

Greeley City Council Agenda

Regular Meeting
Tuesday, July 15, 2025 at 6:00 PM

City Council Chambers at City Center South, 1001 11th Avenue, Greeley, CO 80631
via Zoom at: <https://greeleygov.zoom.us/j/84723107675>

NOTICE:

City Council Meetings are held on the 1st and 3rd Tuesdays of each month in the City Council Chambers. Meetings are conducted in a hybrid format, with a Zoom webinar in addition to the in-person meeting in Council Chambers.

City Council members may participate in this meeting via electronic means pursuant to their adopted policies and protocol.

Members of the public are also invited to choose how to participate in Council meetings in the manner that works best for them.

Watch Meetings:

Meetings are open to the public and can be attended in person by anyone.

Meetings are televised live on GTV8 on cable television.

Meetings are livestreamed on the City's Meeting Portal <https://greeleyco.portal.civicclerk.com/>

Comment in Real Time:

During the public input portion of the meeting and public hearings:

In person attendees can address the Council in the Chambers.

The public can join the Zoom Webinar and comment from the remote meeting.

Submit Written Comments:

Email comments about any item on the agenda before Noon on the day of the meeting to cityclerks@greeleygov.com.

Written comments can be mailed or dropped off at the City Clerk's office at City Hall, at 1100 10th Street Greeley, CO 80631. Any comments received prior to 12 p.m. on the day of the meeting, will be sent to Council and published in the agenda packet post meeting.

For more information about this meeting, to request reasonable accommodations for accessibility purposes in an alternative format, or for meeting agendas, minutes, and archived videos, please contact the City Clerk's Office at cityclerks@greeleygov.com or 970-350-9740.



Mayor

John Gates

Councilmembers

Tommy Butler - Ward I

Deb DeBoutez - Ward II

Johnny Olson - Ward III

Dale Hall - Ward IV

Brett Payton - At-Large

Melissa McDonald - At-Large



**City Council
Regular Meeting Agenda**

Tuesday, July 15, 2025 at 6:00 PM

City Council Chambers at City Center South, 1001 11th Avenue, Greeley, CO 80631

via Zoom at: <https://greeleygov.zoom.us/j/84723107675>

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Recognitions and Proclamations
 - Parks and Recreation Month Proclamation
 - What's Great About Greeley Report
6. Citizen Input
7. Reports from Mayor and Councilmembers
8. Initiatives from Mayor and Councilmembers
9. Allo Project Completion Announcement and Certificate to the City

Consent Agenda

The Consent Agenda is a meeting management tool to allow the City Council to handle several routine items with one action.

Councilmembers may request an item be pulled off the Consent Agenda and considered separately under the next agenda item in the order they were listed.

10. Motion to approve the City Council Meeting Proceedings of June 3 and June 17, 2025, and City Council Work Session Proceedings of June 10 and June 24, 2025
11. Motion to set a special meeting for July 22, 2025, for the purpose of considering a lease agreement between the City of Greeley and the Colorado Eagles

12. Resolution of the City Council of the City of Greeley, Colorado approving a Change Order with Bolton & Menk (US 34 & WCR 17 Intersection Improvements Design - Change Order #3)
13. Resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation (CDOT) for the 83rd Avenue Improvements
14. Resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation (CDOT) for the 10th Street Multimodal Improvements
15. Resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation (CDOT) for the Center Loading Mobility HUB on US 34 Bypass
16. Resolution finding substantial compliance with State Annexation laws for the properties collectively known as ANX2024-0001, Willow Vista Annexation No. 1, located generally south of Weld County Road 66 and north of Weld County Road 64, into the City of Greeley, the subject site is comprised of 63.29 acres.
17. Resolution finding substantial compliance with State Annexation laws for the property known as ANX2024-0002, Willow Vista Annexation No. 2, located generally south of Weld County Road 66 and north of Weld County Road 64 and east of Weld County Road 35, into the City of Greeley. The subject site is comprised of 74.71 acres.
18. Resolution finding substantial compliance with State Annexation laws for the properties collectively known as ANX2024-0003, Willow Vista Annexation No. 3, located generally south of Weld County Road 66 and north of Weld County Road 64 and east of Weld County Road 35, into the City of Greeley. The subject site is comprised of 84.40 acres.

End of Consent Agenda

19. Pulled Consent Agenda Items
20. Continued public hearing and second reading ordinance changing the official zoning map of the City of Greeley, Colorado, to establish a Planned Unit Development (PUD) for approximately 49.056 acres located at the Northwest corner of 71st Avenue and 25th Street (Village at Greeley)
21. Public hearing and second reading of an ordinance setting the Final Determination of Lots and Lands to be included within Local Improvement District (LID) No. 346590; setting forth the maximum fee per acre; and setting forth the property to be included and names of the apparent owners of property to be included
22. Public hearing and resolution approving the substantial amendment update to the Allocation Plan for Home-American Rescue Plan (Home-ARP)
23. Public hearing and resolution approving the amended 2024 Annual Action Plan for the proposed Community Development Block Grant Budget, as an annual component of the consolidated plan
24. Public hearing and resolution approving the amended 2025 Annual Action Plan for the proposed Community Development Block Grant Budget, as an annual component of the consolidated plan

25. Appointments to Boards and Commissions - Construction Trades Advisory and Appeals Board and Judicial Review Board
26. Motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances
27. Scheduling of Meetings, Other Events
28. Adjournment



Council Agenda Summary

Item: 5.

Title:

Recognitions and Proclamations

Summary:

Mayor Gates will present a proclamation:

- Parks & Recreation Month

Councilmember Olson will present the *What's Great about Greeley* Report.

Attachments:

Parks & Recreation Month Proclamation

What's Great About Greeley Report?



Parks and Recreation Month 2025

WHEREAS, parks and recreation is an integral part of communities through this country including the City of Greeley; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation are fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation are essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the City of Greeley recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, John Gates, by virtue of authority, vested in me as Mayor of the City of Greeley, do hereby proclaim July 2025 as Parks and Recreation Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 15th day of July 2025.

John Gates
Mayor



City Council Meeting
July 15, 2025

An aerial photograph of a city, likely Denver, with a large white banner overlaid in the center. The banner has a torn, paper-like edge. The background shows a vast cityscape with green trees, buildings, and parking lots, leading up to a range of mountains under a clear sky.

***In all ways, we will transmit
this City not only, not less, but
greater and more beautiful than
it was transmitted to us.***

- Athenian Oath

Local Businesses Added to BizWest's Mercury 100 Fastest-Growing Private Companies

- Academy of Natural Therapy & Clinic
- Anderson & Whitney PC
- Front Range Roofing Systems
- Hall Irwin Corp.
- Hensel Phelps Construction
- Roche Constructors
- Vortiz Insurance



Butch Butler Field Receives 2024 Fields of Excellence Award

- It is the only facility in Colorado to receive the distinction this year.



Weeping Norway Spruce Named Colorado's New State Champion Tree

- Planted in 1994 on the University of Northern Colorado campus.
- Largest recorded of its kind in the state.







Council Agenda Summary

Title

Citizen Input

Summary

During this portion of the meeting, anyone may address the city council on any item of city business that is not already listed on tonight's agenda as a public hearing.

Comments should be statements, not questions. Public comment is not a question-and-answer session, unless the presiding officer thinks some clarification is warranted.

Please be considerate of fellow speakers. There should be no applause, booing, or other audible disruption to the proceedings. Your city council desires respect, dignity and a welcoming environment.

Please limit your comments to three minutes and provide your name and city of residence for the record. When you see the yellow light coming on the display, please begin to wrap up your comments. When the red light comes on, your three minutes is up.

As this meeting is being conducted in a hybrid format, citizen input will be accepted first from those in the City Council Chambers, and then from the virtual meeting audience via the meeting's webinar.



Council Agenda Summary

Item: 7.

Title

Reports from Mayor and Councilmembers

Summary

During this portion of the meeting any Councilmember may offer announcements or reports on recent events and happenings. These reports should be a summary of the Councilmember's attendance at assigned board/commission meetings and should include key highlights and points that may require additional decision and discussion by the full Council at a future time.



Council Agenda Summary

Item: 8.

Title

Initiatives from Mayor and Councilmembers

Summary

During this portion of the meeting any Councilmember may bring before the Council any business that the member feels should be deliberated upon by the Council. These matters need not be specifically listed on the Agenda, but formal action on such matters shall be deferred until a subsequent Council meeting.

Initiatives will generally fall into three categories:

1. A policy item for Council deliberation and direction for a future Worksession, Committee meeting, or regular/special Council meeting;
2. A request to the City Manager for information or research;
3. A request involving administrative processes or procedures.

At the close of this portion of the meeting, the Mayor will confirm Council's consensus that the individual requests be pursued.

Attachments

Status Report of Council Initiatives and Related Information

Greeley City Council

Status Report of Council Initiatives

Initiative No.	Council Member Initiating	Council Request	Council Meeting or Work Session Date Requested	Next Steps & Schedule	Anticipated Deliverable & Date (Report, Council Presentation, etc.)	Assigned to:
11-2023	Clark/Butler	Artificial turf and landscape standards	August 1, 2023 Council Meeting	*Come back to Council with a draft ordinance	The Landscape Code Amendment is scheduled for first reading on June 3 and public hearing and second reading on June 17	Brian McBroom
4-2024	Butler	Lincoln Park Redesign	April 2, 2024 City Council Meeting	Requested Work Session for information on the Lincoln Park Redesign- to include status of project, timeline of project and overview of the coming outreach Work Session	Site concepts shared with stakeholders in October: including Project costs, Phasing options and integration with Downtown. Early 2025: Construction design drawings scheduled to begin, incorporating stakeholder input, alignment with redevelopment goals, and lessons from other urban parks. Late 2025 - 2026: Construction slated to begin at the end of 2025 and continue into 2026. Tentatively scheduled for a work session in June.	Diana Frick
5-2024	Hall	Impact Fee Study Structure	May 7, 2024 Council Meeting	Requested staff bring a report to a future work session explaining more in depth the Impact Fee Study Structure - how the ratio is calculated, review process, timeline of review, and development fees	DTA was awarded the contract and that process has now started	Allena Portis/Robert Miller
8-2024	Olson	Code Compliance	Oct 1, 2024 Council Meeting	Part 1 - Requested staff to present at a future work session on code compliance- what is compliant and what is not and to develop a plan to assist with low-income residents specifically relating to yards and vegetation Part 2 - More information needed on specific options on landscaping; enhancing voluntary compliance ticketing system	Part 1 was presented Feb. 11 and staff has begun working on the next report to council to be scheduled for a later date The work will be ongoing and staff will provide a status update at a later time	Juliana/ Kelli Johnson/Buxton Demers
11 - 2024	Butler	HP Rezone Parking	Oct 15, 2024 Council Meeting	There was a request for staff to provide a report to council on the HP Rezone area parking, traffic problems, and what has been done in the area. It was also requested that the design standards be included.	The traffic safety report completed and shared with CMO. CMO is planning to schedule a meeting to review the report with Councilmember Butler.	Public Works
13- 2024	Butler	Audit of Development Code	Dec 10, 2024 Council WS	Discrepancies in the code and would like an administrative fix of the R-M zoning issue if possible, and then a full audit of the Development Code.	Recieved proposals on 2/13 and now in the evaluation and Consultant has been hired and the code audit has started.	Brian McBroom
3-2025	DeBoutez	Public Art Program	March 18, 2025 Council Meeting	Research the Public Art Program with 3 components: expanding the program to include local performing art groups, clarify the funding source for the 1% for all of the capital improvement projects, and reporting of when the money is appropriated to the program.	This is scheduled for the August 12 work session	Diana Frick
4-2025	Butler	Civic Campus Funding	4/15/2025 Council Meeting	Requested staff to bring back funding plan options that does not require the funding to go to voters.	This is scheduled for the May 27, 2025 WS.	Allena Portis

5-2025	Hall	Contracts	April 22,2025 Work Session	Staff to send a descriptive memo or schedule a work session regarding all contract policies and options that were discussed at a previous meeting.	Stacey will provide a memo to council regarding the policies regarding contracts.	Stacey Aurzada
6-2025	Hall	County Road 17	April 22, 2025 Work Session	Requested staff hold a work session to discuss the concept of CDOT vs Public Works for interchanges 47th Ave and 35th Ave. Possibly looking into merging CR 17 contract with this project.	This is scheduled to be presented at a work session in June.	Public Works
7-2025	Butler	12th Street Outfall Project and Quiet Zones	May 6, 2025 Council Meeting	Update at a future work session on the 12th Street Outfall and quiet zone projects.		Public Works



Council Agenda Summary

July 15, 2025

Title:

Allo Project Completion Announcement and Certificate to the City

Summary:

On June 12, 2025, ALLO Fiber announced the completion of its 100% fiber-optic network, delivering community-wide connectivity to Greeley. Following a build that began in August 2021, Greeley joins more than 50 communities across six states experiencing unlimited fiber bandwidth, secure connectivity, advanced voice services, mobile phone service, and DIRECTV streaming.

The all-fiber network also offers environmental benefits, including lower energy consumption and reduced long-term waste, supporting a more sustainable digital infrastructure for the community.

Strategic Focus Area:

Business Growth
Quality of Life



Council Agenda Summary

July 15, 2025

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Motion to approve the City Council Meeting Proceedings of June 3 and June 17, 2025, and City Council Work Session Proceedings of June 10 and June 24, 2025

Summary:

The regular meetings of the City Council were held in City Council Chambers on June 3 and June 17, 2025. The work session of the City Council was held in City Council Chambers on June 10 and June 24, 2025.

The draft proceedings of each meeting are presented for the Council's review and approval.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget? No Impact

Legal Issues:

Consideration of this matter is a legislative process

Other issues and Considerations:

Strategic Focus Area:

High-Performance Government

Decision Options:

1. Approve the motion as presented; or
2. Amend the motion and approve as amended; or
3. Deny the motion; or
4. Continue consideration of the motion to a certain date.

Council's Recommended Action:

Approve the motion.

Attachments:

1. 6.03.2025 Regular Meeting Minutes Draft
2. 6.17.2025 Regular Meeting Minutes Draft
3. 6.10.2025 Work Session Meeting Minutes Draft
4. 6.24.2025 Work Session Meeting Minutes Draft

City of Greeley, Colorado
CITY COUNCIL MEETING
June 3, 2025

1. Call to Order

Mayor Gates called the meeting to order at 6 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

City Clerk Heid Leatherwood called the roll.

The following were present:

Councilmember Tommy Butler

Councilmember Deb DeBoutez

Mayor Pro Tem Dale Hall

Councilmember Brett Payton

Councilmember Johnny Olson

Councilmember Melissa McDonald

Mayor John Gates

4. Approval of the Agenda

No changes.

5. Recognitions and Proclamation

Councilmember Butler presented What's Great about Greeley report at 6:01 p.m.

6. Citizen Input

1. Tiffany Simmons spoke in support of natural medicine centers and requested zoning changes to allow for this type of business.
2. Kris Simmons spoke in support of natural medicine centers and requested a change in local zoning.
3. Steve Teets requested an ordinance or rules be put in place for the e-scooters and the e-bike program.
4. Bill Gillard spoke against West Greeley and the funding mechanism used for it.
5. Pam Bricker spoke against the Cascadia project.
6. Constance Rye spoke against current leash laws.
7. Warren Mitchell spoke about the Bittersweet Park Monument and noted it was not visible to the walking path.

7. Reports from Mayor and Councilmembers

Councilmember McDonald attended the Habitat for Humanity dedication.

Councilmember Olson attended the North Front Range Metropolitan Planning Organization meeting and reported that County Road 17, Highway 34, and 35th Ave. and 47th Ave. were on the priority list for CDOT.

Councilmember Butler attended the Habitat for Humanity dedication, and the United Way Leader's luncheon.

Mayor Pro Tem Hall attended the Boards and Commissions Appreciation Event and thanking all those who served on boards and commissions, and toured the Star Rise apartments.

Councilmember DeBoutez toured the Star Rise apartments. She noted the city had contributed \$2 million to the project to house 58 people by the end of the year. She thanked Executive Director Jodi Hartman for the experience.

8. Initiatives from Mayor and Councilmembers

Councilmember Olson requested an update on the Cascadia project. Mr. Lee said there would be a schedule provided to Council soon.

Councilmember Butler asked if there would be more outreach regarding the project. Mr. Lee said the design is being worked on, and once completed, more information would be pushed out.

Consent Agenda

9. Motion to approve the City Council Meeting Proceedings of May 6, 2025, and City Council Work Session Proceedings of May 13, 2025

10. Resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental Agreement for Judicial and Administrative Services with the Cities of Fort Collins and Loveland

11. Resolution Designating Automated Vehicle Identification Corridors for detection of speeding violations through Photo Radar Enforcement as authorized by the Greeley Municipal Code

12. Introduction and first reading of an ordinance providing for the issuance by the City of Greeley, Colorado, acting by and through its water enterprise, of its water revenue bonds, series 2025, in a principal amount not to exceed \$39,500,000, for the purpose of financing improvements, betterments, extensions and expansions of the city's water system; providing for the delegation to city officers of authority in connection with the competitive sale of the Series 2025 Bonds; providing for the

payment of the Series 2025 Bonds from net revenues of the city's water system and pledging such net revenues therefore; providing for the form and terms of such Series 2025 Bonds, setting forth covenants and provisions concerning such Series 2025 Bonds, net revenues, and water system, and providing for other details in connection therewith; and ratifying prior actions relating to the foregoing (Water Revenue Bonds)

13. Introduction and first reading of an ordinance authorizing the issuance and sale by the City of Greeley, Colorado, acting by and through its sanitary water enterprise, of First-Lien Sewer Improvement Revenue Bonds, Series 2025, in an aggregate principal amount not to exceed \$44,000,000, for the purpose of financing, in whole or in part, the cost of additions and improvements to the sewer system operated by the sanitary water enterprise, pledging certain funds and revenues of the enterprise to the payment of such bonds, prescribing the form of such bonds, and providing other details in connection therewith (First-Lien Sewer Improvement Revenue Bonds)
14. Introduction and first reading of an ordinance amending Title 8, Chapter 11 of the Greeley Municipal Code Relating to Refuse Service Providers
15. Introduction and first reading of an ordinance to amend the Development Code to rename the General Improvement District (GID) zoning overlay to Downtown Overlay District, adjust the boundaries to include properties with proximity to 8th Avenue from 11th Street to 17th Street, as well as from 5th Street to 6th Street, and clarify the standards, file number CU2024-0004

End of Consent Agenda

Councilmember Butler moved to approve the Consent Agenda Items 9-15.
Councilmember Olson seconded the motion. The motion passed 7-0 at 6:32 p.m.

16. Pulled Consent Agenda Items

None.

17. **Public hearing and second reading of an ordinance adding Chapter 16 to Title 14 of the Greeley Municipal Code relating to unauthorized camping and outdoor storage**
Police Chief Adam Turk introduced the item at 6:32 p.m. Senior Supervising City Attorney Bobbier Cranston was available for questions.

Chief Turk provided a comprehensive overview of the history and development of the proposed camping ban ordinance and outdoor storage regulations. The enforcement strategy would emphasize a community-oriented approach involving police and homeless outreach teams. Initial enforcement would prioritize education, verbal compliance, and

warnings before issuing citations or, as a last resort, making arrests. The ordinance prohibits camping on public or private property unless explicitly authorized by the City or, in the case of private property, permitted by the owner for up to seven days annually. Violations would be classified as misdemeanors. The ordinance prohibits outdoor storage of personal belongings on public property unless authorized.

Councilmember DeBoutez inquired about the enforcement statistics from comparable cities. Chief Turk responded with data collected from Boulder, Fort Collins, and Weld County, noting that Boulder averages 38 citations per month with minimal arrests, while Fort Collins issued separate citations for public and private property camping. DeBoutez also questioned the ordinance's impact on homelessness in those cities. Chief Turk replied that this is a valuable enforcement tool, especially in problematic areas like under bridges and public infrastructure.

Councilmember Butler asked about the ordinance's clarity, particularly distinguishing between picnicking and camping. He emphasized the need to define these activities to avoid enforcement confusion. Ms. Cranston clarified that temporary daytime activities like napping or picnicking are excluded from the camping definition due to their short duration. Councilmember Butler asked how will camping be determined if other places in the city allow a permit camping process. Ms. Cranston confirmed that only previously authorized areas would permit camping, and any new locations would require formal authorization through ordinance or resolution.

Councilmember Butler asked about the threshold between citation and arrest. Chief Turk explained that arrests would generally follow repeated citations or failure to appear in court, and most enforcement would rely on citations and education first.

Councilmember McDonald asked about limits on the number of people allowed to camp on private property under the 7-day exception. Ms. Cranston confirmed there is no numerical limit, if the duration does not exceed seven days.

Finally, Councilmember DeBoutez asked if individuals must disband camps immediately after receiving a citation. Chief Turk confirmed the expectation is that camps be disbanded and noted that no specific relocation sites are currently designated.

Mayor Gates opened the public hearing at 6:47 p.m.

1. Steve Teets spoke in opposition to the camping ban ordinance.
2. Peggy Squires spoke in opposition to the camping ban ordinance.
3. Mary Metzger spoke in opposition to the camping ban ordinance.
4. Trent Howell, Chair of the Housing for All Advisory Board, shared that the board would like for a shelter to be in place prior to issuing this law.
5. Jodi Hartman, Executive Director of High Plains Housing Development Corp. announced that Star Rise Apartments should be completed by September and will be

serving the chronically homeless. She spoke in opposition to the camping ban ordinance.

6. Rachel Burden spoke in opposition to the camping ban ordinance.
 7. Ann la Plante spoke in opposition to the camping ban ordinance.
 8. Jeri Shepherd spoke in opposition to the camping ban ordinance.
 9. Bill Gillard noted that children might not be able to camp in their own backyard.
 10. Sean Walcott, former director of the United Way Household Stability said that while the camping ban was presented as a tool, research showed that bans do not work.
- With no additional speakers, the public hearing closed at 7:14 p.m.

Councilmember DeBoutez asked about the ordinance's impact on private property rights, specifically referencing a resident's example of allowing grandchildren to camp for more than seven days. Ms. Cranston confirmed this would constitute a violation if the campers were adults. Councilmember DeBoutez also noted that the Mayor's Homeless Task Force, which she serves on, had not reviewed or discussed the ordinance, stressing the importance of including the task force in developing solutions. She advocated for pausing the ordinance to allow for broader community collaboration.

Councilmember McDonald shared personal insights from "ride-alongs" with both the police and homeless outreach teams, emphasizing the complex, human side of homelessness and the significant role of mental health. She acknowledged public concerns about safety in parks while pointing out that allowing short-term camping on private property could be a potential solution.

Councilmember Butler emphasized the need for a permanent year-round shelter. He cautioned that without such infrastructure, passing the ordinance could lead to unhoused individuals simply being displaced around the city without resolving the root problem. He suggested delaying the ordinance until more resources are available in the fall.

Councilmember Olson recognized the extensive efforts and financial investments the City made in addressing homelessness. While supporting the need for compassion, he also stressed the obligation to preserve public spaces for broader community use and to protect infrastructure.

Mayor Pro Tem Hall acknowledged the difficulty of the issue and emphasized that while homelessness is a priority, it is one of many responsibilities the city must manage. He expressed support for continuing efforts across multiple fronts without halting progress due to a single policy.

Mayor Gates concluded by recognizing the intricacies and limitations of the ordinance. He viewed the ordinance as a necessary enforcement tool, but not a comprehensive solution. He believed that law enforcement would apply the ordinance with discretion

and reiterated that the goal of not criminalizing homelessness but an additional means to manage public safety and space.

Councilmember McDonald moved to adopt the ordinance and publish with reference to title only. Councilmember Payton seconded the motion. The motion passed 5-2 at 7:27 p.m. with Councilmembers Butler and DeBoutez voting “nay”.

18. Public hearing and second reading of an ordinance repealing and re-enacting Chapter 12 of Title 6 of the Greeley Municipal Code regarding the Business Development Incentive Plan and repealing and amending other related Code provisions

Interim Economic Development Director, Michelle Claymore, introduced this item at 7:27 p.m. She noted that this presentation would also include Item 19 (Economic Incentive Policy), but it would have it's own public hearing.

Ms. Claymore noted that existing business incentive program, adopted in 1986, was currently embedded in the Greeley Municipal Code. In contrast, the proposed approach aligns with current best practices among peer communities by establishing the incentive framework as a standalone policy, with the code simply referencing it. This shift allows for more efficient updates moving forward.

Councilmember Butler raised several questions regarding the proposed changes to Greeley's economic development incentive policy. He asked what differences the new policy would bring compared to the current code. Ms. Claymore explained that the existing policy was outdated and difficult to interpret, while the new policy was clearer and more flexible, allowing incentive packages to be specific to projects.

Councilmember Butler questioned the timing of adopting a new policy, pointing out that the staff was working on an economic development strategic plan. Ms. Claymore noted that several active development projects were awaiting clarity on available incentives. Thus, the policy was brought to Council sooner.

City Attorney Stacey Aurzada confirmed that any needed updates identified through the strategic plan could be brought back to Council via resolution. She clarified that the proposed ordinance would repeal the old incentive-related code provisions, and moving forward, incentives would be governed by the newly adopted policy instead.

Councilmember Butler asked about a provision giving the City Manager authority to approve incentives up to \$100,000. Ms. Claymore stated that this threshold was chosen to align with the existing procurement policy.

Mayor Gates opened the public hearing at 7:33 p.m.

1. Steve Teets asked what specific projects were waiting on the new incentive policy. Ms. Claymore said she was not allowed to say that this time.
2. Amber Leigh Gregor, via virtual participation, expressed concerns about the new policy.

With no further public comment, the hearing closed at 7:37 p.m.

Councilmember DeBoutez moved to adopt the ordinance and publish with reference to title only. Mayor Pro Tem Hall seconded the motion. The motion passed 7-0 at 7:38 p.m.

19. Resolution approving the Economic Development Incentive Policy for the City of Greeley

Interim Economic Development Director, Michelle Claymore, introduced this item at 7:37 p.m.

The presentation from Item 18 also covered this item.
Council had no questions.

Councilmember Butler motioned to amend Section 3-A, changing the limit for the City Manager approval to \$50,000 instead of \$100,000. Mayor Gates seconded the motion. The amendment passed 4-3 at 7:40 p.m. with Councilmembers DeBoutez and Olson, and Mayor Pro Tem Hall as “nays”.

Councilmember Butler motioned to approve the amended resolution. Councilmember Payton seconded the motion. The motion passed 4-3 at 7:41 p.m. with Councilmembers DeBoutez and Olson, and Mayor Pro Tem Hall as “nays”.

20. A motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances

Councilmember Payton moved to approve the motion. Councilmember Butler seconded the motion. The motion passed 7-0 at 7:41 p.m.

21. Scheduling of Meetings, Other Events

None.

22. Adjournment

With no further business to come before the Council, Mayor Gates adjourned the meeting at 7:42 p.m.

Approved

Attest

X

Heidi Leatherwood
City Clerk

City of Greeley, Colorado
CITY COUNCIL MEETING
June 17, 2025

1. Call to Order

Mayor Gates called the meeting to order at 6 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

City Clerk Heid Leatherwood called the roll.

The following were present:

Councilmember Tommy Butler
Councilmember Deb DeBoutez
Mayor Pro Tem Dale Hall
Councilmember Brett Payton
Councilmember Johnny Olson
Mayor John Gates

Absent: Councilmember Melissa McDonald was excused.

4. Approval of the Agenda

No changes.

5. Recognitions and Proclamation

Mayor Gates read the Greeley Stampede proclamation at 6:02 p.m. Members of the Greeley Stampede Committee were present to accept.

Mayor Gates read the Honoring Dr. Jacquie Bowen proclamation at 6:05 p.m. Dr. Jacquie Bowen was present to accept.

Mayor Gates read the Pride Month proclamation at 6:10 p.m. Present to accept the proclamation were members of the PFLAG Greeley chapter, and the JEDI Advocacy Council of Greeley.

Mayor Gates read the Juneteenth Independence Day proclamation at 6:14 p.m. Marcus Garvey Cultural Center Director, James Hodges and Autumn Houston were present to accept.

Mayor Pro Tem Hall presented What's Great about Greeley report at 6:17 p.m.

6. Citizen Input

1. Steve Teets encouraged Council to partner with the Veteran's Administration (VA) for a health clinic.
2. Pam Bricker spoke in opposition to the Cascadia project.
3. Bill Gillard spoke in opposition to the Cascadia project.
4. Lisa Denke thanked Council for the proclamations and noted safety issues in her neighborhood.
5. Mary Monohan spoke against Council traveling on a charter plane to investigate similar projects to the West Greeley project.
6. Connie Garcia spoke in opposition to the Cascadia project.
7. Theresa Gilbert spoke in opposition to the Cascadia project.
8. Terry Shellnut spoke in opposition to the Cascadia project.

7. Reports from Mayor and Councilmembers

Councilmember DeBoutez attended the G-beta graduation along with Mayor Pro Tem Hall. She congratulated five companies participating the seven-week course. She supported the mentorship and the program.

8. Initiatives from Mayor and Councilmembers

None.

Consent Agenda

9. Motion to approve the City Council Proceedings of May 20, 2025, and City Council Work Session Meeting Proceedings of May 27, 2025

10. Motion to cancel the July 8, 2025, City Council Work Session

11. Resolution adopting a Three Mile Plan for the City of Greeley, Colorado

12. Resolution authorizing the City of Greeley to enter into a grant agreement between the City of Greeley and the State of Colorado, Division of Local Affairs, regarding receipt of grant funding provided by the Peace Officer Behavioral Health Support and Community Partnership Grant Program

13. Resolution concerning the proposed City of Greeley, Colorado, Water Revenue Bonds, Series 2025; authorizing the receipt of competitive bids for the Series 2025 Bonds, including the use of an electronic bidding system therefore; and prescribing certain details concerning such public sale of the Series 2025 Bonds

- 14. Resolution concerning the proposed City of Greeley, Colorado, First-Lien Sewer Improvement Revenue Bonds Series 2025; authorizing the receipt of competitive bids for the Series 2025 Bonds, including the use of an electronic bidding system therefor; and prescribing certain details concerning such public sale of the Series 2025 Bonds**
- 15. Introduction and first reading ordinance making assessments against the lots and lands included within Local Improvement (LID) No. 346590 to recover the approved maximum costs of construction of a Non-Potable Irrigation Pump Station in Greeley, Colorado (Westgate Non-Potable Irrigation Pump Station)**

End of Consent Agenda

Councilmember Butler moved to approve the Consent Agenda Items 9-15. Mayor Pro Tem Hall seconded the motion. The motion passed 6-0 at 6:49 p.m. with Councilmember McDonald absent.

16. Pulled Consent Agenda Items

None.

- 17. Public hearing and second reading regarding of an ordinance providing for the issuance by the City of Greeley, Colorado, acting by and through its water enterprise, of its water revenue bonds, series 2025, in a principal amount not to exceed \$39,500,000, for the purpose of financing improvements, betterments, extensions and expansions of the City's water system; providing for the delegation to city officers of authority in connection with the competitive sale of the Series 2025 Bonds; providing for the payment of the Series 2025 Bonds from net revenues of the city's water system and pledging such net revenues therefore; providing for the form and terms of such Series 2025 Bonds, setting forth covenants and provisions concerning such Series 2025 Bonds, net revenues, and water system, and providing for other details in connection therewith; and ratifying prior actions relating to the foregoing (Water Revenue Bonds)**

Division Treasurer, Robert Miller, introduced the item at 6:50 p.m.

Finance Director, Tyra Litzau, and Deputy City Manager, Allena Portis were available for questions.

Mr. Miller provided an overview of the proposed ordinance to issue the 2025 water bonds. The total bond issuance was set at \$39.5 million, with a 20-year maturity and average annual payments of approximately \$3 million. Issuance costs are estimated at \$500,000, bringing the total repayment cost to around \$59 million, which will be covered through water rates and fees.

Mr. Miller noted that the city would aim to maintain its AA+ credit rating and stay in compliance with bond covenants. The proposed debt service requirements have been reviewed and approved by the Water and Sewer Department, Finance Department, and the city's financial advisor, and are consistent with the rate structure adopted by City Council.

The issuance received prior approval from the Water and Sewer Board to be allocated for replacement and expansion of water transmission and distribution systems, rehabilitation of water storage infrastructure, construction of access to the Terry Ranch aquifer, and the purchase of water rights to meet future demand.

Council did not have any questions for staff.

Mayor Gates opened the public hearing at 6:53 p.m.

1. Steve Teets spoke about securing closer water sources.

With no additional speakers, the hearing closed at 6:55 p.m.

Councilmember DeBoutez moved to adopt the ordinance and publish with reference to title only. Councilmember Payton seconded the motion. The motion passed 6-0 at 6:56 p.m. with Councilmember McDonald absent.

18. Public hearing and second reading of an ordinance authorizing the issuance and sale by the City of Greeley, Colorado, acting by and through its sanitary water enterprise, of First-Lien Sewer Improvement Revenue Bonds, Series 2025, in an aggregate principal amount not to exceed \$44,000,000, for the purpose of financing, in whole or in part, the cost of additions and improvements to the sewer system operated by the sanitary water enterprise, pledging certain funds and revenues of the enterprise to the payment of such bonds, prescribing the form of such bonds, and providing other details in connection therewith (First-Lien Sewer Improvement Revenue Bonds)

Division Treasurer, Robert Miller, introduced the item at 6:56 p.m.

Finance Director, Tyra Litzau, and Deputy City Manager, Allena Portis were available for questions.

Mr. Miller presented a summary of the ordinance to issue 2025 sewer bonds, with a proposed maximum issuance of \$44 million. The bonds would mature over 20 years, requiring an average annual payment of approximately \$3.3 million. The issuance cost is projected at \$500,000, and the total repayment cost is estimated at \$65 million, to be paid through sewer rates and fees.

Mr. Miller again noted that the city anticipates maintaining its AA+ bond rating and compliance with all bond covenants. The proposed debt service requirements have been reviewed and approved by the Water and Sewer Department, Finance Department, and the city's financial advisor, and are consistent with the rate structure adopted by City

Council. The issuance was previously approved by resolution during the May Water and Sewer Board meeting.

Mr. Miller added that the bond proceeds will fund key infrastructure projects aimed at improving system reliability, replacing aging components, and expanding capacity. These include upgrades to the wastewater treatment and reclamation facility, expansion of trunk sewer lines, and investments in regional wastewater treatment capacity.

The city expects to receive bond ratings in July, proceed with a competitive sale in August, and obtain the final proceeds in August. Adoption of the ordinance will authorize the city to issue the bonds and fund the Sewer Capital Improvement Plan, previously approved by City Council as part of the annual budget process.

Council had no questions or comments regarding this item.

Mayor Gates opened the public hearing at 6:59 p.m.
With no speakers, the hearing closed at 7:00 p.m.

Councilmember Payton moved to adopt the ordinance and publish with reference to title only. Councilmember Olson seconded the motion. The motion passed 6-0 at 7:00 p.m. with Councilmember McDonald absent.

19. Public hearing and second reading of an ordinance amending Title 8, Chapter 11 of the Greeley Municipal Code Relating to Refuse Service Providers

Deputy Public Works & Transportation Director, Will Jones, presented this item at 7:00 p.m.

Mr. Jones shared a brief history noting that a waste diversion and characterization study was presented to Council in May 2024. Later, during an April 2025 work session, direction was given to proceed with necessary code changes. The process included outreach to local haulers, review of regional practices, and solicitation of feedback on the draft ordinance.

No haulers expressed concern about the reporting requirement being overly burdensome, and staff noted that similar requirements are common in other communities. The purpose of the proposed code change is to support a data-driven approach to improving local waste management practices.

Mayor Pro Tem Hall asked for clarification on whether the reporting requirements would impose any additional burden on trash haulers beyond what is already included in their existing systems. Mr. Jones confirmed that the data being requested was typically part of haulers' routing software and operational systems. He emphasized the intentional approach to stakeholder engagement, including outreach and direct conversations with service providers to ensure transparency and feasibility of the proposed code change.

Councilmember DeBoutez inquired about the number of haulers consulted. Mr. Jones explained that the city originally identified four primary haulers during the waste study, but following a recent consolidation, there are now three major providers: Mountain High (which acquired Bunting), Republic, and Waste Management. He confirmed that all three were involved in discussions.

Councilmember DeBoutez asked about the operational aspects of the reporting requirement—specifically, whether haulers would be required to use a provided form. Mr. Jones said they would work closely with the haulers to ensure the reporting format would be easy to use and compatible with their systems. He noted that this reporting model is standard practice in other communities and the goal is to implement a similar, practical approach.

Mayor Gates opened the public hearing at 7:10 p.m.

1. Louisa Anderson thanked Council for addressing the concerns of the community, particularly through the community cleanup day. She asked Council to consider recycling in the future and expressed concerns about the cost and burden to smaller carriers.

With no further public comment, the hearing closed at 7:10 p.m.

Councilmember Payton moved to adopt the ordinance and publish with reference to title only. Councilmember Olson seconded the motion. The motion passed 6-0 at 7:10 p.m. with Councilmember McDonald absent.

20. Public hearing and second reading of an ordinance to amend the Development Code to rename the General Improvement District (GID) zoning overlay to Downtown Overlay District, adjust the boundaries to include properties with proximity to 8th Avenue from 11th Street to 17th Street, as well as from 5th Street to 6th Street, and clarify the standards, file number CU2024-0004

Deputy Director of Community Development, Don Threewitt, presented this item at 7:10 p.m.

Mr. Threewitt noted this item was a proposed amendment to rename and expand the existing GID district to the Downtown Overlay District. The current GID district, which covers a portion of downtown and provides relaxed regulations for urban development, is being renamed to reduce confusion with a similarly named financial tool. The amendment seeks to expand the district boundaries to include additional urban areas along 8th Avenue and clarify the development standards within the district.

The goal was to allow development that reflects an urban character without the need for multiple exceptions or variances. The proposal included revising the preferred property frontage type from suburban-style commercial (type D) to a more urban style (type A).

The amendment aligns with the Imagine Greeley Comprehensive Plan and the Downtown Greeley Path Forward Plan adopted in 2023. Staff conducted outreach, including a

neighborhood meeting and property owner notifications, receiving no objections. The Downtown Development Authority (DDA) supported the amendment, and the Planning Commission recommended approval.

There were no questions or comments from Council.

Mayor Gates opened the public hearing at 7: 16 p.m.
With no public comment, the hearing closed at 7:16 p.m.

Councilmember Payton moved to adopt the ordinance and publish with reference to title only. Councilmember Butler seconded the motion. The motion passed 6-0 at 7:16 p.m. with Councilmember McDonald absent.

21. Appointments to Boards and Commissions Commission on Disabilities, Construction Trades Advisory and Appeals Board, Downtown Development Authority, Union Colony Civic Center Advisory Board and Water and Sewer Board
City Clerk Heidi Leatherwood announced the appointments for the following boards and commissions:

- Commission on Disabilities – Kimber Watson was appointed for 3-year term.
- Downtown Development Authority – Justin Ghofrani and Theresa Myers were appointed, each for 4-year terms.
- Construction Trades Advisory and Appeals Board – Brian Persons and James Morris were appointed, each for 3-year terms.
- Union Colony Civic Center Advisory Board – Jodi Witter and Samantha Corliss were appointed, each for 3-year terms.
- Water and Sewer Board – Joseph Murphy was reappointed for a 5-year term.

22. A motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances

Councilmember Payton moved to approve the motion. Councilmember Butler seconded the motion. The motion passed 6-0 at 7:18 p.m. with Councilmember McDonald absent.

23. Scheduling of Meetings, Other Events

None.

24. Adjournment

With no further business to come before the Council, Mayor Gates adjourned the meeting at 7:18 p.m.

Approved

X

John Gates
Mayor

Attest

X

Heidi Leatherwood
City Clerk

City of Greeley, Colorado
CITY COUNCIL WORK SESSION
June 10, 2025

1. Call to Order

Mayor Gates called the meeting to order at 6 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

City Clerk Heid Leatherwood called the roll.

The following were present:

Councilmember Tommy Butler

Councilmember Deb DeBoutez

Mayor Pro Tem Dale Hall

Councilmember Brett Payton

Councilmember Johnny Olson

Councilmember Melissa McDonald

Mayor John Gates

4. Reports from Mayor and Councilmembers

Councilmember DeBoutez attended the historic tree tour at University of Northern Colorado (UNC) hosted by the Historic Preservation Committee. She noted the medical school was coming along well and enjoyed attending the Blues Jam.

Mayor Pro Tem Hall promoted a “trail-athon” being hosted by the Poudre River Trail Board on Saturday, June 14th. He mentioned there would be archery demos, wildlife, and a drone as some of the activities and it was free to the public.

5. Lincoln Park Common - Reimagining Community Spaces

Director of Culture, Parks, and Recreation, Diana Frick, and Deputy Director of Culture, Parks, and Recreation, Jill Krantz, presented this item at 6:02 p.m. Division Manager, Planning & Capital Project Management, Susan Murray, and Director of Urban Design Practice of Kimley Horne, Rich Flierl, were available for questions.

Ms. Frick shared the transformation plans for the 5.7-acre Lincoln Park Common Park and how the revitalization aims to re-activate it as a vibrant, inclusive community space.

The project goals were rooted in extensive community feedback to include: Seven public events and stakeholder meetings, department collaboration, discussions with and the

DDA and DoubleTree and input from The Speak Up Greeley platform. This single platform drew over 1,200 visits and 135 comments.

Key features of the redesign included shaded garden areas, accessible walking paths, a versatile amphitheater, and inclusive play zones. Design elements like tree alleys and lighting inspired by historic Lake Luna are intended to enhance safety and aesthetic appeal. The plan also integrates historical elements, such as a reimagined Pioneer Fountain and references to original 1870 park features.

The transformation would be implemented through a phased approach. Phase One, budgeted at \$4.2 million, would focus on the south side of the park including the amphitheater, great lawn, walkways, lighting, and tree plantings. Infrastructure buildings, including restrooms and maintenance facilities, are planned to blend creatively into the landscape. The project envisions Lincoln Park Common as a key connector for downtown Greeley, spurring economic activity and enhancing connections to UNC and surrounding neighborhoods.

Three implementation options were presented:

- Phase One as designed– aligned with public input and economic goals but with limited future flexibility.
- Pause for further alignment with broader downtown and civic campus planning – offers long-term cohesion but risks losing public momentum and delaying improvements.
- Move forward with a scaled-down version – balances budget and flexibility but may underdeliver on transformation and public expectations.

Mayor Pro Tem Hall inquired about the \$4.2 million funding for Phase 1 of the Lincoln Park project, which was confirmed to be allocated from the Quality-of-Life fund.

In general, Councilmembers appreciated the concept but raised concerns about specific elements of the proposed design.

Councilmember Olson emphasized the need for greater public engagement data, expressing reservations about the modern, concrete-heavy aesthetic and the long-term maintenance and staffing costs. Mr. Flierl responded by explaining the design's basis in Greeley's historic "common" concept intending flexibility, artfulness, and functionality, including ADA compliance and winter accessibility.

Councilmembers McDonald and Butler voiced concerns about losing green space and questioned the aesthetic alignment with Greeley's existing character, particularly regarding Phase 2's modern elements. They stressed the importance of preserving the playground and adding features like an amphitheater and restrooms while reconsidering the full redesign until after the civic campus planning was finalized.

Councilmember DeBoutez recommended pausing the project to better coordinate with the civic campus design and encouraged learning from the most-used parks, which often feature shade and green space.

Mayor Gates supported the design's flexibility and added functionality, while acknowledging valid concerns about reduced green space and playground removal. He emphasized the importance of integrating the park redesign with civic campus plans and asked how a project pause would affect staff. Ms. Frick indicated alignment with the civic campus would be feasible.

The meeting concluded with general support for a phased approach considering community needs, fiscal responsibility, and future downtown development.

Council reached consensus on Option 2 to pause briefly for further civic campus developments.

The mayor thanked staff for the information.

6. Department of Innovation and High Performance

Chief Information Officer, Bret Naber, and Director of Innovation & High Performance, Kylie Jackson shared a presentation at 7:11 p.m.

Ms. Jackson introduced the department's mission and emphasized collaboration across departments. The team would focus on three core areas: project management, customer experience, and innovation. Leading complex projects, standardizing practices, and facilitating public interactions through initiatives like the 311 service, website overhaul, and utility billing system updates would be first priorities.

The website was expected to launch in July 2025 and a citywide 311 service was aimed for early 2026. The department would also lean towards learning more about Artificial Intelligence (AI) assistance related to government platforms.

Councilmember DeBoutez inquired whether AI could support the City Attorney's Office. City Attorney Stacey Aurzada confirmed they were using AI in a controlled environment through Westlaw's AI platform, emphasizing the importance of accuracy in legal research.

Councilmember DeBoutez also asked about complexity of systems like TRAKIT in Community Development. Mr. Naber acknowledged TRAKIT was a key example of outdated, fragmented systems, noting that a major migration is planned. The team is working with stakeholders to streamline processes before selecting new tools, and a dedicated project manager has been assigned due to the scope of work.

Councilmember DeBoutez also asked if a human would answer 311 calls. Ms. Jackson confirmed that a live person would answer, and business cards with 311 information will be distributed when the service launches alongside the new website in July.

Councilmember Olson shared a past example from Colorado Department of Transportation (CDOT) on integrating siloed data and stressed that project management needs to be strategic, well-scoped, and include training. He recommended forming a governance or steering committee to guide IT and project decisions.

Mr. Naber supported the idea of a governance structure, or a center of excellence, to ensure projects align with strategic priorities and resources are used effectively. He emphasized the importance of clear roles, project charters, and change management.

Councilmember McDonald shared her own challenges with the current utility billing platform and supported needed system improvements. Mr. Naber agreed the current system was outdated and fails to offer a smooth customer experience.

Councilmember Butler asked about the 311-rollout timeline. Mr. Naber stated the soft launch will coincide with the new website in July 2025.

Mayor Gates thanked staff for the information and called a brief recess at 7:39 p.m. to address a technology issue.

The work session resumed at 7:51 p.m.

7. Affordable Housing Land Use Center

Deputy Director of Community Development, Don Threewitt, and Housing Director, Deb Callies shared a presentation at 7:51 p.m.

Mr. Threewitt introduced the Affordable Housing Land Use Center and four main components:

- a concierge development review process
- a 90-day expedited review
- technical and financial assistance
- development of an affordable housing code

He explained that a dedicated housing planner, funded by DOLA, was now serving as the point of contact for affordable housing applications and tracking performance metrics. The fast-track review process, required by Proposition 123, was on track for full implementation by December 2025, ahead of the January 2027 state mandate. The process sets a 90-day window from completed application to staff decision, with allowances for extensions or withdrawals. Eligible projects exclude major items like annexations and large subdivisions, but cover most common housing review applications.

The Brownfield program offered technical assessments and funding support for redevelopment and cleanup of eligible sites. Ms. Callies elaborated on additional resources made available through Proposition 123, including \$25,000 pre-development grants for small or infill housing projects—especially valuable for addressing the unique challenges such projects often face.

The City aimed to complete 90% of eligible housing reviews within 90 days, extending the expedited process to all housing projects by mid-2026. A \$50,000 bonus was available if the program is implemented by the end of 2025, and plans were underway to use this for owner-occupied housing initiatives.

The Housing for All Advisory Board reviewed the program and outreach would be conducted with communications staff.

Mayor Pro Tem Hall supported the expedited development review processes and noted the importance of basing policy on best practices and ideas from across the country. Mr. Threewitt confirmed this local-first approach, explaining that the upcoming affordable housing code update focuses on what fits Greeley’s needs, such as changes to accessory dwelling unit regulations and parking.

Councilmember Butler acknowledged the state’s support for expedited review as a nationally proven strategy to improve housing outcomes but raised concerns about the exclusion of planned unit developments (PUDs) and rezonings from the fast-track process. Mr. Threewitt said such projects are intentionally designed for heightened scrutiny and public input, which makes standardizing timelines difficult, but alternatives were being reviewed.

Mayor Gates thanked staff for the information.

8. Scheduling of Meetings, Other Events

None.

9. Adjournment

With no further business to come before the Council, Mayor Gates adjourned the meeting at 8:03 p.m.

Approved

X

John Gates
Mayor

Attest

X

Heidi Leatherwood
City Clerk

City of Greeley, Colorado
CITY COUNCIL WORK SESSION
June 24, 2025

1. Call to Order

Mayor Gates called the meeting to order at 6 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

City Clerk Heid Leatherwood called the roll.

The following were present:

Councilmember Tommy Butler
Councilmember Deb DeBoutez via Zoom.
Councilmember Brett Payton
Councilmember Johnny Olson
Councilmember Melissa McDonald
Mayor John Gates

Mayor Pro Tem Dale Hall was absent (excused).

4. Reports from Mayor and Councilmembers

None.

5. Initiative 9-2025 City Council Committee Structure

Chief Operating Officer, Blair Snow, presented this item at 6:01 p.m.

Ms. Snow shared a presentation showcasing options to create subcommittees for major projects in response to a Council initiative. These subcommittees would enable deeper discussions in between regular Council meetings.

The proposed focus areas included West Greeley transportation projects, the MERGE project, the Highway 34 and County Road 17 interchange, downtown redevelopment, and civic campus planning. Council members on these subcommittees would attend monthly meetings and provide updates to council during regular meetings. The goal was to streamline staff efforts while ensuring consistent Council feedback.

The ideal size for each subcommittee is 3 to 4 members, and the process could be reevaluated after six months.

Councilmember Olson asked about the structure of the proposed subcommittees, would there be individual meetings for each project area. Staff clarified that each initiative—such as Cascadia, 35th & 47th, Merge, and downtown—would have its own separate subcommittee. Mr. Lee and Ms. Snow explained that these would function as individual standing committees, with updates shared during regular Council meetings, particularly in the report-out portion of the agenda. The City Attorney, Ms. Aurzada, added that under current policies, the mayor has the authority to appoint Councilmembers to committees, and a formal motion or resolution would be required to establish the committees.

Councilmember Butler cautioned against forming too many committees, which he said could lead to siloed discussions, but supported the idea for these particular initiatives due to their size and significance.

Mayor Gates echoed these concerns, emphasizing that the scale of these projects justifies the structure but would generally oppose additional committees beyond these.

Councilmember Payton shared that he had originally envisioned one broader development committee but agreed the scope of the three proposed projects warranted separate attention. He noted that distributing the workload across more members could be beneficial.

Councilmember McDonald asked whether the subcommittees were intended to replace two-by-two meetings, expressing appreciation for the informal yet informative nature of those discussions. Ms. Snow responded that while two-by-twos had been useful, they were staff-intensive and lacked transparency. The new committee format would be public, more efficient, and still allow for Council feedback while preserving staff time.

Ms. Snow concluded by emphasizing that the committees were intended to sunset as projects conclude, with flexibility to reassign members or form new committees as needed.

Mayor Gates indicated he would solicit input from Councilmembers about their interest in serving on the various committees and thanked staff for the information.

6. MERGE Council Update

Public Works Deputy Director/Chief Engineer Bhooshan Karnik presented this item at 6:11 p.m.

Mr. Karnik introduced RS&H Project Manager George Tsiouvaras and HDR Strategic Communications Katie Angel. He opened the presentation by introducing the design team and providing an initial status update on securing the design contract and approvals from the Federal Highway Administration (FHWA). Mr. Karnik explained that the Public Works and Transportation Department issued a Request for Qualifications (RFQ) to procure a consultant team for full design services, with RS&H selected as the prime consultant following a vetting process.

