Bids for Compliance		
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence		
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract		
7.10	Provide “Award” and “Record” Sets of Plans and Specifications		
<b>CONSTRUCTION MANAGEMENT</b>			
8.1	Issue Notice to Proceed to the Contractor		
8.2	Project Safety		X
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B)		
	Pre-survey		
	1. Construction staking		
	2. Monumentation		
	Partnering (Optional)		
	Structural Concrete Pre-Pour (Agenda is in CDOT Construction Manual)		
	Concrete Pavement Pre-Paving (Agenda is in CDOT Construction Manual)		
	HMA Pre-Paving (Agenda is in CDOT Construction Manual)		
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents		
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be “in responsible charge of construction supervision.”		
	_____	_____	
	Grantee Professional Engineer	Phone number	
	or		
	CDOT Resident Engineer		
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications		
	Construction inspection and documentation		
8.6	Approve Shop Drawings		
8.7	Perform Traffic Control Inspections		
8.8	Perform Construction Surveying		
8.9	Monument Right-of-Way		
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates		

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
	Provide the name and phone number of the person authorized for this task.  _____ Phone number		
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings		
8.12	Prepare Grantee Reimbursement Requests	X	
8.13	Prepare and Authorize Change Orders		
8.14	Approve All Change Orders		X
8.15	Monitor Project Financial Status		
8.16	Prepare and Submit Monthly Progress Reports		
8.17	Resolve Contractor Claims and Disputes		
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task.  CDOT Resident Engineer Phone number		X
<b>MATERIALS</b>			
9.1	Conduct Materials Pre-Construction Meeting		
9.2	Complete CDOT Form 250 - Materials Documentation Record 1. Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project 2. Update the form as work progresses 3. Complete and distribute form after work is completed		
9.3	Perform Project Acceptance Samples and Tests		
9.4	Perform Laboratory Verification Tests		
9.5	Accept Manufactured Products  Inspection of structural components: 1. Fabrication of structural steel and pre-stressed concrete structural components 2. Bridge modular expansion devices (0" to 6" or greater) 3. Fabrication of bearing devices		
9.6	Approve Sources of Materials		
9.7	Independent Assurance Testing (IAT), Grantee Procedures <input type="checkbox"/> CDOT Procedures <input type="checkbox"/> 1. Generate IAT schedule 2. Schedule and provide notification 3. Conduct IAT		
9.8	Approve mix designs Concrete Hot mix asphalt		
9.9	Check Final Materials Documentation		
9.10	Complete and Distribute Final Materials Documentation		
<b>CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE</b>			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements		

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist		
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280		
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the “Commercially Useful Function” Requirements		
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire		
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)		
10.7	Submit FHWA Form 1391 - Highway Construction Contractor’s Annual EEO Report		
<b>FINALS</b>			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Grantee participation.)		<b>X</b>
11.2	Write Final Project Acceptance Letter		
11.3	Advertise for Final Settlement		
11.4	Prepare and Distribute Final As-Constructed Plans		
11.5	Prepare EEO Certification		
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications		
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)		
11.8	Obtain CDOT Form 17 from the Contractor and Submit to the Resident Engineer		
11.9	Obtain FHWA Form 47 - Statement of Materials and Labor Used ... from the Contractor		
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		<b>X</b>
11.11	Process Final Payment		
11.12	Complete and Submit CDOT Form 950 - Project Closure		
11.13	Retain Project Records for Six Years from Date of Project Closure		
11.14	Retain Final Version of Grantee Contract Administration Checklist		

- cc:** CDOT Resident Engineer  
 CDOT Project Manager  
 CDOT Region Program Engineer  
 CDOT Region EEO/Civil Rights Specialist  
 CDOT Region Materials Engineer  
 CDOT Contracts and Market Analysis Branch  
 Grantee Project Manager