Mr. Tsiouvaras highlighted the project's significance and noted that state and federal funds would support the two interchanges and central loading mobility hub, with other project elements funded separately. Mr. Karnik reported that federal grant funding, including a \$50 million Raise Grant, has been secured, with ongoing coordination with CDOT on intergovernmental agreements and permits. Negotiations on RS&H's full scope and fee were underway, alongside preparations for procuring a construction manager/general contractor (CMGC).

Regarding the project schedule, Mr. Tsiouvaras explained efforts to accelerate construction to late 2026, noting this would reduce costs significantly if critical path issues are avoided.

Ms. Angel emphasized the importance of a robust communications and public engagement plan to build community consensus and ensure transparency. Active collaboration with FHWA, CDOT, stakeholders, and the public would be critical throughout the project milestones to maintain awareness and support.

Mr. Tsiouvaras addressed timely real estate acquisition, presenting an overview of properties impacted along the project alignment. While formal right-of-way acquisition cannot proceed until NEPA clearance, the team will engage early with property owners to facilitate the process. All acquisitions will comply with city, state, and federal requirements.

The presentation concluded with assurance that the design and environmental phases will closely coordinate with Public Works, Transportation, and Real Estate Management to maintain the project schedule and minimize delays.

Mayor Gates inquired about the sequencing of the projects, specifically whether 35th Avenue would be prioritized. Mr. Karnik clarified that final phasing has not yet been determined and will be shaped by the NEPA and CMGC processes.

Councilmember Butler asked about the timeline for securing a TIFIA loan. Mr. Karnik explained that after submitting updated letters of intent—reflecting newly awarded federal grants—the loan process will take approximately 12 months. This aligns with the projected construction start in late 2026.

Councilmember Butler asked for clarification on outreach. Ms. Angel explained that public engagement planning was set to begin in the coming months, with outreach activities expected to launch between July and September. The city will use a mix of in-person meetings, virtual tools, and multilingual materials to ensure inclusive community participation. Social media and local press will also be used to communicate key project milestones.

Councilmember Olson requested a cost estimate broken down by project zones to better understand how federal, state, and local funds were allocated. Staff noted that a more refined cost breakdown will be developed as the project advances.

Mr. Tsiouvaras also clarified environmental scoping has begun, but official work cannot start until scope and fee agreements are finalized and approved by FHWA, which may take 3–4 months. Councilmember Olson expressed concerns about delays and the ability to start using local match funds effectively.

Finally, concerns were raised about an upcoming request for eminent domain authority. Councilmember Payton asked whether staff would seek broad authorization without specifying affected properties. Ms. Aurzada responded that more clarity would be provided before returning to Council for approval, but acknowledged they want early authority in case it's needed.

Mayor Gates thanked staff for the information.

- 7. Initiative 6-2025 Weld County Road 17 and US Highway 34 Interchange Update**
Public Works Deputy Director and Chief Engineer Bhooshan Karnik, presented this item at 6:11 p.m. Bolton & Menk, Inc. Project Manager, Ryan Davis were available for questions.

Mr. Karnik provided an informational update to on the Weld County Road 17 and US 34 interchange project. He introduced the consultant team and outlined the project's current status, schedule, and next steps. The Public Works and Transportation Department procured Bolton & Menk as the design consultant, initially for an at-grade intersection.

Mr. Davis continued the presentation by explaining that the final interchange configuration will be selected through CDOT's Interchange Selection Report, a key component of the 1601 process. The design also included a crossing at 131st Avenue and a centrally located mobility hub. Weld County is currently negotiating two intergovernmental agreements (IGAs): one with CDOT for the 1601 process, and another with the City of Greeley, and the towns of Windsor and Johnstown for cost-sharing and related commitments.

Mr. Ryan noted that construction was expected to begin in June 2028, aligning with the Cascadia project. Critical path items included completion of the Interchange Selection Report, preliminary design, and right-of-way acquisition. Mr. Davis said that while the final design was pending, engagement with affected property owners had already begun,

Councilmember Olson expressed strong support for keeping the CDOT approval process at the staff level rather than escalating to the Transportation Commission. Mr. Karnick assured a noise analysis would still be conducted to guide development setbacks.

Councilmember Olson asked about the plan to hire two separate CMGC contractors for the MERGE and Weld County Road 17 projects, noting potential complications in managing separate contracts. Mr. Karnik clarified that although the preference was to use one CMGC, mixing federally funded and locally funded projects could lead to issues with accounting and compliance, making separate procurements more practical.

Councilmember Butler inquired about the involvement of Windsor and Johnstown, as the interchange lies within their growth boundaries. Ms. Aurzada confirmed that Weld County is leading those discussions, and both towns are open to participating in design cost-sharing.

Councilmember Butler wanted clarification on the project's funding source, asking whether it would come from the Cascadia GID. Mr. Lee indicated that while the GID could contribute to funding, broader financial participation from local jurisdictions and the county is expected, particularly for construction.

Councilmember Olson revisited prior capital improvement planning, noting that \$20 million had been allocated for this intersection in the CIP. Mr. Trombino confirmed that although the design contract was retained, the \$20 million was removed in the 2025 update, leaving the project currently unfunded for construction.

Councilmember Payton added a reminder that the City already holds a right-of-way agreement with VEMA on County Road 17, which staff acknowledged is documented in the current project development process.

Mayor Gates thanked staff and the consultant for the information.

8. Grow Greeley Area Planning

Planning Supervisor, Caleb Jackson presented the item at 6:50 p.m.

Mr. Jackson presented an overview of the “Grow Greeley” area planning initiative, which aimed to align the city's various planning efforts under a cohesive strategy. This initiative supports City Council's 2037 vision for community vitality by promoting intentional growth through coordinated area and neighborhood plans. The Grow Greeley strategy encompassed both current planning efforts—Grow West and Grow East—and communicates how existing plans interconnect and support each other.

The Grow West area encompasses 21 square miles west of 83rd Avenue, of which only 2 square miles are currently developed. Mr. Jackson highlighted that this as a major growth opportunity independent of the Cascadia project. The planning team began work in May 2025, with a community engagement event, July 9, 2025, and adoption in 2026.

The Grow East area is also 21 square miles, with 13 square miles still undeveloped. The focus was on connectivity to existing neighborhoods and downtown. Rick Engineering is leading the project in partnership with Public Works, and initial stakeholder outreach has begun. Community engagement events are anticipated in August, with final plan adoption also slated for mid-2026.

Mr. Jackson concluded by requesting Council input on important stakeholders to engage, key elements to consider, and any additional feedback to support the development of these area plans.

Councilmember Olson asked if the area plans currently underway are the same eight subarea plans previously approved by Council. Staff clarified that while some original plans, like those for the airport and downtown, remain relevant, others have been consolidated into broader East and West area plans.

Councilmember DeBoutez supported the themes discussed in the presentation and asked for clarification on the term "form-based code." Mr. Jackson explained that it focuses more on the physical form and design of developments, rather than strictly on land uses, to help shape neighborhood character.

Councilmember DeBoutez asked how far east the Grow East plan extends and whether it included the confluence of the Poudre and Platte Rivers. Mr. Jackson confirmed that the plan encompassed that area and extends roughly a half mile east of Weld County Parkway.

Councilmember Butler asked about the implementation of these plans. Mr. Jackson responded that implementation strategies are a key component of each area plan and will include clear actions and accountability measures.

Councilmember Butler stated the importance of assigning oversight responsibilities during the planning process. Staff acknowledged that implementation would likely involve multiple departments and community stakeholders.

Mayor Gates acknowledged that Council had not directly answered the key feedback questions posed by staff. He thanked staff for the information and recommended that they continue to seek input throughout the process.

9. Scheduling of Meetings, Other Events

None.

10. Motion to go into Executive Session to Request and Receive Legal Advice from the City Attorney regarding a proposed Initiative Petition

A motion to go into an Executive Session for a conferral with the City Attorney, to request and receive legal advice regarding a proposed initiative petition, as provided in C.R.S. 24-6-402(4)(b) and Greeley Municipal Code 2-151(a)(2).

Councilmember Butler moved to approve the motion. Councilmember Payton seconded the motion. The motion passed 6-0 at 7:07 p.m. with Mayor Pro Tem Hall absent.

11. Adjournment

With no further business to come before the Council, Mayor Gates adjourned the meeting at 7:07 p.m.

10. Executive Session to Request and Receive Legal Advice from the City Attorney regarding a proposed Initiative Petition

Mayor Gates started the Executive Session at 7:13 p.m. in the Executive Room of City Center South. The meeting was electronically recorded as required by Colorado Open Meetings Law.

All Councilmembers were present, with Councilmember DeBoutez and Hall appearing remotely, along with Attorney Dawn Bookhardt. City Manager Raymond Lee, City Attorney Stacey Aurzada, Chief Operating Officer Blair Snow, Chief Financial Officer Allena Portis, and City Clerk Heidi Leatherwood were also present.

The executive session was for the purpose to receive legal advice related to these matters as provided for under C.R.S. Section 24-6-402(4)(b) and Greeley Municipal Code Section 2-151 (a)(2).

Mayor Gates cautioned each participant in this executive session to confine discussion to the stated purpose, and reminded everyone that no formal action may occur in executive session. He asked if at any point in the executive session any participant believes that the discussion was going outside the proper scope of the executive session, to please interrupt the discussion and raise an objection.

City Attorney Aurzada asked that the recording be paused at 7:14 p.m. for attorney client privilege discussion to occur. With the conversation ending, the recorder was turned on again at 7:50 p.m.

The Executive Session concluded at 7:51 p.m.

The recording of this executive session will be retained as provided in the City's records retention policy and in conformity with Colorado Open Meetings Law for a period of 90 days.

Approved

X

John Gates
Mayor

Attest

X

Heidi Leatherwood
City Clerk



Council Agenda Summary

July 15, 2025

Key Staff Contact: Blair Snow, Chief Operating Officer

Title:

Motion to set a special meeting for July 22, 2025, for the purpose of considering a lease agreement between the City of Greeley and the Colorado Eagles

Summary:

This special meeting is requested for the sole purpose of considering a lease agreement between the City of Greeley and the Colorado Eagles.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

No Impact

Legal Issues:

Consideration of this matter is a legislative process

Other issues and Considerations:

Strategic Focus Area:

Business Growth
Community Vitality
Quality of Life

Decision Options:

1. Approve the motion as presented; or
2. Amend the motion and approve as amended; or
3. Deny the motion; or
4. Continue consideration of the motion to a certain date.

Council's Recommended Action:

Approve the motion.

Attachments:

None



Council Agenda Summary

July 15, 2025

Key Staff Contact: Paul Trombino, Managing Director

Title:

Resolution of the City Council of the City of Greeley, Colorado approving a Change Order with Bolton & Menk (US 34 & WCR 17 Intersection Improvements Design - Change Order #3)

Summary:

This change order is due to a update in scope as a result of the Catalyst Project known as Cascadia. The change in scope will be to complete the 1601 process, bring the design of an Interchange at US34 & WCR17, and a bridge and mobility hub located on 131st. This work will be added to existing tasks and tracked as sub tasks between the interchange and bridge with a total fee of \$1,296,129. Work is anticipated to be completed by the end of year in 2025.

The Change Order is in the amount of \$1,296,129 and which requires approval of City Council pursuant to Section 6-486 of the Greeley Municipal Code.

Fiscal Impact:

If approved, will this item result in a Positive, Negative, or No impact on the budget? Negative Impact: \$1,296,129

Is it budgeted? Yes

If not, will it require a new appropriation? No

If yes, what source and fund will be used? Fund 334 Transportation Development

Are there any long-term financial impacts? No

Is there grant funding for this item? No

Does this action have potential long-term fiscal implications? No

Legal Issues:

Consideration of this matter is a legislative process

Other issues and Considerations:

Strategic Focus Area:

Business Growth

Infrastructure and Mobility

Decision Options:

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or

3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action:

A motion to adopt the resolution.

Attachments:

1. Resolution No. 27, 2025
2. Change Order 3 - P20231851 - Bolton & Menk - US 34 & WCR 17
3. Amendment 3 Memorandum

THE CITY OF GREELEY, COLORADO

RESOLUTION 27, 2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY,
COLORADO APPROVING A CHANGE ORDER WITH BOLTON & MENK**

WHEREAS, on June 3rd, 2023, the City of Greeley contracted with Bolton & Menk to provide design, right-of-way and final construction plans per CDOT requirements; and

WHEREAS, on February 29th, 2024, the City approved change order one to the existing contract with Bolton & Menk to increase the scope of work to include a required regional drainage plan to complete the Comprehensive Drainage Plan Oklahoma and South Basins, and

WHEREAS, on June 27th, 2025, the City approved change order two to the existing contract with Bolton & Menk to allow an increased for completion date from 12/31/2025 to 12/31/2027 and

WHEREAS, this Change Order will also provide for additional scope items to complete the 1601 process, bring the design of Interchanges at US34 & WCR17 and US34 and 131st Avenue to 30% design or ready for Field Inspection Review (FIR) in CDOT terms. and

WHEREAS, the Change Order is in the amount of \$1,296,129 which requires approval of City Council pursuant to Section 6-486 of the Greeley Municipal Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. The Change Order number 3 in the amount of \$1,296,129 is hereby approved.

Section 2. This Resolution shall become effective immediately upon its passage.

**PASSED, AND ADOPTED, SIGNED AND APPROVED this _____ day of _____,
2025.**

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



CHANGE ORDER FORM

Project Information			
Change Order #:	3	Date:	June 27, 2025
Project Name:	US 34 & WCR 17 Intersection Improvements Design		
Solicitation Number:	F22-10-085	Dept/Division:	Public Works & Trans/Engineering Svs
COA:	334-4102-45052	PO #:	P20231851
Project Number:	12658		
Expenditure Organization:	Public Works		
Expenditure Type:	Professional Services		
Task Number:	1.0		
Project Manager:	Bhooshan Karnik	Title:	Deputy Public Works Director
Contractor/Consultant Information			
Contractor/Consultant:	Bolton & Menk/Ryan Davis	Email:	ryan.davis@bolton-menk.com
The CONTRACTOR/CONSULTANT is hereby directed to perform the WORK described in the CONTRACT for design/construction as amended by this CHANGE ORDER.			
See attached ☐ sheets with full explanation for the change order.			
Compensation to Contractor/Consultant			
The original contract sum was:		\$1,838,299.50	
The net change by previous change order was:		\$96,725.00	
The contract sum prior to this change order was:		\$1,935,024.50	
The contract sum will be: (See List)	Increased	\$1,296,129.00	
The new contract sum, including this change order is:		\$3,231,153.50	
The contract time will be: (See List)	Unchanged	N/A	
The new date for project completion:		N/A	
This CHANGE ORDER is intended to, and the OWNER agrees that it shall, fairly and adequately compensate the CONTRACTOR/CONSULTANT for the extra direct costs (time and materials, etc.) as well as all expenses and damages which may result from any delays, suspensions, stretch-outs, scheduling, inefficiencies and accelerations in the WORK associated with this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for such expenses and damages.			
This CHANGE ORDER is intended to, and the CONTRACTOR/CONSULTANT agrees that it does, provide the CONTRACTOR/CONSULTANT a reasonable and adequate period of time in which to complete the WORK in accordance with the CONTRACT for establishment of policies, as amended by this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for additional time to perform the WORK associated with this CHANGE ORDER.			
The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.			
Signatures for City Council			
IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.			
Approved as to Substance		Reviewed as to Legal Form	
City Manager		City Attorney	
Certification of Contract Funds Availability		Departmental Certification	
Director of Finance		Department Director	
Purchasing Official		Project Manager	
Certification of Content by Contractor/Consultant			
Representative of Contractor/Consultant		Title	
Additional Review:			
CIP	Budget		
Approval Level is at City Council based on cumulative change orders totalling \$1,392,854. for a total of 75.77%			

4/1/2023



CHANGE ORDER FORM

Project Information

Change Order #: **3**

Project Name: **US 34 & WCR 17 Intersection Improvements Design**

Date: **6/27/2025**

Project Manager: **Bhooshan Karnik**

Change Order Justification

Why was this not in original contract?	Catalyst Project known as Cascadia 1601 process was not included in the scope of work for US 34 & wcr 17.
Budget Impact/Funding	Increase in Project #12658 \$1,296,129.
Impact to project schedule	Proejct schedule completion date December 31, 2025.
Detailed Explanation of Change Order	change in scope brought forth by the Catalyst Project otherwise known as Cascadia. The change in scope will be to complete the 1601 process, bring the design of an Interchange at US34 & WCR17 and a bridge and mobility hub located on the 131st alignment to 30% design or Field Inspection Review (FIR) in CDOT terms. The City of Greeley (City) plans to construct a new grade-separated crossing over US34, approximately along the existing alignment 131st Avenue. The 131st Avenue bridge will serve as a multimodal connection, including separate lanes for automobiles, transit vehicles, and a multi-use shared path. The bridge will connect to an at-grade mobility hub located within the median of US34. These infrastructure improvements build upon the City's Mobility Umbrella initiative and align with the Colorado Department of Transportation's (CDOT) goals of ensuring mobility services that meet the needs of all residents. The project limits will extend along the approximate existing alignment of 131st Avenue, 500 feet north and south of US34. Based on the initial survey and design, the City anticipates right-of-way (ROW) acquisition and temporary construction easements. The project is designed to maintain traffic along US34 during construction. Additional coordination will be required with anticipated developments along the US34 corridor.

Memorandum

Bolton & Menk is requesting an amendment to the F22-10-85 US34 & CR17 Intersection Improvements Design contract. This amendment is due to a change in scope brought forth by the Catalyst Project otherwise known as Cascadia. The change in scope will be to complete the 1601 process, bring the design of an Interchange at US34 & WCR17 and a bridge and mobility hub located on the 131st alignment to 30% design or Field Inspection Review (FIR) in CDOT terms. This work will be added to the existing tasks and tracked as sub tasks between the Interchange and Bridge, with a total fee of \$1,296,129. This amendment will bring the project total fee to \$3,231,153.50. Please find the attached fee document for full details. We anticipate the new work to be completed by December 31, 2025 and to continue with a new contract once finished to begin compiling and RFQ for CM/GC to finalize the design.

#F22-10-085
PRELIMINARY DESIGN SERVICES
131ST AVE BRIDGE OVER US34 AND ATGRADE US34 MOBILITY HUB
CITY OF GREELEY
SCOPE OF WORK
February 21, 2025

PROJECT DESCRIPTION

Background and Planned Improvements

The City of Greeley (City) plans to construct a new grade-separated crossing over US34, approximately along the existing alignment 131st Avenue. The 131st Avenue bridge will serve as a multimodal connection, including separate lanes for automobiles, transit vehicles, and a multi-use shared path. The bridge will connect to an at-grade mobility hub located within the median of US34. These infrastructure improvements build upon the City's Mobility Umbrella initiative and align with the Colorado Department of Transportation's (CDOT) goals of ensuring mobility services that meet the needs of all residents.

The project limits will extend along the approximate existing alignment of 131st Avenue, 500 feet north and south of US34. Based on the initial survey and design, the City anticipates right-of-way (ROW) acquisition and temporary construction easements. The project is designed to maintain traffic along US34 during construction. Additional coordination will be required with anticipated developments along the US34 corridor.

The project is locally funded and led by the City, with anticipated CDOT involvement and review due to the improvements within US34. The project shall be designed in accordance with CDOT Standards and Specifications as applicable.

Required Project elements include:

- Stakeholder engagement and coordination.
- Utility coordination (public and private).
- Preliminary design packages and estimates

Project Location

The project limits will extend along the approximate existing alignment of 131st Ave 500ft north and south of US34

Work Duration

The time period for the work described in this scope is anticipated to be approximately 9 months from Notice to Proceed. Schedule to be developed as part of the scope of work.

Project Tasks

Task 1 Project Management

Bolton & Menk (BMI) will lead this task with input from each subconsultant as needed. Project management tasks include the work required to manage budget, schedule, coordination, and oversight. The Project Manager will prepare monthly invoices and status reports, summarizing the work performed and providing updates on budget and schedule. Tasks include internal project-related finance, quality, and safety reviews and reporting.

1.1 Project Management Plan

Develop a project specific Project Management Plan (PMP) for the project. The PMP will detail project management approach, key project milestones, schedule and cost management, QMP, scope management plan and change process, communications plan, risk, and staff management plan. One PMP will be prepared between this scope and the interchange scope of services.

1.2 Project Monitoring and Coordination

Regular check-in meetings to discuss project scope items, schedule, and project risks will occur with city staff. Regularly discussing these items will allow for proactive management of issues and to openly discuss mitigation strategies as a team. These meetings will occur along with the interchange coordination as one overall project.

1.3 Internal Progress Meetings

BMI staff and subconsultants to review project status and discuss action items. It is anticipated this group will meet bi-weekly as needed.

1.4 Agency Coordination

Attend up to 10 meetings with Project Manager, City and select discipline leads other agencies (Windsor, Johnstown, CDOT, Weld County, Transportation Advisory Board, etc.) to coordinate project elements such as staging, water resources, utilities, access control, etc.

Tasks:

- Review and prepare monthly invoices.
- Prepare monthly progress letters.
- Budget management and reporting.
- ProjectWise management.
- Contract and subcontract setup and management.
- Prepare PMP.
- Agency coordination.

Deliverables:

- Invoices and progress reports, pdf format.
- Meeting minutes, draft and final, pdf format.
- Project Management Plan

Task 2 Communications

BMI will lead this task. Communication tasks will be to effectively inform and educate stakeholders and the public about the project. Providing balanced and objective information to ensure clear understood project needs, goals, objectives, and benefits associated with future improvements.

2.1 Public Involvement Plan

Develop an overall comprehensive Public Information Plan (PIP).

2.2 Outreach Event

One in-person public meeting held to inform the community of the project. Held in conjunction with the interchange project.

2.3 Communication Content Production

This engagement effort is centered on informing and educating the public as the project progresses through the preliminary and final design process. Topics could include an overview of the functionality of the Mobility Hub and how it will integrate into the Greeley network and traffic management during construction. Each topic will be relayed to the City's communications team to be placed on SpeakUp Greeley.

Tasks

- Develop and implement the PIP.
- Organize, create materials for, promote and participate in one public meeting to be held preconstruction.
- Develop content for web, social media, and email distribution.

Deliverables

- Public Involvement Plan in Microsoft Word format.
- Public meeting materials (boards, handouts, comment forms).
- Communication materials (one news release, two social media ads, four social media posts, six project email blasts, newsletter article, website updates).

Assumptions

- All public facing materials will be plain language and ADA-compliant; or, as close to compliance as possible for large technical documents/layouts.

Task 3 Environmental Investigation and Documentation

This task is being provided under the separate West Side Development services.

Task 4 Ownership and Right of Way Plans

This task is being provided under the separate West Side Development services.

Task 5 Geotechnical Investigation

This task is being provided under the separate West Side Development services.

Task 6 Subsurface Utility Engineering

This task is being provided under the separate West Side Development services.

Task 7 Stormwater

This task encompasses baseline hydrology, drainage design, and the preparation of a comprehensive stormwater management plan/report. The primary objective is to develop a drainage design that effectively conveys stormwater in compliance with both City and CDOT standards.

Limitations/Assumptions:

- Future developments will adhere to the conditions established by the existing post-roadway improvements.
- The stormwater design will be limited to the roadway and bridge improvements included in this project.
- The project will follow the City's process, while still being subject to CDOT requirements and approvals.

7.1 Review of Existing Data

Conduct a comprehensive review of all existing reports, plans, and information related to drainage, including soils, environment, and utilities. Perform two site visits to gather data, including photographs and non-survey quality measurements as necessary.

Deliverables:

- Designers will gain an understanding of area characteristics and feasible methods for drainage storage and treatment.

Limitations/Assumptions:

- Existing data will be readily available and not necessitate special trips to archives or other locations.

7.2 Baseline Hydrology Hydraulics

BMI will employ the Colorado Urban Hydrograph Program (CUHP) version 2.0 and the rational method to analyze the 2, 5, 10, 25, 50, and 100-year storm events. Detention and conveyance elements will be designed to accommodate a minor storm, such as a 5-year event, or another event as specified by the City and CDOT. Existing bridge and culvert crossing structures will be integrated into the hydraulic model using available LiDAR data, site visits as necessary, and provided survey data. Proposed pipe or channel capacities will be determined using HEC-RAS or another agreed-upon hydraulic model. Surface discharge values will be adjusted to reflect the determined storm drain capacities as applicable. An internal independent QA/QC will be conducted prior to the initial submittal.

Deliverables:

- Hydrologic and hydraulic models for use in designing stormwater detention and conveyance, and drainage study, and a preliminary drainage report.

Limitations/Assumptions:

- No more than two rounds of revisions will be required to meet CDOT and City approval.
- One water quality/detention pond can serve the whole project.

7.3 Alternatives and Conceptual Development

A maximum of two feasible and constructable alternatives will be developed for consideration. Draft drawings/exhibits and preliminary costs will be presented to the City for review. One alternative will be selected for further development. The use of sustainable Bioswales, rain gardens or other green drainage solutions will be evaluated and will be incorporated into the design at locations where practical.

Deliverables:

- Exhibits and costs of two conceptual drainage solutions and the selected plan for improvements.

Limitations/Assumptions:

- Two rounds of revisions to concepts prior to selection of final drainage design.

7.4 FIR (30%) Drainage Design

The selected design will be advanced to a 30% completion level, including the development of plan and profile drawings. This stage will also address detention, water quality, and interactions with roadway and pedestrian needs. Cost estimates and quantities will be further refined. The design will be prepared for review by the City, CDOT, and other stakeholders.

Deliverables:

- Drawings and costs estimate of the selected drainage solution.

Limitations/Assumptions:

- Soils, environmental concerns, and other utilities and roadway design are well defined at the start of this task.

Task 8 Bridge and Structural Design

8.1 Structure Selection Report

A structure selection analysis will be conducted to select an appropriate, cost-effective structure type for the 131st Ave bridge and retaining walls. A structural selection report including an opinion of probable cost will be developed per CDOT Staff Bridge requirements. This document will include a decision matrix for the structure types evaluated highlighting pros and cons, costs, schedule, property/traffic impacts, etc., and a risk index for the associated construction methods. Scope of services assumes structure types analyzed will include prestressed concrete beam or steel beam/plate girder, with the assumption that the inclusion of the mobility hub in the median will justify the inclusion of a median pier for structure support.

Deliverables:

- Structural selection report and meeting with CDOT Staff Bridge

8.2 FIR (30%) Bridge and Structural Design

Based on the outcome of the structural selection report meeting the selected design will be taken to a 30% FIR design level including bridge and retaining wall plans. Preliminary analyses will be performed to the degree necessary to confirm structure depth needs of the recommended alternative such that a finalized road profile can be set that meets highway clearance requirements.

Deliverables:

- Final Structure Selection Report
- FIR level Structural Plans and Specs

Task 9 Preliminary Design

The proposed enhancements on 131st Avenue will integrate multi-modal components, featuring dedicated lanes for automobiles, transit vehicles, and smaller electric vehicles (e.g., scooters, e-bikes, carts). Each lane will be distinctly separated by a curb or an equivalent barrier to ensure safety and efficiency. Additionally, the median of US34 will be widened to accommodate a median-based mobility hub.

The roadway design team will address all roadway design elements and determine the elevation of the mobility hub flatwork. The BMI roadway design team will progress the design to a Preliminary Design (FIR) level for roadway improvements. All deliverables will undergo rigorous internal BMI quality procedures, including design and calculation checks, independent technical reviews, discipline coordination reviews, and constructability reviews. The scope of services anticipates that the roadway design team will confine the design to the vicinity of the bridge abutments and walls. The design will progress to establish a ROW footprint, with further details to be finalized in subsequent design phases.

9.1 Preliminary (30% FIR)

At the FIR submittal BMI will provide approved project specific design criteria, typical sections, horizontal and vertical profiles and an OpenRoads proposed terrain model. From this model proposed earthwork, wall length/height and top of cut/toe of fills will be determined.

Anticipated Deliverables:

An FIR level roadway plan including mainline and major horizontal & vertical alignments, typical sections, superelevation, 3D Top surface roadway model. All design work will be performed in Bentley OpenRoads Designer using CDOTs formatting, configuration, and standards.

The following describes the discipline-specific tasks involved in the FIR design phase:

9.1.1 Roadway Design

Horizontal and vertical alignments shall be designed and input using City and CDOT design criteria as applicable. A proposed typical section that incorporates all planned mobility uses will be developed. The alignments and typical sections shall be used to model the proposed roadway, developing toes of slope and other pertinent design data to establish impacts to ROW, environmentally sensitive areas, and utilities.

Tasks:

- Refine geometry to appropriately balance constraints, stakeholders concerns and budget.
- Develop proposed roadway typical section
- Prepare FIR Roadway Plans.
- Coordinate with other disciplines to complete and compile plans.
- Coordinate with mixed use land development in the South and North.

Deliverables:

- FIR roadway plan sheets/exhibits.
- FIR specifications outline.

9.1.2 Finalize Construction and ROW Limits

BMI will review and optimize the design to define the construction limits to establish the final ROW and easement limits. ROW acquisition is on the critical path to secure the necessary property early for Agency project approval and for early utility relocation work to begin ahead of actual roadway construction.

Tasks:

- Identify ROW and easement limits.

Deliverables:

- ROW exhibit with easements.

9.1.3 Signing and Striping

BMI will develop signing and striping layouts. Sign and pavement marking design will be based on current MUTCD requirements and CDOT guidelines as applicable. This task includes the development of an inventory of existing signs within the project limits, including legend and FHWA code. Sign panel details will not be provided at the preliminary stage of design.

Tasks:

- Develop inventory of existing signs.
- Develop preliminary signing and striping plans sheets.
- Develop unique sign locations for mobility hub wayfinding.

Deliverables:

- Preliminary signing and striping plan sheets.
- FIR signing, and striping quantities and cost estimate.

9.1.4 Maintenance of Traffic (MOT) and Construction Phasing

BMI will develop temporary traffic control and construction phasing concepts will be developed in coordination with CDOT and the City. The plan will provide an overview of the anticipated construction phases and associated traffic control in accordance with CDOT requirements. The contractor will be responsible for obtaining an approved Method of Handling Traffic (MHT) from CDOT in accordance with CDOT requirements.

Tasks:

- Develop MOT & construction phasing roll plots/exhibits for construction.
- Develop preliminary temporary traffic control and construction phasing roll plot plan.
- Develop preliminary signal, signing, striping, and temporary traffic control quantities and cost estimate.

Deliverables:

- FIR temporary traffic control and construction phasing plans.
- FIR temporary traffic control and construction phasing quantities and cost estimate.

Limitations/Assumptions:

- Lighting design is not included in the FIR submittal.

9.1.5 Cost Estimate and Specifications

As indicated for each discipline above, approximate quantities will be determined, and a preliminary engineer's cost estimate developed. Unit costs will be estimated based upon historic data and price trends using cost data available from CDOT's website and the City if available. The engineer's estimate will approximate the bids for construction of the design as shown on the FIR deliverables. This task includes assembling the construction cost estimates prepared by each design discipline.

BMI will provide an outline for the project specifications based on the pay items established during preliminary design.

Tasks:

- Calculate preliminary Design quantities.
- Prepare preliminary cost estimates.
- Develop outline for the project specifications.

Deliverables:

- Preliminary construction cost estimate.
- Preliminary project specifications outline.

Limitations/Assumptions:

- A contingency will be added to the estimate to account for uncertainty inherent to the preliminary cost estimate.
- Specifications is an index only based on the most current CDOT Standard Construction Specifications and CDOT Standard Special Provisions.

9.1.6 Design Decision Memo

At the conclusion of the preliminary design phase (30%), the Design Decision Memo will be updated documenting the final decisions ensuring that CDOT Project Delivery process and design Standards are followed.

Tasks:

- Revise design decision memo.

Deliverables:

- Design Decision Memo.

Task 10 Mobility-Oriented Development Planning

BMI will lead this task. The purpose is to assess current conditions of the built environment and development ordinances around the planned Centerplace mobility hub and to provide recommendations that create a future mobility-oriented built environment that fully leverages and supports the mobility hub and prioritizes multimodal access and amenities.

10.1 Project Management

- **General Coordination**

BMI will attend, make presentations, and participate in virtual general coordination meetings or conference calls with the City (24 total) for the project. Coordination activities may be used to present preliminary findings, discuss on-going issues, or obtain feedback on draft deliverables. Routine coordination between milestone meetings or conference calls will occur via telephone, email, virtual meetings, general inquiries via email or phone call, or interaction over a file share site. BMI will serve as the primary point of contact for the City and will coordinate with project team members as necessary.

- **Baseline Data Exchange**

BMI will provide the City with GIS data, resource documents, growth forecasts, economic data, stakeholder lists, development data, as necessary identified as important to the planning process. Data will be exchanged via a file share site or similar. BMI will rely on this information for its inventory and analysis to support recommendations in subsequent phases of the planning process.

- **Deliverables:** BMI will attend, provide materials and facilitate a project orientation kick-off meeting as well as regular project team meetings, assuming every 2-3 weeks.

10.2 Public Engagement

- **Stakeholder Identification**

BMI will assist the City with identification of targeted stakeholder groups most relevant to this scope of work and study area (e.g., city staff, property owners, developers, mobility advocates).

- **Storymap Development**

BMI will develop and provide regular updates to a storymap to document a summary of the work completed during this task.

- **Stakeholder Meetings**

BMI will assist the city with planning a series of stakeholder meetings to determine goals and vision for the Centerplace area with respect to the mobility hub and to garner feedback on concepts and recommendations. BMI will facilitate stakeholder meetings and provide necessary materials.

- **Deliverables:** BMI will attend (virtually, up to 4 staff), provide materials and facilitate stakeholder meetings (up to 8 meetings).

10.3 Data, Inventory & Analysis

- **Policy and Ordinance Assessment**

BMI will review existing plans, policies, and ordinances provided by the City and relevant to the planning process and study areas. A list of plans, policies, studies, and ordinances to review for the project will be provided by the City. Copies of the documents in the list should be provided to BMI in searchable Adobe Acrobat PDF or Microsoft Word formats, if possible.

- **Study Area Context, Data and Trends**

BMI will review and summarize recent data and findings, provided by the City related to study area influences — development, transportation, economic, cultural, environmental, or political — in and around the study areas; or other sources may be identified by BMI.

- **Mapping Physical and Policy Conditions**

BMI will inventory and map conditions and features in the study areas for the following general categories: natural environment, built environment, community character, and supporting existing and future infrastructure. Together, this map set will describe how land is currently organized, used, and supported by public facilities and services as well as overlaying proposed or planned future changes (e.g., development and transportation projects). It will serve as a base for analysis, concept designs and proposed recommendations.

The draft summary documents will be shared with the City for comments. Revisions to the information presented in the draft documents will be made while creating the first draft for the overall project.

- **Deliverables:**

- Policy and Ordinance Scan Discovery Memo
- Study Area Context, Data and Trends Summary Document
- Physical Assessment Map Set

10.4 Mobility-Oriented Development Plan

- **Vision and Guiding Principles**

BMI will prepare a vision statement and set of guiding principles for the study area that will be developed with input from the City and Stakeholders. These will draw from existing plans and ongoing stakeholder engagement and will provide high-level goals for the future development and public space in the study area, especially considering the planned mobility hub and transportation investments.

- **Multimodal Mobility Analysis and Recommendations**

BMI will identify gaps and future connection needs in the study area based on long-term growth, including assumptions about future transit, walking, biking, and smart mobility needs. Recommendations may include updates to local mobility systems to support multimodal safety and mobility in the future study areas.

- **Study Area Concept Plans**

BMI will prepare a detailed concept plan for the study area that illustrates the goals and principles established. Key elements of a concept plan may include proposed land uses, new (or improved) streets, blocks, parks, and buildings that will be illustrated and rendered in color using a 2-D plan view format (top-down graphic). Perspective drawings and/or street view scenes will also be used to highlight the community's preferred character and development principles. Graphic representations for the afore-mentioned drawings will be determined by BMI with input from the City.

- **Deliverables:**

- Stakeholder Engagement to define Vision and Guiding Principles
- Vision and Guiding Principles Document
- Multimodal Mobility Analysis and Recommendations Summary
- Station Area Concept Plan
- Three Perspective Renderings illustrating the vision and Concept Plans

- **Limitations/Assumptions:**

- Draft concept plan produced using direction, feedback from first stakeholder meeting.
- Review concept with stakeholders, revise (1x) per feedback.
- Deliver final concept.
- Renderings: 1 plan view; 1 oblique (birds eye); up to 2 eye level (streetview).
 - Package work cohesively into set of 11x17 PDF pages able to be viewed as "slides" or printed.

10.5 Ordinance & Policy Recommendations

- **Ordinance Diagnostic Technical Memo**

BMI will provide a brief technical memorandum generally highlighting and summarizing important opportunities in the existing ordinance for updates, consistencies or inconsistencies to consider in future ordinance revisions (by others) that will help ensure the mobility-oriented goals and vision are achieved in the study area.

- **Deliverables:**

- Brief ordinance diagnostic technical memorandum.

Task 11 Mobility Hub Design

This task entails the work effort needed to design a multi-modal Mobility Hub within the median of US34. The Mobility Hub will provide valuable multi-modal access to the West Side Development facilities to be located within the general proximity of the new Mobility Hub site.

Mobility Hub Details:

- Covered roof structure
- Stair and elevator access from lower grade to bridge level
- Construction cost not to exceed \$15.0m

This task includes participation from the following professional disciplines specific to the Mobility Hub:

- Design Architect (Lake | Flato)

- Architect of Record
- Landscape Architect
- Structural Engineer
- Mechanical/Plumbing Engineer
- Fire Protection
- Energy Modeling for renewable energy analysis
- Electrical Engineer
- Lighting Designer
- Vertical Transportation (Elevator/Escalator)
- Security/Audio Visual
- Cost Estimating

11.1 Concept Design

- Lake | Flato in partnership with Bolton and Menk will develop and review the concept design with the Owner to establish the initial program and overall shape and form of the Mobility Hub in concert with the site, traffic flow and the 131st avenue bridge
- Lake | Flato will build upon previously attained knowledge from with the City to provide a united design that both integrates and strengthens the final structure and the site.
- Meeting Assumptions:
 - 1 virtual concept kickoff meeting
 - 2 virtual concept check-in meetings
 - 1 in-person stakeholder/community meeting
- Concept Deliverables Include
 - Concept Plan
 - Concept elevations
 - Massing studies with sketchup/enscape rendering
 - Concept Site Plan
 - Preliminary Concept Estimate

11.2 Schematic Design

- Lake | Flato in partnership with Bolton and Menk and other design consultants will further build upon a single design concept already established in the Concept phase.
- Design concept will further detail the materials of the spaces and outline initial assumptions for other engineered systems including Mechanical, Electrical, Lighting, Plumbing, Vertical Transportation, Security, Structural and the connection with the relevant civil/site features
- Review preliminary building code implications as might be relevant to the project
- Meeting Assumptions:
 - 1 virtual Schematic Design kickoff meeting
 - 4 virtual schematic design review meetings
 - 1 In person final presentation
- Schematic Design Deliverables Include
 - Preliminary Plan
 - Preliminary site plans
 - Preliminary elevations of the exterior skin
 - Sections if required
 - Material Selection
 - 2 renderings

- Engineering narrative with diagrams/plans where appropriate
- Preliminary Estimate of Probable Cost

Task 12 Utility Coordination (Public and Private)

BMI will lead the private utility coordination effort on the project. Once the SUE base mapping is completed per Task 6, BMI will forward the utility base maps to the utility companies for verification to begin the utility engagement efforts. BMI will follow the current City and CDOT utility coordination process documentation as the design is developed and finalized. Once the preliminary conceptual geometric layout is completed, plans will be sent to the utility owners for their review prior to the first initial utility coordination meeting to collect supplemental information and to identify potential utility conflicts. This information will be incorporated into the preliminary design plans and cross sections which will be resubmitted to the utility owners prior to a second utility meeting to discuss conflicts and begin development of solutions and utility relocation plans. Efforts to encourage utility owners to collaborate on a potential joint utility trenching solution will be presented. The proposed utility relocations plans will be reviewed and the third meeting to review the final design with the relocation plans will be scheduled to finalize new utility location and establish schedules to begin early relocation work prior to physical construction begins.

Tasks:

- Coordinate and attend utility meetings (assumes up to 3 meetings)
- Coordinate with City, CDOT, and the Towns of Windsor and Johnstown
- Coordinate joint trench opportunities with utility companies.
- Prepare agendas and meeting minutes.
- Prepare utility Base map.
- Review proposed utility relocation plans.

Deliverables:

- Existing utility base map.
- Utility coordination documentation
- Utility plans

#F22-10-085
PRELIMINARY DESIGN SERVICES
US 34 / WCR 17 INTERSECTION IMPROVEMENTS
CITY OF GREELEY
SCOPE OF WORK
February 21, 2025

PROJECT DESCRIPTION

Background and Planned Improvements

The City of Greeley (City) is planning to improve the existing at-grade, signal controlled intersection of US34/WCR17 into a grade separated interchange to serve the growing needs of the community.

The project limits extend along US 34 approximately 3,000ft both east and west of the WCR 17 intersection and along WCR 17 approximately 2,000ft to the north and 3,500ft to the south. The preferred design improvement is an interchange. Based on the design and initial survey, the City of Greeley (City) anticipates right-of-way (ROW) acquisition and temporary construction easements. The project shall be designed with the intent to maintain traffic along US 34 during construction. It is the intent of the City to have construction complete by the third quarter of 2028.

Close coordination with the Towns of Windsor and Johnstown are anticipated due to storm and sanitary sewer extents between the corporate limits with each agency. Additional coordination with anticipated development is anticipated with a need to design two additional intersections along WCR 17 to the south of the intersection.

The project will have Colorado Department of Transportation (CDOT) involvement, but the City will lead the effort. The project shall be designed in accordance with the CDOT Standards and Specifications as applicable. This project is being funded with local funds.

Required Project elements include:

- Stakeholder engagement and coordination.
- Utility coordination (public and private).
- Construction staging and traffic control.
- Preliminary design of street and interchange improvements.
- Preliminary design of sanitary, stormwater and drainage improvements.

Project Location

The project limits extend along US 34 approximately 3,000ft both east and west of the WCR 17 intersection and along WCR 17 approximately 2,000ft to the north and 3,500ft to the south.

Work Duration

The time period for the work described in this scope is anticipated to be approximately 9 months from Notice to Proceed. Schedule to be developed as part of the scope of work.

Project Tasks**Task 1 Project Management**

Bolton & Menk (BMI) will lead this task with input from each subconsultant as needed. Project management tasks include the work required to manage budget, schedule, coordination, and oversight. The Project Manager will prepare monthly invoices and status reports, summarizing the work performed and providing updates on budget and schedule. Tasks include internal project-related finance, quality, and safety reviews and reporting.

1.1 Project Management Plan

Develop a project specific Project Management Plan (PMP) for the project. The PMP will detail project management approach, key project milestones, schedule and cost management, QMP, scope management plan and change process, communications plan, risk, and staff management plan. One PMP will be prepared between this scope and the interchange scope of services.

1.2 Project Monitoring and Coordination

Regular check-in meetings to discuss project scope items, schedule, and project risks will occur with city staff. Regularly discussing these items will allow for proactive management of issues and to openly discuss mitigation strategies as a team. These meetings will occur along with the interchange coordination as one overall project.

1.3 Internal Progress Meetings

BMI staff and subconsultants to review project status and discuss action items. It is anticipated this group will meet bi-weekly as needed.

1.4 Agency Coordination

Attend up to 10 meetings with Project Manager, City and select discipline leads other agencies (Windsor, Johnstown, CDOT, Weld County, Transportation Advisory Board, etc.) to coordinate project elements such as staging, water resources, utilities, access control, etc.

Tasks:

- Review and prepare monthly invoices.
- Prepare monthly progress letters.
- Budget management and reporting.
- ProjectWise management.
- Contract and subcontract setup and management.
- Prepare PMP.
- Agency coordination.

Deliverables:

- Invoices and progress reports, pdf format.
- Meeting minutes, draft and final, pdf format.
- Project Management Plan

Task 2 Communications

BMI will lead this task. Communication tasks will be to effectively inform and educate stakeholders and the public about the project. Providing balanced and objective information to ensure clear understood project needs, goals, objectives, and benefits associated with future improvements.

2.1 Public Involvement Plan

Develop an overall comprehensive Public Information Plan (PIP).

2.2 Outreach Event

One in-person public meeting held to inform the community of the project. Held in conjunction with the interchange project.

2.1 Communication Content Production

This engagement effort is centered on informing and educating the public as we work through the preliminary and final design process. Topics could include a closer look at the current intersection and how it functions today, what are the interchange types being looked at and how to use them, highlight examples of interchanges across the United States, and how users will benefit after construction. Each topic will be relayed to the City's communications team to be placed on SpeakUp Greeley.

Tasks

- Develop and implement the PIP.
- Organize, create materials for, promote and participate in one public meeting to be held preconstruction.
- Develop content for web, social media, and email distribution.

Deliverables

- Public Involvement Plan in Microsoft Word format.
- Public meeting materials (boards, handouts, comment forms).
- Communication materials (one news release, two social media ads, four social media posts, six project email blasts, newsletter article, website updates).

Assumptions

- BMI reviews and updates the PIP at 30% and 90% design completion.
- All public facing materials will be plain language and ADA-compliant; or, as close to compliance as possible for large technical documents/layouts.

Task 3 Environmental Investigation and Documentation

This task is being provided under the separate West Side Development services.

Task 4 Ownership and Right of Way Plans

This task is being provided under the separate West Side Development services.

Task 5 Geotechnical Investigation

This task is being provided under the separate West Side Development services.

Task 6 Subsurface Utility Engineering

This task is being provided under the separate West Side Development services.

Task 7 Stormwater

ICON Engineering (ICON) will lead this task with input from BMI as needed. In general, tasks for this project will include overall project management, meetings and coordination, baseline hydrology, drainage design and a stormwater management plan/report. The main goal of the project is to develop a drainage design which serves the new interchange, meeting CDOT and City standards.

Limitations/Assumptions:

- Any future development will meet the conditions which become existing (post roadway improvements).
- ICON design will focus only on roadway/interchange improvements included with this project.
- This project will follow a City process rather than a CDOT process, though still subject to CDOT requirements/approvals.
- ICON will not be involved in any public meetings and only about ½ of the project meetings.
- ICON will receive regular updates from BMI for any design requirements, updates, decisions impacting our work.

7.1 Review of Existing Data

Review all existing reports, plans and information related to drainage, including soils, environmental and utilities. Perform two site visits to collect data including photos and non-survey quality measurements as needed.

Deliverables:

- Designers will have knowledge of area characteristics and what methods of drainage storage/treatment are feasible.

Limitations/Assumptions:

- Existing data will be readily available and not require any special trips to archives, etc.

7.2 Baseline Hydrology Hydraulics

Since there is no basin master plan, ICON will utilize Colorado Urban Hydrograph Program (CUHP) version 2.0 and the rational method to determine the 2-, 5-, 10-, 25-, 50-, and 100-year events. Detention and conveyance elements will be sized to accommodate a minor storm such as a 5-year event, or other event as determined by CDOT and the City. Existing bridge/culvert crossing structures will be incorporated into the hydraulic model based on available LiDAR Data, site visits as applicable, and provided survey data. Proposed pipe or channel capacities will be determined by HEC-RAS or other agreed upon hydraulic model. Surface discharge values will be adjusted to reflect the determined storm drain capacities as applicable. An internal independent QA/QC will be completed prior to the initial submittal.

Deliverables:

- Hydrologic and hydraulic models for use in designing stormwater detention and conveyance, and drainage study; and a preliminary drainage report.

Limitations/Assumptions:

- Other disciplines and stakeholders will provide information (such as surveys) that informs the model in a timely manner. No more than two rounds of revisions will be required to meet CDOT and City approval. One water quality/detention pond can serve the whole project.

7.3 Alternatives and Conceptual Development

A maximum of two feasible and constructable alternatives will be presented to the design team based on the preliminary roadway configuration. Draft drawings/exhibits and preliminary costs will be presented to the larger design team, and CDOT/City reviewers. One alternative will be selected for further development. The use of sustainable Bioswales, rain gardens or other green drainage solutions will be evaluated and will be incorporated into the design at locations where practical.

Deliverables:

- Exhibits and costs of two conceptual drainage solutions and the selected plan for improvements.

Limitations/Assumptions:

- Two rounds of revisions to concepts prior to selection of final drainage design. ICON will evaluate current standard drainage swale/pipe and detention pond scenario with adequate ROW provided for stormwater facilities.

7.4 FIR (30%) Drainage Design

Selected design will be taken to a 30% complete level including plan and profile drawings. ICON will notify the project team of potential conflicts with other utilities (water, sanitary, etc.). Detention, water quality and interactions with roadway/pedestrian needs will also occur at this stage. Cost estimate/quantities will be further refined. Design ready for review by CDOT, City and other stakeholders.

Deliverables:

- Drawings and costs of selected drainage solution.

Limitations/Assumptions:

- Soils, environmental concerns and other utilities and roadway design are well defined at the start of this task. Structural Engineering is completed by others.

Task 8 Bridge and Structural Design**8.1 Structure Selection Report**

A structure selection analysis will be conducted to select an appropriate, cost-effective structure type for the US 34 over WCR 17 bridge and retaining walls. A structural selection report including an

opinion of probable cost will be developed per CDOT Staff Bridge requirements. The scope of services assumes structure type analyses for a diamond-type interchange.

Deliverables:

- Structural selection report and meeting with CDOT Staff Bridge

8.2 FIR (30%) Bridge and Structural Design

Based on the outcome of the structural selection report meeting the selected design will be taken to a 30% FIR design level including bridge and retaining wall plans.

Deliverables:

- Final Structure Selection Report
- FIR level Structural Plans and Specs

Task 9 Preliminary Design

The BMI roadway design team will advance the design to a Preliminary Design (FIR) level for the interchange. Deliverables will be checked following internal BMI quality procedures, including design and calculation checks, independent technical reviews, discipline coordination reviews, and constructability reviews. The scope of services assumes a diamond-type interchange maintaining four lanes on US34 at a design speed of 55mph.

9.1 Preliminary (30% FIR) Design

At the FIR submittal BMI will provide approved project specific design criteria, typical sections, horizontal and vertical profiles and an OpenRoads proposed terrain model. From this model proposed earthwork, wall length/height and top of cut/toe of fills will be determined.

Anticipated Deliverables:

An FIR level roadway plan including mainline and major horizontal & vertical alignments, typical sections, superelevation, 3D Top surface roadway model. All design work will be performed in Bentley OpenRoads Designer using CDOTs formatting, configuration, and standards.

The following describes the discipline-specific tasks involved in the FIR design phase:

9.1.1 Roadway Design

Horizontal and vertical alignments shall be designed and input using CDOT design criteria. These alignments shall be used to model the proposed roadway, developing toes of slope and other pertinent design data to establish impacts to ROW, environmentally sensitive areas, and utilities.

Tasks:

- Refine geometry to appropriately balance constraints, stakeholders concerns and budget.
- Prepare Clear zone Inventory & Evaluation
- Prepare FIR Roadway Plans.

- Coordinate with other disciplines to complete and compile plans.
- Coordinate with mixed use land development around the intersection.

Deliverables:

- FIR roadway plan sheets/exhibits.

9.1.2 Finalize Construction and ROW Limits

BMI will review and optimize the preliminary design to define the construction limits to establish the final ROW and easement limits. ROW acquisition is on the critical path to secure the necessary property early for Agency project approval and for early utility relocation work to begin ahead of actual roadway construction.

Tasks:

- Identify final ROW and easement limits.

Deliverables:

- ROW exhibit.

Limitations/Assumptions:

- ROW limits will be developed per current CDOT requirements.

9.1.3 Signal Design

Design of preliminary signalized intersection will comply with ADA, MUTCD, future traffic volumes, and local standards. BMI will develop preliminary traffic signal layout plans and quantities sufficient for preliminary cost estimating purposes.

Traffic signal design will be based on the current Manual on Uniform Traffic Control Devices (MUTCD) requirements, CDOT, and City design guidelines as outlined within Signal Maintenance Agreement between CDOT and the City. The preliminary signal design will include proposed traffic signal equipment, poles, heads, existing/new interconnect connections and the resulting item quantities necessary to complete traffic signal installation.

The design of signal foundations, including diameter and length of foundations, will be determined using the City and CDOT Traffic Signal Installation & Parts Specifications (e.g., CDOT M&S Standards). Signal configurations that require structural design and analysis will be considered out of scope.

It is assumed that the City and CDOT will be responsible for the development of traffic signal timing plans. The traffic signal sheets will indicate which approaches or movements require detection, but it is assumed the City and CDOT will be responsible for the precise location, design, and orientation of detection equipment.

Tasks:

- Identify signal pole and equipment locations.
- Identify transit related corridor facilities with NFRMPO and CDOT.

Deliverables:

- Signal pole plan sheets showing cabinet, controllers, pedestrian push buttons and detectors.

9.1.4 Signing and Striping

BMI will develop signing and striping layout for the interchange. Sign and pavement marking design will be based on current MUTCD requirements and CDOT guidelines as applicable. This task includes the development of an inventory of existing signs within the project limits, including legend and FHWA code. This task will also define the location of OH-signs for the interchange design concept. Sign panel details will not be provided at the preliminary stage of design.

Tasks:

- Develop inventory of existing signs.
- Develop preliminary traffic signal plan sheets.
- Develop preliminary signing and striping design plan sheets.
- Develop OH-Sign locations.
- FIR signal, signing, OH signs, and striping quantities and cost estimate.

Deliverables:

- Preliminary signing and striping plan sheets.

Limitations/Assumptions:

- CDOT current guidelines for signing and striping will govern over MUTCD standards.

9.1.5 Sanitary Sewer and Watermain

BMI will design sanitary sewer and water main along WCR 17 in the project limits. The design will be based on local jurisdictional requirements. This task includes the development of preliminary alignments and pipe depths to service the required area determined by the City and Town of Windsor, as applicable.

Tasks:

- Develop preliminary sanitary sewer and water main roll plot plan.

Deliverables:

- FIR sanitary sewer and watermain plan sheets.

Limitations/Assumptions:

- It's assumed sanitary sewer and water main sizing requirements along with service areas and proposed connection points will be provided by City of Greeley and Town of Windsor, as applicable. No modeling will be completed.

9.1.6 Maintenance of Traffic (MOT) and Construction Phasing

BMI will develop temporary traffic control and construction phasing concepts will be developed in coordination with CDOT and the City. The plan will provide an overview of the anticipated construction phases, sanitary sewer and watermain locations and associated traffic control in accordance with CDOT requirements. The contractor will be responsible for obtaining an approved Method of Handling Traffic (MHT) from CDOT in accordance with CDOT requirements.

Tasks:

- Develop MOT & construction phasing roll plots/exhibits for DDI construction.
- Develop preliminary temporary traffic control and construction phasing roll plot plan.
- Develop preliminary signal, signing, striping, and temporary traffic control quantities and cost estimate.

Deliverables:

- FIR temporary traffic control and construction phasing plans.
- FIR temporary traffic control and construction phasing quantities and cost estimate.
- FIR specifications outline.

Limitations/Assumptions:

- It is assumed that no non-standard sign or signal structures will be designed as part of the FIR submittal.
- Lighting design is not included in the FIR submittal.

9.1.7 Cost Estimate and Specifications

As indicated for each discipline above, approximate quantities will be determined, and a preliminary engineer's cost estimate developed. Unit costs will be estimated based upon historic data and price trends using cost data available from CDOT's website and the City if available. The engineer's estimate will approximate the bids for construction of the design as shown on the FIR deliverables. This task includes assembling the construction cost estimates prepared by each design discipline.

BMI will provide an outline for the project specifications based on the pay items established during preliminary design.

Tasks:

- Calculate preliminary Design quantities.
- Prepare preliminary cost estimates with contingency.
- Develop outline for the project specifications.

Deliverables:

- Preliminary construction cost estimate.
- Preliminary project specifications outline.

Limitations/Assumptions:

- A contingency will be added to the estimate to account for uncertainty inherent to the preliminary cost estimate.

- Specifications is an index only based on the most current CDOT Standard Construction Specifications and CDOT Standard Special Provisions.

9.1.8 Design Decision Memo

At the conclusion of the preliminary design phase (30%), the Design Decision Memo will be updated documenting the final decisions ensuring that CDOT Project Delivery process and design Standards are followed.

Tasks:

- Revise design decision memo.

Deliverables:

- Design Decision Memo.

Task 10 Utility Coordination (Public and Private)

BMI will lead the private utility coordination effort on the project. Once the SUE base mapping is completed per Task 6, BMI will forward the utility base maps to the utility companies for verification to begin the utility engagement efforts. BMI will follow the current CDOT and city utility coordination process documentation as the design is developed and finalized. Once the preliminary conceptual geometric layout is completed, plans will be sent to the utility owners for their review prior to the first initial utility coordination meeting to collect supplemental information and to identify potential utility conflicts. This information will be incorporated into the preliminary design plans and cross sections which will be resubmitted to the utility owners prior to a second utility meeting to discuss conflicts and begin development of solutions and utility relocation plans. Efforts to encourage utility owners to collaborate on a potential joint utility trenching solution will be presented. The proposed utility relocations plans will be reviewed and the third meeting to review the final design with the relocation plans will be scheduled to finalize new utility location and establish schedules to begin early relocation work prior to physical construction begins.

Tasks:

- Coordinate and attend utility meetings (assumes up to 3 meetings)
- Coordinate with City, CDOT, and the Towns of Windsor and Johnstown
- Coordinate joint trench opportunities with utility companies.
- Prepare agendas and meeting minutes.
- Prepare utility Base map.
- Review proposed utility relocation plans.

Deliverables:

- Existing utility base map.
- Utility coordination documentation
- Utility plans

Task 11 Traffic Analysis and Modeling

11.1 Interchange Selection Report

An interchange selection analysis will be conducted to select the most optimal interchange for this location. Alternatives will be screened using safety, operations, right of way impacts, and multimodal improvements as criteria.

Deliverables:

- Interchange Selection Report with CDOT meetings to determine criteria scoring and weights

11.2 1601 – Interchange Approval Process

The preferred alternatives chosen in the Interchange Selection Report will be carried forward and analyzed as a part of the 1601 process.

11.2.1 System Level Study

The study intersections and relevant surrounding intersections will be analyzed in both the existing year and the future forecasted year. Traffic safety and operations will be further analyzed to provide a final recommendation for the location.

Deliverables:

- System Level Study Report

11.2.2 Travel Demand Management

The recommended alternative will be analyzed to determine impacts to both vehicular and multimodal travel. TDM strategies will be evaluated to estimate vehicular trip reduction at the study intersection and to determine efforts that must be made to reach the reduction goals.

Deliverables:

- TDM Memo

Client: City of Greeley

Project:

US 34 & WCR 17

Project: 131st Ave Bridge and Mobility Hub

		BMI Total Cost	ICON Total Cost					
		BMI Total Cost	ICON Total Cost	BMI Total Cost	Lake Flato Total Cost	MEP/FP Total Cost	Other Specialty Consultants Total Cost	Total
1	Project Management, Coordination, and Meetings	\$ 26,164	\$ 5,010					\$ 31,174
2	Communications	\$ 7,380	\$ -					\$ 7,380
3	Environmental Investigation and Environmental Document	\$ -	\$ -					\$ -
4	Survey and Mapping	\$ -	\$ -					\$ -
5	Geotechnical Investigation	\$ -	\$ -					\$ -
6	Subsurface Utility Engineering	\$ -	\$ -					\$ -
7	Stormwater	\$ 9,212	\$ 106,135					\$ 115,347
8	Bridge and Structural Design	\$ 204,836	\$ -					\$ 204,836
9	Preliminary Design	\$ 485,876	\$ -					\$ 485,876
10	Utility Coordination	\$ 16,840	\$ -					\$ 16,840
11	Traffic Analysis and Modeling	\$ 83,832	\$ -					\$ 83,832
	Reimbursable Expenses	\$ 5,500	\$ -					\$ 5,500
1	Project Management, Coordination, and Meetings			\$ 78,414	\$ -	\$ -	\$ -	\$ 78,414
2	Communications			\$ 23,806	\$ -	\$ -	\$ -	\$ 23,806
3	Environmental Investigation and Environmental Document			\$ -	\$ -	\$ -	\$ -	\$ -
4	Survey and Mapping			\$ -	\$ -	\$ -	\$ -	\$ -
5	Geotechnical Investigation			\$ -	\$ -	\$ -	\$ -	\$ -
6	Subsurface Utility Engineering			\$ -	\$ -	\$ -	\$ -	\$ -
7	Stormwater			\$ 80,940	\$ -	\$ -	\$ -	\$ 80,940
8	Bridge and Structural Design			\$ 262,316	\$ -	\$ -	\$ -	\$ 262,316
9	Preliminary Design			\$ 161,976	\$ -	\$ -	\$ -	\$ 161,976
10	Mobility-Oriented Development Planning			\$ 39,898	\$ -	\$ -	\$ -	\$ 39,898
11	Mobility Hub Design			\$ 70,122	\$ 187,900	\$ -	\$ -	\$ 258,022
12	Utility Coordination			\$ 19,972	\$ -	\$ -	\$ -	\$ 19,972
	Reimbursable Expenses			\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
Subtotals		\$839,640	\$111,145	\$757,444	\$187,900	\$0	\$0	
Project Subtotal		\$950,785		\$945,344				
Existing Fee left on CFI Contract		\$600,000						
Total		\$1,296,129						



Council Agenda Summary

Item: 13.

July 15, 2025

Key Staff Contact: Paul Trombino, Managing Director

Title:

Resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation (CDOT) for the 83rd Avenue Improvements

Summary:

The City of Greeley was awarded Surface Transportation Block Grant (STBG) funds by the North Front Range MPO (NFRMPO) towards the 83rd Avenue Improvements project. This funding consists of designing and constructing the transportation infrastructure improvements on 83rd Avenue between 12th Street to just north of 10th Street (BUS US HWY 34).

Staff request City Council authorize the City to enter into IGA OLA#: 331003643.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

Positive Impact: One-time CDOT STBG grant funding of \$3,884,089, with a City of Greeley match of \$807,406.

Is it budgeted? Yes

Does it require a new appropriation? No

If yes, what source and fund will be used? Fund 334 Transportation Development

Are there any long-term financial impacts? No Is there grant funding for this item? Yes

Does this action have potential long-term fiscal implications? No

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None

Strategic Focus Area:

Infrastructure and Mobility

Quality of Life

Decision Options:

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action:

A motion to adopt the resolution.

Attachments:

1. Resolution No. 28, 2025
2. Exhibit A

**THE CITY OF GREELEY, COLORADO
RESOLUTION No. 28, 2025**

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT
WITH THE COLORADO DEPARTMENT OF TRANSPORTATION
FOR THE 83RD AVENUE IMPROVEMENTS**

WHEREAS, in accordance with CRS §29-1-203, governments may cooperate or contract with one another to provide a function, service, or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, the City desires to enter into an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) to complete the 83rd Avenue Improvements (the “Project”) to avail of the “pass through” federal funding; and

WHEREAS, the Project, overseen by CDOT, consists of designing and constructing the transportation infrastructure improvements on 83rd Avenue between 12th Street to just north of 10th Street (BUS US HWY 34); and

WHEREAS, the Project is federally funded in the amount of \$3,884,089 and matched by City funds in the amount of \$807,406 for a total of \$4,691,495; and

WHEREAS, the City is adequately staffed and suitably equipped to undertake and satisfactorily complete the City’s work on the Project; and

WHEREAS, it is in the best interest of the citizens of the City to enter into this IGA; and

WHEREAS, in accordance with Section 2-186 of the City of Greeley Municipal Code, the City Council must approve an IGA involving the expenditure of more than \$100,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. The City Council hereby authorizes the City to enter into IGA OLA#: 331003643, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. City staff is hereby authorized to make changes and modifications to the IGA, so long as the substance of the IGA remains unchanged.

Section 3. This Resolution shall become effective immediately upon its passage, as provided by the Greeley City Charter.

PASSED, AND ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2025.
ATTEST: THE CITY OF GREELEY, COLORADO

By: _____ By: _____
City Clerk Mayor

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency Department of Transportation			Agreement Routing Number 25-HA4-XC-00068
Local Agency CITY OF GREELEY			Agreement Effective Date The later of the effective date or May 23, 2025
Agreement Description 83rd Ave. Improvements			Agreement Expiration Date May 22, 2035
Project # STU M570-063 (24380)	Region # 4	Contract Writer TCH	Agreement Maximum Amount \$4,691,495.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY CITY OF GREELEY By: _____ *Signature Name: <u>Raymond C. Lee III</u> Title: <u>City Manager</u> Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Keith Stefanik, P.E., Chief Engineer Date: _____
ADDITIONAL LOCAL AGENCY SIGNATURES CITY OF GREELEY By: _____ *Signature Name: <u>Tyra Litzau</u> Title: <u>Director of Finance</u> Date: _____ By: _____ *Signature Name: <u>Caroline Schmiedt</u> Title: <u>Assistant City Attorney</u> Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General _____ Assistant Attorney General _____ By: (Print Name and Title) Date: _____
In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____	

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1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, or the expiration of “Special Funding” if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on May 22, 2035 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

Pursuant to Title VI of the Social Security Act, Section 602 of the “Coronavirus State and Local Fiscal Recovery Funds”, a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT’s Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Agreement**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. “**Agreement Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. “**ARPA**” means American Rescue Plan Act, funded by the US Department of the Treasury (“USDT”). See “SLFRF” below.
- D. “**Award**” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. “**Budget**” means the budget for the Work described in **Exhibit C**.
- F. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..
- G. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. “**Consultant**” means a professional engineer or designer hired by Local Agency to design the Work Product.
- J. “**Contractor**” means the general construction contractor hired by Local Agency to construct the Work.

- K. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- L. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- M. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- N. **“Exhibits”** means the following exhibits attached to this Agreement:
- i. **Exhibit A**, Scope of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)
 - xiv. **Exhibit N**, Federal Treasury Provisions
 - xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
 - xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
 - xvii. **Exhibit Q**, SLFRF Reporting Modification Form
 - xviii. **Exhibit R**, Applicable Federal Awards
 - xix. **Exhibit S**, PII Certification
 - xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source
- O. **“Expiration Date”** means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.
- P. **“Extension Term”** means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.
- Q. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- R. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.
- S. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- T. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- V. **“Initial Term”** means the time period defined in §2.B.
- W. **“Local Funds”** means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.
- X. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- Y. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- Z. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- AA. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- BB. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- CC. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- DD. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- EE. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- FF. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.
- GG. **“SLFRF”** means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.
- HH. **“Special Funding”** means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.
- II. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- JJ. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- KK. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- LL. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.

- MM. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- NN. **“Sub-Award”** means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- OO. **“Subcontractor”** means third parties, if any, engaged by Local Agency to aid in performance of the Work.
- PP. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- QQ. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.
- RR. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- SS. **“USDT”** The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.
- TT. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- UU. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
 - b. Prepare final design in accordance 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 the State.
 - c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
 - 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 as produced by a Colorado registered professional engineer.
 - f. Provide final assembly of Plans and all other necessary documents.
 - g. Ensure the Plans are accurate and complete.
 - h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.
- ii. Local Agency Work
- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
 - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

- (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
- (c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct 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.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.

- (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
 - 1) Right of way acquisition (3111) for federal participation and non-participation;
 - 2) Relocation activities, if applicable (3109);
 - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

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

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in §7.F.vi.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.
- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A.**).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A.** and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and §7. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed.** Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

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

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency 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. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award 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 this Award 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 Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency 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 actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, 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 (1) 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. Protected Information (this insurance requirement only applies if the Subcontractor has or will have access to State Confidential Information)

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance (this insurance requirement only applies if the Subcontractor is providing professional services including but not limited to engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service)

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protected consumer data protection law,

confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and

may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §13.B, shall have all of the remedies listed in this §14.A. in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency'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 as if this Agreement had been terminated in the public interest under §2.C.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

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

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Armando Ochoa, E/PST II Local Agency Coordinator
CDOT Region 4
10601 10th Street
Greeley, CO 80634
970-652-1668
armando.ochoa@state.co.us

For the Local Agency

City of Greeley
Bhooshan Karnik, PE, PMP Deputy Director/Chief Engineer
2835 10th Street
Greeley, CO 80631
970-573-0331
bhooshan.karnik@greeleygov.com

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from,

or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; 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. The following applies through June 30, 2022: 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.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

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

I. Jurisdiction and Venue

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

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the other sections of the main body of this Agreement.
- ii. **Exhibit N**, Federal Treasury Provisions.
- iii. **Exhibit F**, Certification for Federal-Aid Contracts.
- iv. **Exhibit G**, Disadvantaged Business Enterprise.
- v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
- vi. **Exhibit J**, Additional Federal Requirements.
- vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
- viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
- ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
- x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
- xi. **Exhibit R**, Applicable Federal Awards.
- xii. Colorado Special Provisions in the main body of this Agreement.
- xiii. **Exhibit A**, Scope of Work.
- xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
- xv. **Exhibit B**, Sample Option Letter.
- xvi. **Exhibit C**, Funding Provisions.
- xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
- xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
- xix. **Exhibit D**, Local Agency Resolution.
- xx. **Exhibit E**, Local Agency Contract Administration Checklist.
- xxi. **Exhibit S**, PII Certification.
- xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
- xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

- i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.
- iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

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

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

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

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the Parties to indemnify or hold Contractor harmless; requires the Parties to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy

available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F, Exhibit I, Exhibit J, Exhibit K, Exhibit M, Exhibit N and Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G and Exhibit E**, Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

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EXHIBIT A
SCOPE OF WORK

Name of Project: 83rd Ave.Improvements
Project Number: STU M570-063
SubAccount #: 24380

The Colorado Department of Transportation (“CDOT”) will oversee the City of Greeley when the City of Greeley designs the 83rd Avenue Improvements (hereinafter referred to as “this work”). CDOT and the City of Greeley believe it will be beneficial to perform this work to improve the traffic flow and pedestrian safety at 83rd Ave.

The design will be completed in accordance with AASHTO design standards, the Americans with Disabilities Act, and all applicable state, federal and local rules and regulations. The design phase of the work will identify more exact requirements, qualities, and attributes for this work (hereinafter referred to as “the exact work”). The exact work shall be used to complete the construction phase of the project. The construction phase of the contract is anticipated to begin in 2026.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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EXHIBIT B

SAMPLE IGA OPTION LETTER

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

Vendor Name:

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

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

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

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

Option A

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

Option B

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

Option C

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

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

Option D

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

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

STATE OF COLORADO
Jared S. Polis
Department of Transportation

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

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

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

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

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT C - FUNDING PROVISIONS**City of Greeley - STU M570-063 (24380)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$4,691,495.00, which is to be funded as follows:

1. FUNDING

a.	Federal Funds (82.79% of STBG Award)	\$3,884,089.00
b.	Local Agency Funds (17.21% of STBG Award)	\$807,406.00

TOTAL FUNDS ALL SOURCES	\$4,691,495.00
--------------------------------	-----------------------

2. OMB UNIFORM GUIDANCE

a.	Federal Award	
	Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	VJG3QJJKZ1X6
d.	Assistance Listing #	
	Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	\$0.00
h.	Amount of Federal Funds	
	Obligated to Date (including this Action):	\$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	\$3,884,089.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	82.79%	\$3,884,089.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	17.21%	\$807,406.00

TOTAL PROJECT ESTIMATED FUNDING	100.00%	\$4,691,495.00
--	----------------	-----------------------

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	\$4,691,495.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	\$4,691,495.00
---	-----------------------

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

Design 3020		
WBS Element 24380.10.30	Performance Period Start*/End Date	\$0.00
	TBD-TBD	

* The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 82.79% federal funds to 17.21% Local Agency funds, and this ratio applies only to the \$4,691,495.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$4,691,495.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$4,691,495.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1. This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$3,884,089.00. For CDOT accounting purposes, the federal funds of \$3,884,089.00 and the Local Agency funds of \$807,406.00 will be encumbered for a total encumbrance of \$4,691,495.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is \$4,691,495.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the

Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

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EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Exhibit E
Colorado Department of Transportation
Local Agency Contract Administration Checklist

Project Number	STIP Number	Project Code	Region
STU M570-063	SNF5788	24380	4
Project Location			Date
City of Greeley			8/30/2024
Project Description			
83rd Avenue Roadway Improvements			
Local Agency		Local Agency Project Manager	
City of Greeley		Bhooshan Karnik	
CDOT Resident Engineer		CDOT Project Manager	
Bryce Reeves		Armando Ochoa	

Instructions:

This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (No.) correspond to the applicable chapters of the CDOT Local Agency Manual (formerly referred to as the Local Agency Desk Reference). Local Agency Web Resource (LAWR) numbers correspond to the applicable flowchart in the Local Agency Web Resource.

The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. It is preferred that only one responsible party be selected, however a number of items may have both parties selected based on judgement. When neither CDOT nor the Local Agency is responsible for a task, not applicable (N/A) shall be marked. In addition, # will be marked to denote that CDOT must concur or approve.

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

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:

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

Acronyms:

Colorado Department of Transportation - CDOT

Disadvantaged Business Enterprise - DBE

Colorado Department of Transportation - CDOT

Disadvantaged Business Enterprise - DBE

Equal Employment Opportunity - EEO

Federal Highway Administration - FHWA

Field Inspection Review - FIR

Final Office Review - FOR

Hot Mix Asphalt - HMA

Independent Assurance Testing - IAT

Intergovernmental Agreement - IGA

Local Agency - LA

Local Agency Web Resource - LAWR

Not Applicable - N/A

Number - No.

On-The-Job - OJT

Plans, Specifications, and Estimate - PS&E

Professional Engineer - PE

Right-of-Way - ROW

Statewide Transportation Improvement Program - STIP

Transportation Improvement Program - TIP

TIP / STIP Long-Range Plans

LAWR	No.	Description of Task
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto

Responsible Party

LA	CDOT
☐	☒

Subrecipient Monitoring

LAWR	No.	Description of Task
	3.1	Preparation of Subrecipient Monitoring Compliance Documents - Subrecipient Determination Tool - Subrecipient Risk Assessment - Subrecipient Notification Letter - Subrecipient Project Update Report (Formerly "Performance Report to CDOT") - CDOT Monitoring Report of Subrecipients (If applicable)

Responsible Party

LA	CDOT
☐	☒
☒	☒
☐	☒
☒	☐
☐	☒

Federal Funding Obligation and Authorization

LAWR	No.	Description of Task
	4.1	Authorize funding by phases (Requires FHWA Concurrence if Federal-aid Highway funded project.). Please check N/A, if Not applicable.

Responsible Party

LA	CDOT
☐	☒

Project Development

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

Responsible Party

LA	CDOT
☒	☒
☒	☐
☐	☒
☒	☐
☒	☐
☒	☐
☒	☐

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

Project Development Civil Rights and Labor Compliance

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office)	☐	☒
	6.2	Determine Applicability of Davis-Bacon Act	☐	☒
		This project ☐ is ☒ 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

Date

Bryce Reeves

8/30/2024

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) “NA”, if Not Applicable	☐	☒
	6.4	Enforce Prompt Payment Requirements	☒	☒
	6.5	Use Electronic Tracking and Submission Systems B2Gnow ☒ LCPTTracker ☒	☐	☐
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	☒	☐
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training Special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	☒	☒

Advertise, Bid and Award of Construction Projects

			Responsible Party	
Federal Project (use 7.1 series in Chapter 7)			☒	
Non-Federal Project (Use 7.2 series in Chapter 7)			☐	
LAWR	No.	Description of Task	LA	CDOT
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks	☒	☐
7		Advertise for Bids	☒	☐
7		Concurrence to Advertise	☐	☒
7		Distribute “Advertisement Set” of Plans and Specifications	☒	☐
7		Review Worksite & Plan Details w/ Prospective Bidders While Project is Under Advertisement	☒	☐
7		Open Bids	☒	☐
7		Process Bids for Compliance		
		Check CDOT Form 1415 - Commitment Confirmation when the Low bidder meets DBE goals. (“N/A” if Not Applicable)	☐	☒
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. (“N/A” if Not Applicable)	☐	☒
		Submit required documentation for CDOT award concurrence	☒	☐
		Concurrence from CDOT to Award	☐	☒
		Approve Rejection of Low Bidder	☐	☒
7,8		Award Contract (Federal)	☒	☐
8		Provide “Award” and “Record” Sets of Plans and Specifications (Federal)	☒	☐

Construction Management

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
8		Intro File Project Construction Records/Documentation in PW or as Directed	☒	☐
8	8.1	Issue Notice to Proceed to the Contractor	☒	☐
8	8.2	Project Safety	☒	☐
8	8.3	Conduct Conferences		
		• Preconstruction Conference (Appendix B)	☒	☐
		○ Fabrication Inspection Notifications	☒	☐
		• Pre-Survey	☒	☐
		○ Construction Staking	☒	☐
		○ Monumentation	☒	☐
		• Partnering (Optional)	☒	☐
		• Structural Concrete Pre-Pour (Agenda is in the CDOT Construction Manual)	☒	☐
		• Concrete Pavement Pre-Paving (Agenda is in the CDOT Construction Manual)	☒	☐
		• HMA Pre-Paving (Agenda is in the CDOT Construction Manual)	☒	☐
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	☒	☐
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be “in responsible charge of construction supervision”	☒	☐
Local Agency Professional Engineer or CDOT Resident Engineer			Phone Number	
Bhooshan Karnik			(970)573-0331	
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	☒	☐
		Construction inspection and documentation (including Projects with structures)	☒	☐
		Fabrication Inspection and Documentation	☒	☐
9	8.6	Review and Approve Shop Drawings	☒	☐
9	8.7	Perform Traffic Control Inspections	☒	☐
9	8.8	Perform Construction Surveying	☒	☐
9	8.9	Monument Right-of-Way	☒	☐

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task.	☒	☐
		Local Agency Representative Bhooshan Karnik	Phone Number (970) 573-0331	
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	☒	☐
9B	8.12	Prepare and Authorize Change Orders	☒	☐ #
9B	8.13	Submit Change Order Package to CDOT	☒	☐
9A	8.14	Prepare Local Agency Reimbursement Requests	☒	☐
9	8.15	Monitor Project Financial Status	☒	☒
9	8.16	Prepare and Submit Monthly Progress Reports	☒	☐
9	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 Bryce Reeves	Phone Number (970) 350-2211	
9	8.19	Ongoing Oversight of DBE Participation	☒	☐

Materials

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
9,9C	9.1	Discuss Materials at Pre-Construction Meeting	☒	☐
		Buy America documentation required prior to Installation of steel	☒	☐
		Buy America, Build America documentation required prior to installation of materials	☒	☐

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

Construction Civil Rights and Labor Compliance

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	☒	☐

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 - Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	☒	☐
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	☒	☐
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements.	☒	☒
9	10.5	Conduct Interviews when Project Utilizes On-the-Job Trainees. - Complete CDOT Form 1337 - Contractor Commitment to Meet OJT Requirements. - Complete CDOT Form 838 - OJT Trainee / Apprentice Record. - Complete CDOT Form 200 - OJT Training Questionnaire.	☒	☐
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training requirements)	☒	☐
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	☒	☐
	10.8	Contract Compliance and Project Site Reviews	☐	☒

Finals

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

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

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

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

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISES

SECTION 1. Policy

It is the policy of the Colorado Department of Transportation (CDOT) that Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Accordingly, CDOT's federally approved DBE Program Plan shall apply to this agreement.

SECTION 2. Subrecipient and Participant Obligation.

The Local Agency and its subrecipients agrees to ensure that DBEs certified through the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

All participants on contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement shall take all necessary and reasonable steps in accordance with the CDOT's federally approved DBE Program Plan to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Local Agency subrecipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT and federally assisted contracts.

SECTION 3. DBE Program.

The Local Agency subrecipient shall be responsible for complying with CDOT's FHWA-approved DBE Program Plan.

Local Agency requirements can be found at:

<https://www.codot.gov/business/civilrights>

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant 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 consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and 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 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 Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 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 Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If

the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall 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 consultants 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 Work,
- 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 consultant'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 consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 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 to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency 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. Prior to thereceipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance

in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45

C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973.

The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to

completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will 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 C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement 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 procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA 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.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the 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 State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, 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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders

Subject to

The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. “Award” means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1.** Grants;
- 1.1.2.** Contracts;
- 1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4.** Loans;
- 1.1.5.** Loan Guarantees;
- 1.1.6.** Subsidies;
- 1.1.7.** Insurance;
- 1.1.8.** Food commodities;
- 1.1.9.** Direct appropriations;
- 1.1.10.** Assessed and voluntary contributions; and
- 1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

- 1.1.12.** Technical assistance, which provides services in lieu of money;
- 1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14.** Any award classified for security purposes; or
- 1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. “Contract” means the contract to which these Supplemental

Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

- 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;
 - 1.5.3. A domestic or foreign non-profit organization;
 - 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non- Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient

parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

- 1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **"Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17. **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental

Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1 Subrecipient DUNS Number;
 - 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 7.1.3 Subrecipient Parent DUNS Number;
 - 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
 - 7.2.1 Subrecipient's DUNS Number as registered in SAM.
 - 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zipcode + 4, and

Congressional District.

8. Exemptions.

- 8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangements as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT		Date:	
Name of Entity (Subrecipient):			
Name of Project / Program:			
Estimated Award Period:			
Entity Executive Director or VP:			
Entity Chief Financial Officer:			
Entity Representative for this Self Assessment:			
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.		Yes	No
		N/A	
EXPERIENCE ASSESSMENT		Yes	No
		N/A	
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐
2	Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>	☐	☐
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐
MONITORING/AUDIT ASSESSMENT		Yes	No
		N/A	
4	Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?	☐	☐
5 a)	Were there non-compliance issues in this prior review?	☐	☐
5 b)	What were the number and extent of issues in prior review?	☐ 1 to 2	☐ >3
OPERATION ASSESSMENT		Yes	No
		N/A	
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>	☐	☐
FINANCIAL ASSESSMENT		Yes	No
		N/A	
7 a)	Does your entity have an indirect cost rate that is approved and current?	☐	☐
7 b)	If Yes, who approved the rate, and what date was it approved?		
8	Is this grant/award 10% or more of your entity's overall funding?	☐ >10%	☐ <10%
9	Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.	☐	☐
10	Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?		

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥ 6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	☐	☐	☐

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	☐	☐	☐
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	☐	☐	☐
Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.			
☐ By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.  <i>Tool Version:</i> v2.0 (081816)			

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

Subject to

**The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”),
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

- 1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
 - 1.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
 - 1.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
 - 1.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 1.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
 - 1.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
 - 1.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
 - 1.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.

- 1.9. **“Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
- 1.10. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.11. **“Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
2. **Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **Procurement Standards.**
- 3.1 **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,
§§200.318 through 200.326 thereof.
- 3.2 **Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
5. **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient’s fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the

provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be

required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 7. Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

- 8. Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

- 9. Performance Measurement.** The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N

Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information in Sam.gov at least annually.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:

- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served

- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage

- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously

lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs
- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient Unique Entity ID;
 - 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
 - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
 - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
 - 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over \$10 million:
 - 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less

than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

- 8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
 - 8.1.3.8.2. Whether the project prioritizes local hires.
 - 8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Contract with the Enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
- 11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
 - b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
16. Protections for Whistleblowers.
- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;

- iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:
<https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q
SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:		Agreement No:	
Project Title:		Project No:	
Project Duration: To:		From:	
State Agency:	CDOT		

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Local Agency

Date

CDOT Program Manager

Date

Exhibit R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

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

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

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT T

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓

EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓
EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓



Council Agenda Summary

Item: 14.

July 15, 2025

Key Staff Contact: Paul Trombino, Managing Director

Title:

Resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation (CDOT) for the 10th Street Multimodal Improvements

Summary:

The City of Greeley had submitted a Congressionally Directed Spending (CDS) request for traffic safety improvements along 10th Street (BUS US HWY 34) between 83rd Avenue and 47th Avenue. The proposed activities include traffic-calming improvements, pedestrian crossing improvements and lighting improvements. The City was approved for a \$1,050,000 grant with a \$218,270 local match for a total of \$1,268,270. The work will be performed under a pass-through agreement with the Colorado Department of Transportation (CDOT).

Staff request the City Council authorize the City to enter into IGA OLA#: 331003656.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

Positive Impact: One-time CDS grant funding of \$1,050,000, with a City of Greeley match of \$218,270.

Is it budgeted? Yes

Does it require a new appropriation? No

If yes, what source and fund will be used? Fund 334 Transportation Development

Are there any long-term financial impacts? No

Is there grant funding for this item? Yes.

Does this action have potential long-term fiscal implications? No

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None

Strategic Focus Area:

Infrastructure and Mobility

Quality of Life

Decision Options:

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 29, 2025
2. Exhibit A

**THE CITY OF GREELEY, COLORADO
RESOLUTION NO. 29, 2025**

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT
WITH THE COLORADO DEPARTMENT OF TRANSPORTATION
FOR THE 10th STREET MULTIMODAL IMPROVEMENTS**

WHEREAS, in accordance with CRS §29-1-203, governments may cooperate or contract with one another to provide a function, service, or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, the City desires to enter into an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) to complete the 10th Street Multimodal Improvements (the “Project”) to avail of the “pass through” federal funding; and

WHEREAS, the Project, overseen by CDOT, consists of designing and constructing the transportation infrastructure and safety improvements on 10th Street (BUS US HWY 34) between 83rd Ave to 47th Ave; and

WHEREAS, the Project is federally funded through Congressional Directed Spending in the amount of \$1,050,000 and matched by City funds in the amount of \$218,270 for a total of \$1,268,270; and

WHEREAS, the City is adequately staffed and suitably equipped to undertake and satisfactorily complete the City’s work on the Project; and

WHEREAS, it is in the best interest of the citizens of the City to enter into this IGA; and

WHEREAS, in accordance with Section 2-186 of the City of Greeley Municipal Code, the City Council must approve an IGA involving the expenditure of more than \$100,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. The City Council hereby authorizes the City to enter into IGA OLA#: 331003656, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. City staff is hereby authorized to make changes and modifications to the IGA, so long as the substance of the IGA remains unchanged.

Section 3. This Resolution shall become effective immediately upon its passage, as provided by the Greeley City Charter.

PASSED, AND ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2025.
ATTEST: THE CITY OF GREELEY, COLORADO

By: _____ By: _____
City Clerk Mayor

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency Department of Transportation			Agreement Routing Number 25-HA4-XC-00079
Local Agency CITY OF GREELEY			Agreement Effective Date The later of the effective date or June 27, 2025
Agreement Description 10th St. Multimodal Improvements			Agreement Expiration Date June 26, 2035
Project # CRP M570-074 (26597)	Region # 4	Contract Writer TCH	Agreement Maximum Amount \$1,268,270.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY CITY OF GREELEY APPROVED AS TO SUBSTANCE: <u>Raymond C. Lee III, City Manager</u> Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director <u>Keith Stefanik, P.E., Chief Engineer</u> Date: _____
ADDITIONAL LOCAL AGENCY SIGNATURES CITY OF GREELEY REVIEWED FOR AVAILABILITY OF FUNDS: <u>Tyra Litzau, Director of Finance</u> Date: _____ APPROVED AS TO LEGAL FORM: <u>Caroline Schmiedt, Assistant City Attorney</u> Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General <u>Assistant Attorney General</u> By: (Print Name and Title) Date: _____
In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____	

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1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, or the expiration of “Special Funding” if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on June 26, 2035 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

Pursuant to Title VI of the Social Security Act, Section 602 of the “Coronavirus State and Local Fiscal Recovery Funds”, a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT’s Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Agreement**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. “**Agreement Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. “**ARPA**” means American Rescue Plan Act, funded by the US Department of the Treasury (“USDT”). See “SLFRF” below.
- D. “**Award**” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. “**Budget**” means the budget for the Work described in **Exhibit C**.
- F. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..
- G. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. “**Consultant**” means a professional engineer or designer hired by Local Agency to design the Work Product.
- J. “**Contractor**” means the general construction contractor hired by Local Agency to construct the Work.

- K. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- L. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- M. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- N. **“Exhibits”** means the following exhibits attached to this Agreement:
- i. **Exhibit A**, Scope of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)
 - xiv. **Exhibit N**, Federal Treasury Provisions
 - xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
 - xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
 - xvii. **Exhibit Q**, SLFRF Reporting Modification Form
 - xviii. **Exhibit R**, Applicable Federal Awards
 - xix. **Exhibit S**, PII Certification
 - xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source
- O. **“Expiration Date”** means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.
- P. **“Extension Term”** means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.
- Q. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- R. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.
- S. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- T. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- V. **“Initial Term”** means the time period defined in §2.B.
- W. **“Local Funds”** means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.
- X. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- Y. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- Z. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- AA. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- BB. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- CC. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- DD. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- EE. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- FF. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.
- GG. **“SLFRF”** means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.
- HH. **“Special Funding”** means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.
- II. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- JJ. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- KK. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- LL. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.

- MM. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- NN. “**Sub-Award**” means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- OO. “**Subcontractor**” means third parties, if any, engaged by Local Agency to aid in performance of the Work.
- PP. “**Subrecipient**” means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- QQ. “**Tax Information**” means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.
- RR. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- SS. “**USDT**” The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.
- TT. “**Work**” means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- UU. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
 - b. Prepare final design in accordance 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 the State.
 - c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
 - 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 as produced by a Colorado registered professional engineer.
 - f. Provide final assembly of Plans and all other necessary documents.
 - g. Ensure the Plans are accurate and complete.
 - h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.
- ii. Local Agency Work
- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
 - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

- (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
- (c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct 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.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.

- (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
 - 1) Right of way acquisition (3111) for federal participation and non-participation;
 - 2) Relocation activities, if applicable (3109);
 - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

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

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in §7.F.vi.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.
- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A.**).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A.** and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and §7. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed.** Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

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

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency 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. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award 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 this Award 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 Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency 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 actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, 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 (1) 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. Protected Information (this insurance requirement only applies if the Subcontractor has or will have access to State Confidential Information)

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance (this insurance requirement only applies if the Subcontractor is providing professional services including but not limited to engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service)

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protected consumer data protection law,

confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and

may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B**, shall have all of the remedies listed in this **§14.A**, in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency'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 as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

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

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Armando Ochoa, E/PST II
CDOT Region 4
10601 10th Street
Greeley, CO 80634
970-652-1668
armando.ochoa@state.co.us

For the Local Agency

City of Greeley
Bhooshan Karnik, Deputy Director/Chief Engineer
2835 10th Street
Greeley, CO 80631
970-573-0331
bhooshan.karnik@greeleygov.com

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from,

or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; 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. The following applies through June 30, 2022: 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.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

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

I. Jurisdiction and Venue

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

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the other sections of the main body of this Agreement.
- ii. **Exhibit N**, Federal Treasury Provisions.
- iii. **Exhibit F**, Certification for Federal-Aid Contracts.
- iv. **Exhibit G**, Disadvantaged Business Enterprise.
- v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
- vi. **Exhibit J**, Additional Federal Requirements.
- vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
- viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
- ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
- x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
- xi. **Exhibit R**, Applicable Federal Awards.
- xii. Colorado Special Provisions in the main body of this Agreement.
- xiii. **Exhibit A**, Scope of Work.
- xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
- xv. **Exhibit B**, Sample Option Letter.
- xvi. **Exhibit C**, Funding Provisions.
- xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
- xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
- xix. **Exhibit D**, Local Agency Resolution.
- xx. **Exhibit E**, Local Agency Contract Administration Checklist.
- xxi. **Exhibit S**, PII Certification.
- xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
- xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

- i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.
- iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

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

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

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

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the Parties to indemnify or hold Contractor harmless; requires the Parties to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy

available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F, Exhibit I, Exhibit J, Exhibit K, Exhibit M, Exhibit N and Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E**, Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

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EXHIBIT A

SCOPE OF WORK

Name of Project: 10th St. Multimodal Improvements
Project Number: CRP M570-074
SubAccount : 26597

The Colorado Department of Transportation (“CDOT”) will oversee the City of Greeley (“City”) when the City completes the 10th St. Multimodal Improvements Project (hereinafter referred to as “this work”). CDOT and the City believe it will be beneficial to perform this work because be a benefit to pedestrian safety and traffic flow. The City has completed the necessary preliminary studies to implement this proposal. All work will conform to the MUTCD.

The 10th Street Corridor (U.S. Highway 34 Business) in Greeley from 83rd Ave to 47th Ave is a 3-mile section of 4-lane street. The proposed activities include traffic calming improvements, pedestrian crossing improvements and lighting improvements. This corridor is regionally significant carrying 23,000 to 30,000 vehicles per day and separating important residential and commercial sites on each side. The design phase will identify more exact requirements, qualities, and attributes for this work (hereinafter referred to as “the exact work”). The exact work shall be used to complete the construction phase of the project. The construction phase of the project is estimated to begin in federal fiscal year 2026 and shall finish as soon as reasonably possible.

This work will conform to the parameters articulated in the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, AASHTO “A Policy on Geometric Design of Highways and Streets”, AASHTO “Roadside Design Guide”, and the CDOT Project Development Manual, CDOT M&S Standards, CDOT Design Guide, CDOT Construction Manual, Manual on Uniform Traffic Control Devices, Highway Capacity Manual, along with all applicable State and Federal guidelines.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

EXHIBIT B

SAMPLE IGA OPTION LETTER

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

Vendor Name:

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

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

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

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

Option A

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

Option B

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

Option C

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

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

Option D

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

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

STATE OF COLORADO
Jared S. Polis
Department of Transportation

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

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

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

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

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT C - FUNDING PROVISIONS**City of Greeley - CRP M570-074 (26597)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$1,268,270.00, which is to be funded as follows:

1. FUNDING

a. Federal Funds EAR (82.79% of CRP Award)	\$1,050,000.00
b. Local Agency Funds (17.21% of CRP Award)	\$218,270.00

TOTAL FUNDS ALL SOURCES	\$1,268,270.00
--------------------------------	-----------------------

2. OMB UNIFORM GUIDANCE

a. Federal Award	
Identification Number (FAIN):	TBD
b. Name of Federal Awarding Agency:	FHWA
c. Local Agency Unique Entity Identifier	VJG3QJJKZ1X6
d. Assistance Listing #	
Highway Planning and Construction	ALN 20.205
e. Is the Award for R&D?	No
f. Indirect Cost Rate (if applicable)	N/A
g. Amount of Federal Funds Obligated by this Action:	\$0.00
h. Amount of Federal Funds	
Obligated to Date (including this Action):	\$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a. Federal Funds Budgeted	\$1,050,000.00
b. Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	82.79%	\$1,050,000.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	17.21%	\$218,270.00

TOTAL PROJECT ESTIMATED FUNDING	100.00%	\$1,268,270.00
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4. FOR CDOT ENCUMBRANCE PURPOSES

a. Total Encumbrance Amount (Federal funds + Local Agency funds)	\$1,268,270.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	\$1,268,270.00
---	-----------------------

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

Design 3020		
WBS Element 26597.10.30	Performance Period Start*/End Date	\$0.00
	TBD-TBD	

* The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 82.79% federal funds to 17.21% Local Agency funds, and this ratio applies only to the \$1,268,270.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$1,268,270.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$1,268,270.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1. This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$1,050,000.00. For CDOT accounting purposes, the federal funds of \$1,050,000.00 and the Local Agency funds of \$218,270.00 will be encumbered for a total encumbrance of \$1,268,270.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is \$1,268,270.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the

Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

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EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Exhibit E-**Local Agency Contract Administration Checklist**

COLORADO DEPARTMENT OF TRANSPORTATION			
LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. CRP M570-074	STIP No. SNF7000	Project Code 26597	Region 4
Project Location City of Greeley			Date 6-25-2025
Project Description 10th St. Multimodal Enhancements			
Local Agency City of Greeley	Local Agency Project Manager Bhooshan Karnik		
CDOT Resident Engineer Bryce Reeves	CDOT Project Manager Armando Ochoa		
INSTRUCTIONS: This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the <i>CDOT Local Agency Desk Reference (Local Agency Manual)</i>. LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource. The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve. Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT. The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist. Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.			

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		TIP / STIP AND LONG-RANGE PLANS		
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		x
		FEDERAL FUNDING OBLIGATION AND AUTHORIZATION		
	4.1	Authorize funding by phases (Requires FHWA concurrence/involvement if Federal-aid Highway funded project.). <i>Please write in "NA", if Not Applicable.</i>		x
		PROJECT DEVELOPMENT		
1	5.1	Prepare Design Data - CDOT Form 463	x	#
	5.2	Determine Delivery Method	x	#
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		x
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement - Project Development - Construction Contract Administration (including Fabrication Inspection Services)	x x	# #
3,3A	5.5	Conduct Design Scoping Review Meeting	x	#
3,6	5.6	Conduct Public Involvement (If applicable)	x	#

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	X	#
4	5.8	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	#
3	5.10	Obtain Utility and Railroad Agreements	X	#
3	5.11	Conduct Final Office Review (FOR)	X	#
3A	5.12	Justify Force Account Work by the Local Agency	X	#
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	#
3	5.14	Document Design Exceptions - CDOT Form 464	X	#
	5.15	Seek Permission for use of Guaranty and Warranty Clauses	X	#
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	#
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	X	#
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	X	#
	5.21	Ensure Authorization of Funds for Construction	#	X
	5.22	Use Electronic Signatures	X	X
	5.23	File Project Development Records/Documentation in ProjectWise	#	X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE				
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office).		X
	6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☒ 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.) Bryce Reeves 6/25/2025 _____ CDOT Resident Engineer Date		X
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) "NA", if Not Applicable		X
	6.4	Enforce Prompt Payment Requirements	X	#
	6.5	Use Electronic Tracking and Submission Systems – B2GNow ☒ LCPtracker ☒	X	#
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	X	#
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	X	#
ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS				
Federal Project (use 7.1 series in Chapter 7) ☒ Non-Federal Project (Use 7.2 series in Chapter 7) ☐				
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks;	X	#
7		Advertise for Bids	X	#
7		Concurrence to Advertise	#	X
7		Distribute "Advertisement Set" of Plans and Specifications	X	#
7		Review Worksite & Plan Details w/ Prospective Bidders While Project Is Under Ad	X	
7		Open Bids	X	
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. (Please write in "NA", if Not Applicable)		X
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. "NA", if Not Applicable.		X
		Submit required documentation for CDOT award concurrence	X	
		Concurrence from CDOT to Award		X
		Approve Rejection of Low Bidder		X
7,8		Award Contract (federal)	X	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
8		Provide "Award" and "Record" Sets of Plans and Specifications (federal)	x	
		CONSTRUCTION MANAGEMENT		
8	Intro	File Project Construction Records/Documentation in ProjectWise or as directed	x	
8	8.1	Issue Notice to Proceed to the Contractor	x	#
8	8.2	Project Safety	x	
8	8.3	Conduct Conferences:		
		Pre-construction Conference (Appendix B) • Fabrication Inspection Notifications	x x	#
		Pre-survey • Construction staking • Monumentation	x x	
		Partnering (Optional)	x	
		Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>) (If applicable)	x	
		Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>) (If applicable)	x	
		HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>) (If applicable)	x	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	x	
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Bhooshan Karnik 970-573-0331 _____ Local Agency Professional Engineer or CDOT Resident Engineer Phone number	x	
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	x	
		Construction inspection and documentation (including projects with structures)	x	#
		Fabrication Inspection and documentation (If applicable)	x	
9	8.6	Review and Approve Shop Drawings	x	
9	8.7	Perform Traffic Control Inspections	x	#
9	8.8	Perform Construction Surveying	x	
9	8.9	Monument Right-of-Way	x	#
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task. Bhooshan Karnik 970-573-0331 _____ Local Agency Representative Phone number	x	
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	x	
9B	8.12	Prepare and Authorize Change Orders	x	#
9B	8.13	Submit Change Order Package to CDOT	x	
9A	8.14	Prepare Local Agency Reimbursement Requests	x	
9	8.15	Monitor Project Financial Status	x	#
9	8.16	Prepare and Submit Monthly Progress Reports	x	
9	8.17	Resolve Contractor Claims and Disputes	x	#
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Bryce Reeves 970-350-2126 _____ CDOT Resident Engineer Phone number		x
9	8.19	Ongoing Oversight of DBE Participation	x	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		MATERIALS		
9,9C	9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	x	
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	x x	x
9C	9.3	Perform Project Acceptance Samples and Tests	x	
9C	9.4	Perform Laboratory Acceptance Tests	x	
9C	9.6	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	x x x x	
9C	9.6	Approve Sources of Materials	x	
9C	9.7	Independent Assurance Testing (IAT) Local Agency Procedures ☐ CDOT Procedures ☒ • Generate IAT schedule • Schedule and provide notification • Conduct IAT	x x	x
9C	9.8	Approve mix designs • Concrete • Hot mix asphalt	x x	# #
9C	9.9	Check Final Materials Documentation	x	#
9C	9.10	Complete and Distribute Final Materials Documentation	x	#
		CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE		
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	x	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 - Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	x	#
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	x	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	x	
9	10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. • Complete CDOT Form 1337 - Contractor Commitment to Meet OJT Requirements. • Complete CDOT Form 838 - OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire	x x x	
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training reqmts.)	x	#
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	x	
	10.8	Contract Compliance and Project Site Reviews		x
		FINALS		
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable		x
10	11.2	Write Final Project Acceptance Letter	x	
10	11.3	Advertise for Final Settlement	x	
11	11.4	Prepare and Distribute Final As-Constructed Plans	x	
11	11.5	Prepare EEO Certification and Collect EEO Forms	x	
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	x	#

LA WK	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	x	#
	11.8	Review CDOT Form 1419		x
	11.9	Submit CDOT Professional Services Closeout Report Form	x	
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)		x
11	11.11	Process Final Payment	x	#
	11.12	Close out Local Project	x	
	11.13	Complete and Submit CDOT Form 950 - Project Closure		x
11	11.14	Retain Project Records	x	
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	x	

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

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

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISES

SECTION 1. Policy

It is the policy of the Colorado Department of Transportation (CDOT) that Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Accordingly, CDOT's federally approved DBE Program Plan shall apply to this agreement.

SECTION 2. Subrecipient and Participant Obligation.

The Local Agency and its subrecipients agrees to ensure that DBEs certified through the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

All participants on contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement shall take all necessary and reasonable steps in accordance with the CDOT's federally approved DBE Program Plan to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Local Agency subrecipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT and federally assisted contracts.

SECTION 3. DBE Program.

The Local Agency subrecipient shall be responsible for complying with CDOT's FHWA-approved DBE Program Plan.

Local Agency requirements can be found at:

<https://www.codot.gov/business/civilrights>

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant 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 consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and 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 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 Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 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 Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If

the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall 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 consultants 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 Work,
- 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 consultant'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 consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 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 to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency 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. Prior to thereceipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance

in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45

C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973.

The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to

completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will 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 C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement 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 procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA 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.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the 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 State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, 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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders

Subject to

The Federal Funding Accountability and Transparency Act of 2006 (FFATA),

As Amended

Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

- 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1. Grants;
- 1.1.2. Contracts;
- 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4. Loans;
- 1.1.5. Loan Guarantees;
- 1.1.6. Subsidies;
- 1.1.7. Insurance;
- 1.1.8. Food commodities;
- 1.1.9. Direct appropriations;
- 1.1.10. Assessed and voluntary contributions; and
- 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

- 1.1.12. Technical assistance, which provides services in lieu of money;
- 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14. Any award classified for security purposes; or
- 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

- 1.2. **“Contract”** means the contract to which these Supplemental

Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

- 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;
 - 1.5.3. A domestic or foreign non-profit organization;
 - 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non- Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient

parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

- 1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **"Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17. **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental

Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1 Subrecipient DUNS Number;
 - 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 7.1.3 Subrecipient Parent DUNS Number;
 - 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
 - 7.2.1 Subrecipient's DUNS Number as registered in SAM.
 - 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zipcode + 4, and

Congressional District.

8. Exemptions.

- 8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangements as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

	CDOT SUBRECIPIENT RISK ASSESSMENT	Date:		
Name of Entity (Subrecipient):				
Name of Project / Program:				
Estimated Award Period:				
Entity Executive Director or VP:				
Entity Chief Financial Officer:				
Entity Representative for this Self Assessment:				
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.				
		Yes	No	N/A
EXPERIENCE ASSESSMENT				
		Yes	No	N/A
1 Is your entity new to operating or managing federal funds (has not done so within the past three years)?		☐	☐	
2 Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>		☐	☐	
3 Does your staff assigned to the program have at least three full years of experience with this federal program?		☐	☐	
MONITORING/AUDIT ASSESSMENT				
		Yes	No	N/A
4 Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?		☐	☐	☐
5 a) Were there non-compliance issues in this prior review?		☐	☐	☐
b) What were the number and extent of issues in prior review?		☐ 1 to 2	☐ >3	☐
OPERATION ASSESSMENT				
		Yes	No	N/A
6 Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>		☐	☐	
FINANCIAL ASSESSMENT				
		Yes	No	N/A
7 a) Does your entity have an indirect cost rate that is approved and current?		☐	☐	
b) If Yes, who approved the rate, and what date was it approved?				
8 Is this grant/award 10% or more of your entity's overall funding?		☐ >10%	☐ <10%	
9 Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.		☐	☐	☐
10 Has your entity had difficulty meeting local match requirements in the last three years?		☐	☐	☐
11 What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?				

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥ 6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	☐	☐	☐

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	☐	☐	☐
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	☐	☐	☐
Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.			
☐ By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.  Tool Version: v2.0 (081816)			

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

Subject to

**The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”),
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

- 1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
 - 1.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
 - 1.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
 - 1.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 1.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
 - 1.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
 - 1.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
 - 1.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.

- 1.9. **“Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
- 1.10. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.11. **“Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
2. **Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **Procurement Standards.**
- 3.1 **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,
§§200.318 through 200.326 thereof.
- 3.2 **Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
5. **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient’s fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the

provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be

required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 7. Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

- 8. Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

- 9. Performance Measurement.** The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N

Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information in Sam.gov at least annually.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:

- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served

- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage

- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously

lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs
- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient Unique Entity ID;
 - 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
 - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
 - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
 - 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over \$10 million:
 - 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less

than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

- 8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
 - 8.1.3.8.2. Whether the project prioritizes local hires.
 - 8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Contract with the Enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
- 11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
 - b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
16. Protections for Whistleblowers.
- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;

- iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:
<https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q
SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:		Agreement No:	
Project Title:		Project No:	
Project Duration: To:		From:	
State Agency:	CDOT		

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Local Agency

Date

CDOT Program Manager

Date

Exhibit R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

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

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

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT T

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓

EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓
EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓



Council Agenda Summary

Item: 15.

July 15, 2025

Key Staff Contact: Paul Trombino, Managing Director

Title:

Resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation (CDOT) for the Center Loading Mobility HUB on US 34 Bypass

Summary:

The City of Greeley submitted a grant application to the North Front Range MPO for the design and construction of the centerloading mobility hub on US HWY 34 BYPASS as part of the MERGE Project. There was also additional funding support offered by the Colorado Department of Transportation (CDOT) for the mobility hub. This work will be a benefit to pedestrian safety and traffic flow. The City has completed the necessary preliminary studies to implement this proposal.

This work will consist of a regional mobility hub station on US 34 between 35th Avenue and 47th Avenue as well as safe, bike, pedestrian, and micromobility friendly connections. The project will include a bike/pedestrian underpass between the north and south sides of US 34. The design phase of this work is scheduled to begin during federal fiscal year 2025. The work will be performed under a pass-through agreement with the Colorado Department of Transportation.

The Project is federally funded in the amount of \$1,593,727.00, state funded in the amount of \$14,231,780.00 and matched by City funds in the amount of \$1,300,054.00 for total of \$17,125,561.00. Staff request the City Council authorize the City to enter into IGA OLA #: 331003601.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget? Positive

Positive Impact: What is the onetime and/or ongoing amount? One time, \$17,125,561 (\$15,825,507 in grants and state funds, \$1,300,054 local match)

Is it budgeted? Yes

Does it require a new appropriation? No

Are there any long-term financial impacts? No

Is there grant funding for this item? Yes. (\$15,825,507 in Federal and State funding)

Does this action have potential long-term fiscal implications? No

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None

Strategic Focus Area:

Infrastructure and Mobility
Quality of Life

Decision Options:

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 30, 2025
2. Exhibit A

**THE CITY OF GREELEY, COLORADO
RESOLUTION NO. 30, 2025**

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT
WITH THE COLORADO DEPARTMENT OF TRANSPORTATION
FOR THE CENTER LOADING MOBILITY HUB ON US 34 BYPASS**

WHEREAS, in accordance with CRS §29-1-203, governments may cooperate or contract with one another to provide a function, service, or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, the City desires to enter into an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) to complete the Center Loading Mobility Hub on US 34 Bypass (the “Project”) to avail of the state and the “pass through” federal funding; and

WHEREAS, the Project, overseen by CDOT, consists of designing and constructing the center loading mobility hub on the US 34 Bypass as part of the 35th Ave/US 34 and 47th Ave/US 34 Interchange projects (MERGE Project); and

WHEREAS, the Project is federally funded in the amount of \$1,593,727.00, state funded in the amount of \$14,231,780.00 and matched by City funds in the amount of \$1,300,054.00 for total of \$17,125,561.00; and

WHEREAS, the City is adequately staffed and suitably equipped to undertake and satisfactorily complete the City’s work on the Project; and

WHEREAS, it is in the best interest of the citizens of the City to enter into this IGA; and

WHEREAS, in accordance with Section 2-186 of the City of Greeley Municipal Code, the City Council must approve an IGA involving the expenditure of more than \$100,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. The City Council hereby authorizes the City to enter into IGA OLA #: 331003601, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. City staff is hereby authorized to make changes and modifications to the IGA, so long as the substance of the IGA remains unchanged.

Section 3. This Resolution shall become effective immediately upon its passage, as provided by the Greeley City Charter.

PASSED, AND ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2025.

ATTEST: **THE CITY OF GREELEY, COLORADO**

By: _____ By: _____
City Clerk Mayor

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency Department of Transportation			Agreement Routing Number 25-HA4-XC-00043
Local Agency CITY OF GREELEY			Agreement Effective Date The later of the effective date or April 16, 2025
Agreement Description US34 Regional Mobility Hub			Agreement Expiration Date April 15, 2035
Project # MTF 0342-068 (25299)	Region # 4	Contract Writer TCH	Agreement Maximum Amount \$17,125,561.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY CITY OF GREELEY APPROVED AS TO SUBSTANCE: By: _____ Raymond C. Lee III, City Manager Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Keith Stefanik, P.E., Chief Engineer Date: _____
ADDITIONAL LOCAL AGENCY SIGNATURES CITY OF GREELEY REVIEWED FOR AVAILABILITY OF FUNDS: By: _____ Tyra Litzau, Director of Finance Date: _____ APPROVED AS TO LEGAL FORM: By: _____ Caroline Schmiedt, Assistant City Attorney Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General _____ Assistant Attorney General By: (Print Name and Title) Date: _____
In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____	

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1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, or the expiration of “Special Funding” if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on April 15, 2035 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

Pursuant to Title VI of the Social Security Act, Section 602 of the “Coronavirus State and Local Fiscal Recovery Funds”, a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT’s Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Agreement**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. “**Agreement Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. “**ARPA**” means American Rescue Plan Act, funded by the US Department of the Treasury (“USDT”). See “SLFRF” below.
- D. “**Award**” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. “**Budget**” means the budget for the Work described in **Exhibit C**.
- F. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..
- G. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. “**Consultant**” means a professional engineer or designer hired by Local Agency to design the Work Product.
- J. “**Contractor**” means the general construction contractor hired by Local Agency to construct the Work.

- K. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- L. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- M. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- N. **“Exhibits”** means the following exhibits attached to this Agreement:
- i. **Exhibit A**, Scope of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)
 - xiv. **Exhibit N**, Federal Treasury Provisions
 - xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
 - xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
 - xvii. **Exhibit Q**, SLFRF Reporting Modification Form
 - xviii. **Exhibit R**, Applicable Federal Awards
 - xix. **Exhibit S**, PII Certification
 - xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source
- O. **“Expiration Date”** means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.
- P. **“Extension Term”** means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.
- Q. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- R. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.
- S. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- T. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- V. **“Initial Term”** means the time period defined in §2.B.
- W. **“Local Funds”** means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.
- X. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- Y. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- Z. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- AA. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- BB. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- CC. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- DD. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- EE. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- FF. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.
- GG. **“SLFRF”** means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.
- HH. **“Special Funding”** means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.
- II. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- JJ. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- KK. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- LL. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.

- MM. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- NN. “**Sub-Award**” means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- OO. “**Subcontractor**” means third parties, if any, engaged by Local Agency to aid in performance of the Work.
- PP. “**Subrecipient**” means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- QQ. “**Tax Information**” means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.
- RR. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- SS. “**USDT**” The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.
- TT. “**Work**” means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- UU. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
 - b. Prepare final design in accordance 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 the State.
 - c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
 - 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 as produced by a Colorado registered professional engineer.
 - f. Provide final assembly of Plans and all other necessary documents.
 - g. Ensure the Plans are accurate and complete.
 - h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.
- ii. Local Agency Work
- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
 - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

- (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
- (c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct 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.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

- (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
 - 1) Right of way acquisition (3111) for federal participation and non-participation;
 - 2) Relocation activities, if applicable (3109);
 - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

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

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in §7.F.vi.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.
- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A.**).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A.** and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and §7. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed.** Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

- i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

- ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

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

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency 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. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award 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 this Award 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 Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency 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 actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, 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 (1) 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. Protected Information (this insurance requirement only applies if the Subcontractor has or will have access to State Confidential Information)

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance (this insurance requirement only applies if the Subcontractor is providing professional services including but not limited to engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service)

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protected consumer data protection law,

confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and

may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §13.B, shall have all of the remedies listed in this §14.A. in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency'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 as if this Agreement had been terminated in the public interest under §2.C.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

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

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Armando Ochoa, E/PST II
CDOT Region 4
10601 10th Street
Greeley, CO 80634
970-652-1668
armando.ochoa@state.co.us

For the Local Agency

City of Greeley
Bhooshan Karnik, Deputy Director/Chief Engineer
2835 10th Street
GREELEY, CO 80631
970-573-0331
bhooshan.karnik@greeleygov.com

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from,

or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; 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. The following applies through June 30, 2022: 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.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

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

I. Jurisdiction and Venue

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

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the other sections of the main body of this Agreement.
- ii. **Exhibit N**, Federal Treasury Provisions.
- iii. **Exhibit F**, Certification for Federal-Aid Contracts.
- iv. **Exhibit G**, Disadvantaged Business Enterprise.
- v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
- vi. **Exhibit J**, Additional Federal Requirements.
- vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
- viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
- ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
- x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
- xi. **Exhibit R**, Applicable Federal Awards.
- xii. Colorado Special Provisions in the main body of this Agreement.
- xiii. **Exhibit A**, Scope of Work.
- xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
- xv. **Exhibit B**, Sample Option Letter.
- xvi. **Exhibit C**, Funding Provisions.
- xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
- xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
- xix. **Exhibit D**, Local Agency Resolution.
- xx. **Exhibit E**, Local Agency Contract Administration Checklist.
- xxi. **Exhibit S**, PII Certification.
- xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
- xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

- i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.
- iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

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

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

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

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the Parties to indemnify or hold Contractor harmless; requires the Parties to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy

available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F, Exhibit I, Exhibit J, Exhibit K, Exhibit M, Exhibit N and Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G and Exhibit E**, Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

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EXHIBIT A
SCOPE OF WORK

Name of Project: US34 Regional Mobility Hub
Project Number: MTF 0342-068
SubAccount #: 25299

The Colorado Department of Transportation (“CDOT”) will oversee the City of Greeley when the City completes the Regional Mobility Hub project (hereinafter referred to as “this work”). CDOT and the City of Greeley believes it will be beneficial to perform this work because it will be a benefit to pedestrian safety and traffic flow. The City has completed the necessary preliminary studies to implement this proposal. All work will conform to the MUTCD.

This work will consist of a regional mobility hub station on US 34 between 35th and 47th Avenue as well as safe, bike, pedestrian, and micromobility friendly connections. The project will include a bike/pedestrian underpass between the north and south sides of US 34. The design phase of this work is scheduled to begin during federal fiscal year 2025. The design phase will identify more exact requirements, qualities, and attributes for this work (hereinafter referred to as “the exact work”). The exact work shall be used to complete the construction phase of the project. The construction phase of the project is estimated to begin in federal fiscal year 2026 and shall finish as soon as reasonably possible.

This work will conform to the parameters articulated in the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, AASHTO “A Policy on Geometric Design of Highways and Streets”, AASHTO “Roadside Design Guide”, and the CDOT Project Development Manual, CDOT M&S Standards, CDOT Design Guide, CDOT Construction Manual, Manual on Uniform Traffic Control Devices, Highway Capacity Manual, along with all applicable State and Federal guidelines

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EXHIBIT B

SAMPLE IGA OPTION LETTER

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

Vendor Name:

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

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

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

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

Option A

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

Option B

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

Option C

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

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

Option D

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

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

STATE OF COLORADO
Jared S. Polis
Department of Transportation

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

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

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

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

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT C - FUNDING PROVISIONS**City of Greeley - MTF 0342-068 (25299)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$17,125,561.00, which is to be funded as follows:

1. FUNDING**CMAQ Fed Funds**

a.	Federal Funds (82.79% of CMAQ Award)	\$1,593,727.00
b.	Local Agency Funds (17.21% of CMAQ Award)	\$331,297.00

MMOF State Funds

c.	State Funds - MMOF (60.92% of MMOF Award)	\$5,406,273.00
d.	State Funds (28.17% of MMOF Award)	\$2,500,000.00
e.	Local Agency Funds (10.91% of MMOF Award)	\$968,757.00

Strategic State Funds

f.	State Funds (100% of Strategic Funds Award)	\$6,325,507.00
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TOTAL FUNDS ALL SOURCES	\$17,125,561.00
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2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	VJG3QJJKZ1X6
d.	Assistance Listing # Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	\$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	\$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	\$1,593,727.00
b.	State Funds Budgeted	\$14,231,780.00
c.	Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	92.41%	\$15,825,507.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	7.59%	\$1,300,054.00

TOTAL PROJECT ESTIMATED FUNDING	100.00%	\$17,125,561.00
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4. FOR CDOT ENCUMBRANCE PURPOSES**CMAQ Fed Funds**

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	\$1,925,024.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

MMOF State Funds

a.	Total Encumbrance Amount (Only State funds are encumbered)	\$7,906,273.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

Strategic State Funds

a.	Total Encumbrance Amount (Only State funds are encumbered)	\$6,325,507.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS**\$16,156,804.00**

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

CMAQ Federal Fund

WBS Element 25299.10.30	Performance Period Start*/End Date TBD-TBD	Design 3020	\$0.00
WBS Element 25299.20.10	Performance Period Start*/End Date TBD- TBD	Const. 3301	\$0.00

MMOF State Fund

WBS Element 25299.10.30	Performance Period Start**/End Date N/A- N/A	Design 3020	\$0.00
WBS Element 25299.20.10	Performance Period Start**/End Date	Const. 3301	\$0.00

Strategic State Fund

WBS Element 25299.10.30	Performance Period Start**/End Date N/A- N/A	Design 3020	\$0.00
WBS Element 25299.20.10	Performance Period Start**/End Date	Const. 3301	\$0.00

* For CMAQ Federal Funds, the Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

** For State Funds, the Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 92.41% federal & State funds to 7.59% Local Agency funds, and this ratio applies only to the \$17,125,561.00 that is eligible for federal & State funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$17,125,561.00, and additional federal & State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$17,125,561.00, then the amounts of Local Agency and federal & State funds will be decreased in accordance with the funding ratio described in **A1. This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$15,825,507.00. For CDOT accounting purposes, the federal funds of \$1,593,727.00, State funds of \$14,231,780.00 and the Local Agency funds of \$331,297.00 will be encumbered, but the Local Agency funds of \$968,757.00 will NOT be encumbered, for a total encumbrance of \$16,156,804.00. The total budget of this project is \$17,125,561.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

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EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Exhibit E-**Local Agency Contract Administration Checklist**

COLORADO DEPARTMENT OF TRANSPORTATION			
LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. MTF 0342-068	STIP No. SR47007	Project Code 25299	Region 4
Project Location City of Greeley			Date 4-11-2025
Project Description US34 Regional Mobility Hub			
Local Agency City of Greeley	Local Agency Project Manager Bhooshan Karnik		
CDOT Resident Engineer Bryce Reeves	CDOT Project Manager Armando Ochoa		
INSTRUCTIONS: This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the <i>CDOT Local Agency Desk Reference (Local Agency Manual)</i>. LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource. The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve. Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT. The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist. Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.			

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		TIP / STIP AND LONG-RANGE PLANS		
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		x
		FEDERAL FUNDING OBLIGATION AND AUTHORIZATION		
	4.1	Authorize funding by phases (Requires FHWA concurrence/involvement if Federal-aid Highway funded project.). <i>Please write in "NA", if Not Applicable.</i>		x
		PROJECT DEVELOPMENT		
1	5.1	Prepare Design Data - CDOT Form 463	x	#
	5.2	Determine Delivery Method	x	#
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		x
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement	x	#
		- Project Development - Construction Contract Administration (including Fabrication Inspection Services)	x	#
3,3A	5.5	Conduct Design Scoping Review Meeting	x	#
3,6	5.6	Conduct Public Involvement (<i>If applicable</i>)	x	#

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	x	#
4	5.8	Conduct Environmental Processes (may require FHWA concurrence/involvement)	x	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence/involvement)	x	#
3	5.10	Obtain Utility and Railroad Agreements	x	#
3	5.11	Conduct Final Office Review (FOR)	x	#
3A	5.12	Justify Force Account Work by the Local Agency	x	#
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	x	#
3	5.14	Document Design Exceptions - CDOT Form 464	x	#
	5.15	Seek Permission for use of Guaranty and Warranty Clauses	x	#
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	x	#
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	x	#
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	x	#
	5.21	Ensure Authorization of Funds for Construction	#	x
	5.22	Use Electronic Signatures	x	x
	5.23	File Project Development Records/Documentation in ProjectWise	#	x
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE				
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office).		x
	6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☒ 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.) Bryce Reeves 1/31/2024 _____ CDOT Resident Engineer Date		x
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) "NA", if Not Applicable		x
	6.4	Enforce Prompt Payment Requirements	x	#
	6.5	Use Electronic Tracking and Submission Systems – B2GNow ☒ LCPtracker ☒	x	#
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	x	#
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	x	#
ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS				
Federal Project (use 7.1 series in Chapter 7) ☒ Non-Federal Project (Use 7.2 series in Chapter 7) ☐				
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks;	x	#
7		Advertise for Bids	x	#
7		Concurrence to Advertise	#	x
7		Distribute "Advertisement Set" of Plans and Specifications	x	#
7		Review Worksite & Plan Details w/ Prospective Bidders While Project Is Under Ad	x	
7		Open Bids	x	
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. (Please write in "NA", if Not Applicable)		x
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. "NA", if Not Applicable.		x
		Submit required documentation for CDOT award concurrence	x	
		Concurrence from CDOT to Award		x
		Approve Rejection of Low Bidder		x
7,8		Award Contract (federal)	x	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
8		Provide "Award" and "Record" Sets of Plans and Specifications (federal)	x	
		CONSTRUCTION MANAGEMENT		
8	Intro	File Project Construction Records/Documentation in ProjectWise or as directed	x	
8	8.1	Issue Notice to Proceed to the Contractor	x	#
8	8.2	Project Safety	x	
8	8.3	Conduct Conferences:		
		Pre-construction Conference (Appendix B) • Fabrication Inspection Notifications	x x	#
		Pre-survey • Construction staking • Monumentation	x x	
		Partnering (Optional)	x	
		Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>) (If applicable)	x	
		Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>) (If applicable)	x	
		HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>) (If applicable)	x	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	x	
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Bhooshan Karnik 970-573-0331 _____ Local Agency Professional Engineer or CDOT Resident Engineer Phone number	x	
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	x	
		Construction inspection and documentation (including projects with structures)	x	#
		Fabrication Inspection and documentation (If applicable)	x	
9	8.6	Review and Approve Shop Drawings	x	
9	8.7	Perform Traffic Control Inspections	x	#
9	8.8	Perform Construction Surveying	x	
9	8.9	Monument Right-of-Way	x	#
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task. Bhooshan Karnik 970-573-0331 _____ Local Agency Representative Phone number	x	
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	x	
9B	8.12	Prepare and Authorize Change Orders	x	#
9B	8.13	Submit Change Order Package to CDOT	x	
9A	8.14	Prepare Local Agency Reimbursement Requests	x	
9	8.15	Monitor Project Financial Status	x	#
9	8.16	Prepare and Submit Monthly Progress Reports	x	
9	8.17	Resolve Contractor Claims and Disputes	x	#
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Bryce Reeves 970-350-2126 _____ CDOT Resident Engineer Phone number		x
9	8.19	Ongoing Oversight of DBE Participation	x	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		MATERIALS		
9,9C	9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	x	
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	x x	x
9C	9.3	Perform Project Acceptance Samples and Tests	x	
9C	9.4	Perform Laboratory Acceptance Tests	x	
9C	9.6	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	x x x	
9C	9.6	Approve Sources of Materials	x	
9C	9.7	Independent Assurance Testing (IAT) Local Agency Procedures ☐ CDOT Procedures ☒ • Generate IAT schedule • Schedule and provide notification • Conduct IAT	x x	x
9C	9.8	Approve mix designs • Concrete • Hot mix asphalt	x x	# #
9C	9.9	Check Final Materials Documentation	x	#
9C	9.10	Complete and Distribute Final Materials Documentation	x	#
		CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE		
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	x	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 - Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	x	#
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	x	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	x	
9	10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. • Complete CDOT Form 1337 - Contractor Commitment to Meet OJT Requirements. • Complete CDOT Form 838 - OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire	x x x	
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training reqmts.)	x	#
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	x	
	10.8	Contract Compliance and Project Site Reviews		x
		FINALS		
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable		x
10	11.2	Write Final Project Acceptance Letter	x	
10	11.3	Advertise for Final Settlement	x	
11	11.4	Prepare and Distribute Final As-Constructed Plans	x	
11	11.5	Prepare EEO Certification and Collect EEO Forms	x	
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	x	#

LA WK	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	x	#
	11.8	Review CDOT Form 1419		x
	11.9	Submit CDOT Professional Services Closeout Report Form	x	
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)		x
11	11.11	Process Final Payment	x	#
	11.12	Close out Local Project	x	
	11.13	Complete and Submit CDOT Form 950 - Project Closure		x
11	11.14	Retain Project Records	x	
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	x	

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

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

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISES

SECTION 1. Policy

It is the policy of the Colorado Department of Transportation (CDOT) that Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Accordingly, CDOT's federally approved DBE Program Plan shall apply to this agreement.

SECTION 2. Subrecipient and Participant Obligation.

The Local Agency and its subrecipients agrees to ensure that DBEs certified through the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

All participants on contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement shall take all necessary and reasonable steps in accordance with the CDOT's federally approved DBE Program Plan to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Local Agency subrecipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT and federally assisted contracts.

SECTION 3. DBE Program.

The Local Agency subrecipient shall be responsible for complying with CDOT's FHWA-approved DBE Program Plan.

Local Agency requirements can be found at:

<https://www.codot.gov/business/civilrights>

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant 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 consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and 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 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 Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 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 Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If

the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall 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 consultants 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 Work,
- 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 consultant'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 consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 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 to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency 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. Prior to thereceipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance

in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45

C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973.

The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to

completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will 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 C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement 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 procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA 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.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the 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 State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, 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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders

Subject to

The Federal Funding Accountability and Transparency Act of 2006 (FFATA),

As Amended

Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

- 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1. Grants;
- 1.1.2. Contracts;
- 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4. Loans;
- 1.1.5. Loan Guarantees;
- 1.1.6. Subsidies;
- 1.1.7. Insurance;
- 1.1.8. Food commodities;
- 1.1.9. Direct appropriations;
- 1.1.10. Assessed and voluntary contributions; and
- 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

- 1.1.12. Technical assistance, which provides services in lieu of money;
- 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14. Any award classified for security purposes; or
- 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

- 1.2. **“Contract”** means the contract to which these Supplemental

Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

- 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;
 - 1.5.3. A domestic or foreign non-profit organization;
 - 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non- Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient

parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

- 1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **"Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17. **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental

Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1 Subrecipient DUNS Number;
 - 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 7.1.3 Subrecipient Parent DUNS Number;
 - 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
 - 7.2.1 Subrecipient's DUNS Number as registered in SAM.
 - 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zipcode + 4, and

Congressional District.

8. Exemptions.

- 8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangements as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

	CDOT SUBRECIPIENT RISK ASSESSMENT	Date:		
Name of Entity (Subrecipient):				
Name of Project / Program:				
Estimated Award Period:				
Entity Executive Director or VP:				
Entity Chief Financial Officer:				
Entity Representative for this Self Assessment:				
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.				
		Yes	No	N/A
EXPERIENCE ASSESSMENT				
		Yes	No	N/A
1 Is your entity new to operating or managing federal funds (has not done so within the past three years)?		☐	☐	
2 Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>		☐	☐	
3 Does your staff assigned to the program have at least three full years of experience with this federal program?		☐	☐	
MONITORING/AUDIT ASSESSMENT				
		Yes	No	N/A
4 Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?		☐	☐	☐
5 a) Were there non-compliance issues in this prior review?		☐	☐	☐
b) What were the number and extent of issues in prior review?		☐ 1 to 2	☐ >3	☐
OPERATION ASSESSMENT				
		Yes	No	N/A
6 Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>		☐	☐	
FINANCIAL ASSESSMENT				
		Yes	No	N/A
7 a) Does your entity have an indirect cost rate that is approved and current?		☐	☐	
b) If Yes, who approved the rate, and what date was it approved?				
8 Is this grant/award 10% or more of your entity's overall funding?		☐ >10%	☐ <10%	
9 Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.		☐	☐	☐
10 Has your entity had difficulty meeting local match requirements in the last three years?		☐	☐	☐
11 What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?				

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥ 6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	☐	☐	☐

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	☐	☐	☐
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	☐	☐	☐
Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.			
☐ By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.  <i>Tool Version:</i> v2.0 (081816)			

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

Subject to

**The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”),
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

- 1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
 - 1.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
 - 1.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
 - 1.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 1.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
 - 1.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
 - 1.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
 - 1.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.

- 1.9. **“Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
 - 1.10. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
 - 1.11. **“Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
2. **Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
 3. **Procurement Standards.**
 - 3.1 **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,
§§200.318 through 200.326 thereof.
 - 3.2 **Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 4. **Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
 5. **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient’s fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the

provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be

required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 7. Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

- 8. Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

- 9. Performance Measurement.** The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N

Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information in Sam.gov at least annually.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:

- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served

- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage

- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously

lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs
- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient Unique Entity ID;
 - 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
 - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
 - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
 - 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over \$10 million:
 - 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less

than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

- 8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
 - 8.1.3.8.2. Whether the project prioritizes local hires.
 - 8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Contract with the Enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
 - b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
16. Protections for Whistleblowers.
- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;

- iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:
<https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q

SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:	Agreement No:
Project Title:	Project No:
Project Duration: To:	From:
State Agency:	CDOT

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Local Agency

Date

CDOT Program Manager

Date

Exhibit R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

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

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

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT T

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓

EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓
EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓



Council Agenda Summary

July 15, 2025

Key Staff Contact: Katelyn Puga, Planner III

Title:

Resolution finding substantial compliance with State Annexation laws for the properties collectively known as ANX2024-0001, Willow Vista Annexation No. 1, located generally south of Weld County Road 66 and north of Weld County Road 64, into the City of Greeley, the subject site is comprised of 63.29 acres.

Summary:

The property owner, Union Colony Investors LLC and applicant Baessler Homes have petitioned the City to annex a total of 222.4 acres of unincorporated property, including the rights-of-way of Weld County Road 35 and AA Street, known as the Willow Vista No. 1, No. 2, and No. 3 annexations. The annexations consist of four parcels: Parcel No. 080526000035, Parcel No. 080525000076, Parcel No. 080525000077, and a portion of rights-of-way located on Parcel No. 080526000048. The annexation includes the rights-of-way for the round-about and detention ponds at O Street and CR 35.

City staff requests that the City Council adopt the resolution finding substantial compliance with State Annexation laws for the properties, and set the public hearing for September 2, 2025.

Fiscal Impact:

City staff anticipate minimal immediate financial impacts associated with the annexation, aside from potential considerations for emergency response and maintenance of rights-of-way. The current zoning proposal includes only Holding Agriculture (H-A) zoning.

Legal Issues:

Consideration of this matter is a legislative process which includes the following public hearing steps:

1. City staff presentation (if requested)
2. Council questions of staff
3. Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4. Council discussion
5. Council decision

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

Decision Options:

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a certain date.

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 31, 2025 with Exhibit A

CITY OF GREELEY, COLORADO

RESOLUTION NO. 31, 2025

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH STATE ANNEXATION LAWS FOR PROPERTY KNOWN AS “WILLOW VISTA ANNEXATION NO. 1,” LOCATED GENERALLY SOUTH OF WELD COUNTY ROAD 66 AND NORTH OF WELD COUNTY ROAD 64, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 63.29 ACRES

WHEREAS, Union Colony Investors, LLC has submitted an annexation petition to the City of Greeley for annexation of property located generally South of Weld County Road 66 and North of Weld County Road 64, more particularly described in the attached Exhibit A;

WHEREAS, the City of Greeley staff has found the annexation petition to be in substantial compliance with C.R.S. §§ 31-12-101, *et seq.*; and

WHEREAS, City staff desires that the City Council establish a date, time, and place to hold a hearing to determine if the proposed annexation complies with C.R.S. § 31-12-107(1), or such parts thereof, to establish eligibility for annexation to the City of Greeley; and

WHEREAS, the City Clerk shall deliver notice and publish the date, time, and place for said hearing;

NOW THEREFORE, BE IT RESOLVED BY THE GREELEY CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

1. The annexation petition is found to substantially comply with C.R.S. § 31-12-107(1).
2. The public hearing for consideration of the proposed annexation petition is hereby set for September 2, 2025, at the City Council Chambers, City Center - South, 1001 11th Avenue, Greeley, Colorado, during a regular City Council meeting beginning at 6:00 p.m.
3. The City Clerk is hereby authorized to publish and notify required parties pursuant to the procedures set forth in C.R.S. §31-12-108(2).
4. This resolution shall become effective immediately upon its passage.

PASSED, AND ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2025.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

PETITION FOR ANNEXATION

Willow Vista Annexation No. 1

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF GREELEY,
COLORADO:

The undersigned, in accordance with Title 31, Article 12, Chapters 101 et. seq., Colorado Revised Statutes, 1973, as amended, hereby petition the City Council of the City of Greeley for annexation to the City of Greeley of the territory described herein and described and shown on the map designated, "Willow Vista Annexation No. 1." The applicable number of said map (at least four) are submitted herewith and by this reference are incorporated herein. The description of the territory hereby petitioned for annexation to the City of Greeley is set forth in Exhibit A attached hereto and incorporated herein by reference.

In support of this petition, the Petitioner(s) allege(s) that:

1. It is desirable and necessary that the above-described territory be annexed to the City of Greeley.
2. The requirements of Section 31-12-104 and 31-12-105 of the Colorado Revised Statutes exist or have been met in that:
 - A. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the City of Greeley.
 - B. A community of interest exists between the territory proposed to be annexed and The City of Greeley.
 - C. The territory sought to be annexed is urban or will be urbanized in the near future.
 - D. The territory sought to be annexed is integrated or is capable of being integrated with the City of Greeley.
3. In establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has/have been divided into separate parts or parcels of real estate without the written consent of the land owner or land owners thereof, except and unless where such tracts or parcels are already separated by a dedicated street, road, or other public way.
4. In establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or

more contiguous tracts or parcels of real estate comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon have an assessed valuation in excess of \$200,000 for ad valorem tax purposes for the year next preceding the filing of the written petition for annexation, has/have been included within the territory proposed to be annexed without the written consent of the land owner or land owners.

5. The territory proposed to be annexed does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Greeley was held within the twelve months preceding the filing of this petition.

6. The territory proposed to be annexed does not include any area included in another annexation proceeding involving a city other than the City of Greeley.

7. The territory proposed to be annexed is not presently a part of any incorporated city, city and county, or town.

8. The property owned by each petitioner is described on each separate signature sheet and,
when needed, described more fully in the exhibits attached hereto and incorporated herein by reference.

9. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the land owners and owning more than fifty percent (50%) of the property, excluding public streets and alleys, and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.

Accompanying this petition are **the original and four copies of an annexation plat map** containing the following information:

A. A written legal description of the boundaries of the area proposed to be annexed.

B. A map showing the boundary of the area proposed to be annexed.

C. Within the annexation boundary map, an identification of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the

boundaries and the plat numbers of plots or of lots and blocks. Also within the boundary map, identification of any special districts the area proposed to be annexed may be part of.

D. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the annexing municipality and the contiguous boundary of any other municipality abutting the area proposed to be annexed. E. A surveyor's certificate prepared by a registered land surveyor that attests to the preparation of the map and certifies at least one-sixth (1/6) contiguity to the City of Greeley.

F. Acceptance block describing the acceptance action of the City of Greeley in form and substance as provided in Appendix A of the Subdivision Regulations of the City of Greeley and providing for the effective date and City Clerk and Mayor attest signatures.

10. Except as otherwise provided, no part of the territory sought to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will become effective.

11. As an expressed condition of annexation, land owner(s) consent(s) to inclusion into the Northern Colorado Water Conservancy District and the municipal subdistrict pursuant to Section 37-45-136 (3.6) C.R.S. Land owner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, land owner's (s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of land owner's(s') lands. Land owner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Land owner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

THEREFORE, the undersigned respectfully petition(s) and requests the City Council of the City of Greeley, to approve annexation of the territory described and referred to in Exhibit A to the City of Greeley in accordance with and pursuant to the statutes of the State of Colorado.

Land Owner(s) Name(s) and Signature(s) Mailing Address Date of Signing

Union Colony Investors, LLC; By John M. Todd

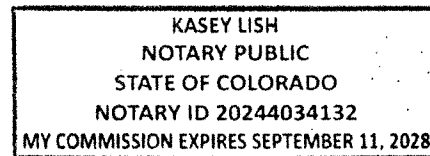
John M. Todd 6/4/25

Subscribed and sworn to before me this 4th day of June, 2025, by
~~Kasey Lish~~ John M Todd KL

Witness my hand and official seal.

My commission expires: 9/11/2028

Kasey Lish
 Notary Public



Land Owned

Property Description – WILLOW VISTA ANNEXATION NO. 1

AN AREA OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2NE1/4) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SECTION TWENTY-SIX (26), TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4NW1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 26 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG SAID EAST LINE A DISTANCE OF 1263.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 57°29'03" WEST A DISTANCE OF 752.00 FEET;

THENCE NORTH 23°58'11" WEST A DISTANCE OF 932.62 FEET TO THE SOUTH LINE OF THE E1/2NE1/4 OF SAID SECTION 26;

THENCE SOUTH 89°37'51" WEST ALONG SAID SOUTH LINE A DISTANCE OF 353.20 FEET TO THE SOUTHWEST CORNER SAID E1/2NE1/4;

THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 A DISTANCE OF 2378.57 FEET TO THE SOUTHERLY LINE OF SEELEY LAKE ANNEXATION NO. 3 RECORDED SEPTEMBER 22, 2023 AT RECEPTION NO. 4922120 AND TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE ALONG THE SOUTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 BY THE FOLLOWING NINE (9) COURSES AND DISTANCES:

THENCE SOUTH 11°12'34" EAST A DISTANCE OF 229.40 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 293.19 FEET, SAID CURVE HAS A RADIUS OF 950.00 FEET, A DELTA ANGLE OF 17°40'57", AND IS SUBTENDED BY A CHORD BEARING SOUTH 20°03'02" EAST A DISTANCE OF 292.02 FEET;

THENCE SOUTH 28°53'31" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 91.07 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 324.93 FEET, SAID CURVE HAS A RADIUS OF 1175.00 FEET, A DELTA ANGLE OF 15°50'39", AND IS SUBTENDED BY A CHORD BEARING SOUTH 36°48'51" EAST A DISTANCE OF 323.89 FEET;

THENCE SOUTH 44°44'09" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 129.26 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 375.75 FEET, SAID CURVE HAS A RADIUS OF 980.00 FEET, A DELTA ANGLE OF 21°58'05", AND IS SUBTENDED BY A CHORD BEARING SOUTH 55°43'12" EAST A DISTANCE OF 373.45 FEET;

THENCE SOUTH 66°42'15" EAST A DISTANCE OF 174.76 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 351.84 FEET, SAID CURVE HAS A RADIUS OF 1230.00 FEET, A DELTA ANGLE OF 16°23'22", AND IS SUBTENDED BY A CHORD BEARING SOUTH 74°53'56" EAST A DISTANCE OF 350.64 FEET;

THENCE SOUTH 83°05'37" EAST A DISTANCE OF 57.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE NORTH 01°22'10" WEST ALONG THE NORTHERLY PROLONGATION OF THE SAID WEST LINE A DISTANCE OF 60.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE SOUTH 86°02'39" EAST A DISTANCE OF 30.04 FEET;

THENCE NORTH 79°22'13" EAST A DISTANCE OF 30.40 FEET TO THE NORTHERLY PROLONGATION OF THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTHERLY PROLONGATION AND ALONG SAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE SOUTH 01°22'37" EAST A DISTANCE OF 1125.21 FEET;

THENCE SOUTH 01°01'18" EAST A DISTANCE OF 1283.07 FEET;

THENCE NORTH 57°29'03" WEST A DISTANCE OF 35.99 FEET TO THE EAST LINE OF THE SE1/4 OF SAID SECTION 26 AND TO THE **POINT OF BEGINNING**.

TOGETHER WITH AN AREA OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID **POINT "A"**:

THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 OF SECTION 26 A DISTANCE OF 157.79 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 01°12'41" WEST ALONG SAID WEST LINE A DISTANCE OF 97.26 FEET TO THE NORTHWEST CORNER OF SAID E1/2NE1/4;

THENCE NORTH 89°28'28" EAST ALONG THE NORTH LINE OF SAID E1/2NE1/4 A DISTANCE OF 30.01 FEET;

THENCE SOUTH 01°46'31" EAST A DISTANCE OF 150.17 FEET THE NORTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 AND TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 61.97 FEET, SAID CURVE HAS A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 11°09'54", AND IS SUBTENDED BY A CHORD BEARING NORTH 31°48'04" WEST A DISTANCE OF 61.87 FEET TO THE **POINT OF BEGINNING**;

SAID AREAS OF LAND CONTAIN 63.29 ACRES (+/-2,757,047 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

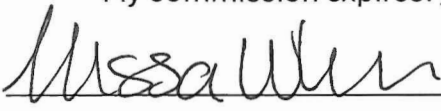
Kasey Lish being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.


(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 4 day of June, 2025, by Kasey Lish.

Witness my hand and official seal.

My commission expires: 6/17/2027


Notary Public



PROPERTY DESCRIPTION – WILLOW VISTA ANNEXATION NO. 1

AN AREA OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2NE1/4) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SECTION TWENTY-SIX (26), TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4NW1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 26 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

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THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 A DISTANCE OF 2378.57 FEET TO THE SOUTHERLY LINE OF SEELEY LAKE ANNEXATION NO. 3 RECORDED SEPTEMBER 22, 2023 AT RECEPTION NO. 4922120 AND TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

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THENCE SOUTH 44°44'09" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 129.26 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 375.75 FEET, SAID CURVE HAS A RADIUS OF 980.00 FEET, A DELTA ANGLE OF 21°58'05", AND IS SUBTENDED BY A CHORD BEARING SOUTH 55°43'12" EAST A DISTANCE OF 373.45 FEET;

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THENCE SOUTH 83°05'37" EAST A DISTANCE OF 57.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

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COMMENCING AT THE AFORESAID POINT "A":

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THENCE CONTINUING NORTH 01°12'41" WEST ALONG SAID WEST LINE A DISTANCE OF 97.26 FEET TO THE NORTHWEST CORNER OF SAID E1/2NE1/4;

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THENCE SOUTH 01°46'31" EAST A DISTANCE OF 150.17 FEET THE NORTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 AND TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 61.97 FEET, SAID CURVE HAS A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 11°09'54", AND IS SUBTENDED BY A CHORD BEARING NORTH 31°48'04" WEST A DISTANCE OF 61.87 FEET TO THE **POINT OF BEGINNING**;

SAID AREAS OF LAND CONTAIN 63.29 ACRES (+/-2,757,047 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

WILLOW VISTA ANNEXATION NO.1
PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 26, AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
63.29 ACRES
PROJECT NUMBER: ANX2024-0001

PROPERTY DESCRIPTION -- WILLOW VISTA ANNEXATION NO. 1:

AN AREA OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2NE1/4) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SECTION TWENTY- SIX (26), TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4NW1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 26 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19858 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG SAID EAST LINE A DISTANCE OF 1263.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 57°29'03" WEST A DISTANCE OF 752.00 FEET;
THENCE NORTH 23°58'11" WEST A DISTANCE OF 932.62 FEET TO THE SOUTH LINE OF THE E1/2NE1/4 OF SAID SECTION 26;
THENCE SOUTH 89°37'51" WEST ALONG SAID SOUTH LINE A DISTANCE OF 353.20 FEET TO THE SOUTHWEST CORNER SAID E1/2NE1/4;
THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 A DISTANCE OF 2378.57 FEET TO THE SOUTHERLY LINE OF SEELEY LAKE ANNEXATION NO. 3 RECORDED SEPTEMBER 22, 2023 AT RECEPTION NO. 4922120 AND TO A POINT HEREINAFTER REFERRED TO AS POINT 'A';

THENCE ALONG THE SOUTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 BY THE FOLLOWING NINE (9) COURSES AND DISTANCES:

THENCE SOUTH 11°12'34" EAST A DISTANCE OF 229.40 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 293.19 FEET, SAID CURVE HAS A RADIUS OF 950.00 FEET, A DELTA ANGLE OF 17°40'57", AND IS SUBTENDED BY A CHORD BEARING SOUTH 20°03'02" EAST A DISTANCE OF 292.02 FEET;

THENCE SOUTH 28°53'31" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 91.07 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 324.93 FEET, SAID CURVE HAS A RADIUS OF 1175.00 FEET, A DELTA ANGLE OF 15°50'39", AND IS SUBTENDED BY A CHORD BEARING SOUTH 36°48'51" EAST A DISTANCE OF 323.89 FEET;

THENCE SOUTH 44°44'09" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 129.26 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 375.75 FEET, SAID CURVE HAS A RADIUS OF 980.00 FEET, A DELTA ANGLE OF 21°58'05", AND IS SUBTENDED BY A CHORD BEARING SOUTH 55°43'12" EAST A DISTANCE OF 373.45 FEET;

THENCE SOUTH 66°42'15" EAST A DISTANCE OF 174.76 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 351.84 FEET, SAID CURVE HAS A RADIUS OF 1230.00 FEET, A DELTA ANGLE OF 16°23'22", AND IS SUBTENDED BY A CHORD BEARING SOUTH 74°53'56" EAST A DISTANCE OF 350.64 FEET;

THENCE SOUTH 83°05'37" EAST A DISTANCE OF 57.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE NORTH 01°22'10" WEST ALONG THE NORTHERLY PROLONGATION OF THE SAID WEST LINE A DISTANCE OF 60.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE SOUTH 86°02'39" EAST A DISTANCE OF 30.04 FEET;
THENCE NORTH 79°22'13" EAST A DISTANCE OF 30.40 FEET TO THE NORTHERLY PROLONGATION OF THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTHERLY PROLONGATION AND ALONG SAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE SOUTH 01°22'37" EAST A DISTANCE OF 1125.21 FEET;
THENCE SOUTH 01°01'18" EAST A DISTANCE OF 1283.07 FEET;
THENCE NORTH 57°29'03" WEST A DISTANCE OF 35.99 FEET TO THE EAST LINE OF THE SE1/4 OF SAID SECTION 26 AND TO THE POINT OF BEGINNING.

TOGETHER WITH AN AREA OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID POINT 'A';

THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 OF SECTION 26 A DISTANCE OF 157.79 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01°12'41" WEST ALONG SAID WEST LINE A DISTANCE OF 97.26 FEET TO THE NORTHWEST CORNER OF SAID E1/2NE1/4;

THENCE NORTH 89°28'28" EAST ALONG THE NORTH LINE OF SAID E1/2NE1/4 A DISTANCE OF 30.01 FEET;

THENCE SOUTH 01°46'31" EAST A DISTANCE OF 150.17 FEET THE NORTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 AND TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 61.97 FEET, SAID CURVE HAS A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 11°09'54", AND IS SUBTENDED BY A CHORD BEARING NORTH 31°48'04" WEST A DISTANCE OF 61.87 FEET TO THE POINT OF BEGINNING;

SAID AREAS OF LAND CONTAIN 63.29 ACRES (+/-2,757,047 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

OWNER

BY: _____ AS: _____

NOTARIAL CERTIFICATE

STATE OF _____)
COUNTY OF _____)

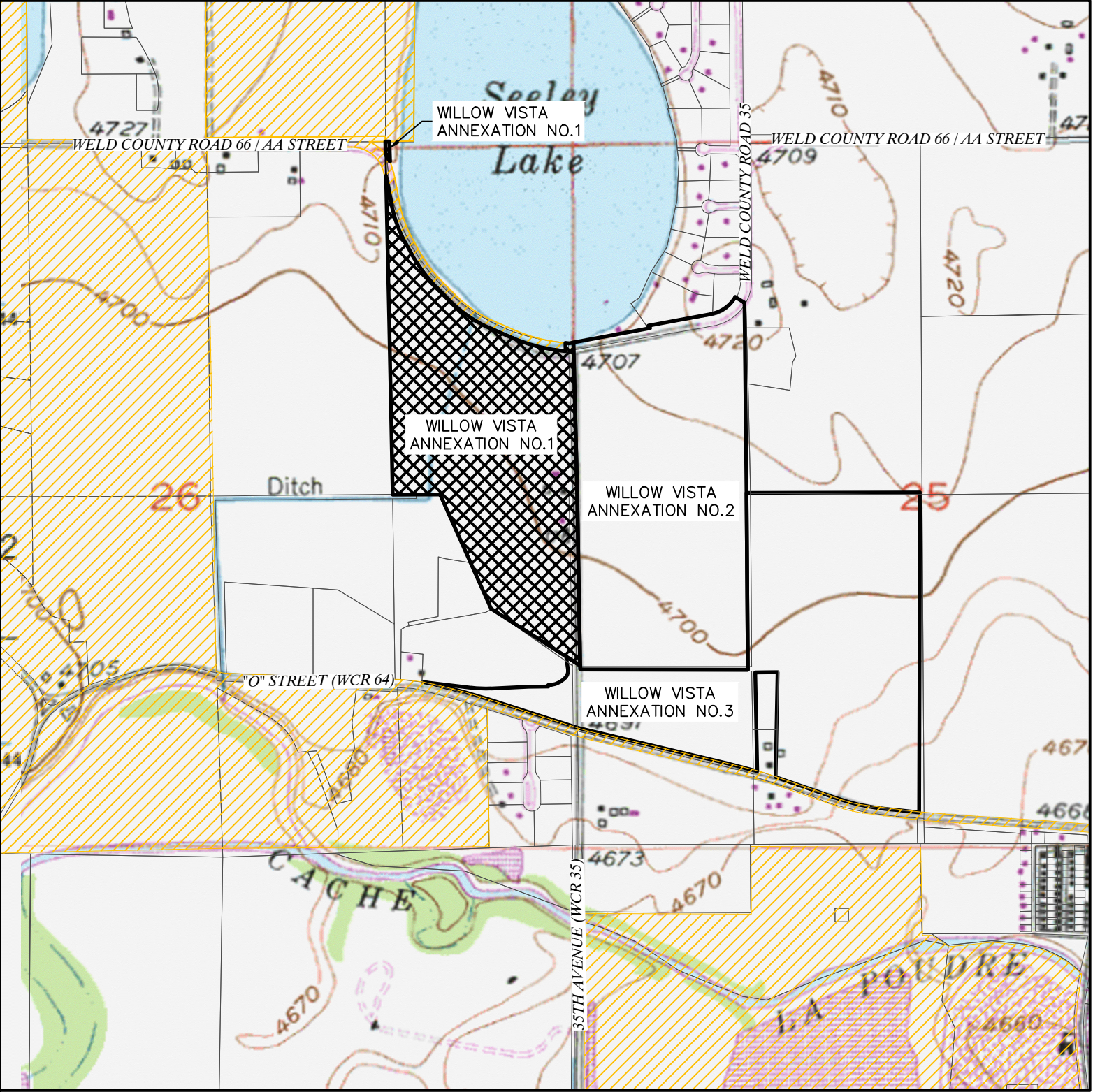
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20 ____.

BY: _____ AS: _____

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

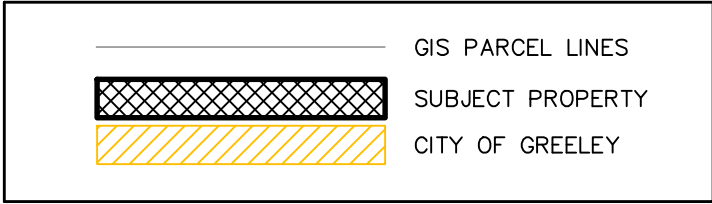
NOTARY PUBLIC



VICINITY MAP

SCALE = 1"=1000'

VICINITY LEGEND



SURVEYOR'S NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATE SHOWN HEREON. (13-80-105 C.R.S.)

2. BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, T.6., R.66W., AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

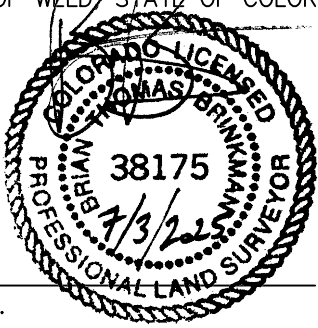
3. THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY BY LAT40°, INC. IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE EXISTING GREELEY TOWN LIMITS

4. THE AREA OF ANNEXATION IS WITHIN THE FOLLOWING SPECIAL DISTRICTS:
EATON FIRE PROTECTION DISTRICT
EATON RE-2 SCHOOL DISTRICT
EATON AREA PARK AND RECREATION DISTRICT
NORTH WELD COUNTY WATER DISTRICT
WEST GREELEY CONSERVATION DISTRICT
HIGH PLAINS LIBRARY DISTRICT

SURVEYOR'S STATEMENT

I, BRIAN T. BRINKMAN, A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS MAP OF LAND PROPOSED TO BE ANNEXED TO THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO WAS PREPARED UNDER MY DIRECT SUPERVISION FROM EXISTING DOCUMENTS OF RECORD, AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

I FURTHER STATE THAT NOT LESS THAN ONE-SIXTH OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED IS CONTIGUOUS TO THE BOUNDARY OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.



BRIAN T. BRINKMAN-ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175

CERTIFICATE OF APPROVAL OF THE DEVELOPMENT REVIEW MANAGER

ACCEPTED BY: _____ DATE _____
DEVELOPMENT REVIEW MANAGER

CERTIFICATE OF APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR

ACCEPTED BY: _____ DATE _____
COMMUNITY DEVELOPMENT DIRECTOR

ACCEPTANCE

THIS ANNEXATION MAP WAS ACCEPTED BY THE CITY OF GREELEY, WELD COUNTY, COLORADO AND THE TERRITORY THEREIN DESIGNATED AND MADE A PART OF THE CITY OF GREELEY, AND INCLUDED WITHIN THE LIMITS AND JURISDICTION THEREON

THIS _____ DAY OF _____, 2025.

ATTEST: _____ MAYOR
CITY CLERK

ORDINANCE NO. _____

PLANNING COMMISSION RECOMMENDATION

RECOMMENDED / NOT RECOMMENDED BY THE CITY OF GREELEY PLANNING COMMISSION, THIS _____ DAY

OF _____, 20 ____.

WILLOW VISTA ANNEXATION NO.1	
CONTIGUOUS BOUNDARY (L.F.)	2180.33
TOTAL BOUNDARY PERIMETER (L.F.)	9348.86
PERCENTAGE OF CITY BOUNDARY CONTIGUITY	23%
1/6 OF PERIMETER (L.F.)	1558.14
ANNEXATION RATIO (1 to X)	4.29
TOTAL LAND AREA (Acres)	63.29



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
UPDATE BOUNDARY	SR 8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR 12/18/2024
UPDATE TITLE COMMITMENT	SR 01/10/2025
ADDRESS COMMENTS	SR 04/14/2025
ADDRESS COMMENTS	SR 06/02/2025
ADDRESS COMMENTS	SR 06/30/2025

DRAWN BY: SR	SCALE: AS SHOWN	DATE: 6/26/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 1 OF 2

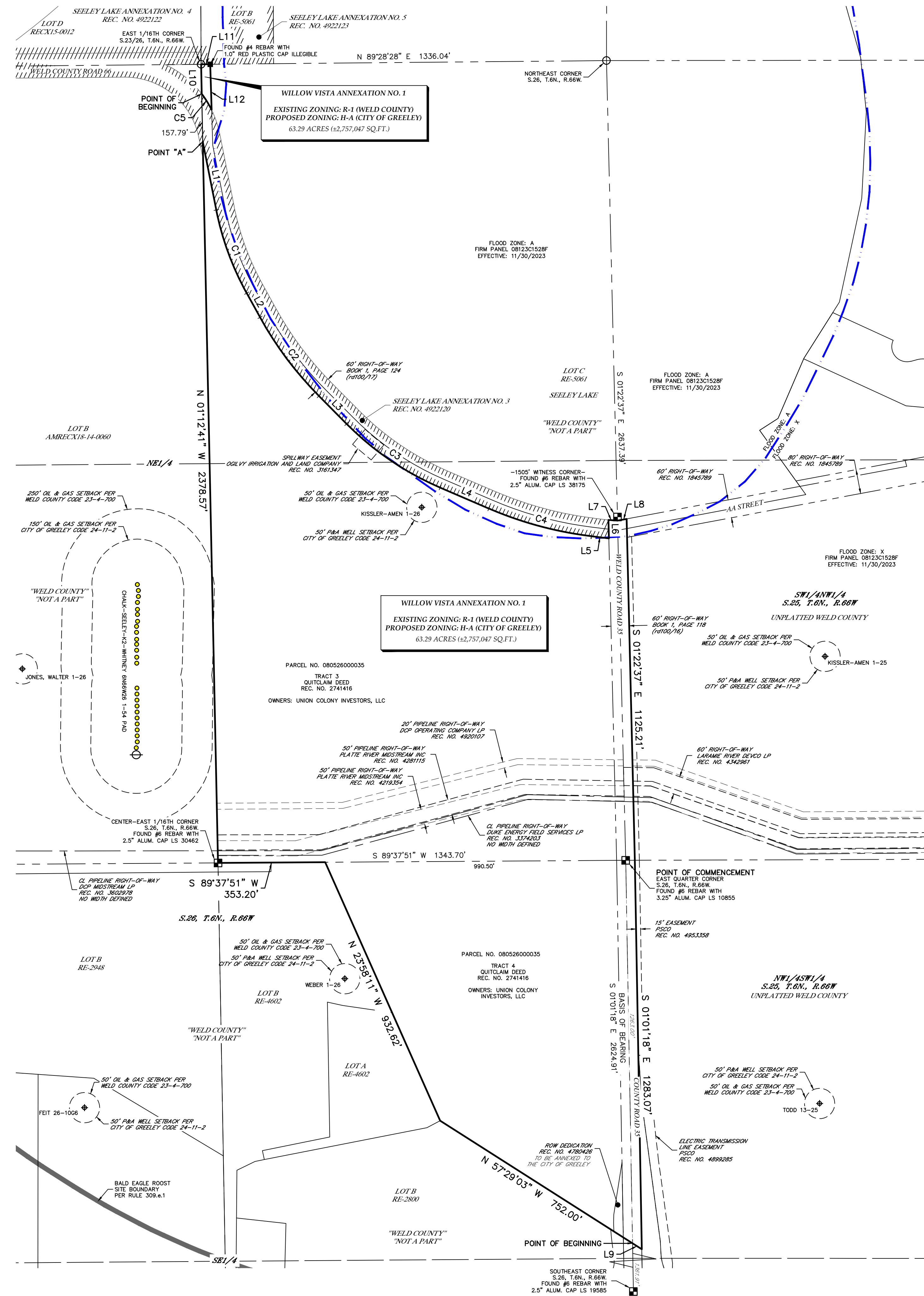
ANNEXATION MAP
WILLOW VISTA
S. 25 & S.26, T.6N., R.66W.
2201 N. 35TH AVE
BAESSLER DEVELOPMENT, LLC

WILLOW VISTA ANNEXATION NO.1

PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

63.29 ACRES

PROJECT NUMBER: ANX2024-0001

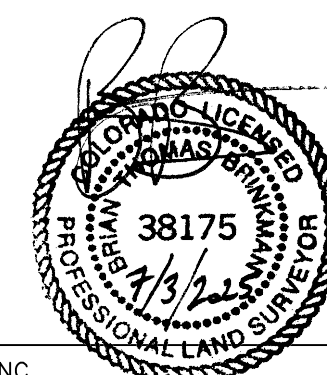


CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	293.19	950.00	17°40'57"	S 20°03'02" E	292.02
C2	324.93	1175.00	19°50'39"	S 36°48'51" E	323.89
C3	375.75	980.00	21°58'05"	S 35°43'12" E	373.45
C4	351.84	1230.00	16°23'22"	S 74°53'56" E	350.64
C5	61.97	318.00	11°09'54"	N 31°48'04" W	61.87

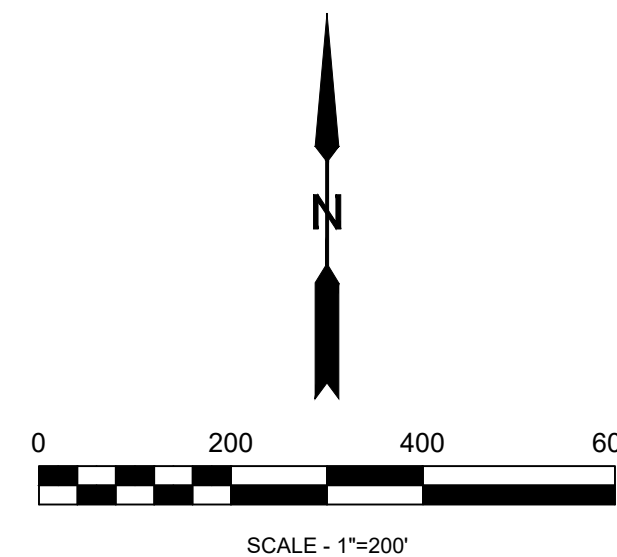
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 11°12'54" E	228.40
L2	S 28°53'31" E	91.07
L3	S 44°44'09" E	129.26
L4	S 66°42'15" E	174.76
L5	S 83°05'37" E	57.54
L6	N 01°22'10" W	60.63
L7	S 86°02'39" E	30.04
L8	N 19°22'13" E	30.40
L9	N 57°29'03" W	35.99
L10	N 01°12'41" W	97.26
L11	N 89°28'28" E	30.01
L12	S 01°46'31" E	150.17

LEGEND

	SECTION LINE		ALIQUOT MONUMENT AS DESCRIBED
	SECTION LINE FRACTIONAL		FOUND MONUMENT AS DESCRIBED
	BOUNDARY LINE		CALCULATED POSITION
	ADJACENT PARCEL LINE		WELL HEAD
	RIGHT-OF-WAY LINE		PLUGGED & ABANDONED WELL
	EASEMENT LINE		
	FLOOD ZONE BOUNDARY		
	BALD EAGLE ROOST SITE BOUNDARY (RULE 309.e.1)		
	CURRENT LIMITS OF THE CITY OF GREELEY		



BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175



SHEET SIZE: 24X36



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
UPDATE BOUNDARY	SR 8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR 12/18/2024
UPDATE TITLE COMMITMENT	SR 01/10/2025
ADDRESS COMMENTS	SR 04/14/2025
ADDRESS COMMENTS	SR 06/02/2025
ADDRESS COMMENTS	SR 06/30/2025

DRAWN BY: SR
CHECKED BY: BTB

ANNEXATION MAP
WILLOW VISTA
S. 25 & S. 26, T.6N., R.66W.
2201 N. 35TH AVE
BAESSLER DEVELOPMENT, LLC

SCALE: AS SHOWN
DATE: 6/26/2024
PROJECT #: 2024160
SHEET: 2 OF 2



Council Agenda Summary

July 15, 2025

Key Staff Contact: Katelyn Puga, Planner III

Title:

Resolution finding substantial compliance with State Annexation laws for the property known as ANX2024-0002, Willow Vista Annexation No. 2, located generally south of Weld County Road 66 and north of Weld County Road 64 and east of Weld County Road 35, into the City of Greeley. The subject site is comprised of 74.71 acres.

Summary:

The property owner, Union Colony Investors LLC and applicant Baessler Homes, have petitioned the City to annex a total of 222.4 acres of unincorporated property, including the rights-of-way of Weld County Road 35 and AA Street, known as the Willow Vista No. 1, No. 2, and No. 3 annexations. The annexations consist of four parcels: Parcel No. 080526000035, Parcel No. 080525000076, Parcel No. 080525000077, and a portion of rights-of-way located on Parcel No. 080526000048. The annexation includes the rights-of-way for the round-about and detention ponds at O Street and CR 35.

City staff requests that the City Council adopt the resolution finding substantial compliance with State Annexation laws for the properties, and set the public hearing for September 2, 2025.

Fiscal Impact:

City staff anticipate minimal immediate financial impacts associated with the annexation, aside from potential considerations for emergency response and maintenance of rights-of-way. The current zoning proposal includes only Holding Agriculture (H-A) zoning.

Legal Issues:

Consideration of this matter is a legislative process which includes the following public hearing steps:

1. City staff presentation (if requested)
2. Council questions of staff
3. Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4. Council discussion
5. Council decision

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

Decision Options:

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a certain date.

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 32, 2025 with Exhibit A

CITY OF GREELEY, COLORADO

RESOLUTION NO. 32, 2025

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH STATE ANNEXATION LAWS FOR PROPERTY KNOWN AS “WILLOW VISTA ANNEXATION NO. 2,” LOCATED GENERALLY SOUTH OF WELD COUNTY ROAD 66 AND NORTH OF WELD COUNTY ROAD 64 AND EAST OF WELD COUNTY ROAD 35, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 74.71 ACRES.

WHEREAS, Union Colony Investors, LLC has submitted an annexation petition to the City of Greeley for annexation of property located generally South of Weld County Road 66 and North of Weld County Road 64 and East of Weld County Road 35, more particularly described in the attached Exhibit A;

WHEREAS, the City of Greeley staff has found the annexation petition to be in substantial compliance with C.R.S. §§ 31-12-101, *et seq.*; and

WHEREAS, City staff desires that the City Council establish a date, time, and place to hold a hearing to determine if the proposed annexation complies with C.R.S. § 31-12-107(1), or such parts thereof, to establish eligibility for annexation to the City of Greeley; and

WHEREAS, the City Clerk shall deliver notice and publish the date, time, and place for said hearing;

NOW THEREFORE, BE IT RESOLVED BY THE GREELEY CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

1. The annexation petition is found to substantially comply with C.R.S. § 31-12-107(1).
2. The public hearing for consideration of the proposed annexation petition is hereby set for September 2, 2025, at the City Council Chambers, City Center - South, 1001 11th Avenue, Greeley, Colorado, during a regular City Council meeting beginning at 6:00 p.m.
3. The City Clerk is hereby authorized to publish and notify required parties pursuant to the procedures set forth in C.R.S. §31-12-108(2).
4. This resolution shall become effective immediately upon its passage.

PASSED, AND ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2025.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

PETITION FOR ANNEXATION

Willow Vista Annexation No. 2

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF GREELEY,
COLORADO:

The undersigned, in accordance with Title 31, Article 12, Chapters 101 et. seq., Colorado Revised Statutes, 1973, as amended, hereby petition the City Council of the City of Greeley for annexation to the City of Greeley of the territory described herein and described and shown on the map designated, "Willow Vista Annexation No. 2." The applicable number of said map (at least four) are submitted herewith and by this reference are incorporated herein. The description of the territory hereby petitioned for annexation to the City of Greeley is set forth in Exhibit A attached hereto and incorporated herein by reference.

In support of this petition, the Petitioner(s) allege(s) that:

1. It is desirable and necessary that the above-described territory be annexed to the City of Greeley.
2. The requirements of Section 31-12-104 and 31-12-105 of the Colorado Revised Statutes exist or have been met in that:
 - A. Not less than one-sixth ($1/6$) of the perimeter of the area proposed to be annexed is contiguous with the City of Greeley.
 - B. A community of interest exists between the territory proposed to be annexed and The City of Greeley.
 - C. The territory sought to be annexed is urban or will be urbanized in the near future.
 - D. The territory sought to be annexed is integrated or is capable of being integrated with the City of Greeley.
3. In establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has/have been divided into separate parts or parcels of real estate without the written consent of the land owner or land owners thereof, except and unless where such tracts or parcels are already separated by a dedicated street, road, or other public way.
4. In establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or

more contiguous tracts or parcels of real estate comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon have an assessed valuation in excess of \$200,000 for ad valorem tax purposes for the year next preceding the filing of the written petition for annexation, has/have been included within the territory proposed to be annexed without the written consent of the land owner or land owners.

5. The territory proposed to be annexed does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Greeley was held within the twelve months preceding the filing of this petition.

6. The territory proposed to be annexed does not include any area included in another annexation proceeding involving a city other than the City of Greeley.

7. The territory proposed to be annexed is not presently a part of any incorporated city, city and county, or town.

8. The property owned by each petitioner is described on each separate signature sheet and, when needed, described more fully in the exhibits attached hereto and incorporated herein by reference.

9. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the land owners and owning more than fifty percent (50%) of the property, excluding public streets and alleys, and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.

Accompanying this petition are **the original and four copies of an annexation plat map** containing the following information:

A. A written legal description of the boundaries of the area proposed to be annexed.

B. A map showing the boundary of the area proposed to be annexed.

C. Within the annexation boundary map, an identification of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the

boundaries and the plat numbers of plots or of lots and blocks. Also within the boundary map, identification of any special districts the area proposed to be annexed may be part of.

D. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the annexing municipality and the contiguous boundary of any other municipality abutting the area proposed to be annexed. E. A surveyor's certificate prepared by a registered land surveyor that attests to the preparation of the map and certifies at least one-sixth (1/6) contiguity to the City of Greeley.

F. Acceptance block describing the acceptance action of the City of Greeley in form and substance as provided in Appendix A of the Subdivision Regulations of the City of Greeley and providing for the effective date and City Clerk and Mayor attest signatures.

10. Except as otherwise provided, no part of the territory sought to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will become effective.

11. As an expressed condition of annexation, land owner(s) consent(s) to inclusion into the Northern Colorado Water Conservancy District and the municipal subdistrict pursuant to Section 37-45-136 (3.6) C.R.S. Land owner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, land owner's (s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of land owner's(s') lands. Land owner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Land owner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

THEREFORE, the undersigned respectfully petition(s) and requests the City Council of the City of Greeley, to approve annexation of the territory described and referred to in Exhibit A to the City of Greeley in accordance with and pursuant to the statutes of the State of Colorado.

Land Owner(s) Name(s) and Signature(s) Mailing Address Date of Signing

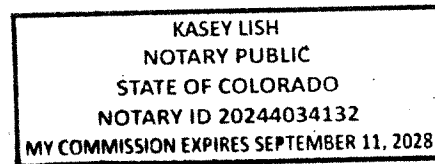
Union Colony Investors, LLC; By John M. Todd

John M. Todd 6/4/25
 Subscribed and sworn to before me this 4th day of June, 2025, by
Kasey Lish John M Todd KL

Witness my hand and official seal.

My commission expires: 9/11/2028

Kasey Lish
 Notary Public



Land Owned

PROPERTY DESCRIPTION – WILLOW VISTA ANNEXATION NO. 2

AN AREA OF LAND BEING A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2NW1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 25 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 25 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG SAID EAST LINE A DISTANCE OF 1263.00 FEET;
 THENCE SOUTH 57°29'03" EAST A DISTANCE OF 35.99 FEET TO THE EAST RIGHT-OF-WAY
 LINE OF COUNTY ROAD 35 BEING THE EAST LINE OF WILLOW VISTA ANNEXATION NO. 1
 AND TO THE **POINT OF BEGINNING**;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND THE NORTHERLY PROLONGATION
 THEREOF BEING THE EAST LINE OF WILLOW VISTA ANNEXATION NO. 1 BY THE
 FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 01°01'18" WEST A DISTANCE OF 1282.88 FEET;

THENCE NORTH 01°22'37" WEST A DISTANCE OF 1125.39 FEET TO THE NORTH RIGHT-OF-
 WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE BY THE FOLLOWING FOUR (4)
 COURSES AND DISTANCES:

THENCE NORTH 79°22'13" EAST A DISTANCE OF 581.16 FEET;

THENCE NORTH 35°40'39" WEST A DISTANCE OF 22.08 FEET;

THENCE NORTH 79°22'13" EAST A DISTANCE OF 476.27 FEET TO A POINT OF CURVATURE
 (PC)

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF
 225.52 FEET, SAID CURVE HAS A RADIUS OF 265.00 FEET, A DELTA ANGLE OF 48°45'33",
 AND IS SUBTENDED BY A CHORD BEARING NORTH 54°59'27" EAST A DISTANCE OF 218.77
 FEET;

THENCE SOUTH 59°23'19" EAST A DISTANCE OF 80.00 FEET TO THE EAST LINE OF THE
 W1/2NW1/4 OF SAID SECTION 25;

THENCE SOUTH 00°36'40" EAST ALONG SAID EAST LINE A DISTANCE OF 1419.27 FEET TO
 THE SOUTHEAST CORNER OF SAID W1/2NW1/4;

THENCE SOUTH 00°25'45" EAST ALONG THE EAST LINE OF THE NW1/4SW1/4 OF SAID
 SECTION 25 A DISTANCE OF 1316.73 FEET TO THE SOUTHEAST CORNER OF SAID
 NW1/4SW1/4;

THENCE NORTH 89°59'15" WEST ALONG THE SOUTH LINE OF SAID NW1/4SW1/4 A
 DISTANCE OF 1249.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE NORTH 01°01'18" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 30.11
 FEET TO THE **POINT OF BEGINNING**.

SAID AREA OF LAND CONTAINS 74.71 ACRES (+/-3,254,266 SQ.FT.) AND IS SUBJECT TO
 ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID
 DESCRIBED PARCEL OF LAND.

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Kasey Lish being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.

Kasey Lish
(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 4 day of June, 2025, by Kasey Lish.

Witness my hand and official seal.

My commission expires: 6/17/2027

Melissa Wheeler
Notary Public



EXHIBIT A**PROPERTY DESCRIPTION – WILLOW VISTA ANNEXATION NO. 2**

AN AREA OF LAND BEING A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2NW1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 25 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 25 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

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THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND THE NORTHERLY PROLONGATION THEREOF BEING THE EAST LINE OF WILLOW VISTA ANNEXATION NO. 1 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:
THENCE NORTH 01°01'18" WEST A DISTANCE OF 1282.88 FEET;
THENCE NORTH 01°22'37" WEST A DISTANCE OF 1125.39 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

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THENCE NORTH 35°40'39" WEST A DISTANCE OF 22.08 FEET;
THENCE NORTH 79°22'13" EAST A DISTANCE OF 476.27 FEET TO A POINT OF CURVATURE (PC)
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THENCE SOUTH 59°23'19" EAST A DISTANCE OF 80.00 FEET TO THE EAST LINE OF THE W1/2NW1/4 OF SAID SECTION 25;

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THENCE NORTH 01°01'18" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 30.11 FEET TO THE **POINT OF BEGINNING**.

SAID AREA OF LAND CONTAINS 74.71 ACRES (+/-3,254,266 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

WILLOW VISTA ANNEXATION NO.2
PART OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE
66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
74.71 ACRES
PROJECT NUMBER: ANX2024-0002

PROPERTY DESCRIPTION – WILLOW VISTA ANNEXATION NO. 2:

AN AREA OF LAND BEING A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2NW1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 59°23'19" EAST A DISTANCE OF 80.00 FEET TO THE EAST LINE OF THE W1/2NW1/4 OF SAID SECTION 25;
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OWNER

BY: _____ AS: _____

NOTARIAL CERTIFICATE

STATE OF _____)
COUNTY OF _____)

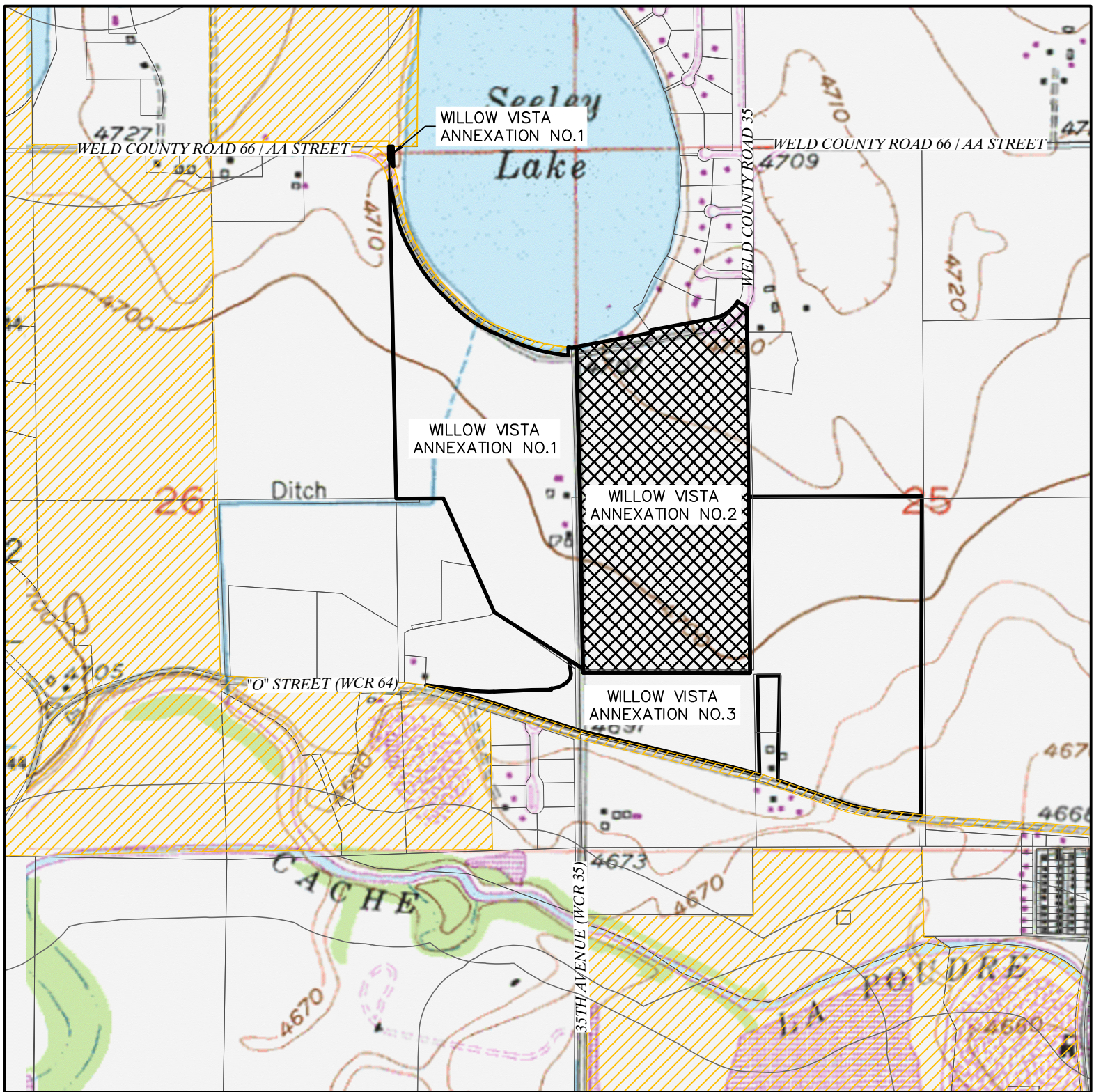
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

BY: _____ AS: _____

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC



VICINITY MAP
SCALE - 1"=1000'

VICINITY LEGEND



SURVEYOR'S NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATE SHOWN HEREON. (13-80-105 C.R.S.)

2. BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, T.6., R.66W., AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

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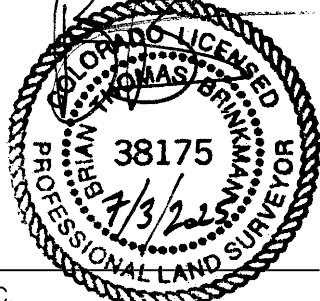
3. THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY BY LAT40°, INC. IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE EXISTING GREELEY TOWN LIMITS.

4. THE AREA OF ANNEXATION IS WITHIN THE FOLLOWING SPECIAL DISTRICTS:
EATON FIRE PROTECTION DISTRICT
EATON RE-2 SCHOOL DISTRICT
EATON AREA PARK AND RECREATION DISTRICT
NORTH WELD COUNTY WATER DISTRICT
WEST GREELEY CONSERVATION DISTRICT
HIGH PLAINS LIBRARY DISTRICT

SURVEYOR'S STATEMENT

I, BRIAN T. BRINKMAN, A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS MAP OF LAND PROPOSED TO BE ANNEXED TO THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO WAS PREPARED UNDER MY DIRECT SUPERVISION FROM EXISTING DOCUMENTS OF RECORD, AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

I FURTHER STATE THAT NOT LESS THAN ONE-SIXTH OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED IS CONTIGUOUS TO THE BOUNDARY OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.



BRIAN T. BRINKMAN-ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175

CERTIFICATE OF APPROVAL OF THE DEVELOPMENT REVIEW MANAGER

ACCEPTED BY: _____ DATE _____
DEVELOPMENT REVIEW MANAGER

CERTIFICATE OF APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR

ACCEPTED BY: _____ DATE _____
COMMUNITY DEVELOPMENT DIRECTOR

ACCEPTANCE

THIS ANNEXATION MAP WAS ACCEPTED BY THE CITY OF GREELEY, WELD COUNTY, COLORADO AND THE TERRITORY THEREIN DESIGNATED AND MADE A PART OF THE CITY OF GREELEY, AND INCLUDED WITHIN THE LIMITS AND JURISDICTION THEREON

THIS _____ DAY OF _____, 2025.

ATTEST: _____
CITY CLERK MAYOR

ORDINANCE NO. _____

PLANNING COMMISSION RECOMMENDATION

RECOMMENDED / NOT RECOMMENDED BY THE CITY OF GREELEY PLANNING COMMISSION, THIS _____ DAY

OF _____, 20____.

WILLOW VISTA ANNEXATION NO. 2	
CONTIGUOUS BOUNDARY (L.F.)	2438.39
TOTAL BOUNDARY PERIMETER (L.F.)	7808.42
PERCENTAGE OF CITY BOUNDARY CONTIGUITY	31%
1/6 OF PERIMETER (L.F.)	1301.40
ANNEXATION RATIO (1 to X)	3.20
TOTAL LAND AREA (Acres)	74.71



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
UPDATE BOUNDARY SR	8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY SR	12/18/2024
UPDATE TITLE COMMITMENT SR	01/10/2025
ADDRESS COMMENTS & UPDATE BOUNDARY SR	04/14/2025
ADDRESS COMMENTS SR	06/02/2025
ADDRESS COMMENTS SR	06/30/2025

DRAWN BY: SR	SCALE: AS SHOWN	DATE: 6/26/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 1 OF 2

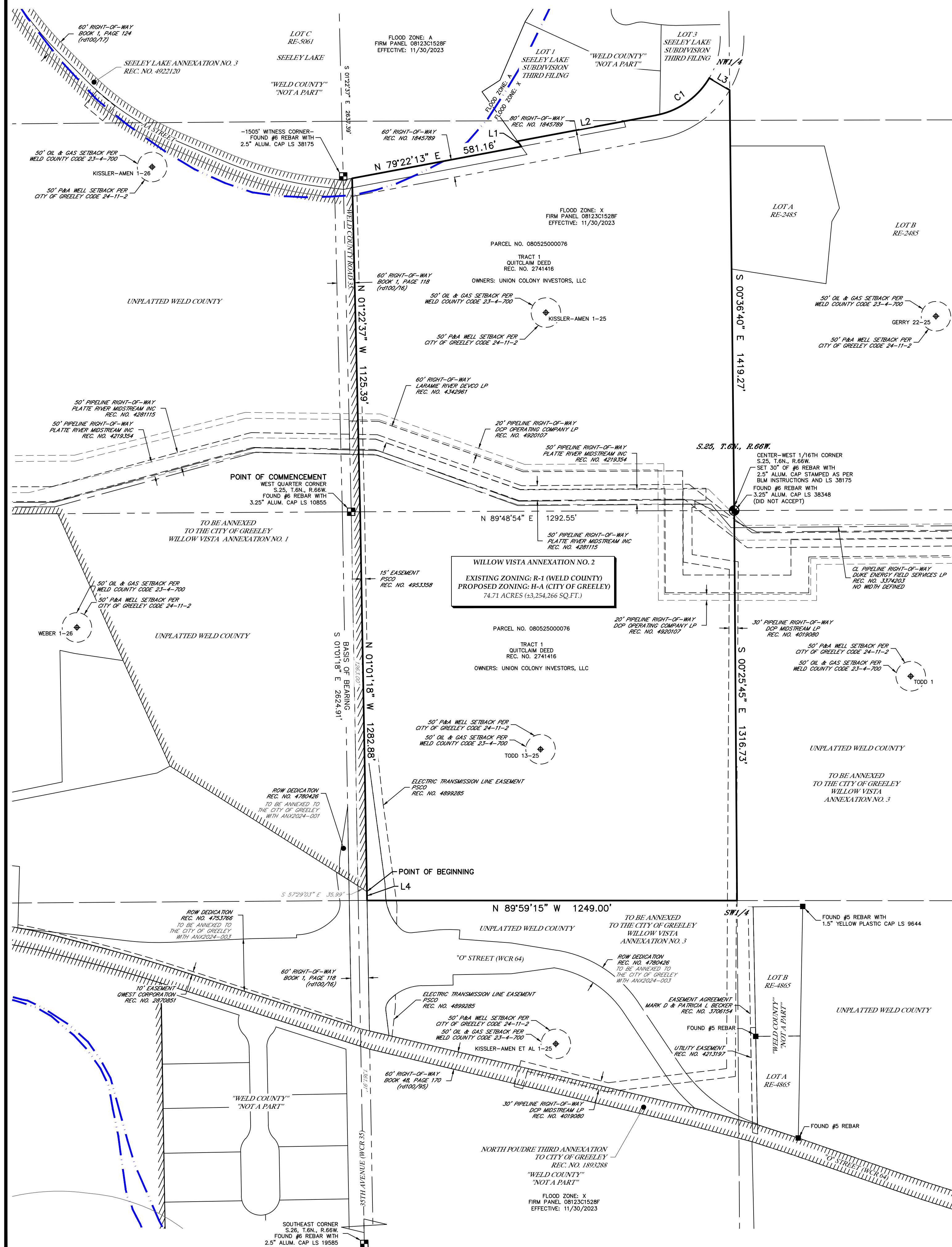
ANNEXATION MAP
WILLOW VISTA
S.25, T.6N., R.66W.
2201 N. 35TH AVE
BAESSLER DEVELOPMENT, LLC

WILLOW VISTA ANNEXATION NO.2

PART OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

74.71 ACRES

PROJECT NUMBER: ANX2024-0002

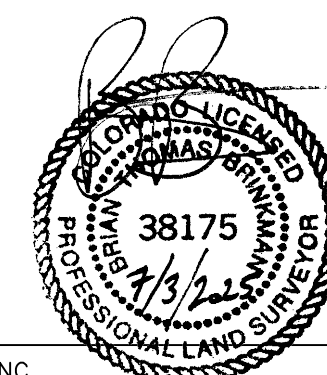


CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	225.52	265.00	48°45'33"	N 54°59'27" E	218.77

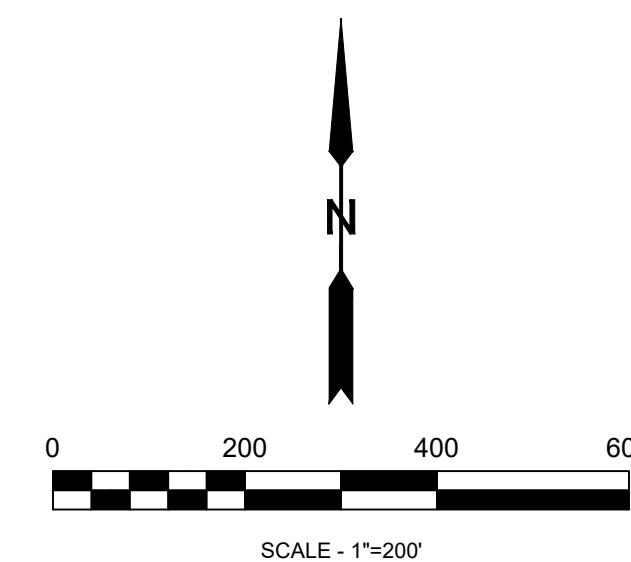
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 55°40'59" W	22.08
L2	N 79°22'13" E	476.27
L3	S 59°23'19" E	80.00
L4	N 01°01'18" W	30.11

LEGEND

---	SECTION LINE	■	ALIQUOT MONUMENT AS DESCRIBED
---	SECTION LINE FRACTIONAL	■	FOUND MONUMENT AS DESCRIBED
---	BOUNDARY LINE	○	CALCULATED POSITION
---	ADJACENT PARCEL LINE	●	WELL HEAD
---	RIGHT-OF-WAY LINE	⊕	PLUGGED & ABANDONED WELL
---	EASEMENT LINE		
---	FLOOD ZONE BOUNDARY		
---	BALD EAGLE ROOST SITE BOUNDARY (RULE 309.e.1)		
---	CURRENT LIMITS OF THE CITY OF GREELEY		



BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175



SHEET SIZE: 24X36



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
UPDATE BOUNDARY	SR 8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR 12/18/2024
UPDATE TITLE COMMITMENT	SR 01/10/2025
ADDRESS COMMENTS & UPDATE BOUNDARY	SR 04/14/2025
ADDRESS COMMENTS	SR 06/02/2025
ADDRESS COMMENTS	SR 06/30/2025

DRAWN BY: SR
CHECKED BY: BTB

ANNEXATION MAP
WILLOW VISTA
S.25, T.6N., R.66W.
2201 N. 35TH AVE
BAESSLER DEVELOPMENT, LLC

SCALE: AS SHOWN
DATE: 6/26/2024
PROJECT #: 2024160
SHEET: 2 OF 2



Council Agenda Summary

July 15, 2025

Key Staff Contact: Katelyn Puga, Planner III

Title:

Resolution finding substantial compliance with State Annexation laws for the properties collectively known as ANX2024-0003, Willow Vista Annexation No. 3, located generally south of Weld County Road 66 and north of Weld County Road 64 and east of Weld County Road 35, into the City of Greeley. The subject site is comprised of 84.40 acres.

Summary:

The property owner, Union Colony Investors LLC and applicant Baessler Homes, have petitioned the City to annex a total of 222.4 acres of unincorporated property, including the rights-of-way of Weld County Road 35 and AA Street, known as the Willow Vista No. 1, No. 2, and No. 3 annexations. The annexations consist of four parcels: Parcel No. 080526000035, Parcel No. 080525000076, Parcel No. 080525000077, and a portion of rights-of-way located on Parcel No. 080526000048. The annexation includes the rights-of-way for the round-about and detention ponds at O Street and CR 35.

City staff requests that the City Council adopt the resolution finding substantial compliance with State Annexation laws for the properties, and set the public hearing for September 2, 2025.

Fiscal Impact:

City staff anticipate minimal immediate financial impacts associated with the annexation, aside from potential considerations for emergency response and maintenance of rights-of-way. The current zoning proposal includes only Holding Agriculture (H-A) zoning.

Legal Issues:

Consideration of this matter is a legislative process which includes the following public hearing steps:

1. City staff presentation (if requested)
2. Council questions of staff
3. Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4. Council discussion
5. Council decision

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

Decision Options:

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a certain date.

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 33, 2025 with Exhibit A

CITY OF GREELEY, COLORADO

RESOLUTION NO. 33, 2025

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH STATE ANNEXATION LAWS FOR PROPERTY KNOWN AS “WILLOW VISTA ANNEXATION NO. 3,” LOCATED GENERALLY SOUTH OF WELD COUNTY ROAD 66 AND NORTH OF WELD COUNTY ROAD 64 AND EAST OF WELD COUNTY ROAD 35, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 84.40 ACRES.

WHEREAS, Union Colony Investors, LLC has submitted an annexation petition to the City of Greeley for annexation of property located generally South of Weld County Road 66 and North of Weld County Road 64 and East of Weld County Road 35, more particularly described in the attached Exhibit A;

WHEREAS, the City of Greeley staff has found the annexation petition to be in substantial compliance with C.R.S. §§ 31-12-101, *et seq.*; and

WHEREAS, City staff desires that the City Council establish a date, time, and place to hold a hearing to determine if the proposed annexation complies with C.R.S. § 31-12-107(1), or such parts thereof, to establish eligibility for annexation to the City of Greeley; and

WHEREAS, the City Clerk shall deliver notice and publish the date, time, and place for said hearing;

NOW THEREFORE, BE IT RESOLVED BY THE GREELEY CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

1. The annexation petition is found to substantially comply with C.R.S. § 31-12-107(1).
2. The public hearing for consideration of the proposed annexation petition is hereby set for September 2, 2025, at the City Council Chambers, City Center - South, 1001 11th Avenue, Greeley, Colorado, during a regular City Council meeting beginning at 6:00 p.m.
3. The City Clerk is hereby authorized to publish and notify required parties pursuant to the procedures set forth in C.R.S. §31-12-108(2).
4. This resolution shall become effective immediately upon its passage.

PASSED, AND ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2025.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

PETITION FOR ANNEXATION

Willow Vista Annexation No. 3

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF GREELEY,
COLORADO:

The undersigned, in accordance with Title 31, Article 12, Chapters 101 et. seq., Colorado Revised Statutes, 1973, as amended, hereby petition the City Council of the City of Greeley for annexation to the City of Greeley of the territory described herein and described and shown on the map designated, "Willow Vista Annexation No. 3." The applicable number of said map (at least four) are submitted herewith and by this reference are incorporated herein. The description of the territory hereby petitioned for annexation to the City of Greeley is set forth in Exhibit A attached hereto and incorporated herein by reference.

In support of this petition, the Petitioner(s) allege(s) that:

1. It is desirable and necessary that the above-described territory be annexed to the City of Greeley.
2. The requirements of Section 31-12-104 and 31-12-105 of the Colorado Revised Statutes exist or have been met in that:
 - A. Not less than one-sixth ($1/6$) of the perimeter of the area proposed to be annexed is contiguous with the City of Greeley.
 - B. A community of interest exists between the territory proposed to be annexed and The City of Greeley.
 - C. The territory sought to be annexed is urban or will be urbanized in the near future.
 - D. The territory sought to be annexed is integrated or is capable of being integrated with the City of Greeley.
3. In establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has/have been divided into separate parts or parcels of real estate without the written consent of the land owner or land owners thereof, except and unless where such tracts or parcels are already separated by a dedicated street, road, or other public way.
4. In establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or

more contiguous tracts or parcels of real estate comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon have an assessed valuation in excess of \$200,000 for ad valorem tax purposes for the year next preceding the filing of the written petition for annexation, has/have been included within the territory proposed to be annexed without the written consent of the land owner or land owners.

5. The territory proposed to be annexed does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Greeley was held within the twelve months preceding the filing of this petition.

6. The territory proposed to be annexed does not include any area included in another annexation proceeding involving a city other than the City of Greeley.

7. The territory proposed to be annexed is not presently a part of any incorporated city, city and county, or town.

8. The property owned by each petitioner is described on each separate signature sheet and, when needed, described more fully in the exhibits attached hereto and incorporated herein by reference.

9. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the land owners and owning more than fifty percent (50%) of the property, excluding public streets and alleys, and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.

Accompanying this petition are **the original and four copies of an annexation plat map** containing the following information:

A. A written legal description of the boundaries of the area proposed to be annexed.

B. A map showing the boundary of the area proposed to be annexed.

C. Within the annexation boundary map, an identification of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the

boundaries and the plat numbers of plots or of lots and blocks. Also within the boundary map, identification of any special districts the area proposed to be annexed may be part of.

D. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the annexing municipality and the contiguous boundary of any other municipality abutting the area proposed to be annexed. E. A surveyor's certificate prepared by a registered land surveyor that attests to the preparation of the map and certifies at least one-sixth (1/6) contiguity to the City of Greeley.

F. Acceptance block describing the acceptance action of the City of Greeley in form and substance as provided in Appendix A of the Subdivision Regulations of the City of Greeley and providing for the effective date and City Clerk and Mayor attest signatures.

10. Except as otherwise provided, no part of the territory sought to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will become effective.

11. As an expressed condition of annexation, land owner(s) consent(s) to inclusion into the Northern Colorado Water Conservancy District and the municipal subdistrict pursuant to Section 37-45-136 (3.6) C.R.S. Land owner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, land owner's (s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of land owner's(s') lands. Land owner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Land owner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

THEREFORE, the undersigned respectfully petition(s) and requests the City Council of the City of Greeley, to approve annexation of the territory described and referred to in Exhibit A to the City of Greeley in accordance with and pursuant to the statutes of the State of Colorado.

Land Owner(s) Name(s) and Signature(s) Mailing Address Date of Signing

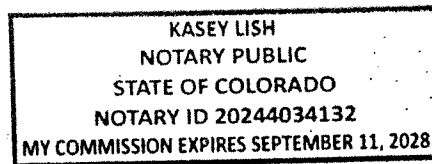
Union Colony Investors, LLC; By John M. Todd

John M. Todd 6/14/25
 Subscribed and sworn to before me this 4th day of June, 2025, by
Kasey Lish John M. Todd KL

Witness my hand and official seal.

My commission expires: 9/11/2028

Kasey Lish
 Notary Public



Land Owned

Property Description – WILLOW VISTA ANNEXATION NO. 3

AN AREA OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4) AND THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2SW1/4) OF SECTION TWENTY-FIVE (25) AND A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2SE1/4) OF SECTION TWENTY-SIX (26) OF TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 25 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 25 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 25 A DISTANCE OF 1263.00 FEET TO THE SOUTH LINE OF WILLOW VISTA ANNEXATION NO. 1 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 57°29'03" EAST ALONG SAID SOUTH LINE A DISTANCE OF 35.99 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 35 AND THE WEST LINE OF WILLOW VISTA ANNEXATION NO. 2;

THENCE ALONG THE WEST, SOUTH AND EAST LINES OF SAID WILLOW VISTA ANNEXATION NO. 2 BY THE FOLLOWING THREE (3) COURSES AND DISTANCES:

THENCE SOUTH 01°01'18" EAST A DISTANCE OF 30.11 FEET;
THENCE SOUTH 89°59'15" EAST A DISTANCE OF 1249.00 FEET;
THENCE NORTH 00°25'45" WEST A DISTANCE OF 1316.73 FEET TO THE NORTH LINE OF THE E1/2SW1/4 OF SAID SECTION 25;
THENCE NORTH 89°48'54" EAST ALONG SAID NORTH LINE A DISTANCE OF 1292.55 FEET TO THE EAST LINE OF THE E1/2SW1/4 OF SAID SECTION 25;
THENCE SOUTH 00°09'33" WEST ALONG SAID EAST LINE A DISTANCE OF 2384.66 FEET TO THE NORTHERLY LINE OF NORTH POUDRE THIRD ANNEXATION RECORDED JUNE 1, 1982 AT RECEPTION NO. 1893288;

THENCE ALONG SAID NORTHERLY LINE BY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

THENCE NORTH 84°11'41" WEST A DISTANCE OF 140.20 FEET;
THENCE NORTH 83°41'51" WEST A DISTANCE OF 117.83 FEET;
THENCE NORTH 82°40'36" WEST A DISTANCE OF 53.88 FEET;
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THENCE NORTH 79°31'53" WEST A DISTANCE OF 99.29 FEET;
THENCE NORTH 76°43'57" WEST A DISTANCE OF 39.23 FEET;
THENCE NORTH 74°22'29" WEST A DISTANCE OF 40.06 FEET;
THENCE NORTH 72°18'17" WEST A DISTANCE OF 116.09 FEET;
THENCE NORTH 70°55'50" WEST A DISTANCE OF 226.98 FEET;
THENCE NORTH 70°54'29" WEST A DISTANCE OF 229.11 FEET TO THE EAST LINE OF LOT A, RE-4865 RECORDED JANUARY 14, 2009 AT RECEPTION NO. 3599465;

THENCE ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID LOT A. RE-4865 BY THE FOLLOWING THREE (3) COURSES AND DISTANCES:

THENCE NORTH 01°07'12" EAST A DISTANCE OF 781.84 FEET;
THENCE SOUTH 89°29'42" WEST A DISTANCE OF 167.62 FEET;
THENCE SOUTH 01°09'18" EAST A DISTANCE OF 735.78 FEET TO THE NORTHERLY LINE OF SAID NORTH POUDRE THIRD ANNEXATION;

THENCE ALONG SAID NORTHERLY LINE BY THE FOLLOWING SIX (6) COURSES AND DISTANCES:

THENCE NORTH 75°15'33" WEST A DISTANCE OF 221.20 FEET;
THENCE NORTH 76°37'18" WEST A DISTANCE OF 1157.63 FEET TO THE WEST LINE OF THE SW1/4 OF SAID SECTION 25;
THENCE NORTH 70°33'44" WEST A DISTANCE OF 32.03 FEET TO THE SOUTH LINE OF THAT AREA OF LAND DESCRIBED IN RIGHT-OF-WAY DEDICATION RECORDED SEPTEMBER 8, 2021 AT RECEPTION NUMBER 4753766 IN THE RECORDS OF WELD COUNTY;

THENCE ALONG THE SOUTHERLY AND NORTHERLY LINES OF SAID RIGHT-OF-WAY DEDICATION BY THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

THENCE NORTH 72°16'19" WEST A DISTANCE OF 666.69 FEET TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 202.00 FEET, SAID CURVE HAS A RADIUS OF 3436.95 FEET, A DELTA ANGLE OF 03°22'03", AND IS SUBTENDED BY A CHORD BEARING NORTH 74°01'46" WEST A DISTANCE OF 201.97 FEET;

THENCE NORTH 75°30'21" WEST A DISTANCE OF 185.48 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 115.09 FEET, SAID CURVE HAS A RADIUS OF 1421.58 FEET, A DELTA ANGLE OF 04°38'18", AND IS SUBTENDED BY A CHORD BEARING NORTH 78°07'58" WEST A DISTANCE OF 115.06 FEET;

THENCE SOUTH 83°21'20" EAST A DISTANCE OF 369.32 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 141.63 FEET, SAID CURVE HAS A RADIUS OF 880.00 FEET, A DELTA ANGLE OF 09°13'17", AND IS SUBTENDED BY A CHORD BEARING SOUTH 87°57'59" EAST A DISTANCE OF 141.48 FEET;

THENCE NORTH 87°25'23" EAST A DISTANCE OF 279.38 FEET;

THENCE NORTH 88°57'02" EAST A DISTANCE OF 148.75 FEET;

THENCE NORTH 01°02'58" WEST A DISTANCE OF 10.00 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 143.51 FEET, SAID CURVE HAS A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 45°40'49", AND IS SUBTENDED BY A CHORD BEARING NORTH 66°06'37" EAST A DISTANCE OF 139.74 FEET TO A POINT OF COMPOUND CURVE (PCC);

THENCE ALONG THE ARC OF A COMPOUND CURVE CONCAVE TO THE WEST A DISTANCE OF 61.37 FEET, SAID CURVE HAS A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 50°14'00", AND IS SUBTENDED BY A CHORD BEARING NORTH 18°09'12" EAST A DISTANCE OF 59.42 FEET;

THENCE NORTH 06°57'48" WEST A DISTANCE OF 70.73 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 27.87 FEET, SAID CURVE HAS A RADIUS OF 380.00 FEET, A DELTA ANGLE OF 04°12'09", AND IS SUBTENDED BY A CHORD BEARING NORTH 04°51'43" WEST A DISTANCE OF 27.87 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS TRACT 4 IN QUIT CLAIM DEED RECORDED DECEMBER 30, 1999 AT RECEPTION NO. 2741416 IN THE RECORDS OF WELD COUNTY AND TO THE SOUTH LINE OF WILLOW VISTA ANNEXATION NO. 1;

THENCE SOUTH 57°29'03" EAST ALONG SAID SOUTH LINE A DISTANCE OF 85.12 FEET TO THE **POINT OF BEGINNING**.

SAID AREA OF LAND CONTAINS 84.40 ACRES (+/-3,676,353 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Kasey Lish being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.


(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 4 day of June, 2025, by Kasey Lish.

Witness my hand and official seal.

My commission expires: 6/17/2027

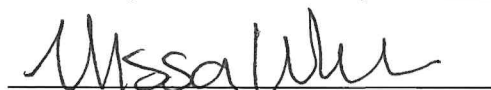

Notary Public



EXHIBIT A**PROPERTY DESCRIPTION – WILLOW VISTA ANNEXATION NO. 3**

AN AREA OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4) AND THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2SW1/4) OF SECTION TWENTY-FIVE (25) AND A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2SE1/4) OF SECTION TWENTY-SIX (26) OF TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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 THENCE NORTH 89°48'54" EAST ALONG SAID NORTH LINE A DISTANCE OF 1292.55 FEET TO THE EAST LINE OF THE E1/2SW1/4 OF SAID SECTION 25;
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WILLOW VISTA ANNEXATION NO.3

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25 AND A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26 , TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

84.40 ACRES

PROJECT NUMBER: ANX2024-0003

PROPERTY DESCRIPTION – WILLOW VISTA ANNEXATION NO. 3:

AN AREA OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4) AND THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2SW1/4) OF SECTION TWENTY-FIVE (25) AND A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2SE1/4) OF SECTION TWENTY-SIX (26) OF TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 75°15'33" WEST A DISTANCE OF 221.20 FEET;
THENCE NORTH 76°37'18" WEST A DISTANCE OF 1157.63 FEET TO THE WEST LINE OF THE SW1/4 OF SAID SECTION 25;
THENCE NORTH 70°33'44" WEST A DISTANCE OF 32.03 FEET TO THE SOUTH LINE OF THAT AREA OF LAND DESCRIBED IN RIGHT-OF-WAY DEDICATION RECORDED SEPTEMBER 8, 2021 AT RECEPTION NUMBER 4753766 IN THE RECORDS OF WELD COUNTY;

THENCE ALONG THE SOUTHERLY AND NORTHERLY LINES OF SAID RIGHT-OF-WAY DEDICATION BY THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

THENCE NORTH 72°16'19" WEST A DISTANCE OF 666.69 FEET TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 202.00 FEET, SAID CURVE HAS A RADIUS OF 3436.95 FEET, A DELTA ANGLE OF 03°22'03", AND IS SUBTENDED BY A CHORD BEARING NORTH 74°01'46" WEST A DISTANCE OF 201.97 FEET;

THENCE NORTH 75°30'21" WEST A DISTANCE OF 185.48 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 115.09 FEET, SAID CURVE HAS A RADIUS OF 1421.58 FEET, A DELTA ANGLE OF 04°38'18", AND IS SUBTENDED BY A CHORD BEARING NORTH 78°07'58" WEST A DISTANCE OF 115.06 FEET;

THENCE SOUTH 83°21'20" EAST A DISTANCE OF 369.32 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 141.63 FEET, SAID CURVE HAS A RADIUS OF 880.00 FEET, A DELTA ANGLE OF 09°13'17", AND IS SUBTENDED BY A CHORD BEARING SOUTH 87°57'59" EAST A DISTANCE OF 141.48 FEET;

THENCE NORTH 87°25'23" EAST A DISTANCE OF 279.38 FEET;
THENCE NORTH 88°57'02" EAST A DISTANCE OF 148.75 FEET;
THENCE NORTH 01°02'58" WEST A DISTANCE OF 10.00 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 143.51 FEET, SAID CURVE HAS A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 45°40'49", AND IS SUBTENDED BY A CHORD BEARING NORTH 66°06'37" EAST A DISTANCE OF 139.74 FEET TO A POINT OF COMPOUND CURVE (PCC);

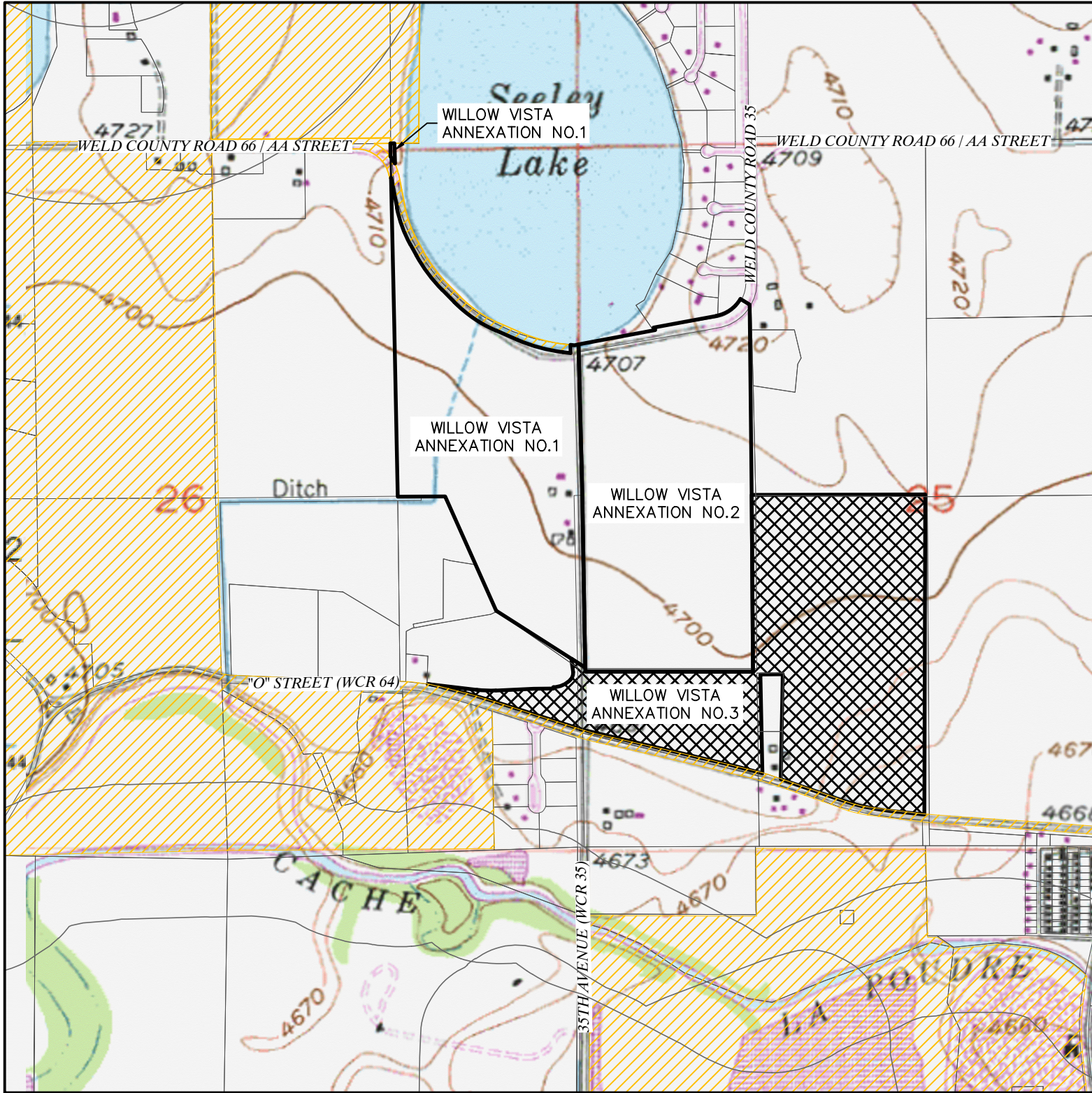
THENCE ALONG THE ARC OF A COMPOUND CURVE CONCAVE TO THE WEST A DISTANCE OF 61.37 FEET, SAID CURVE HAS A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 50°14'00", AND IS SUBTENDED BY A CHORD BEARING NORTH 18°09'12" EAST A DISTANCE OF 59.42 FEET;

THENCE NORTH 06°57'48" WEST A DISTANCE OF 70.73 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 27.87 FEET, SAID CURVE HAS A RADIUS OF 380.00 FEET, A DELTA ANGLE OF 04°12'09", AND IS SUBTENDED BY A CHORD BEARING NORTH 04°51'43" WEST A DISTANCE OF 27.87 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS TRACT 4 IN QUIT CLAIM DEED RECORDED DECEMBER 30, 1999 AT RECEPTION NO. 2741416 IN THE RECORDS OF WELD COUNTY AND TO THE SOUTH LINE OF WILLOW VISTA ANNEXATION NO. 1;

THENCE SOUTH 57°29'03" EAST ALONG SAID SOUTH LINE A DISTANCE OF 85.12 FEET TO THE POINT OF BEGINNING.

SAID AREA OF LAND CONTAINS 84.40 ACRES (+/-3,676.353 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.



VICINITY MAP

SCALE - 1"=1000'

VICINITY LEGEND



SURVEYOR'S NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATE SHOWN HEREON. (13-80-105 C.R.S.)

2. BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, T.6., R.66W., AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

3. THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY BY LAT40°, INC. IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE EXISTING GREELEY TOWN LIMITS

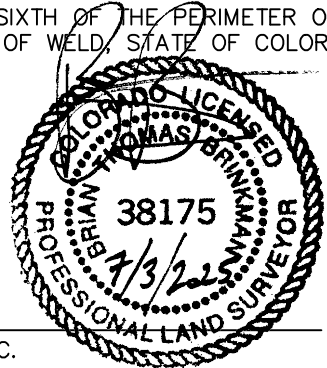
4. THE AREA OF ANNEXATION IS WITHIN THE FOLLOWING SPECIAL DISTRICTS:

- EATON FIRE PROTECTION DISTRICT
- EATON RE-2 SCHOOL DISTRICT
- EATON AREA PARK AND RECREATION DISTRICT
- NORTH WELD COUNTY WATER DISTRICT
- WEST GREELEY CONSERVATION DISTRICT
- HIGH PLAINS LIBRARY DISTRICT

SURVEYOR'S STATEMENT

I, BRIAN T. BRINKMAN, A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS MAP OF LAND PROPOSED TO BE ANNEXED TO THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO WAS PREPARED UNDER MY DIRECT SUPERVISION FROM EXISTING DOCUMENTS OF RECORD, AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

I FURTHER STATE THAT NOT LESS THAN ONE-SIXTH OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED IS CONTIGUOUS TO THE BOUNDARY OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.



BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175

OWNER

BY: _____ AS: _____

NOTARIAL CERTIFICATE

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____.

BY: _____ AS: _____

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

CERTIFICATE OF APPROVAL OF THE DEVELOPMENT REVIEW MANAGER

ACCEPTED BY: _____ DATE _____
DEVELOPMENT REVIEW MANAGER

CERTIFICATE OF APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR

ACCEPTED BY: _____ DATE _____
COMMUNITY DEVELOPMENT DIRECTOR

ACCEPTANCE

THIS ANNEXATION MAP WAS ACCEPTED BY THE CITY OF GREELEY, WELD COUNTY , COLORADO AND THE TERRITORY THEREIN DESIGNATED AND MADE A PART OF THE CITY OF GREELEY, AND INCLUDED WITHIN THE LIMITS AND JURISDICTION THEREON

THIS _____ DAY OF _____, 2025.

ATTEST: _____ MAYOR
CITY CLERK

ORDINANCE NO. _____

PLANNING COMMISSION RECOMMENDATION

RECOMMENDED / NOT RECOMMENDED BY THE CITY OF GREELEY PLANNING COMMISSION, THIS _____ DAY

OF _____, 20____.

WILLOW VISTA ANNEXATION NO. 3	
CONTIGUOUS BOUNDARY (L.F.)	6403.77
TOTAL BOUNDARY PERIMETER (L.F.)	13018.85
PERCENTAGE OF CITY BOUNDARY CONTIGUITY	49%
1/6 OF PERIMETER (L.F.)	2169.81
ANNEXATION RATIO (1 to X)	2.03
TOTAL LAND AREA (Acres)	84.40

SHEET SIZE: 24X36



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

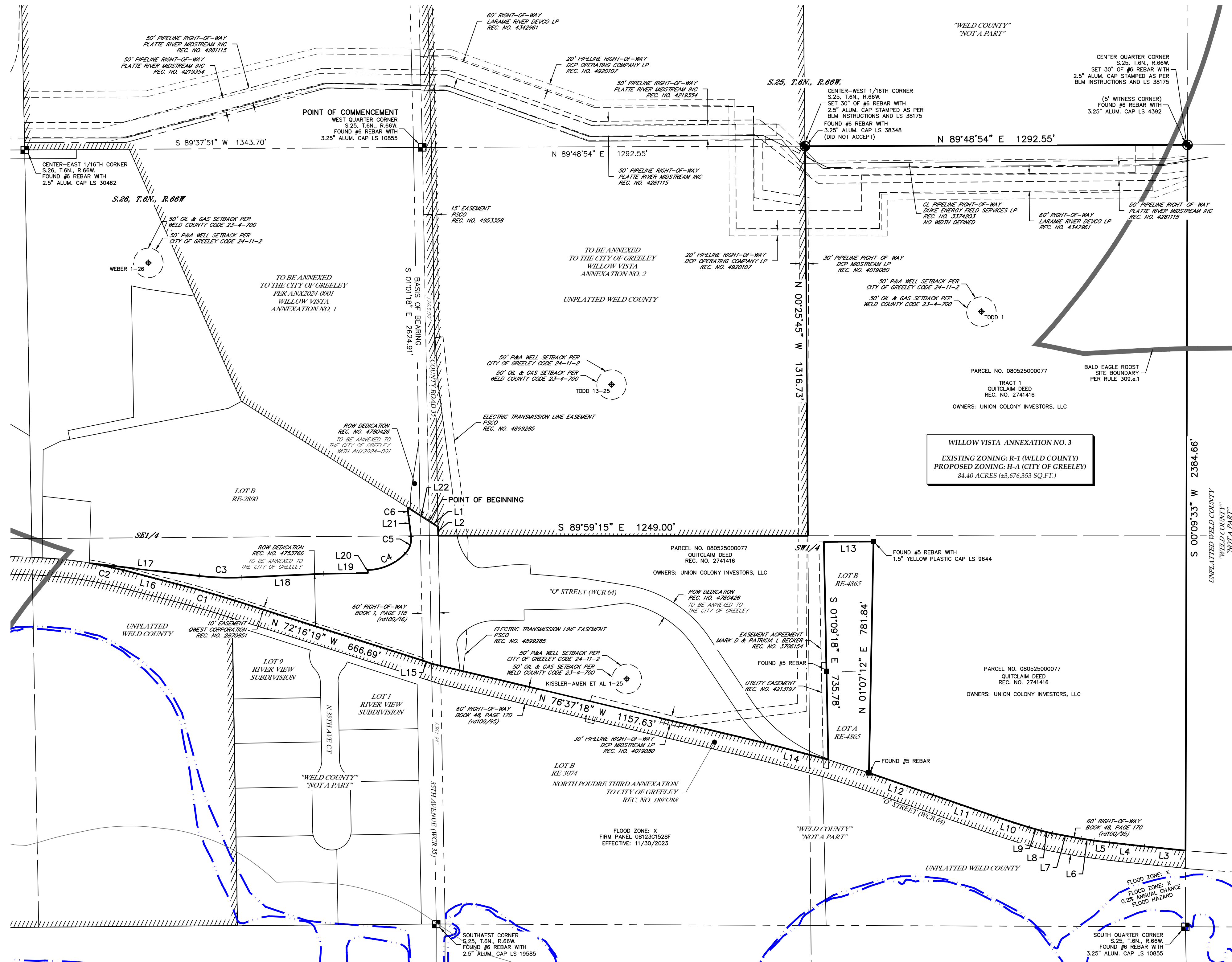
REVISIONS	
DESCRIPTION:	DATE:
UPDATE BOUNDARY	SR 8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR 12/18/2024
UPDATE TITLE COMMITMENT	SR 01/10/2025
ADDRESS COMMENTS & UPDATE BOUNDARY	SR 04/14/2025
ADDRESS COMMENTS	SR 06/02/2025
ADDRESS COMMENTS	SR 06/30/2025

DRAWN BY: SR	SCALE: AS SHOWN	DATE: 6/26/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 1 OF 2

ANNEXATION MAP
WILLOW VISTA
S.25 & S.26, T.6N., R.66W.
2201 N. 35TH AVE
BAESSLER DEVELOPMENT, LLC

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE
EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25 AND A PART OF THE EAST
HALF OF THE SOUTHEAST QUARTER OF SECTION 26 , TOWNSHIP 6 NORTH, RANGE 66
WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

84.40 ACRES
PROJECT NUMBER: ANX2024-0003

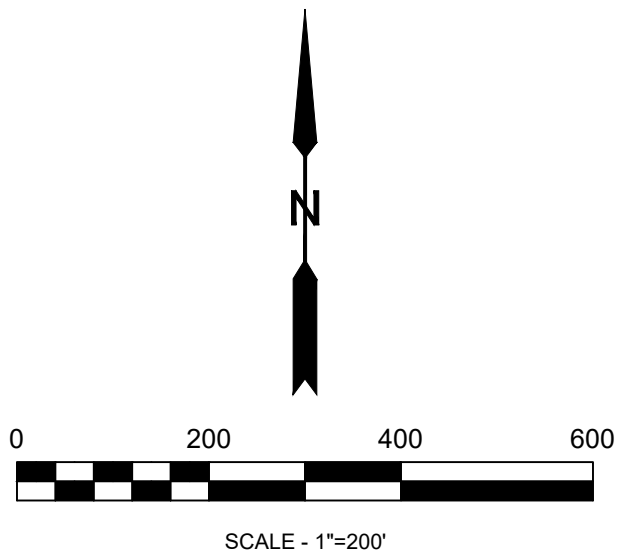


CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	202.00'	3436.95'	03°22'03"	N 74°01'46" W	201.97'
C2	115.09'	1421.58'	04°38'18"	N 78°07'58" W	115.06'
C3	141.63'	880.00'	09°13'17"	S 87°57'59" E	141.48'
C4	143.51'	180.00'	45°40'49"	N 66°06'37" E	139.74'
C5	61.37'	70.00'	50°14'00"	N 18°09'12" E	59.42'
C6	27.87'	380.00'	04°12'09"	N 04°51'43" W	27.87'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 57°29' 03" E	35.59
L2	S 01°01' 18" E	30.11
L3	N 84°11' 41" W	140.20
L4	N 83°41' 51" W	117.83
L5	N 24°03' 01" W	53.88
L6	N 81°34' 50" W	44.11
L7	N 79°31' 53" W	99.29
L8	N 76°43' 57" W	39.23
L9	N 42°22' 07" W	40.66
L10	N 72°18' 17" W	116.09
L11	N 70°55' 50" W	226.98
L12	N 70°54' 29" W	229.11
L13	N 89°19' 09" W	167.82
L14	N 75°15' 33" W	221.20
L15	N 70°33' 44" W	32.03
L16	N 75°30' 21" W	185.48
L17	S 33°12' 01" E	369.32
L18	N 87°25' 23" E	279.38
L19	N 88°57' 02" E	148.75
L20	N 01°02' 58" W	10.00
L21	N 69°59' 01" W	70.23
L22	S 57°29' 03" E	85.12

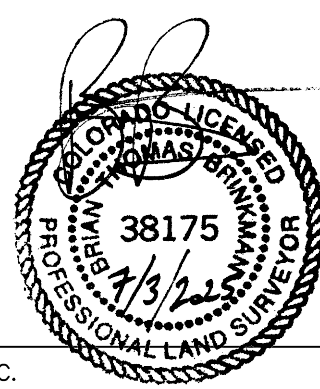
LEGEND

— — — — —	SECTION LINE		ALIQUOT MONUMENT AS DESCRIBED
— — — — —	SECTION LINE FRACTIONAL		FOUND MONUMENT AS DESCRIBED
— — — — —	BOUNDARY LINE		CALCULATED POSITION
— — — — —	ADJACENT PARCEL LINE		WELL HEAD
— — — — —	RIGHT-OF-WAY LINE		PLUGGED & ABANDONED WELL
— — — — —	EASEMENT LINE		
	FLOOD ZONE BOUNDARY		
	BALD EAGLE ROOST SITE BOUNDARY (RULE 309.e.1)		
	CURRENT LIMITS OF THE CITY OF GREELEY		



SHEET SIZE: 24X36

BRIAN T. BRINKMAN—ON BEHALF OF LAT40*, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS		
DESCRIPTION:		DATE:
UPDATE BOUNDARY	SR	8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR	12/18/2024
UPDATE TITLE COMMITMENT	SR	01/10/2025
ADDRESS COMMENTS & UPDATE BOUNDARY	SR	04/14/2025
ADDRESS COMMENTS	SR	06/02/2025
ADDRESS COMMENTS	SR	06/30/2025

ANNEXATION MAP WILLOW VISTA S.25 & S.26, T.6N., R.66W. 2201 N. 35TH AVE BAESSLER DEVELOPMENT, LLC		
DRAWN BY: SR	SCALE: AS SHOWN	DATE: 6/26/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 2 OF 2



Item 19: Council Agenda Summary

Title:

Pulled Consent Agenda Items

Summary:

Pulled Consent Agenda items will be considered in the order they appeared on the consent agenda.



Council Agenda Summary

July 15, 2025

Key Staff Contact: Jeff Woeber, Planner III

Title:

Continued public hearing and second reading ordinance changing the official zoning map of the City of Greeley, Colorado, to establish a Planned Unit Development (PUD) for approximately 49.056 acres located at the Northwest corner of 71st Avenue and 25th Street (Village at Greeley)

Summary:

The subject property is zoned H-A (Holding Agriculture), which, according to the Greeley Development Code, are properties that are either being used for agricultural purposes or have little or no immediate development potential. Staff notes that with the development to the north (Homestead Heights, subdivided in 2015) and to the south (Westgate, subdivided in 2021), the potential for development has changed significantly since the H-A zoning was established. Under the current H-A zoning, the uses allowed in the Greeley Development Code are fairly limited, with very low density due to a minimum allowable lot area of 40 acres. Commercial type uses are extremely limited in H-A as well.

On May 6, 2025, the Village at Greeley PUD was continued, as there was a request for additional information and clarification on "Build to Rent" (BTR) development. City Council asked staff to have a work session on Build to Rent (BTR) prior to the July 15 rescheduled date. However, after staff and CAO discussion it was decided this was not advisable due to open meeting/ex parte issues etc. Staff has provided an addendum and additional materials from the applicant in regards to BTR as attachments.

Staff is requesting Council approval of the Village at Greeley PUD (PUD2024-0001).

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

No Impact.

Legal Issues:

Consideration of this matter is a quasi-judicial process which includes the following public hearing steps:

1. City staff presentation
2. Council questions of staff
3. Applicant presentation
4. Council questions of applicant
5. Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
6. Rebuttal, if requested
7. Council discussion
8. Council decision

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

Housing For All

Quality of Life

Safe and Secure Communities

Decision Options:

1. Adopt the ordinance as presented; or
2. Amend the ordinance and adopt as amended; or
3. Deny the ordinance; or
4. Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

1. Ordinance No. 4, 2025 with Appendix A
2. PC Summary Report
3. Vicinity & Zoning Map
4. Plan Set
5. Neighbor Comment Letters
6. Neighborhood Notification Boundary Map
7. Project Narrative from Applicant
8. Planning Commission Minutes 01.14.25
9. Staff Addendum
10. Item 20 - Staff Presentation
11. Item 20 - Applicant Presentation

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 4, 2025
CASE NO. PUD2024-0001**

**AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY,
COLORADO, TO ESTABLISH A PLANNED UNIT DEVELOPMENT (PUD) FOR
APPROXIMATELY 49.056 ACRES LOCATED AT THE NORTHWEST CORNER OF 71ST
AVENUE AND 25TH STREET**

BE IT ORDAINED BY THE CITY COUNCIL OF GREELEY, COLORADO:

Section 1. The following described property located in the City of Greeley is hereby established a PUD (PLANNED UNIT DEVELOPMENT) in the City of Greeley, County of Weld, State of Colorado:

Legal Description

See Appendix A, attached hereto, and incorporated herein.

Section 2. The boundaries of the pertinent zoning districts as shown on the official zoning map are hereby changed so as to accomplish the above-described zoning changes, and the Mayor and City Clerk are hereby authorized and directed to sign and attest an entry which shall be made on the official zoning map to reflect this change.

Section 3. This ordinance shall become effective five (5) days after its final publication as provided by the Greeley City Charter.

**PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF
_____, 2025.**

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
**AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY,
COLORADO, TO ESTABLISH A PLANNED UNIT DEVELOPMENT (PUD) FOR
APPROXIMATELY 49.056 ACRES LOCATED AT THE NORTHWEST CORNER OF 71ST
AVENUE AND 25TH STREET**

LEGAL DESCRIPTION FOR REZONING AREA:

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER OF SAID SECTION 17, MONUMENTED WITH NO. 6 REBAR OF UNKNOWN LENGTH WITH AN ILLEGIBLE 3 ¼" ALUMINUM CAP;

THENCE S89°06'07"W, A DISTANCE OF 30.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 71ST AVENUE, MONUMENTED BY A NO. 4 REBAR OF UNKNOWN LENGTH WITH 1" YELLOW PLASTIC CAP STAMPED KSI LS 23098 AND POINT OF BEGINNING;

THENCE S00°30'05E, A DISTANCE OF 765.38 FEET ON SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF WESTGATE FIRST FILING, RECORDED AT RECEPTION NO. 4789621 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE, MONUMENTED WITH A NO. 5 REBAR OF UNKNOWN LENGTH WITH A 1 ¼" RED PLASTIC CAP STAMPED AZTEC PLS38258;

THENCE ON THE NORTHERLY LINES OF SAID WESTGATE FIRST FILING FOR THE FOLLOWING FOUR (4) COURSES;

1. S89°03'49"W, A DISTANCE OF 709.04 FEET TO A NO. 4 REBAR OF UNKNOWN LENGTH WITH 1" PURPLE CAP STAMPED NORTHERN PLS 38730;
2. S45°47'57"W, A DISTANCE OF 144.94 FEET TO A BENT NO. 4 REBAR OF UNKNOWN LENGTH;
3. N88°41'59"W, A DISTANCE OF 898.97 FEET TO A SET 24' NO. 5 REBAR WITH A 1 ¼" ORANGE PLASTIC CAP, STAMPED PLS 37911;
4. N89°26'33"W, A DISTANCE OF 908.86 FEET TO A NO. 5 REBAR OF UNKNOWN LENGTH WITH 2 ½" ALUMINUM CAP STAMPED D.B. & CO PLS 32435;

THENCE N00°52'54"W, A DISTANCE OF 807.67 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 17, MONUMENTED WITH NO. 6 REBAR OF UNKNOWN LENGTH WITH 3 ¼" ALUMINUM CAP STAMPED PLS 10855, 1997;

THENCE N89°06'07"E, A DISTANCE OF 2626.45 FEET ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17 TO THE POINT OF BEGINNING.
PARCEL CONTAINS 2,136,865 SQUARE FEET OR 49.056 ACRES, MORE OR LESS.

PLANNING COMMISSION SUMMARY

ITEM: Rezone 49.056 acres from an H-A (Holding Agriculture) Zoning District to a PUD (Planned Unit Development)

FILE NUMBER: PUD2024-0001

PROJECT: The Village at Greeley PUD

LOCATION: Northwest corner of the intersection of 71st Avenue and 25th Street

APPLICANT: Todd Hager on behalf of ENFR Management LLC

CASE PLANNER: Jeffrey Woeber, Planner III

PLANNING COMMISSION HEARING DATE: January 14, 2025

PLANNING COMMISSION FUNCTION:

The Planning Commission shall consider the staff report, along with testimony and comments made by the applicant and the public and shall then make a recommendation to the City Council regarding the application in the form of a finding based on the review criteria in Section 24-205(c) and 24-204(b) of the Development Code.

EXECUTIVE SUMMARY

The City of Greeley is considering an application for a Planned Unit Development (PUD) with two Planning areas. Two Planning Areas, both allowing for-lease single-family and duplex residential uses. The property is 49.056 acres in size and is located at the northwest corner of the intersection of 71st Avenue and 25th Street.

A. REQUEST

The applicant proposes to establish Planned Unit Development (PUD) zoning on 49.056 acres currently zoned H-A (Holding Agriculture). The Village at Greeley PUD includes two Planning Areas, to be on separate lots created by a future subdivision process. The Planning Areas will be bisected by a north-south extension of 74th Avenue. Planning Area 1 is 29.41 acres and Planning Area 2 is 17.18 acres in size. Both would allow residential uses, specifically single-family dwellings and duplexes. The project is a for-lease development, with residential units not on individual lots under separate ownership. The project will be managed and leased under a professional management company. The net density for Planning Area 1 is 9.9 dwelling units per acre, for Planning Area B is 10.47 units per acre.

Upon approval of the PUD, the development would require a Site Plan Review (SPR) and a subdivision process. An SPR involves review and approval of landscaping plans, outdoor lighting plans and other standards, required to comply with architectural and other specific

residential and nonresidential development standards as required by the PUD and *Greeley Development Code* as applicable.

B. STAFF RECOMMENDATION

Approval

C. LOCATION

Abutting Zoning

North: R-L (Residential Low Density)
South: PUD (Planned Unit Development)
East: R-E (Residential Estate)
West: H-A (Holding Agriculture)

Abutting Land Uses

North: Residential
South: Residential
East: 71st Avenue, Residential
West: City of Greeley Open Space Area

Site Characteristics:

The subject property is currently two separate metes and bounds parcels, each containing a residence and outbuildings (to be removed for the Village at Greeley project). It is relatively flat and has previously been used for agricultural purposes.

D. BACKGROUND

The subject property is zoned H-A (Holding Agriculture) which according to the Greeley Development Code are properties that are "...either being used for agricultural purposes or have little or no immediate development potential." Staff notes that with the development to the north (Homestead Heights, subdivided in 2015) and to the south (Westgate, subdivided in 2021), the potential for development has changed significantly since the H-A zoning was established.

Staff notes that under the current H-A zoning, the uses allowed in the Greeley Development Code are fairly limited, with very low density due to a minimum allowable lot area of 40 acres. Commercial type uses are extremely limited in H-A as well.

E. APPROVAL CRITERIA

Rezoning Review Criteria, Section 24-204(b):

1. The proposal is in accordance with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan.

Staff Comment: The subject area is identified as a "Suburban Neighborhood" on the Land Use Guidance Map in the *Imagine Greeley Comprehensive Plan*. The PUD proposal supports the vision for a Suburban Neighborhood, which are "Neighborhoods and residential subdivisions primarily

made up of single-family detached homes.” Special Considerations for Suburban Neighborhood areas include “opportunities to create a wider range of housing options.” These Special Considerations also recommend single family, ADUs and rental housing.

The following are among the goals recommended by the *Imagine Greeley Comprehensive Plan* that support the proposed PUD:

Goal ED-2: Promote desired economic sectors and a diverse local economy.

The Village at Greeley is a development that provides a new approach for those desiring to live in Greeley, set up with a layout with amenities and an environment that can result in residents living and working in a varied and diverse local economy.

Goal GC-2: Promote a balanced mix and distribution of land uses.

The Village at Greeley PUD and development provides a new approach to for lease residential development beyond the more typical multi-family apartment configuration. This provides a balance as far as the type of rental options within the significant areas of residential development within the City of Greeley.

Goal PS-3: Develop and maintain a safe, aesthetically pleasing, and livable community.

The Village at Greeley development, within the proposed PUD plan, does provide for a safe, aesthetically pleasing and livable community through planned and required public improvements, design standards, and careful compliance with development standards within the *Greeley Development Code* in the required Site Plan Review process.

Staff finds the proposed PUD is in accordance with the goals and objectives of the Comprehensive Plan, and the PUD does not conflict with that or other Plans or policies adopted by the City. The request complies with this criterion.

2. The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas.

Staff Comment: The intent of the Planned Unit Development is to provide a residential, suburban neighborhood that is compatible with the area. The proposal is consistent with other development in the vicinity.

The request complies with this criterion.

3. **Whether the area changed or is it changing to such a degree that it is in the public interest to rezone the subject property to encourage development or redevelopment of the area.**

Staff Comment: It is in the public interest to provide the for-lease residential use that would be possible through the Village at Greeley PUD. This general area of Greeley has changed and developed significantly in recent years and the PUD will provide flexible and attractive options.

The request complies with this criterion.

4. **Whether the existing zoning has been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity.**

Staff Comment: Staff notes that with the development to the north (Homestead Heights, subdivided in 2015) and to the south (Westgate, subdivided in 2021), the potential for development has changed significantly since the H-A zoning was established.

The request complies with this criterion.

5. **The proposed zoning will enable development in character with existing or anticipated development in the area considering the design of streets, civic spaces, and other open space; the pattern, scale and format of buildings and sites; and the compatibility and transitions with other complimentary uses and development.**

Staff Comment: The proposal would enable development compatible with character of the area. The plans in the PUD show streets, buildings, etc. are consistent with development in this area of the City.

The request complies with this criterion.

6. **The City or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district.**

Staff Comment: Services and facilities are available for anticipated uses. Staff has worked closely with City and other utilities, Public Works, the Greeley Fire Department and other agencies to ensure availability of services and facilities.

The request complies with this criterion.

7. **The change will serve a community need, provide an amenity, or accommodate development that is not possible under the current zoning or that was not**

anticipated at the time of the initial zoning of the property, making the proposed zoning more appropriate than the current zoning.

Staff Comment: Development of this site will help fulfill a need for rental housing that is not feasible under the existing zoning. The PUD zoning is more appropriate for serving the community than the current zoning.

The request complies with this criterion.

8. Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design and engineering practices or are outweighed by broader public benefits to the surrounding community.

Staff Comment: Planning staff and review agencies have worked to minimize impacts from the proposed development, with access, traffic and drainage being considered. There will be landscape buffering required, in compliance with *Greeley Development Code* landscaping standards. Impacts have been considered at the PUD review stage, and staff notes a Site Plan Review will be required where specific landscaping and exterior lighting plans and architectural standards will be reviewed for compliance the *Greeley Development Code* standards.

The request complies with this criterion.

9. The recommendations of professional staff or advisory review bodies.

Staff Comment: Planning staff and the Administrative Review Team recommend approval.

The request complies with this criterion.

Planned Unit Development Review Criteria, Section 24-205(c):

1. The plan reflects greater consistency with or more specificity in implementing the Comprehensive Plan than what could be accomplished under application of general zoning districts and development standards.

Staff comment: The proposal allows a type of residential use to be incorporated into the area in a way that achieves greater consistency and more specificity than standard zones would allow.

The request complies with this criterion.

2. The benefits from any flexibility in the proposed plan:

(1) promote the general public health, safety and welfare of the community, and in particular, that of the areas immediately near or within the proposed project, and is not strictly to benefit the applicant or a single project;

- (2) involves innovative concepts that were not anticipated by the development code; or**
- (3) apply to a unique or specific context in a manner that allows the project to better meet the intent or design objectives of the base zoning districts and standards.**

Staff comment: The proposed PUD plan provides uniqueness and will not have potential negative impact on the community's health, safety and welfare. The residential for-rent concept is fairly innovative and unique in Greeley, and it appears likely this type of rental development will become more prevalent in the future. The PUD proposes four different residential building type/models and will include detached single-family homes as well as paired home/duplexes.

The request complies with this criterion.

- 3. The plan reflects generally accepted and sound planning and urban design principles with respect to applying the goals and objectives of the Comprehensive Plan to the area.**

Staff comment: The request is consistent with sound planning principles and is consistent with applicable goals and objectives of the Comprehensive Plan.

The request complies with this criterion.

- 4. The plan meets all of the review criteria for zoning map amendments in Section 24-204.**

Staff comment: The request complies with Section 24-204, Review Criteria for Rezoning as detailed above.

The request complies with this criterion.

F. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The subject property has not been subdivided and is legally described as two metes and bounds parcels. A subdivision will be required upon PUD approval and would be required prior to approval of an SPR. These would need to be finalized and in place prior to submittal of building permits for the development.

2. HAZARDS

According to the City's GIS the subject property is not within or near any FEMA Flood Zones, nor are there any hazardous slopes according to the City's maps. Topography is fairly flat.

3. WILDLIFE

As the property is within an area that was predominantly farmland, with no forested areas or riparian corridors nearby, it does not appear to be particularly valuable wildlife habitat. It is not within an “Ecologically Sensitive Area” based on the available City map. Staff will address wildlife habitat in more detail with the required Site Plan Review process.

4. FLOODPLAIN

None of the subject property is within any designated FEMA floodplain.

5. DRAINAGE AND EROSION

The existing drainage patterns are expected to continue to follow the existing lay of the land. Conceptual stormwater facilities were considered in review of the PUD. Drainage and erosion control will be examined in greater detail through any future land use requests including required Subdivision and Site Plan Review processes.

6. TRANSPORTATION

The primary access to the Village at Greeley development is via 71st Avenue into 25th Street. A required extension of 74th Avenue within the PUD site would intersect with 25th Avenue to the south, and up to 22nd Street to the north which also connects back to 71st Avenue. Access and traffic have been considered and reviewed by the City’s Public Works and EDR Departments. Plans for any required access improvements will require review and approval of a Site Plan Review, with improvements to be implemented with development of the PUD property.

G. SERVICES

1. WATER

Water mains exist in 71st Avenue, 74th Avenue, and 73rd Avenue to the north of the site. The applicant will be required to provide all necessary extensions and any infrastructure improvements to serve the site.

2. SANITATION

Sanitary sewer mains exist in 73rd Avenue to the north and south of the site. The applicant will be required to provide all necessary extensions and any infrastructure improvements to serve the site.

3. EMERGENCY SERVICES

The site is served by the Greeley Fire and Police Department. Fire Station #5 is on 47th Street approximately 2 miles east of the subject site.

4. PARKS AND OPEN SPACES

Comments by Greeley Parks indicate “cash in lieu” is appropriate for this project, payment of which will be required prior to recordation of the subdivision. A 27-acre City of Greeley community park is proposed directly west of the subject property, with the required extension of 25th Street providing access from the Village at Greeley development. The PUD proposes a system of sidewalk/trail connections, lawn areas, dog

park, and a large detention pond area that will involve landscaping to City standards with Site Plan Review.

5. SCHOOLS

The subject site is within the Greeley Evans School District 6 (D6). Frontier Academy High School and University Schools are to the northeast of the PUD site. Cash-in-lieu for schools would be required with required future subdivision of the site per D6 standards and formulas.

6. METROPOLITAN DISTRICT

N/A

H. NEIGHBORHOOD IMPACTS

1. VISUAL

No significant negative visual impacts are anticipated as a result of development associated with the PUD. Development of the site must comply with perimeter landscaping and architectural standards.

2. NOISE

No noise impacts are anticipated as a result of this application. Any noise created by future development is regulated by the Municipal Code.

I. PUBLIC NOTICE AND COMMENT

Notices were mailed on December 11, 2024, to 367 surrounding property owners and residents located within 1000 feet of the subject property boundary. One sign was posted on the site per the Development Code noticing requirements. A notice was posted to the City of Greeley website per the Development Code noticing requirements. A neighborhood meeting was held at the Greeley Family FunPlex on October 22, 2024. At that meeting, the applicant and staff answered numerous general questions regarding the proposed development. Concerns were raised for traffic increases, with assurance by staff that traffic impacts were being carefully considered in the PUD and any forthcoming subdivision and SPR process. Meeting attendees noted that rental properties often are not maintained to the same standards as owner occupied homes. The applicant stated that a professional management company would ensure that all units are well maintained. It was also noted that contracts and lease agreements for the rentals would not allow excessive numbers of people to occupy a unit, to avoid overcrowding and parking issues. Attendees did also voice support for the residential project, noting it is preferable to a commercial type development at this location.

J. MINERAL ESTATE OWNER NOTIFICATION

Staff has determined the statutory requirement for mineral notices does not apply if no additional lots are being created, which is the case with this PUD. Subdivision and/or Site Plan Review processes will require such notice as applicable.

K. PLANNING COMMISSION RECOMMENDED MOTIONS

Recommended (Approval)

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning and Planned Unit Development is in compliance with Sections 24-204(b) and 24-205(c) of the Development Code and therefore recommends City Council approval.

Alternative (Denial)

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning and Planned Unit Development is not in compliance with Sections 24-204(b) and 24-205(c) of the Development Code and therefore recommends City Council denial.

ATTACHMENTS

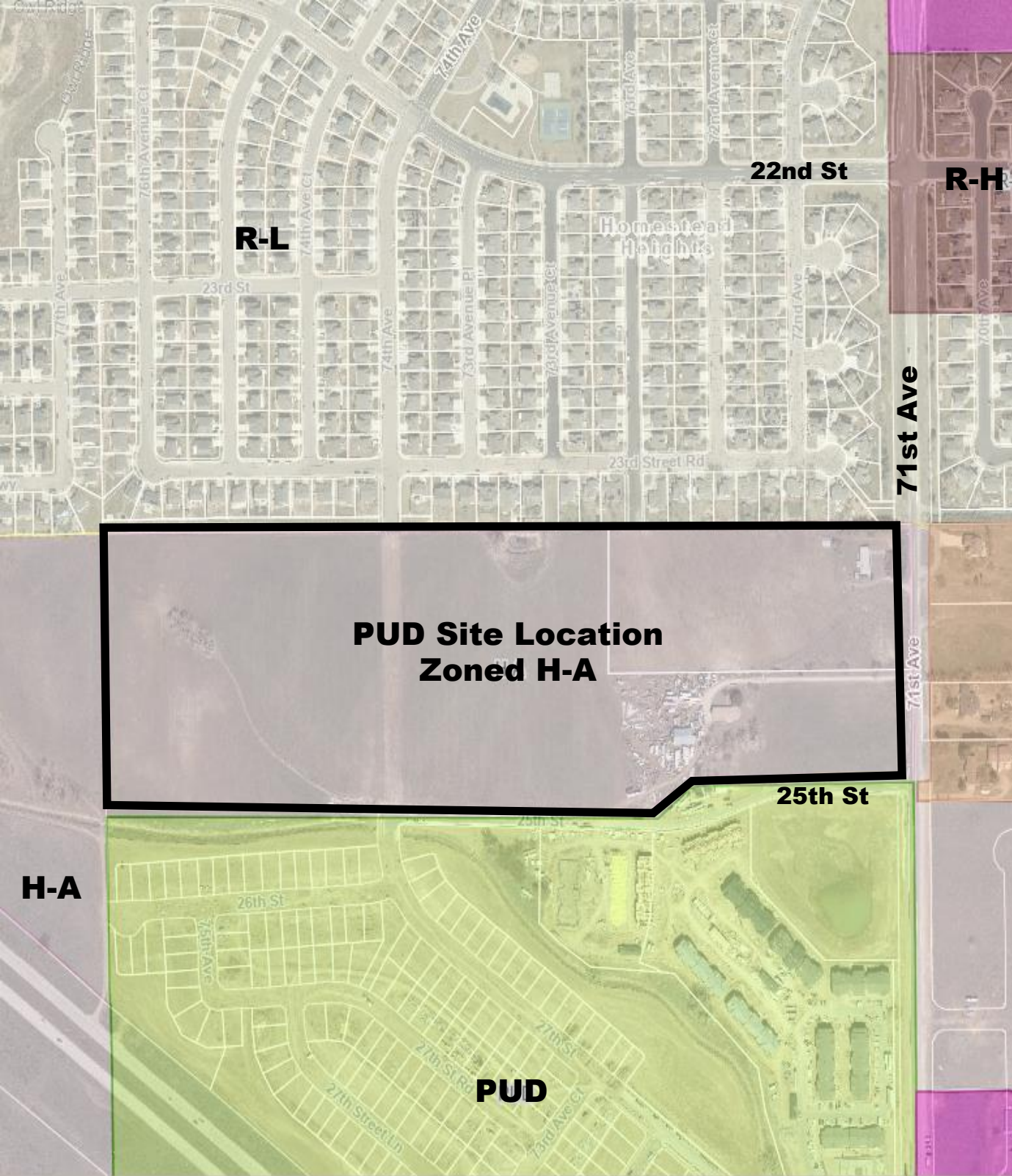
Vicinity/Zoning Map

Project Narrative

PUD Plan Set

Neighborhood Notification Boundary Map

Staff PowerPoint Slides



THE VILLAGE AT GREELEY COMMUNITY PLANNED UNIT DEVELOPMENT

LOCATED IN THE SE 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 66
WEST OF 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

49.056 ACRES

PROJECT NUMBER: PUD2024-0001

PROJECT CONTACTS

PROPERTY OWNER

JIM L. ELLS
2435 71ST AVENUE
GREELEY, CO 80634

APPLICANT

ENFR MANAGEMENT, LLC
6617 N. SCOTTSDALE ROAD, SUITE 101
SCOTTSDALE, AZ 85250
TEL: (480) 951-2207
CONTACT: BRYAN J. FREEL

CIVIL ENGINEER

GALLOWAY & COMPANY, INC.
5500 GREENWOOD PLAZA BLVD., SUITE 200
GREENWOOD VILLAGE, CO 80111
TEL: (303) 770-8884
CONTACT: JESSICA K. GREENOUGH, PE

SURVEYOR

BLEW & ASSOCIATES, P.A.
3825 N. SHILOH DRIVE
FAVETTVILLE, MS 38703
TEL: (479) 443-4506
CONTACT: JASON M. PAGE, PLS

TRAFFIC ENGINEER

GALLOWAY & COMPANY, INC.
5500 GREENWOOD PLAZA BLVD., SUITE 200
GREENWOOD VILLAGE, CO 80111
TEL: (303) 770-8884
CONTACT: BRIAN HORAN, PE

LEGAL DESCRIPTION

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER OF SAID SECTION 17, MONUMENTED WITH NO. 6 REBAR OF UNKNOWN LENGTH WITH AN ILLEGIBLE 3-1/4" ALUMINUM CAP;

THENCE S89°06'07"W, A DISTANCE OF 30.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 71ST AVENUE, MONUMENTED BY A NO. 4 REBAR OF UNKNOWN LENGTH WITH 1" YELLOW PLASTIC CAP STAMPED KSI LS 23098 AND POINT OF BEGINNING;

THENCE S00°30'05"E, A DISTANCE OF 765.38 FEET ON SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF WESTGATE FIRST FILING, RECORDED AT RECEPTION NO. 4788621 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE, MONUMENTED WITH A NO. 5 REBAR OF UNKNOWN LENGTH WITH A 1-1/4" RED PLASTIC CAP STAMPED AZTEC PLS 38258;

THENCE ON THE NORTHERLY LINES OF SAID WESTGATE FIRST FILING FOR THE FOLLOWING FOUR (4) COURSES:

1. S89°03'49"W, A DISTANCE OF 709.04 FEET TO A NO. 4 REBAR OF UNKNOWN LENGTH WITH 1" PURPLE CAP STAMPED NORTHERN PLS 38730;
2. S45°47'57"W, A DISTANCE OF 144.94 FEET TO A BENT NO. 4 REBAR OF UNKNOWN LENGTH;
3. N88°41'59"W, A DISTANCE OF 888.97 FEET TO A SET 24" NO. 5 REBAR WITH A 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37911;
4. N89°26'33"W, A DISTANCE OF 908.86 FEET TO NO. 5 REBAR OF UNKNOWN LENGTH WITH 2-1/2" ALUMINUM CAP STAMPED D.B. & CO PLS 32435;

THENCE N00°52'54"W, A DISTANCE OF 807.67 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 17, MONUMENTED WITH NO. 6 REBAR OF UNKNOWN LENGTH WITH 3-1/4" ALUMINUM CAP STAMPED PLS 10855, 1997;

THENCE N89°06'07"E, A DISTANCE OF 2628.45 FEET ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17 TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2,136,865 SQUARE FEET OR 49.056 ACRES, MORE OR LESS.

ZONING

THE VILLAGE AT GREELEY IS CURRENTLY ZONED AS HOLDING AGROICULTURAL (H-A) AND IS PROPOSED TO BE REZONED AS PLANNED UNIT DEVELOPMENT (PUD). THE PROPOSED DEVELOPMENT WILL CONSIST OF FOR-LEASE SINGLE FAMILY AND DUPLEX HOMES WITH PRIVATE BACKYARDS IN A PROFESSIONALLY MANAGED COMMUNITY WITH LUXURY AMENITIES. THE PRIMARY REASON BEHIND THE ZONE CHANGE TO PUD IS TO ALLOW FOR DEVELOPMENT OF A UNIQUE PRODUCT TYPE THAT DOES NOT EASILY FIT INTO ANY OF THE CITY OF GREELEY'S EXISTING ZONING CLASSIFICATIONS. THE PRODUCT FITS UNDER THE CITY OF GREELEY'S HOUSING CATEGORY I: MISSING MIDDLE HOUSING.

DEVELOPMENT SUMMARY

LAND USE	ACRES
RESIDENTIAL (PLANNING AREA 1)	25.74
RESIDENTIAL (PLANNING AREA 2)	16.14
OPEN SPACE (PLANNING AREA 1)	2.15
OPEN SPACE (PLANNING AREA 2)	1.66
STORMWATER DETENTION (PLANNING AREA 1)	2.98
PUBLIC RIGHT-OF-WAY	4.19
TOTAL	49.06

USABLE OPEN SPACE	
PLANNING AREA 1	5.13
PLANNING AREA 2	1.66
TOTAL USABLE OPEN SPACE	6.79

INCLUDES TRAILS, DRAINAGE, LANDSCAPE TRACTS, PARKS, DETENTION POND

PARKS DEDICATION REQUIREMENTS

PARK DEDICATION REQUIREMENTS WILL BE SUBJECT TO THE FOLLOWING CALCULATIONS

REQUIRED DEDICATION = 9.75 ACRES PER 1,000 PEOPLE

PEOPLE = 2.7 PER UNIT*424 UNITS = 1,145 PEOPLE

PARK LAND DEDICATION = 9.75*1,145 = 11.16 ACRES

PARK LAND DEDICATION WILL BE MET WITH CASH IN LIEU

BASIS OF BEARING

BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 17. BEARING IS ASSUMED TO BEAR N89°06'07"E, MONUMENTED ON THE WEST BY A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 3-1/4" ALUMINUM CAP AND WITH ALL BEARINGS RELATIVE THERETO.

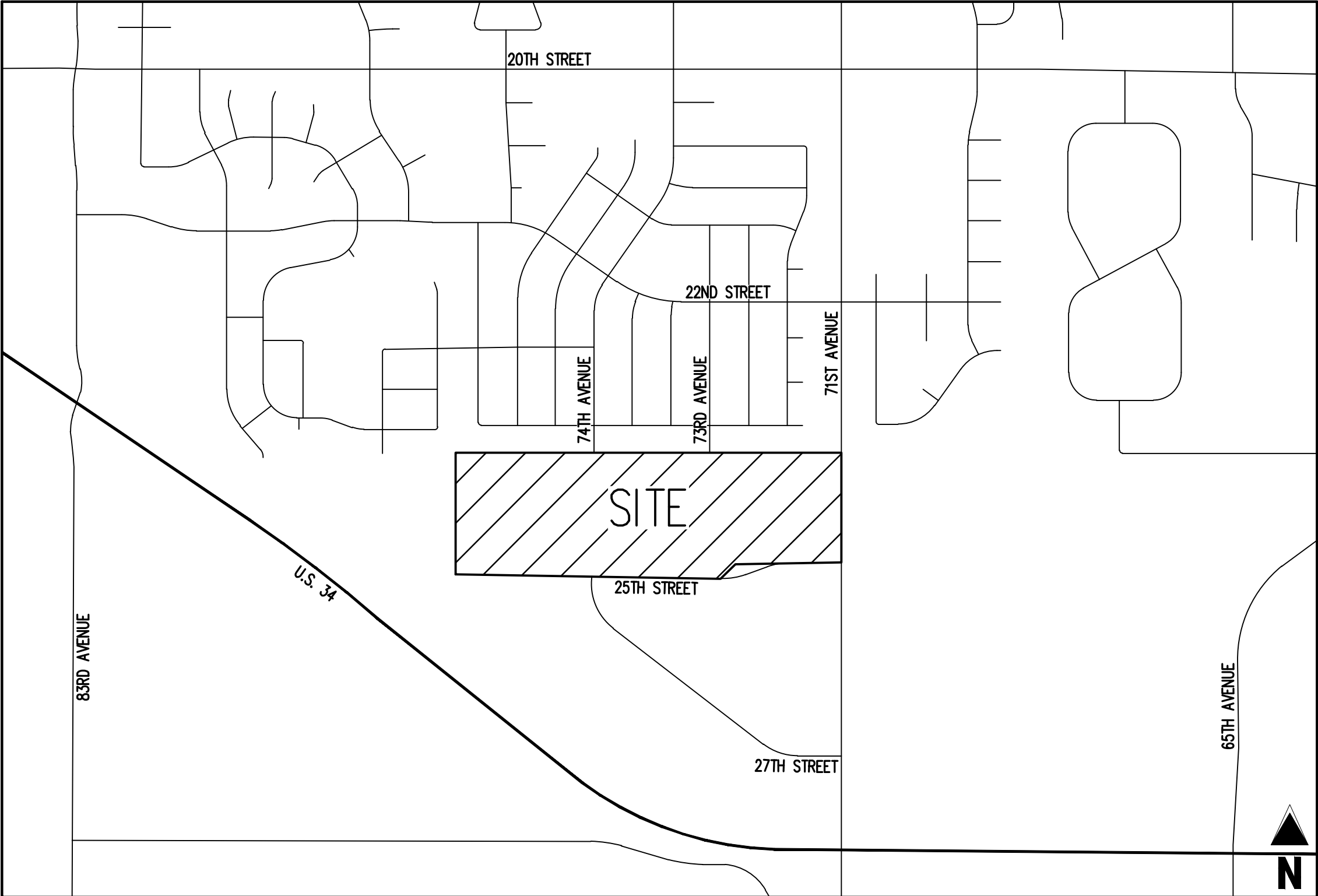
BENCHMARK

CITY OF GREELEY CONTROL NETWORK BENCHMARK #64, CAP ID GPS-LL, PIN ID UNKNOWN, NAVD 88 ELEVATION 4973.33

FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS ENTIRELY LOCATED IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 0812301518E, WHICH BEARS AN EFFECTIVE DATE OF 01/20/2016 AND IS NOT LOCATED IN A FLOOD HAZARD ZONE.

ZONE "X" - AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.



VICINITY MAP

NOT TO SCALE

PROJECT NARRATIVE

THE VILLAGE AT GREELEY SEEKS TO CREATE A NEW RESIDENTIAL COMMUNITY THAT OFFERS FOR-LEASE, SINGLE FAMILY HOMES WITH PRIVATE OUTDOOR PATIO SPACES TO SUPPORT THE SURROUNDING NEIGHBORHOOD AND EMPLOYMENT CENTERS. THIS COMMUNITY PROVIDES A STRONGLY DESIRED HOUSING OPTION IN A PROFESSIONALLY MANAGED COMMUNITY WITH LUXURY AMENITIES. VILLAGE AT GREELEY WILL OFFER 1, 2, AND 3-BEDROOM HOMES WITH FLOOR PLANS RANGING FROM 655 SQUARE FEET TO 1,313 SQUARE FEET. THE 2-BEDROOM AND 3-BEDROOM HOMES WITHIN THE COMMUNITY WILL BE DETACHED, AND THE 1-BEDROOM HOMES WILL BE DUPLEXES. EVERY HOME IN THE COMMUNITY WILL BE SINGLE-STORY IN A MODERN, OPEN FLOOR PLAN DESIGN WITH VAULTED CEILINGS, ABUNDANT NATURAL LIGHT, AND A PRIVATE OUTDOOR PATIO AND BACKYARD. VILLAGE AT GREELEY WILL BE DEVELOPED IN THREE PHASES WITH PHASE I(A) CONSTRUCTING 150 UNITS, PHASE I(B) CONSTRUCTING 101 UNITS, AND PHASE II CONSTRUCTING 173 UNITS. A TOTAL OF 424 UNITS WILL BE CONSTRUCTED.

THE VILLAGE AT GREELEY IS DESIGNED WITH A "NEIGHBORHOOD COMMUNITY" THEME, WHERE RESIDENTS CAN ENJOY A FRIENDLY NEIGHBORHOOD ENVIRONMENT. THE HOMES ARE ARRANGED IN ARCHITECTURAL CLUSTERS TO ENCOURAGE INTERACTION, WHILE ALSO MAINTAINING PERSONAL PRIVACY. THIS STYLE INCLUDES A VARIETY OF PITCHED ROOFS COMPLEMENTING THE ARCHITECTURAL STYLE TO CREATE ENHANCED MASSING, FINISHES, AND TEXTURES. EACH FLOOR PLAN WILL FEATURE THREE DIFFERENT ARCHITECTURAL ELEVATION STYLES, HELPING CREATE THE ARCHITECTURALLY THEMED CLUSTERS. THE CLUSTERS ARE LAID OUT TO PREVENT ARCHITECTURAL THEMES FROM BEING ADJACENT TO EACH OTHER. THE PROPOSED BUILDING ELEVATIONS INCORPORATE DESIGN ELEMENTS SUCH AS METAL AWNINGS, BOARD AND BATTEN, VARIOUS MASONRY VENEERS, AND A VARIETY OF DECORATIVE ELEMENTS TO PROVIDE A UNIQUE AND ATTRACTIVE DETAIL TO ALL ELEVATIONS. WHEREVER POSSIBLE, EACH CLUSTER IS DESIGNED WITH ARCHITECTURAL FEATURES AND COLORIZATION TO PROVIDE DIFFERENTIATION, RESIDENT WAYFINDING, WHILE ALSO ACHIEVING A COHESIVE AESTHETIC.

THE VILLAGE AT GREELEY DISTINGUISHES ITSELF FROM OTHER SIMILAR COMMUNITIES BY OFFERING A HIGH QUALITY OF LIFE THROUGH THE EXTENSIVE AMENITIES SUCH AS RESORT-STYLE COMMUNITY POOLS AND SPAS, BARBECUE AREAS, A DOG PARK, MULTIPLE COMMUNITY OPEN AREAS FOR RECREATIONAL ACTIVITIES AND STAND-ALONE COMMUNITY CENTERS OUTFITTED WITH STATE-OF-THE-ART FITNESS CENTERS AND GATHERING SPACES FOR COMMUNITY AND/OR PRIVATE EVENTS. MOST IMPORTANTLY, THE DEVELOPER (THROUGH ITS ON-SITE REPRESENTATIVES) WILL BE RESPONSIBLE FOR ALL MAINTENANCE OF AMENITIES AND LANDSCAPING INCLUDING INDIVIDUAL PATIOS AND BACKYARD AREAS. OTHER AMENITIES WILL INCLUDE A CAR WASH STATION, CAR-CHARGING STATIONS, PET GROOMING AREA AND VALET TRASH PICKUP SERVICE COMBINED WITH TRASH COMPACTORS TO MINIMIZE REFUSE CONTAINER EYESORES. EVERY HOME WILL INCLUDE A DOGGY-DOOR ACCESS TO THE BACKYARD FOR THOSE BELOVED FAMILY FOUR-LEGGED FRIENDS.

THE VILLAGE AT GREELEY WILL IMPLEMENT INTERIOR PROJECT CONNECTIVITY THROUGH VARIOUS OPEN SPACES THAT ARE BOTH ACTIVE AND PASSIVE, AND WITH CAREFUL CONSIDERATION FOR BOTH PEDESTRIAN AND VEHICULAR CIRCULATION WITHIN THE PROJECT. LANDSCAPED WALKWAYS CONNECT THE RESIDENTS TO THE INTERIOR OF THE PROJECT WHERE ACTIVE AMENITIES AND THE COMMUNITY CENTER/POOL ARE LOCATED. IN ADDITION TO THE COMMON OPEN SPACE FOR ALL RESIDENTS - EACH RESIDENCE WILL HAVE THEIR PRIVATE BACKYARD WITH GREEN SPACE AND PATIO TO ENJOY. ALL WHILE MAINTAINING GREEN FIELDS OR WATER CONSERVATION AND XERISCAPE STYLE LANDSCAPING. PARKING THROUGHOUT THE COMMUNITY INCLUDES UNCOVERED, COVERED, GARAGE AND ACCESSIBLE SPACES. GARAGE STRUCTURES ARE DESIGNED TO COMPLEMENT THE HOMES - IN ARCHITECTURAL STYLE AND COLORIZATION. STORAGE UNITS AVAILABLE FOR RESIDENTS TO RENT ARE DESIGNED AT THE ENDS OF THE GARAGE BUILDINGS. STEEL PARKING SHADE CANOPIES ARE PAINTED TO COMPLEMENT THE PROJECT COLOR SCHEME.

THE VILLAGE AT GREELEY LUXURY HOMES ARE A UNIQUE PRODUCT THAT PROVIDE AN ALTERNATIVE TO TYPICAL LARGE BUILDING MULTIFAMILY STRUCTURES BY CREATING INDIVIDUAL HOMES WITH PRIVATE YARDS UNDER A LEASING STRUCTURE WITH NO RESIDENT MAINTENANCE REQUIREMENTS. THIS HYBRID HOUSING PRODUCT WILL SERVE THE GROWING POOL OF RESIDENTS WHO ARE LOOKING FOR AN ALTERNATIVE TO TRADITIONAL MULTIFAMILY HOUSING THAT OFFERS THE BENEFITS AND FUNCTION OF PRIVATE HOME OWNERSHIP, BUT WITHOUT THE OBLIGATIONS ATTENDANT TO OWNERSHIP.

GENERAL NOTES

1. TOPOGRAPHIC INFORMATION SHOWN IS DERIVED FROM A SURVEY COMPLETED BY PIVIS, LLC AND DATED AUGUST 10, 2022. ALL ELEVATIONS SHOWN HEREIN ARE TIED TO NAVD 88 DATUM.
2. ALL REFERENCES TO THE CITY OF GREELEY DEVELOPMENT CODE SHALL REFERENCE THE CODE DATED OCTOBER 1, 2021, AS AMENDED.
3. PHASING SHALL BE ALLOWED WITHIN THIS PUD. ALL PUBLIC IMPROVEMENTS TO BE DEDICATED TO THE CITY OF GREELEY (25TH STREET EXTENSION, 74TH AVENUE, ETC.) SHALL BE CONSTRUCTED WITH THE INITIAL PHASE OF DEVELOPMENT.
4. RAW WATER SHALL BE DEDICATED AT THE TIME OF SUBDIVISION FOR ANY PUBLIC RIGHTS-OF-WAY IRRIGATION REQUIREMENTS. IN ALL OTHER CASES, RAW WATER ACCEPTABLE IN FORM TO THE CITY OF GREELEY SHALL BE DEDICATED TO THE CITY IN ACCORDANCE WITH SECTION 20-254 OF THE GREELEY MUNICIPAL CODE, AS AMENDED.
5. ALL RECOMMENDED IMPROVEMENTS FROM THE TRANSPORTATION IMPACT STUDY, PREPARED BY GALLOWAY & COMPANY, INC. AND DATED XXXX SHALL BE REQUIRED AT THE TIME OF CONSTRUCTION.
6. ALL DEVELOPMENT MASTER DRAINAGE BASINS SHOWN WITHIN THIS PUD ARE BASED ON EXISTING TOPOGRAPHY OF THE PROPERTY. NO BASIN TRANSFER WILL BE ALLOWED BETWEEN THE MAJOR BASINS PER THE CITY OF GREELEY AND STATE OF COLORADO REQUIREMENTS.
7. THE DEVELOPMENT IS REQUIRED BY THE CITY OF GREELEY AND THE STATE OF COLORADO TO PROVIDE STORMWATER QUALITY PRIOR TO RELEASE OF RUNOFF FROM ANY DEVELOPMENT AREA OF THE PROPERTY.
8. APPROVAL OF SITE CONSTRUCTION PLANS BY THE CITY OF GREELEY SHALL BE REQUIRED (AS APPLICABLE) PRIOR TO ISSUANCE OF BUILDING PERMITS.
9. ALL EXISTING AND PROPOSED UTILITIES SHALL BE INSTALLED UNDERGROUND.
10. NO BUILDING PERMIT SHALL BE ISSUED FOR THE CONSTRUCTION OF A NEW BUILDING OR STRUCTURE UNLESS THE PROPERTY HAS BEEN PLATTED IN ACCORDANCE WITH THE CITY OF GREELEY'S SUBDIVISION REGULATIONS (CHAPTER 3).

SHEET INDEX

PAGE NUMBER	SHEET NUMBER	SHEET TITLE
1	1.0	COVER SHEET
2	2.1	EXISTING CONDITIONS MAP
3	2.2	EXISTING CONDITIONS MAP
4	2.3	EXISTING CONDITIONS MAP
5	2.4	EXISTING CONDITIONS MAP
6	3.0	ZONING SUITABILITY MAP
7	4.0	PROJECT BOUNDARY MAP
8	5.0	OVERALL LAYOUT
9	5.1	SITE DISTRIBUTION PLAN
10	6.0	PLANNING AREA PLAN
11	7.0	TRAFFIC PLAN
12	8.0	DEVELOPMENT STANDARDS
13	8.1	DEVELOPMENT STANDARDS

PLANNED UNIT DEVELOPMENT CERTIFICATION BLOCK

THIS PLANNED UNIT DEVELOPMENT (PUD) HAS BEEN REVIEWED AND FOUND TO BE COMPLETE AND IN ACCORDANCE WITH THE CITY OF GREELEY DEVELOPMENT CODE REGULATIONS. THIS PUD SHALL BE VALID FOR 15 YEARS FROM THE DATE OF THE APPROVAL BY CITY COUNCIL.

THE VILLAGE AT GREELEY

BY: _____

TITLE: _____

DATE: _____

COMMUNITY DEVELOPMENT DIRECTOR

COMMUNITY DEVELOPMENT DATE

PLANNING COMMISSION RECOMMENDATION

RECOMMENDED / NOT RECOMMENDED BY THE CITY OF GREELEY PLANNING COMMISSION THE

____ DAY OF _____, 2024.

PLANNING COMMISSION

AMENDMENT HISTORY

CITY FILE NUMBER	DATE APPROVED	AMENDMENT DESCRIPTION
PUD2024-0001		

Galloway

5500 Greenwood Plaza Blvd., Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

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EMPIRE GROUP
ENFR MANAGEMENT, LLC
VILLAGE AT GREELEY

SWC 23RD STREET ROAD AND 71ST AVENUE
GREELEY, COLORADO

#	Date	Issue / Description	Init.
A	12/12/23	1ST PUD SUBMITTAL	JKG
B	06/05/24	2ND PUD SUBMITTAL	JKG
C	08/28/24	3RD PUD SUBMITTAL	JKG
D	10/11/24	4TH PUD SUBMITTAL	JKG
E	12/19/24	5TH PUD SUBMITTAL	SMB
F			
G			
H			
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X			
Y			
Z			

Project No:	EMP000001
Drawn By:	MNS
Checked By:	JKG
Date:	NOVEMBER 2024

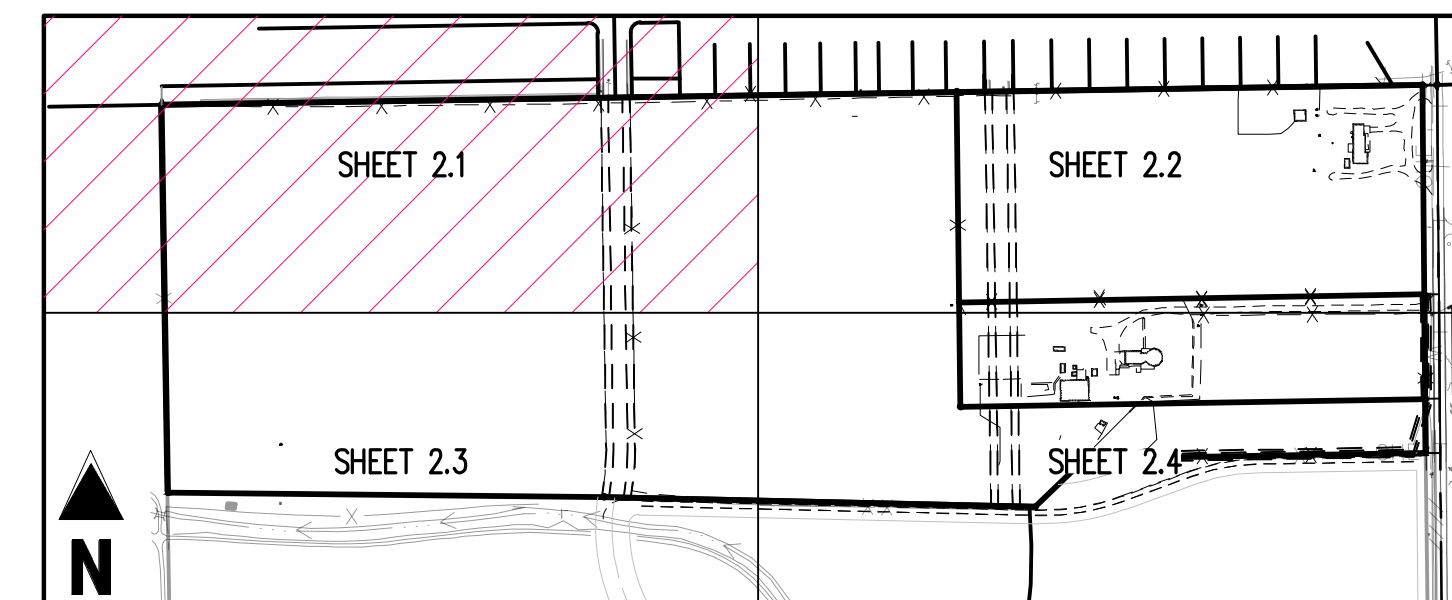
COVER SHEET

1.0

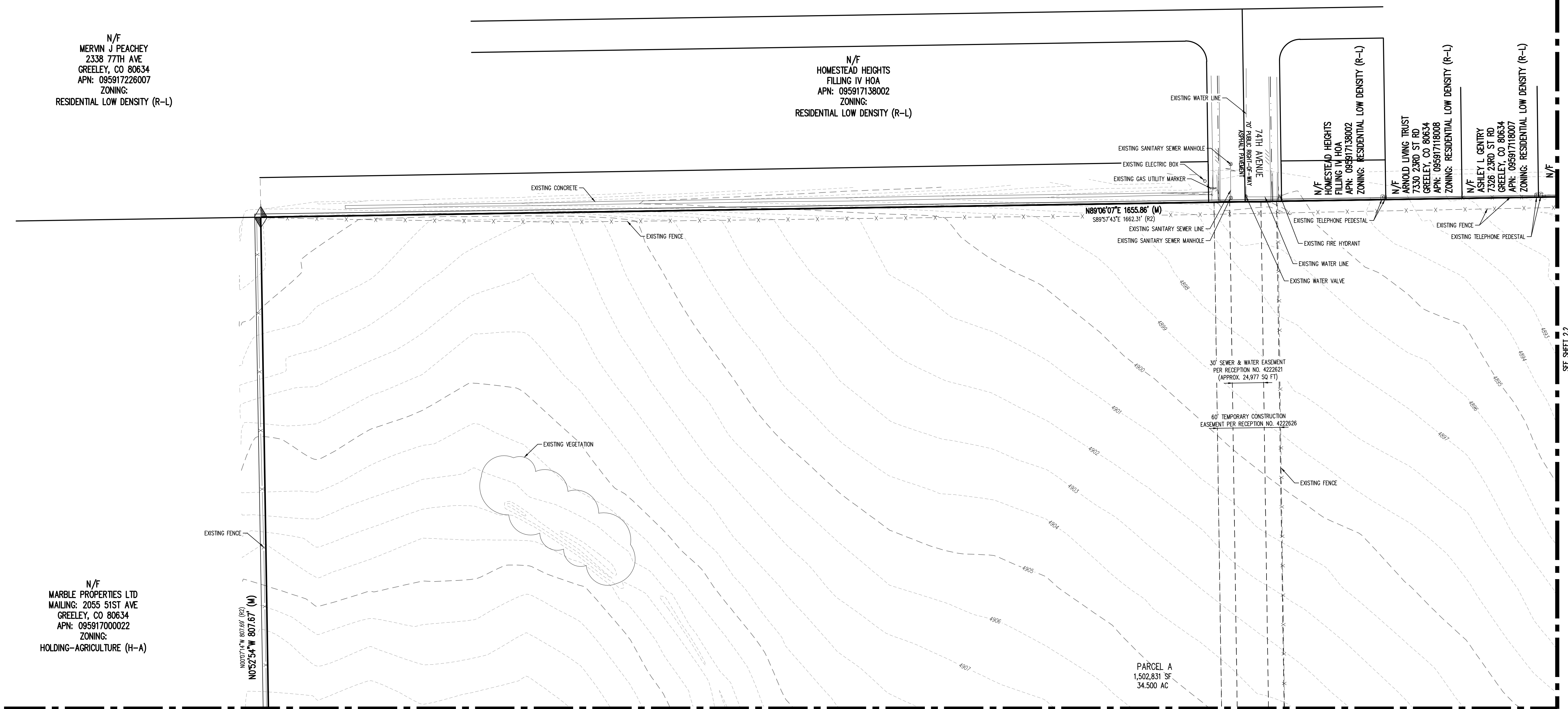
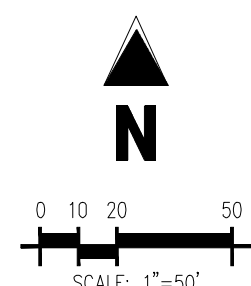
PAGE 1 OF 13

PROJECT NUMBER: PUD2024-0001

SITE LEGEND					
	EXISTING PROPERTY LINE		EXISTING FLARED END SECTION		ALQUOT CORNER (AS DESCRIBED)
	ADJACENT PROPERTY LINE		EXISTING FIRE HYDRANT		FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 31169 UNLESS OTHERWISE NOTED
	RIGHT-OF-WAY		EXISTING WATER METER		SET 24" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 37911" UNLESS OTHERWISE NOTED
	SECTION LINE		EXISTING WATER VALVE		
	ROAD CENTERLINE		EXISTING WATER WELL		
	EXISTING EASEMENT		EXISTING WATER SPOGOT	REC. NO.	RECEPTION NUMBER
	EXISTING CURB AND GUTTER		EXISTING SANITARY SEWER MANHOLE	(M)	MEASURED
	EXISTING CULVERT		EXISTING SANITARY SEWER CLEANOUT	(R)	RECORDED = DEED RECORDED AT REC. NO. 14972411
	EXISTING STORM DRAIN LINE		EXISTING ELECTRIC BOX	(R1)	RECORDED = WESTGATE FIRST FLUNG RECORDED AT REC. NO. 4789621
	EXISTING WATER LINE		EXISTING UTILITY POLE	(R1)	RECORDED = DEED RECORDED AT REC. NO. 2460739
	EXISTING SANITARY SEWER LINE		EXISTING GUY WIRE	(R2)	
	EXISTING OVERHEAD ELECTRIC LINE		EXISTING TELEPHONE PEDESTAL		
	EXISTING FIBER OPTIC LINE		EXISTING FIBER OPTIC MANHOLE		
	EXISTING GAS LINE		EXISTING FIBER OPTIC MARKER		
	EXISTING SIGN		EXISTING GAS UTILITY MARKER		
	EXISTING GATE POST		EXISTING MISCELLANEOUS MANHOLE		
	EXISTING STORM DRAIN INLET		ECOLOGICALLY SENSITIVE AREAS		



KEY MAP
SCALE: 1"=400'

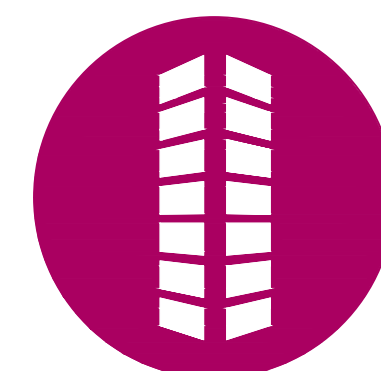


BASIS OF BEARING

BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 17. BEARING IS ASSUMED TO BEAR N89°06'07"E, MONUMENTED ON THE WEST BY A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 3-1/4" ALUMINUM CAP AND WITH ALL BEARINGS RELATIVE THERETO.

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EMPIRE GROUP
ENFR MANAGEMENT, LLC
VILLAGE AT GREELEY

SWC 23RD STREET ROAD AND 71ST AVENUE
GREELEY, COLORADO

[illegible]

Project No:	EMP000001
Drawn By:	MNS
Checked By:	JKG
Date:	NOVEMBER 2024

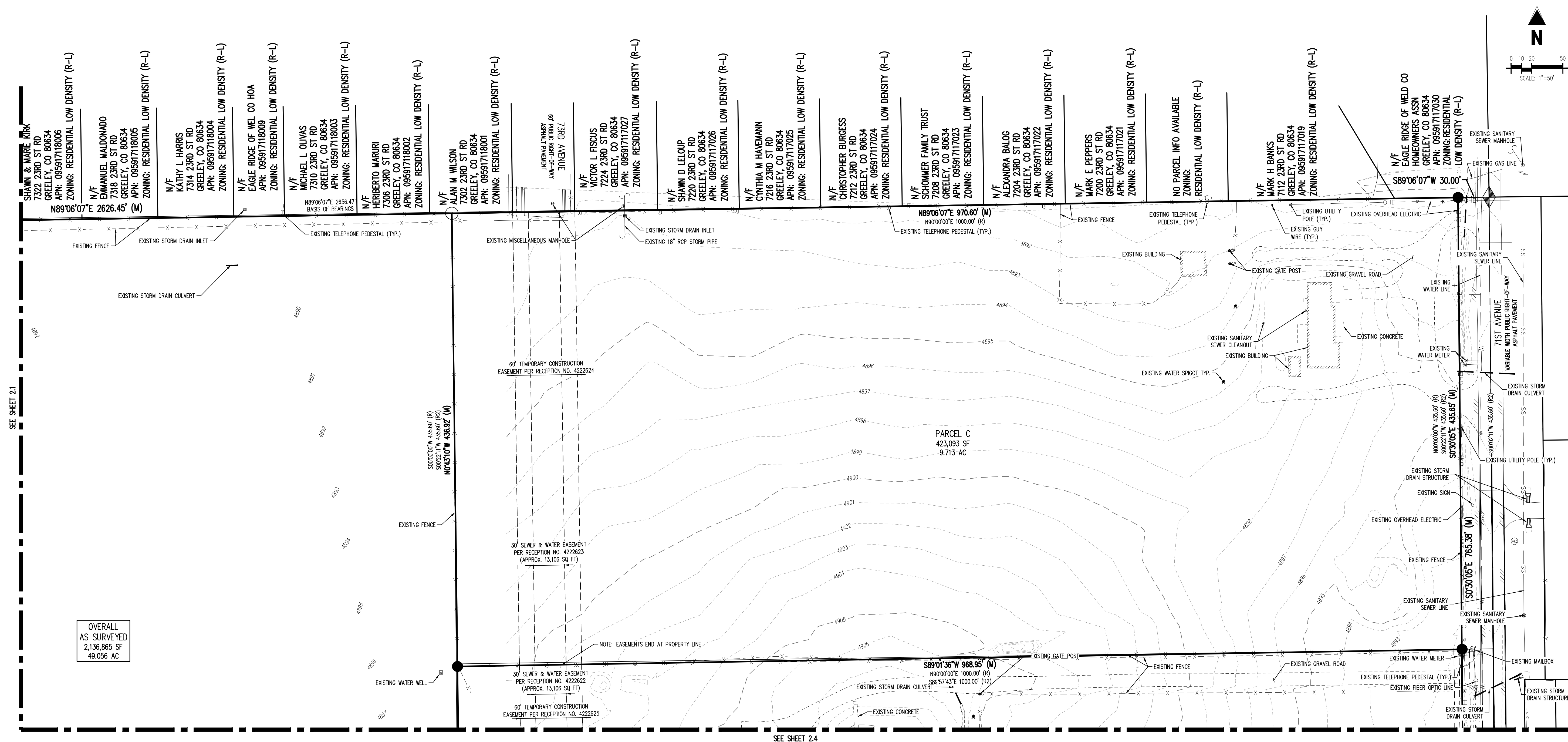
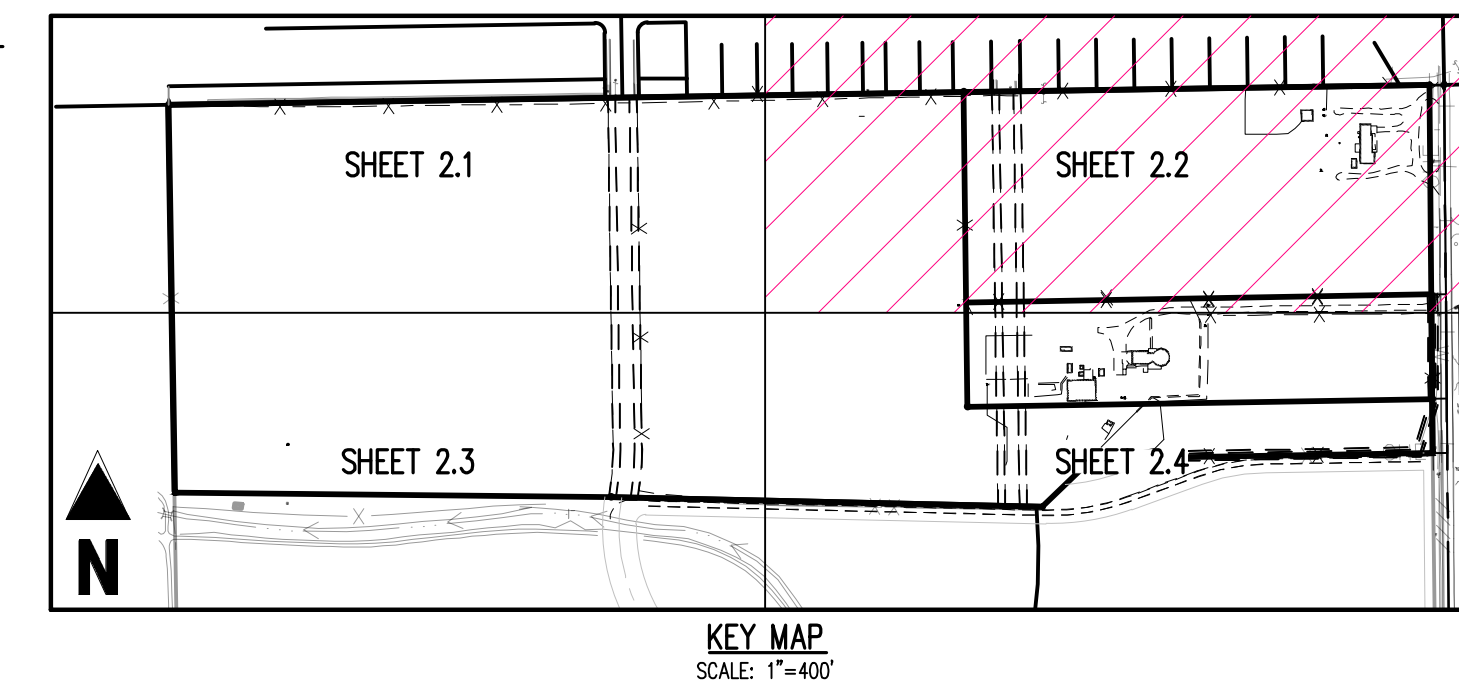
EXISTING CONDITIONS MAP

2.1

PAGE 2 OF 13

PROJECT NUMBER: PUD2024-0001

SITE LEGEND					
---	EXISTING PROPERTY LINE	==	EXISTING FLARED END SECTION	◆	ALIQUOT CORNER (AS DESCRIBED)
---	ADJACENT PROPERTY LINE	==	EXISTING FIRE HYDRANT	●	FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 3169" UNLESS OTHERWISE NOTED
---	RIGHT-OF-WAY	==	EXISTING WATER METER	○	SET 24" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 37911" UNLESS OTHERWISE NOTED
---	SECTION LINE	==	EXISTING WATER VALVE		
---	ROAD CENTERLINE	==	EXISTING WATER WELL		
---	EXISTING EASEMENT	==	EXISTING WATER SPIGOT	REC. NO.	RECEPTION NUMBER
---	EXISTING CURB AND GUTTER	==	EXISTING SANITARY SEWER MANHOLE	(M)	MEASURED
---	EXISTING CULVERT	==	EXISTING SANITARY SEWER CLEANOUT	(R)	RECORDED = DEED RECORDED AT REC. NO. 4812411
---	EXISTING STORM DRAIN LINE	==	EXISTING ELECTRIC BOX	(R1)	RECORDED = WESTGATE FIRST FILING RECORDED AT REC. NO. 4789621
---	EXISTING WATER LINE	==	EXISTING UTILITY POLE	(R2)	RECORDED = DEED RECORDED AT REC. NO. 2460739
---	EXISTING SANITARY SEWER LINE	==	EXISTING GUY WIRE		
---	EXISTING OVERHEAD ELECTRIC LINE	==	EXISTING TELEPHONE PEDESTAL		
---	EXISTING FIBER OPTIC LINE	==	EXISTING FIBER OPTIC MANHOLE		
---	EXISTING GAS LINE	==	EXISTING FIBER OPTIC MARKER		
---	EXISTING SIGN	==	EXISTING GAS UTILITY MARKER		
---	EXISTING GATE POST	==	EXISTING MISCELLANEOUS MANHOLE		
---	EXISTING STORM DRAIN INLET	==	ECOLOGICALLY SENSITIVE AREAS		



BASIS OF BEARING

BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 17.
BEARING IS ASSUMED TO BEAR N89°06'07"E, MONUMENTED ON THE WEST BY A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 3-1/4" ALUMINUM CAP AND WITH ALL BEARINGS RELATIVE THERETO.

PROJECT NUMBER: PUD2024-0001

SITE LEGEND				
=====	EXISTING PROPERTY LINE	==	EXISTING FLARED END SECTION	◆
=====	ADJACENT PROPERTY LINE	==	EXISTING FIRE HYDRANT	●
-----	RIGHT-OF-WAY	==	EXISTING WATER METER	○
-----	SECTION LINE	==	EXISTING WATER VALVE	○
-----	ROAD CENTERLINE	==	EXISTING WATER WELL	○
-----	EXISTING EASEMENT	==	EXISTING WATER SPOUT	REC. NO.
=====	EXISTING CURB AND GUTTER	==	EXISTING SANITARY SEWER MANHOLE	(M)
=====	EXISTING CULVERT	==	EXISTING SANITARY SEWER CLEANOUT	(R)
-----SD-----	EXISTING STORM DRAIN LINE	==	EXISTING ELECTRIC BOX	(R)
-----W-----	EXISTING WATER LINE	==	EXISTING UTILITY POLE	(R1)
-----SS-----	EXISTING SANITARY SEWER LINE	==	EXISTING GUY WIRE	(R2)
-----OHE-----	EXISTING OVERHEAD ELECTRIC LINE	==	EXISTING TELEPHONE PEDESTAL	
-----FO-----	EXISTING FIBER OPTIC LINE	==	EXISTING FIBER OPTIC MANHOLE	
-----G-----	EXISTING GAS LINE	==	EXISTING FIBER OPTIC MARKER	
-----CS-----	EXISTING SIGN	==	EXISTING GAS UTILITY MARKER	
-----GCP-----	EXISTING GATE POST	==	EXISTING MISCELLANEOUS MANHOLE	
=====	EXISTING STORM DRAIN INLET	=====	ECOLOGICALLY SENSITIVE AREAS	

ALQUOT CORNER (AS DESCRIBED)

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 31169 UNLESS OTHERWISE NOTED

SET 24" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 37911" UNLESS OTHERWISE NOTED

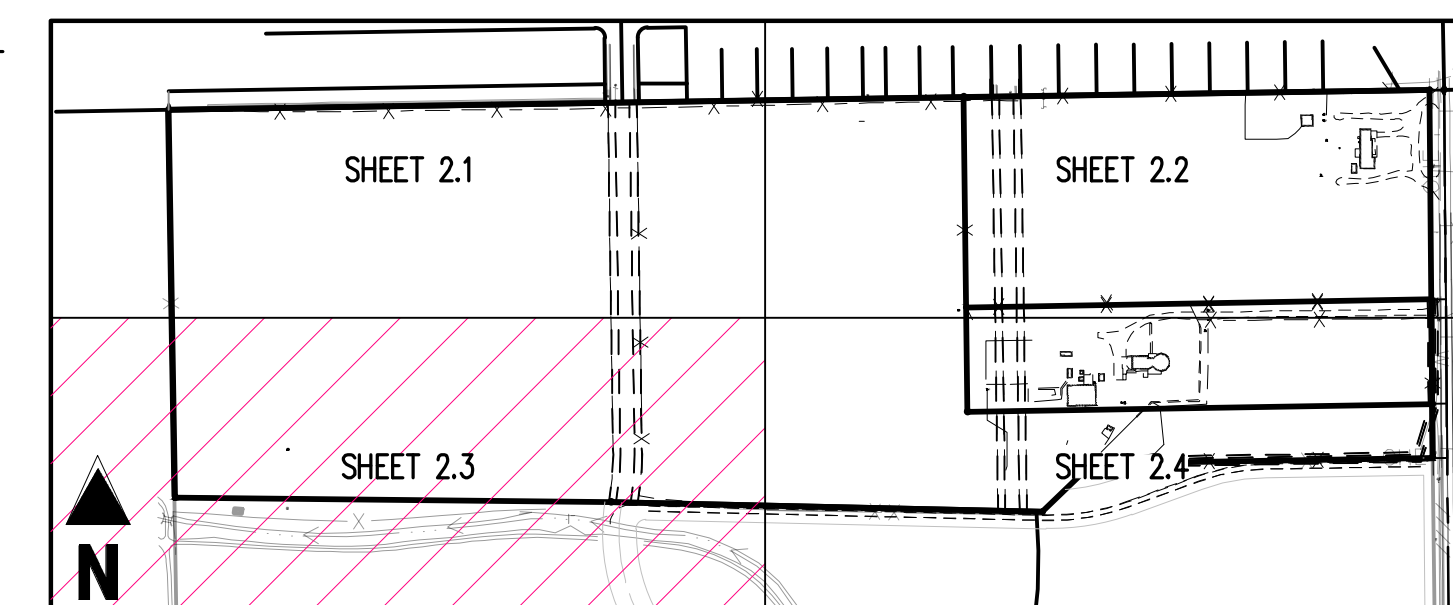
RECEPTION NUMBER

MEASURED

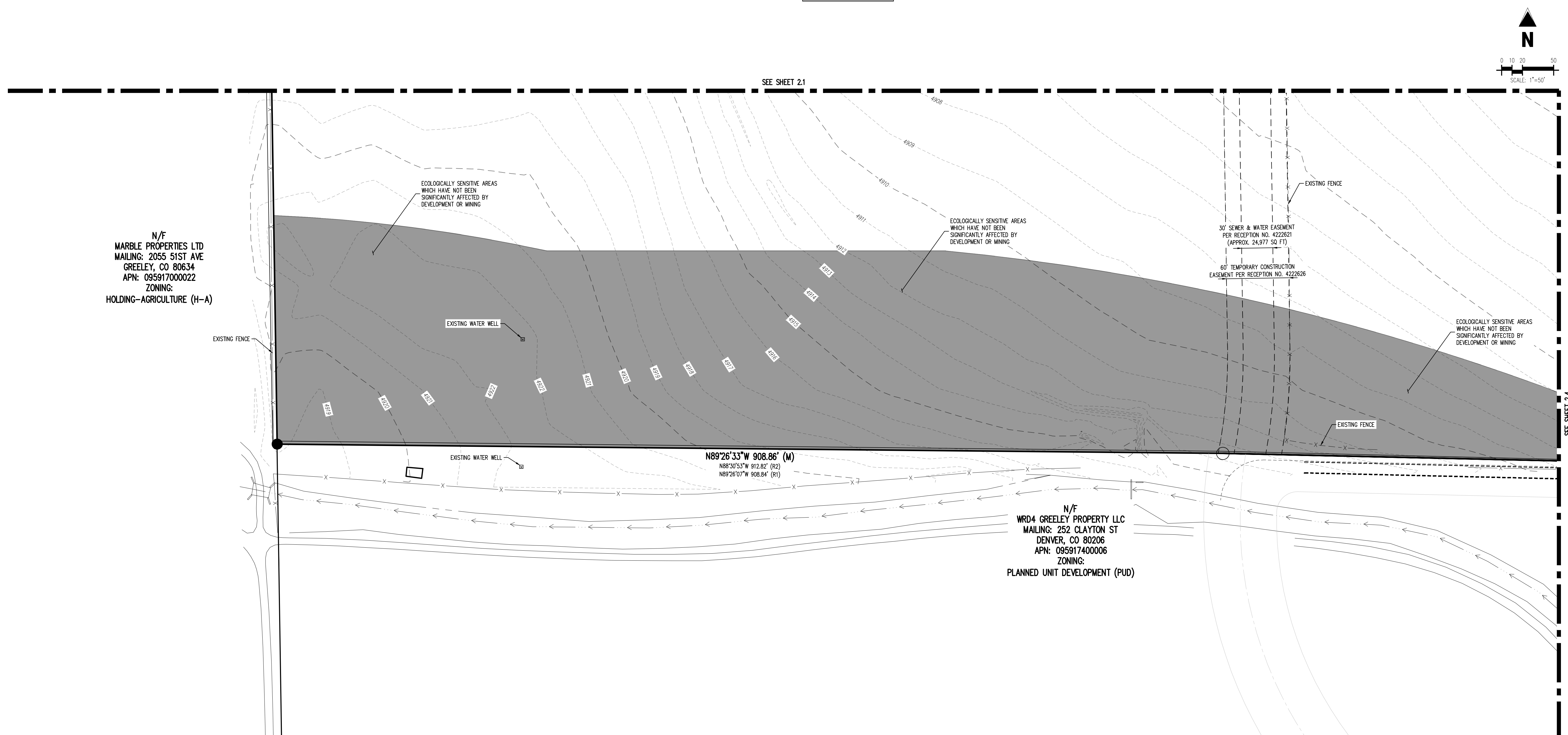
RECORDED = DEED RECORDED AT REC. NO. 4872411

RECORDED = MESTAGATE FIRST FILING RECORDED AT REC. NO. 4789821

RECORDED = DEED RECORDED AT REC. NO. 2460739



KEY MAP
SCALE: 1"=400'

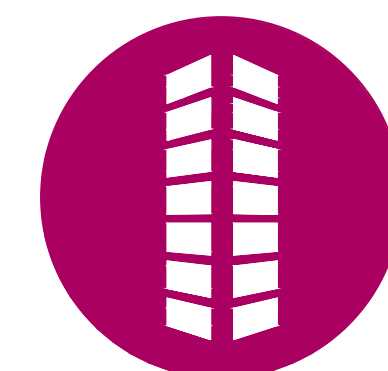


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ENFR MANAGEMENT, LLC
VILLAGE AT GREELEY
SWC 23RD STREET ROAD AND 71ST AVENUE
GREELEY, COLORADO

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E	12/19/24	5TH PUD SUBMITTAL	SMB
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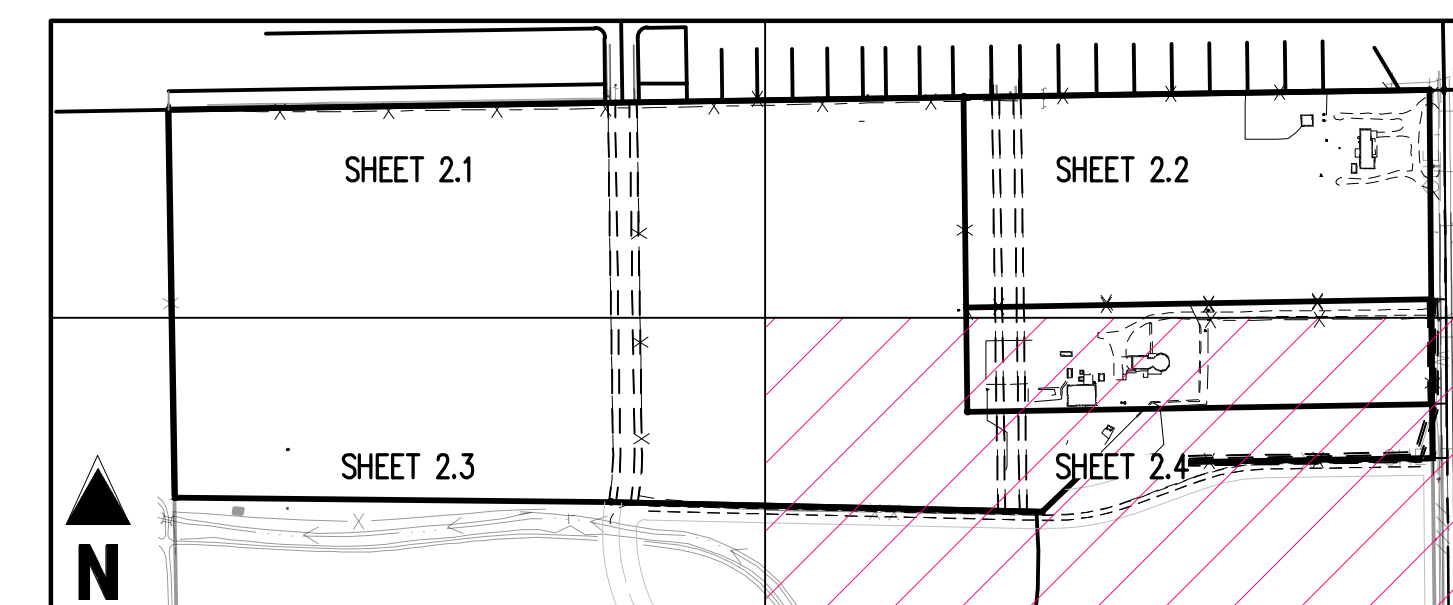
Project No:	EMP000001
Drawn By:	MNS
Checked By:	JKG
Date:	NOVEMBER 2024

EXISTING CONDITIONS
MAP

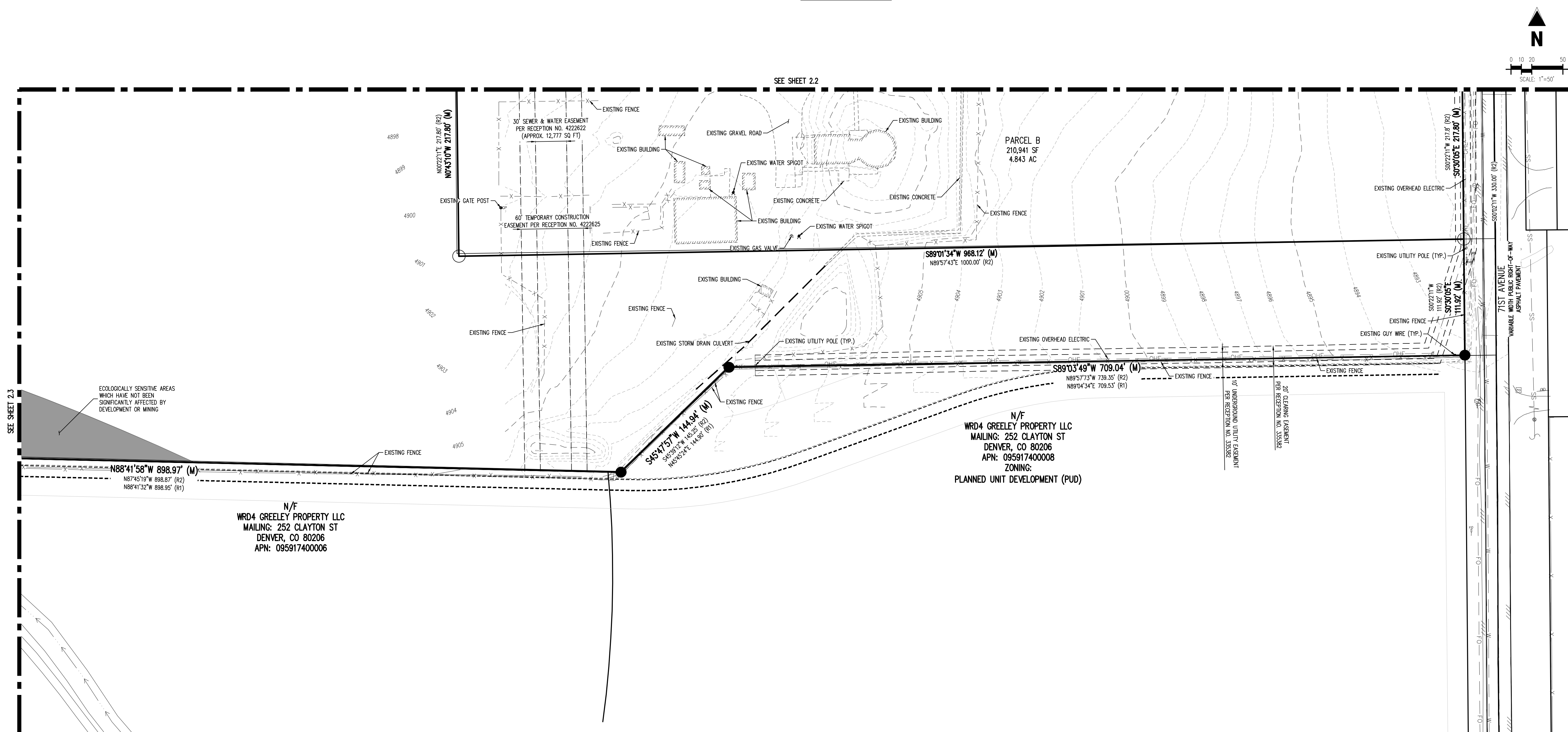
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PROJECT NUMBER: PUD2024-0001

SITE LEGEND					
	EXISTING PROPERTY LINE		EXISTING FLARED END SECTION		ALIQUOT CORNER (AS DESCRIBED)
	ADJACENT PROPERTY LINE		EXISTING FIRE HYDRANT		FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 3169" UNLESS OTHERWISE NOTED
	RIGHT-OF-WAY		EXISTING WATER METER		SET 24" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 37911" UNLESS OTHERWISE NOTED
	SECTION LINE		EXISTING WATER VALVE		
	ROAD CENTERLINE		EXISTING WATER WELL		
	EXISTING EASEMENT		EXISTING WATER SPIGOT	REC. NO.	RECEPTION NUMBER
	EXISTING CURB AND GUTTER		EXISTING SANITARY SEWER MANHOLE	(M)	MEASURED
	EXISTING CULVERT		EXISTING SANITARY SEWER CLEANOUT	(R)	RECORDED = DEED RECORDED AT REC. NO. 4817411
	EXISTING STORM DRAIN LINE		EXISTING ELECTRIC BOX	(R1)	RECORDED = WESTGATE FIRST FILING RECORDED AT REC. NO. 4789821
	EXISTING WATER LINE		EXISTING UTILITY POLE	(R2)	RECORDED = DEED RECORDED AT REC. NO. 2460739
	EXISTING SANITARY SEWER LINE		EXISTING GUY WIRE		
	EXISTING OVERHEAD ELECTRIC LINE		EXISTING TELEPHONE PEDESTAL		
	EXISTING FIBER OPTIC LINE		EXISTING FIBER OPTIC MANHOLE		
	EXISTING GAS LINE		EXISTING FIBER OPTIC MARKER		
	EXISTING SIGN		EXISTING GAS UTILITY MARKER		
	EXISTING GATE POST		EXISTING MISCELLANEOUS MANHOLE		
	EXISTING STORM DRAIN INLET		ECOLOGICALLY SENSITIVE AREAS		



KEY MAP
SCALE: 1"=400'

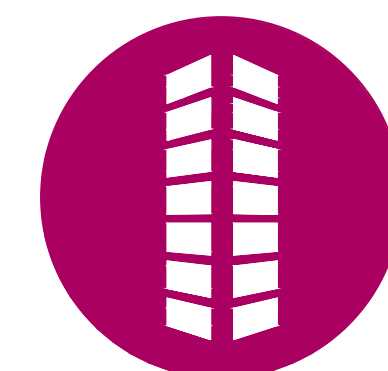


BASIS OF BEARING

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ENFR MANAGEMENT, LLC
VILLAGE AT GREELEY

SWC 23RD STREET ROAD AND 71ST AVENUE
GREELEY, COLORADO

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E	12/19/24	5TH PUD SUBMITTAL	SMB
F			
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X			
Y			
Z			

Project No:	EMP000001
Drawn By:	MNS
Checked By:	JKG
Date:	NOVEMBER 2024

EXISTING CONDITIONS MAP

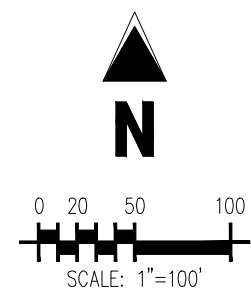
2.4

THE VILLAGE AT GREELEY COMMUNITY PLANNED UNIT DEVELOPMENT

LOCATED IN THE SE 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 66
WEST OF 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

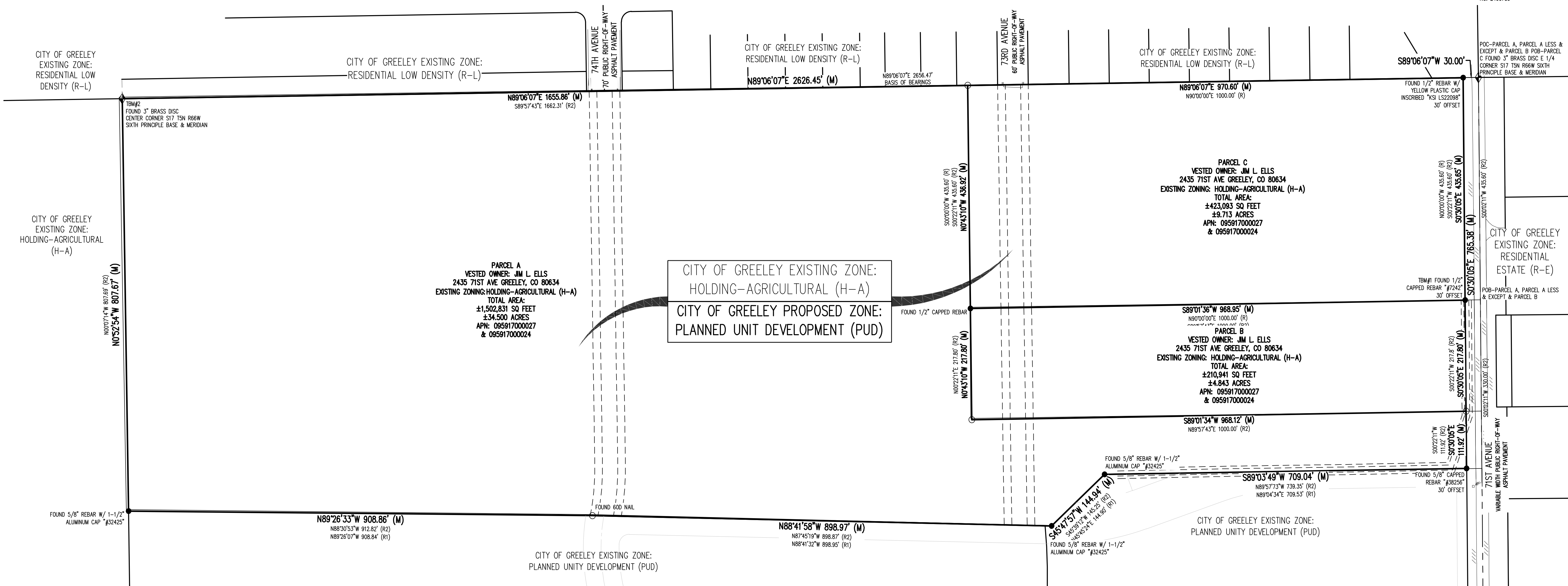
49.056 ACRES

PROJECT NUMBER: PUD2024-0001



SITE LEGEND

BOUNDARY LINE	ALLOT CORNER (AS DESCRIBED)
EXISTING PROPERTY LINE	FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 31169" UNLESS OTHERWISE NOTED
ADJACENT PROPERTY LINE	SET 24" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 37911" UNLESS OTHERWISE NOTED
RIGHT-OF-WAY	RECEPTION NUMBER
SECTION LINE	MEASURED
ROAD CENTERLINE	RECORDED = DEED RECORDED AT REC. NO. 4812411
EXISTING EASEMENT	RECORDED = WESTGATE FIRST FILING RECORDED AT REC. NO. 4789621
EXISTING EDGE OF PAVEMENT	RECORDED = DEED RECORDED AT REC. NO. 2460739
EXISTING CURB AND GUTTER	



LEGAL DESCRIPTION

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER OF SAID SECTION 17, MONUMENTED WITH NO. 6 REBAR OF UNKNOWN LENGTH WITH AN ILLEGIBLE 3-1/4" ALUMINUM CAP;
THENCE S89°06'07"W, A DISTANCE OF 30.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 71ST AVENUE, MONUMENTED BY A NO. 4 REBAR OF UNKNOWN LENGTH WITH 1" YELLOW PLASTIC CAP STAMPED KSI LS 23098 AND POINT OF BEGINNING;
THENCE S00°30'05"E, A DISTANCE OF 765.38 FEET ON SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF WESTGATE FIRST FILING, RECORDED AT RECEPTION NO. 4789621 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE, MONUMENTED WITH A NO. 5 REBAR OF UNKNOWN LENGTH WITH A 1-1/4" RED PLASTIC CAP STAMPED AZTEC PLS 38258;
THENCE ON THE NORTHERLY LINES OF SAID WESTGATE FIRST FILING FOR THE FOLLOWING FOUR (4) COURSES:
1. S89°03'49"W, A DISTANCE OF 709.04 FEET TO A NO. 4 REBAR OF UNKNOWN LENGTH WITH 1" PURPLE CAP STAMPED NORTHERN PLS 38232;
2. S45°47'57"W, A DISTANCE OF 144.94 FEET TO A BENT NO. 4 REBAR OF UNKNOWN LENGTH;
3. N88°41'59"W, A DISTANCE OF 898.97 FEET TO A SET 24" NO. 5 REBAR WITH A 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37911;
4. N89°26'33"W, A DISTANCE OF 908.86 FEET TO NO. 5 REBAR OF UNKNOWN LENGTH WITH 2-1/2" ALUMINUM CAP STAMPED D.B. & CO PLS 32435;
THENCE N00°52'54"W, A DISTANCE OF 807.67 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 17, MONUMENTED WITH NO. 6 REBAR OF UNKNOWN LENGTH WITH 3-1/4" ALUMINUM CAP STAMPED PLS 10855, 1997;
THENCE N89°06'07"E, A DISTANCE OF 2626.45 FEET ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17 TO THE POINT OF BEGINNING.
PARCEL CONTAINS 2,136,865 SQUARE FEET OR 49.056 ACRES, MORE OR LESS.

ZONING SUMMARY

EXISTING ZONING	PROPOSED ZONING	AREA (S.F. AND ACREAGE)
HOLDING-AGRICULTURAL	PUD	±2,163,991 S.F. (±2,159,957 S.F., MEASURED) ±49.678 ACRES (±49.586 ACRES, MEASURED)
TOTALS		±2,163,991 S.F. (±2,159,957 S.F., MEASURED) ±49.678 ACRES (±49.586 ACRES, MEASURED)

BASIS OF BEARING

BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 17. BEARING IS ASSUMED TO BEAR N89°06'07"E, MONUMENTED ON THE WEST BY A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 3-1/4" ALUMINUM CAP AND WITH ALL BEARINGS RELATIVE THERETO.

Galloway

5500 Greenwood Plaza Blvd., Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

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VILLAGE AT GREELEY

SWC 23RD STREET ROAD AND 71ST AVENUE
GREELEY, COLORADO

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E	12/19/24	5TH PUD SUBMITTAL	SMB

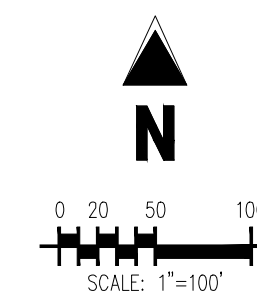
Project No: EMP000001
Drawn By: MNS
Checked By: JKG
Date: NOVEMBER 2024

ZONING SUITABILITY MAP

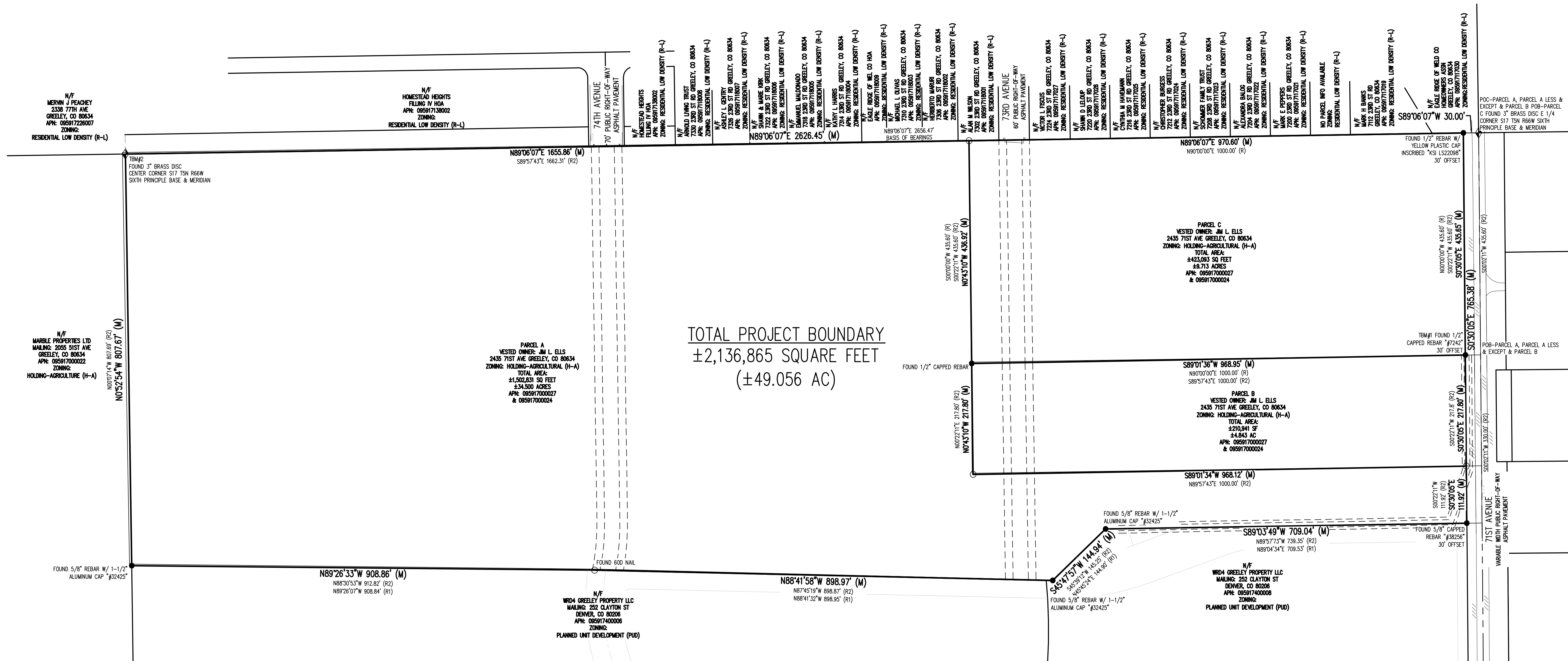
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PAGE 6 OF 13

49.056 ACRES
PROJECT NUMBER: PUD2024-0001



SITE LEGEND			
	BOUNDARY LINE		ALLOT CORNER (AS DESCRIBED)
	EXISTING PROPERTY LINE		FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 31169" UNLESS OTHERWISE NOTED
	ADJACENT PROPERTY LINE		SET 24" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 37911" UNLESS OTHERWISE NOTED
	RIGHT-OF-WAY		
	SECTION LINE		
	ROAD CENTERLINE	REC. NO.	RECEPTION NUMBER
	EXISTING EASEMENT	(M)	MEASURED
	EXISTING EDGE OF PAVEMENT	(R)	RECORDED = DEED RECORDED AT REC. NO. 4812411
	EXISTING CURB AND GUTTER	(R1)	RECORDED = WESTGATE FIRST FILING RECORDED AT REC. NO. 4789621
		(R2)	RECORDED = DEED RECORDED AT REC. NO. 2460739



TOTAL PROJECT BOUNDARY
±2,136,865 SQUARE FEET
(±49.056 AC)

BASIS OF BEARING

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VILLAGE AT GREELEY

SWC 23RD STREET ROAD AND 71ST AVENUE
GREELEY, COLORADO

[illegible]

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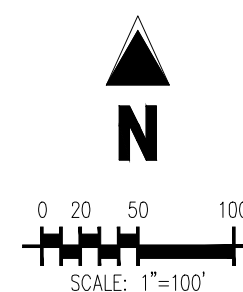
PROJECT BOUNDARY MAP

4.0
PAGE 7 OF 13

PROJECT NUMBER: PUD2024-0001

UNITS	TYPE	QTY
PLANNING AREA 1		
MODEL 1	DUPLEX/1 BR	40 BLDGS/80 UNITS
MODEL 2	SINGLE FAMILY/2 BR	113
MODEL 3	SINGLE FAMILY/3 BR	30
MODEL 4	SINGLE FAMILY/1 BR	32
PLANNING AREA 2		
MODEL 1	DUPLEX/1 BR	26 BLDGS/52 UNITS
MODEL 2	SINGLE FAMILY/2 BR	75
MODEL 3	SINGLE FAMILY/3 BR	20
MODEL 4	SINGLE FAMILY/1 BR	22

AMENITY LEGEND	
①	CLUBHOUSE/COMMUNITY POOL
②	DOG PARK
③	BARBEQUE AREA
④	PAVILLION
⑤	CAR AND DOG WASH
⑥	FIRE PIT
⑦	LAWN AMENITY AREAS
⑧	TRASH/RECYCLING
⑨	LEASING OFFICE



SITE LEGEND			
	BOUNDARY LINE		EXISTING EDGE OF PAVEMENT
	EXISTING PROPERTY LINE		EXISTING CURB AND GUTTER
	PROPOSED PROPERTY LINE/ROW BOUNDARY		CURB AND GUTTER BY OTHERS
	ADJACENT PROPERTY LINE		PROPOSED UNIT TYPE 1
	RIGHT-OF-WAY		PROPOSED UNIT TYPE 2
	SECTION LINE		PROPOSED UNIT TYPE 3
	ROAD CENTERLINE		PROPOSED UNIT TYPE 4
	EXISTING EASEMENT		PROPOSED OPEN SPACE
			ALIQUOT CORNER (AS DESCRIBED)
			FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 31169" UNLESS OTHERWISE NOTED
			SET 24" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 37911" UNLESS OTHERWISE NOTED
		REC. NO.	RECEPTION NUMBER
		(M)	MEASURED
		(R)	RECORDED = DEED RECORDED AT REC. NO. 4812411
		(R1)	RECORDED = WESTGATE FIRST FILING RECORDED AT REC. NO. 4789621
		(R2)	RECORDED = DEED RECORDED AT REC. NO. 2460778

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E	12/19/24	5TH PUD SUBMITTAL	SMB
-			
-			
-			
-			
-			

Project No:	EMP000001
Drawn By:	MNS
Checked By:	JKG
Date:	NOVEMBER 2024

OVERALL LAYOUT

5.0

PAGE 8 OF 13

Page 338 of 428

PLAN 1	# OF BUILDINGS	PLAN 2	# OF BUILDINGS	PLAN 3	# OF BUILDINGS	PLAN 4	# OF BUILDINGS
1A	24	2A	64	3A	17	4A	18
1B	19	2B	63	3B	15	4B	19
1C	23	2C	61	3C	18	4C	17
GARAGE W/STORAGE GA	18	COMMUNITY CENTER A	2	LEASING OFFICE LA	1	OVERSIZED GARAGE OGA	1



SITE PLAN

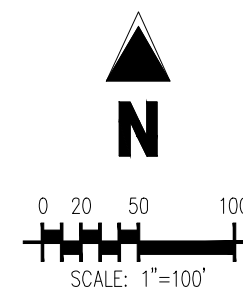
NTS

SITE DISTRIBUTION PLAN | VILLAGE AT GREELEY | GREELEY, COLORADO

8-12-2024

PROJECT NUMBER: PUD2024-0001

AMENITY LEGEND	
①	CLUBHOUSE/COMMUNITY POOL
②	DOG PARK
③	BARBEQUE AREA
④	PAVILLION
⑤	CAR AND DOG WASH
⑥	FIRE PIT
⑦	LAWN AMENITY AREAS
⑧	TRASH/RECYCLING
⑨	LEASING OFFICE



SITE LEGEND			
	BOUNDARY LINE		PLANNING AREA 1
	EXISTING PROPERTY LINE		PLANNING AREA 2
	PROPOSED PROPERTY LINE/ROW BOUNDARY		PROPOSED UNIT TYPE 1
	ADJACENT PROPERTY LINE		PROPOSED UNIT TYPE 2
	RIGHT-OF-WAY		PROPOSED UNIT TYPE 3
	SECTION LINE		PROPOSED UNIT TYPE 4
	ROAD CENTERLINE		
	EXISTING EASEMENT		
	EXISTING EDGE OF PAVEMENT		
	EXISTING CURB AND GUTTER		
	CURB AND GUTTER BY OTHERS		
		REC. NO.	RECEPTION NUMBER
		(M)	MEASURED
		(R)	RECORDED = DEED RECORDED AT REC. NO. 4812411
		(R1)	RECORDED = WESTGATE FIRST FILING RECORDED AT REC. NO. 4789821
		(R2)	RECORDED = DEED RECORDED AT REC. NO. 2460730

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EMPIRE GROUP
ENFR MANAGEMENT, LLC
VILLAGE AT GREELEY

SWC 23RD STREET ROAD AND 71ST AVENUE
GREELEY, COLORADO

[illegible]

Project No:	EMP000001
Drawn By:	MNS
Checked By:	JKG
Date:	NOVEMBER 2024

PLANNING AREA PLAN

6.0

PAGE 10 OF 13

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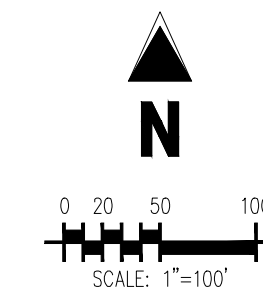
PLANNING AREA PHASING COMMITMENTS

- **PLANNING AREA 1 PHASE:**
 - CONSTRUCT ALL INTERIOR ROADWAYS, UTILITIES, AND PERMETER FENCING BETWEEN 71ST AVENUE AND 74TH AVENUE.
 - CONSTRUCT THE NEW ACCESS POINT ON 21ST AVENUE.
 - CONSTRUCT UTILITY MAIN EXTENSIONS FROM 73RD AVENUE TO 25TH STREET UNDER THE NEW 73RD AVENUE EXTENSION.
 - CONSTRUCT UTILITY MAIN EXTENSIONS FROM 74TH AVENUE TO 25TH STREET UNDER THE NEW 74TH AVENUE EXTENSION.
 - CONSTRUCT 73RD AVENUE AND 74TH AVENUE SURFACE IMPROVEMENTS, INCLUDING PAVEMENT, CURB AND GUTTER, SIDEWALK, AND STRIPING.
 - CONSTRUCT ACCESS DRIVES TO PLANNING AREA 1 OF THE DEVELOPMENT FROM 73RD AVENUE AND 74TH AVENUE.
 - CONSTRUCT ACCESS DRIVES UP TO PC TO PLANNING AREA 1 OF THE DEVELOPMENT FROM 73RD AVENUE AND 74TH AVENUE.
 - CONSTRUCT UTILITY MAIN STUBS FROM 74TH AVENUE TO PLANNING AREA 2 (WATER, SANITARY SEWER). STUB WATER MAIN TO NEW ACCESS DRIVE IN PLANNING AREA 2 ACROSS 74TH AVENUE.
 - CONSTRUCT STORM SEWER OUTFALL FROM PLANNING AREA 1 TO THE PROPOSED DETENTION POND.
- CONSTRUCT THE REGIONAL DETENTION POND, INSTALL PLANNING AREA 1 PLATES (ORIFICE, RESTRICTOR) BASED ON PLANNING AREA 1 DRAINAGE CALCULATIONS.
- CONSTRUCT IRRIGATION MAIN FROM IRRIGATION POND AT THE SOUTHWEST CORNER OF 25TH STREET AND 73RD AVENUE THROUGH PLANNING AREA 1 DEVELOPMENT.

- **PLANNING AREA 2 PHASE:**
- **CONSTRUCT ACCESS DRIVES TO PLANNING AREA 2 OF THE DEVELOPMENT FROM 74TH AVENUE.**
- **CONSTRUCT THE REGIONAL DETENTION POND, INSTALL PLATES (ORIFICE, RESTRICTOR) BASED ON DRAINAGE CALCULATIONS FOR THE ENTIRE DEVELOPMENT.**
- **CONSTRUCT IRRIGATION MAIN FROM PLANNING AREA 1 SUB THROUGH PLANNING AREA 2 DEVELOPMENT.**
- **CONNECT TO WATER MAIN SUBS FROM 74TH AVENUE. LOOP WATER MAIN THROUGH PLANNING AREA 2. SUB WATER MAIN TO NEW ACCESS DRIVE IN PLANNING AREA 2 ACROSS 74TH AVENUE.**

	LOT WIDTH (E-W)	LOT LENGTH (N-S)	BLOCK SIZE (SF, AC)
PLANNING AREA 1	1,652'	863'	1,281,369 SF 29.41 AC
PLANNING AREA 2	915'	832'	748,584 SF 17.18 AC

LOCATED IN THE SE 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 66
WEST OF 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO
49.056 ACRES
PROJECT NUMBER: PUD2024-0001



SITE LEGEND

	BOUNDARY LINE		EXISTING EDGE OF PAVEMENT
	EXISTING PROPERTY LINE		EXISTING CURB AND GUTTER
	PROPOSED PROPERTY LINE/ROW BOUNDARY		CURB AND GUTTER BY OTHERS
	ADJACENT PROPERTY LINE		PROPOSED UNIT TYPE 1
	RIGHT-OF-WAY		PROPOSED UNIT TYPE 2
	SECTION LINE		PROPOSED UNIT TYPE 3
	ROAD CENTERLINE		PROPOSED UNIT TYPE 4
	EXISTING EASEMENT		PROPOSED OPEN SPACE

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EMPIRE GROUP
ENFR MANAGEMENT, LLC
VILLAGE AT GREELEY

SWC 23RD STREET ROAD AND 71ST AVENUE
GREELEY, COLORADO

	Date	Issue / Description	Init.
A	12/12/23	1ST PUD SUBMITTAL	JKG
B	06/05/24	2ND PUD SUBMITTAL	JKG
C	08/28/24	3RD PUD SUBMITTAL	JKG
D	10/11/24	4TH PUD SUBMITTAL	JKG
E	12/19/24	5TH PUD SUBMITTAL	SMB
F			
G			
H			
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O			
P			
Q			
R			
S			
T			
U			
V			
W			
X			
Y			
Z			

Project No:	EMP000001
Drawn By:	MNS
Checked By:	JKG
Date:	NOVEMBER 2024

TRAFFIC PLAN

7.0

PAGE 11 OF 13

LOCATED IN THE SE 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 66
WEST OF 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO
49.056 ACRES
PROJECT NUMBER: PUD2024-0001

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PROJECT NUMBER: PUD2024-0001

Elevation 1

Overall Height: 18' 0"

T.O. PLATE: 8' 0"

FIN. FLR: 0' 0"

Materials and Features:

- SHIP LUG BRICKS
- DECORATIVE CHAIR
- SHIPS & BATTEN CLING
- WOOD COLUMN
- TRIM BOARD
- MASSIVE CAP
- MASSIVE FLOOR

Elevation 2

Overall Height: 18' 0"

T.O. PLATE: 8' 0"

FIN. FLR: 0' 0"

Materials and Features:

- SHIP LUG BRICKS
- DECORATIVE CHAIR
- SHIPS & BATTEN CLING
- WOOD COLUMN
- TRIM BOARD
- MASSIVE CAP
- MASSIVE FLOOR

Elevation 3

Overall Height: 18' 0"

T.O. PLATE: 8' 0"

FIN. FLR: 0' 0"

Materials and Features:

- SHIP LUG BRICKS
- DECORATIVE CHAIR
- SHIPS & BATTEN CLING
- WOOD COLUMN
- TRIM BOARD
- MASSIVE CAP
- MASSIVE FLOOR



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December 24, 2024

Jeffrey Woeber, The Greeley Planning Division

1001 11th Av

Greeley, Co 80631

RE: Planning Commission Hearing January 14, 2025

Mr. Woeber and The Greeley Planning Division

In response to the document I received regarding any responses reference the Village of Greeley PUD. What is the plan for additional water runoff from the Village of Greeley PUD. I don't believe building so many dwellings on fifty acres will not be adding to the property values of us long term residences.

I live at 2530 71st Av, Greeley and in the spring of 2023 experienced firsthand damage to my property and home due to the poor planning. The City of Greeley allowed construction of the Authentix Greeley Apartments with an overflow that was grossly undersized. There was no plan for the overflow that occurred. The water flooded 71st Av to the south and north of my residence causing flooding to at least one neighbor's property. When I was able to make contact with someone from the city a worker from the Public Works department came out. Long story short, I did not get any help with repairs or loss on my property.

This all leads to my concerns about the future building of such a large complex. Will I unnecessary expenses as a result of the poor planning like I have delt with previously from the City of Greeley.

Regards,

A handwritten signature in cursive script that reads "Patricia Bethel".

Patricia Bethel

From: [Jeff Woeber](#)
To: [Kelli Davis](#)
Subject: FW: March 4th meeting minute submission
Date: Thursday, February 13, 2025 4:14:38 PM

-----Original Message-----

From: Qortney Walker <q@qwealthmanagement.com>
Sent: Thursday, February 6, 2025 8:13 AM
To: Jeff Woeber <Jeff.Woeber@Greeleygov.com>; Amanda Heaston <mandyheaston@gmail.com>
Subject: March 4th meeting minute submission

[You don't often get email from q@qwealthmanagement.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

City Counsel,

I am requesting that this request be added to the minutes of the March 4th meeting for the village at Greeley PUD.

Two things I would like addressed.

1.) does the city think that two for lease only communities within blocks of each other is really a good idea for our community and its citizens.

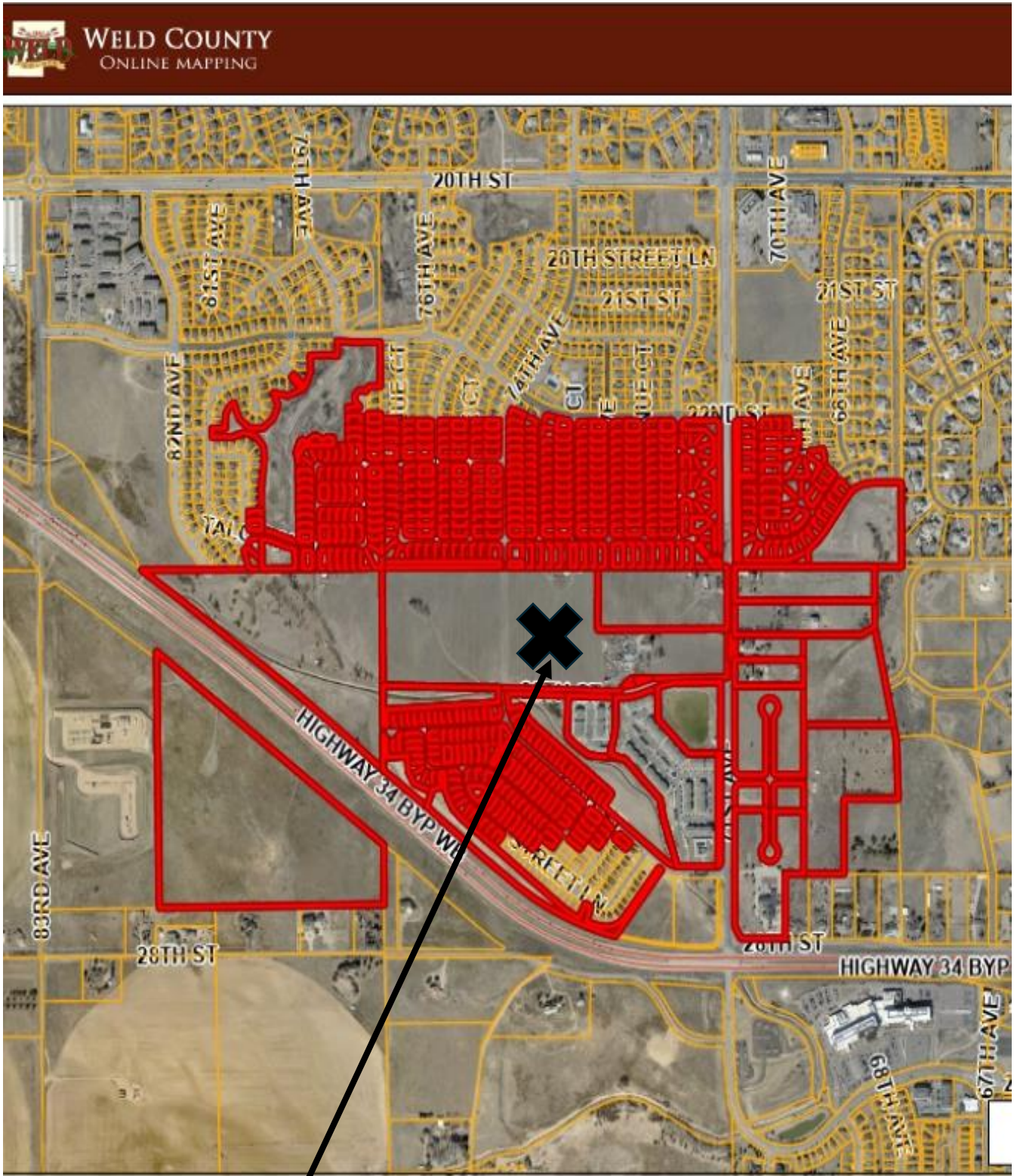
I have 4 kids and am very stressed of how they are going to go into the world and find stability and success.

Purchasing a home is at the top of those stresses. Why would we build not one but two communities that don't allow its citizens to purchase these lower cost type homes. This doesn't help your and my kids. It only helps a corporation get rich. Please explain to the city how this is best for its people and our cities future?

2.) There are 3 homes that this new build will greatly effect. I request that privacy walls be provided for the 3 remaining homes on 71st. Similar to the homes north of this project on 71st ave. This would allow congruity for the homes off 71st and would protect our personal homes from the increase of crime that we are already experiencing. We understand that building will happen and we aren't trying to stop the building on this land. But we are wanting the same protections that have been allowed to other citizens in similar situation

Thank you for these considerations.

Qortney Walker.
Sent from my iPhone



PUD Site Location

To: City of Greeley
Planning and Zoning Department

From: Galloway & Company, Inc
Jessica Greenough, Civil Technical Project Manager

Date: June 26, 2024

Re: **Empire Group Rezoning Submittal for 49.58 Acres, SWC 23rd Street and 71st Avenue**

Project Description:

This is a proposed rezoning of land currently zoned Holding Agricultural to Planned Unit Development (PUD). The property is 49.58 acres at the Southwest Corner of 23rd Street and 71st Avenue.

The Parcel Nos. for the properties subject to the rezoning request are:

- 095917000024
- 095917000027

The Village at Greeley seeks to create a new residential community that offers for-lease, single family homes with private outdoor patio spaces to support the surrounding neighborhood and employment centers. This community provides a strongly desired housing option in a professionally managed community with luxury amenities. Village at Greeley will offer 1, 2, and 3-bedroom homes with floor plans ranging from 655 square feet to 1,313 square feet. The 2-bedroom and 3-bedroom homes within the community will be detached, and the 1-bedroom homes will be duplexes. Every home in the community will be single-story in a modern, open floor plan design with vaulted ceilings, abundant natural light, and a private outdoor patio and backyard. Village at Greeley will be developed in three phases with Phase IA constructing 150 units, Phase IB constructing 101 units, and Phase II constructing 173 units. A total of 424 units will be constructed.

The Village at Greeley is designed with a “neighborhood community” theme, where residents can enjoy a friendly neighborhood environment. The homes are arranged in architectural clusters to encourage interaction, while also maintaining personal privacy. This style includes a variety of pitched roofs complementing the architectural style to create enhanced massing, finishes, and textures. Each floor plan will feature three different architectural elevation styles, helping create the architecturally themed clusters. The clusters are laid out to prevent architectural themes from being adjacent to each other. The proposed building elevations incorporate design elements such as metal awnings, board and batten, various masonry veneers, and a variety of decorative elements to provide a unique and attractive detail to all elevations. Wherever possible, each cluster is designed with architectural features and colorization to provide differentiation, resident wayfinding, while also achieving a cohesive aesthetic.

The Village at Greeley distinguishes itself from other similar communities by offering a high quality of life through the extensive amenities such as resort-style community pools and spas, barbeque areas, a dog park, multiple community open areas for recreational activities and stand-alone community centers outfitted with state-of-the-art fitness centers and gathering spaces for community and/or private events. Most importantly, the developer (through its on-site representatives) will be responsible for all maintenance of amenities and landscaping including individual patios and backyard areas. Other amenities will include a car wash station, car-charging stations, pet grooming area and valet trash pickup service combined with trash compactors to minimize refuse container eyesores. Every home will include a doggy-door access to the backyard for those beloved family four-legged friends.



The Village at Greeley will implement interior project connectivity through various open spaces that are both active and passive and with careful consideration for both pedestrian and vehicular circulation within the project. Landscaped walkways connect the residents to the interior of the project where active amenities and the community center/pool are located. In addition to the common open space for all residents – each residence will have their private backyard with green space and patio to enjoy, all while maintaining keen focus on water conservation and xeriscape style landscaping. Parking throughout the community includes uncovered, covered, garage and accessible spaces. Garage structures are designed to complement the homes – in architectural style and colorization. Storage units available for residents to rent are designed at the ends of the garage buildings. Steel parking shade canopies are painted to complement the project color scheme.

The Village at Greeley luxury homes are a unique product that provide an alternative to typical large building multifamily structures by creating individual homes with private yards under a leasing structure with no resident maintenance requirements. This hybrid housing product will serve the growing pool of residents who are looking for an alternative to traditional multifamily housing that offers the benefits and function of private home ownership, but without the obligations attendant to ownership.

The developer will submit a Site Plan and Civil Construction Documents following approval of the rezoning. Included with this rezoning application are the following: (a) Concept Site Plan; (b) Existing Conditions Map; (c) Zoning Suitability Map; (d) Project Boundary Map; (e) Traffic Impact Study; (f) Preliminary Drainage Report; and (g) Preliminary Hydraulic Analysis.

The following is a description of how the application meets the criteria for PUDs:

Review Criteria:

1. The plan reflects greater consistency with or more specificity in implementing the Comprehensive Plan than what could be accomplished under application of general zoning districts and development standards.

Per the general comments received during the first submittal of the rezoning (ZON2022-0024 2/16/2023) City Staff highly recommended proposing a PUD zone district as the proposed residential product type did not fit in with a straight zone district. The proposed PUD is consistent with the Comprehensive Plan as it is within the Long Range Expected Growth Area.

2. The benefits from any flexibility in the proposed plan:

- a. Promote the general public health, safety and welfare of the community, and in particular, that of the areas immediately near or within the proposed project, and is not strictly to benefit the applicant or a single project;

The general public health, safety, and welfare of the community will be upheld for the areas immediately near or within the proposed project. The PUD was created out of the necessity to fit the proposed residential product type into a zoning document that could capture all the necessary regulations and design criteria that was offered within existing zone districts.

- b. Involves innovative concepts that were not anticipated by the development code;
The innovative concept is built directly from the type of residential product the development proposes. The concept follows a multifamily/ high to medium density housing product typically seen with apartments, townhomes, or condominiums but as single family detached and duplex products. The existing city code does not have this housing type defined and therefore innovative concepts to introduce it are within the PUD document. or

- c. Apply to a unique or specific context in a manner that allows the project to better meet the intent or design objectives of the base zoning districts and design standard.

The project has used existing zone district regulations and code such as Residential High Density and Residential Medium Density zone districts while making its own unique context in the residential product it is developing.

3. The plan reflects generally accepted and sound planning and urban design principles with respect to applying the goals and objectives of the Comprehensive Plan to the area. *The PUD is designed to mitigate any potential adverse impacts while promoting sound planning and urban design principles. The limited additions that qualify this PUD are in line with the existing zone districts, especially the Residential High Density zone district. The PUD was crafted to complement the goals and objectives of the Comprehensive Plan. The PUD will offer a housing mix missing in the general area while promoting walkable neighborhoods as seen to the north of the subject property.*
4. The plan meets all of the review criteria for zoning map amendments in Section 24-204. *The review criteria for zoning map amendments are listed below with responses to how each criterion is being met.*

Review Criteria for Zoning Map Amendments in Section 24-204:

1. The proposal is in accordance with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan. *The proposed for lease cottage style community is consistent with Growth and City Form Goal 2 to "Promote a balanced mix and distribution of land uses," as well as Objective GC 2.2 Jobs Housing Balance, which is to "support zoning and development patterns that expand opportunities for people who live in Greeley to also work in Greeley (or vice versa)." The project is also consistent with Growth and City Form Goal 6 to "Maintain and enhance the character and interconnectivity of Greeley's neighborhoods" as well as Objective GC-6.3 Neighborhood Character, which is to "Maintain, enhance, and protect the character of established neighborhoods while recognizing the need for established neighborhoods to evolve to meet community needs."*
2. The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas. *The surrounding neighborhoods have been, and will be, developed as single family and multi-family residential and this rezoning to Planned Unit Development is consistent with the intent of the City to provide a diverse housing mix in residential neighborhoods.*
3. Whether the area changed, or is it changing to such a degree that it is in the public interest to rezone the subject property to encourage development or redevelopment of the area. *The area is developing and rezoning from Holding Agricultural to residential zoning is consistent with the transition of this area to suburban development within Greeley City limits.*
4. Whether the existing zoning has been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity. *The existing zoning Holding Agricultural has been in place since this property was annexed. Given the development trends, it is appropriate to rezone this property to residential.*
5. The proposed zoning will enable development in character with existing or anticipated development in the area considering the design of streets, civic spaces and other open space; the pattern, scale and format of buildings and sites; and the compatibility and transitions with other complimentary uses and development. *The proposed zoning to Planned Unit Development will be complementary to the surrounding residential neighborhoods with street connections and a diverse housing mix.*
6. The City or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district. *The proposed residential use of this*

property can be served by the adjacent street network as demonstrated in the submitted traffic study.

7. The change will serve a community need, provide an amenity, or accommodate development that is not possible under the current zoning or that was not anticipated at the time of the initial zoning of the property, making the proposed zoning more appropriate than the current zoning. *The current zoning, Holding Agricultural, is a transition zoning put in place at the time of annexation until the property is ready for development. The proposed Planned Unit Development zoning will allow for development in a suburban residential land use pattern. The cottage style for lease product offers diversity to the housing products currently available in this part of the City, a need made evident by the incorporation of this new zoning classification by the City.*
8. Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design and engineering practices or are outweighed by broader public benefits to the surrounding community. *This proposed development associated with this rezoning request provides a diverse housing type in a well-planned master development. This housing product offers the community a unique opportunity that is not currently available in this part of the City. Given the product's design, layout and single-story nature, there are no foreseen negative impacts to the neighboring properties or the City as a whole.*
9. The recommendations of professional staff or advisory review bodies. *The planning staff recommended Planned Unit Development as being best suited for this housing type. This is a new zone district intended to provide smaller residential units and this project is specifically situated to serve the needs identified by the creation of this new zoning district.*

Statement of Commitments:

Area / Improvement	Plan Preparation And Approval	Construction	Maintenance Responsibility	Ownership
74 th Avenue	ENFR Management, LLC	ENFR Management, LLC	City Of Greeley	City Of Greeley
73 rd Avenue Utilities (Water And Sanitary Sewer)	ENFR Management, LLC	ENFR Management, LLC	City Of Greeley	City Of Greeley
Partial Extension Of 73 rd Avenue From 25 th Street	ENFR Management, LLC	ENFR Management, LLC	ENFR Management, LLC	ENFR Management, LLC
Right-Of-Way, Sidewalk, And Tree Lawn Along West Side Of 71 st Avenue	E ENFR Management, LLC	ENFR Management, LLC	City Of Greeley	City Of Greeley
25 th Street Widening, Trail, And Tree Lawn	ENFR Management, LLC	ENFR Management, LLC	City Of Greeley	City Of Greeley
Extend 25 th Street Full Section To West Property Boundary	ENFR Management, LLC	ENFR Management, LLC	City Of Greeley	City Of Greeley
Detention Pond	ENFR Management, LLC	ENFR Management, LLC	ENFR Management, LLC	ENFR Management, LLC
Trail From Phase 1a Through Phase 1b To Phase 2 (Along North Side Of Detention Pond)	ENFR Management, LLC	ENFR Management, LLC	ENFR Management, LLC	ENFR Management, LLC
Intersection At 74 th Avenue & 25 th Street (Includes Left Turn Lanes In East And West Travel Directions)	ENFR Management, LLC	ENFR Management, LLC	City Of Greeley	City Of Greeley

City of Greeley, Colorado
PLANNING COMMISSION PROCEEDINGS

January 14, 2025

1. Call to Order

Chair Yeater called the meeting to order at 1:15 PM.

2. Roll Call

The hearing clerk called the roll.

PRESENT

Chair Justin Yeater
Vice Chair Erik Briscoe
Commissioner Louisa Andersen
Commissioner Jeff Carlson
Commissioner Larry Modlin

ABSENT

Commissioner Brian Franzen
Commissioner Christian Schulte

3. Approval of Agenda

There were no changes to the agenda.

4. Approval of the November 12, 2024, Planning Commission Meeting Minutes

Commissioner Andersen moved to approve the minutes dated November 12, 2024.
Commissioner Carlson seconded the motion.

Motion carried 5-0 (Commissioner Franzen and Commissioner Schulte absent).

5. A public hearing to consider a request by ENFR Management, LLC to rezone 49.056 acres of land located at the northwest corner of the intersection of 71st Avenue and 25th Street from HA (Holding Agriculture) zoning district to PUD (Planned Unit Development) zoning district (Case number PUD 2024-0001, The Village at Greeley PUD)

Chair Yeater introduced the item as published and asked the Commission if they wish to see a presentation. Seeing none, Chair Yeater asked if anyone in attendance wishes to see a presentation. Seeing none, Chair Yeater suspended the presentation and asked for staff to answer Commissioner Anderson's question of how the workflow will proceed as it pertains to a PUD. Jeff Woeber (Planner III) answers the question. The rest will be staff level review, and we do not have the subdivision plan yet. Chair Yeater asks if the applicant is present and wishes to make a presentation. No presentation from the applicant, Chair Yeater opens discussion to the public. Loni Nevil at 76th Avenue Court, speaks to the item in opposition. Chair Yeater closes the public hearing portion seeing no others wishing to speak and gives the applicant opportunity to respond. Applicant Brian Friel with the Empire Group out of Scottsdale, AZ. Speaks to Mrs. Nevil's concerns. Stating this development is a 50 acre site that will

have 500,000 square feet of living space. This is not a bunch of small individual homes, it's a substitute for an apartment, these are small cottage homes. Chair Yeater asks for other questions for the Applicant, Chair Discussion ensued between Mr. Freil and the commissioners referencing "apartment like set up", amenities, open space with this project, and their experience with this type of setup elsewhere. Seeing no other questions for the Applicant, Chair Yeater gives the applicant the option to bring this item back when there is a full board present for a vote (only 5 Commissioners present for this meeting) Applicant Mr. Freil wishes to proceed with a vote today. Chair Yeater asks staff for clarification on Single Family Homes being used to explain the structure, not the actual lot. Jeff Woeber (Planner III) and Don Threewitt (Deputy Director of Community Development) clarified they were correct.

Commissioner Anderson based on the application received in the preceding analysis, the Planning Commission finds that the proposed rezoning and planned unit development is in compliance with sections 24-204 B, and 24-205 c. of the Development Code, and therefore recommend City Council approval.

Commissioner Briscoe seconded the motion. Chair Yeater speaks about PUDs and standards that are required. Problems with code in the future might happen.

Motion carried 3-2 (Chair Yeater & Commissioner Anderson apposed)

6. A public hearing to consider a request by Ogilvie Properties, Inc. for a USR (Use by Special Review) to allow a multi-family residential development in the C-H (Commercial High Density) Zoning district on 7.879 ± acres of land located north of 10th Street, south of 8th Street and east of 69th Avenue (Case number USR2024-0003, Union Crossing Multifamily).

Chair Yeater introduced the item as published.

Michael Franke (Planner III) began his presentation by introducing himself and the case as published. He shared background information about the site as well as zoning and land use information for the lots surrounding the site. Mr. Franke shared the proposed uses for the project and what the intent was for the project and its uses if approved. He shared that the packet included various plans for the USR (Use by Special Review) and shared the overview of them. The applicant is seeking a 9.4% parking reduction from the standard requirements. The site is served by 2 transit stops along 10th street. The required number of parking spaces is 348 and the applicant is providing 315 spaces with the 9.4% reduction.

He continued, stating the proposal complies with Section 24-206 B(1-8) of the Greeley municipal code. Proper notification has been made for the project. A neighborhood meeting was held on July 10, 2024 for citizens to have the opportunity to weigh in on the project. The concerns expressed at the meeting were regarding traffic, parking and multi-family developments in general within Greeley. These concerns have been mitigated to the best of the applicant's ability through the design review process with City staff. As of January 3, 2025, three opposition letters have been received for this project by City staff from citizens. The concerns were regarding traffic and parking. Staff recommends approval. Mr. Franke concluded his presentation, and shared that the applicant was in attendance with a presentation.

Some discussion took place between Mr. Franke and the Commission regarding the overall plan and how it fits within the framework of the residential high zones surrounding this area. Also regarding traffic plans. Logan Glewen (City Engineer) and Don Threewitt (Deputy Director of Community Development) provided more technical information regarding traffic and the study done for this

parcel.

Chair Yeater invites the applicant to make his presentation. The applicants, Dustin Jones and Matthew Schilt with Union Crossing 2601 Blake St. in Denver, introduced himself and began his presentation for this project.

Mr. Jones began the presentation by sharing information on their building experience and projects they have worked on in Colorado. This area will help create a less intense traffic impact than what it would be if used for retail use. Mr. Schilt continued the presentation by sharing Weld County current vacancy rates, market rate apartments is less than 5% 4.8 6 as of Q 4 of last year. Weld County absorbed 1,130 units market rate apartment units over the last 4 quarters, which is about 10% of its existing supply of 11,612 units. So, it's an extremely tight market that has a considerable amount of demand. Their project team is extremely committed to quality, and believe their proposal shows that commitment.

Some discussion took place between the Commission and the applicant regarding the commercial pads mentioned and the parking reduction. They discussed how parking will be enforced in the lot itself and outside the community. Mr. Schilt stated they planned for 41 guest parking spaces that will be available next to the clubhouse and pool. They planned for 1.5 parking spaces per unit.

With no further questions for staff or the applicant Chair Briscoe opened the Public Hearing at 1:52 p.m., seeing no request for public comment he closed the Public Hearing at 1:52 p.m. and asked the Commission to take action.

Chair Yeater gives the applicant the option to bring this item back when there is a full board present for a vote (only 5 Commissioners present for this meeting) Applicant Mr. Schilt asked if there was a way to get a sense for what the boards perspectives were before they make a final decision on that. Chair Yeater said the applicant has as much information as he does at this point. The applicants wish to proceed with a vote today.

Commissioner Anderson based on the application received and the preceding analysis, the Planning Commission finds that the proposed Use by Special Review for a 192 unit multifamily development in the C-H Commercial High intensity zone district is consistent with the development code criteria of Section 24-206 B(1-8) and therefore approves the Use by Special Review as submitted.

Commissioner Carlson seconded the motion. Chair Yeater and Vice Chair Brisco discussed parking and possible issues with parking on the streets in the future.

Motion carried 5-0

Commissioner Modlin had a question about this proposal changing the City's transit schedule. Brian McBroom (Director of Community Development) gave information that the Public Works Department is actively working on an updated mobility plan. Don Threewitt (Deputy Director of Community Development) explained that questions regarding the parking reduction and transit credits are referred to our Mobility and Transit Department. Chair Yeater stated he would like to see these studies included in these types of cases for review.

7. Staff Report

Brian McBroom (Community Development Director) began by sharing that starting the 1st of this year the State of Colorado began accepting licenses for Natural Medicine businesses. Natural medicine is the term used to describe businesses that use psilocybin. Staff worked with the City Attorney's Office

and City Council to create a fairly quick amendment to the city's development code to manage where those businesses could be located in the City. Unlike marijuana licensing where Cities have the ability to opt out of marijuana. Licensing Cities are not permitted to opt out of natural medicine licensing. We will be back to the Planning Commission at the next meeting to walk through the Code Amendment, walk through the rationale for that code amendment so that you will be familiar with those new standards.

Concluding, Mr. McBroom stated we are very close to a kickoff meeting for the East Sub Area Plan.

Vice Chair Briscoe requested City staff give the Commission a running tally of total permits. He feels Greeley is getting out of balance and this could shed some light on if that is correct. Commissioner Anderson would like to see the Missing Middle come through. Don Threewitt gave a definition of Missing Middle and conversation continued with the commissioners. A Housing needs assessment and a housing strategic plan are being developed right now and will get this information for everyone.

Discussion moved to the West Greeley, Cascadia project. More information to come once Council decisions are made.

8. Adjournment

With no further business before the Commission, Chair Yeater adjourned the meeting at 2:20 p.m.

Justin Yeater, Chair

Brian McBroom, Community Development Director



To: Greeley City Council

From: Jeffrey Woeber, Planner III

Date: July 15, 2025

RE: Addendum to staff report, City Council packet for the Village at Greeley Planned Unit Development (PUD2024-0001)

Below is information from Planning staff for City Council, to provide some general clarification based on questions and issues raised at the May 6, 2025 hearing.

Build-to-Rent

Build-to-Rent (BTR) is a relatively new type of development consisting of single-family homes, duplexes, and townhomes that are planned, developed and managed strictly as a rental product and not intended to be under individual ownership. BTR development proposals in Greeley have thus far been single-family, with some duplexes and small “accessory dwelling units,” or ADUs.

BTR properties operate similarly to a multi-family/apartment development, being under a single ownership, on a large lot or lots with multiple units on each. They are professionally managed with upkeep and maintenance being the responsibility of the management company. They feature amenities such as those proposed by the Village at Greeley, e.g. a clubhouse, fitness center, pool, car wash/car charging, common area and dog park.

Key Aspects of the BTR Trend

- Construction of new for-sale single-family homes has been declining nationwide since the 2008 recession (see chart below)
- The reason for this decline is increasing construction costs, borrowing costs, interest rates, etc. – making it challenging for both homebuilders and homebuyers
- As a result, there is increasingly high demand for rentals nationwide, including the BTR product for customers who prefer to live in a house rather than an apartment. See links to articles below
- BTR has become a significant development trend, primarily in the last five years
- Nationwide BTR increased 62% in 2023 over 2022, 75% in 2024 over 2022
- Top U.S. markets include: Arizona, Texas, Alabama, North Carolina, Georgia, Florida, Utah – with increasing interest in Colorado
- In Colorado, BTRs have built in the Denver Metropolitan area, Colorado Springs, Loveland, Fort Collins, Erie, Firestone, Brighton, and Commerce City. A photo below shows a portion of Colorado’s oldest BTR development in Commerce City

- Studies show significantly less occupant turnover than apartments
- Build to rent can provide single-family home advantages: front door on the street, no shared walls with neighbors, private yards, community amenities, and no typical home ownership responsibilities such as repairs and maintenance
- With the recently approved Boomerang BTR and the proposed Village at Greeley BTR project, it would be difficult to shift the residences over to individual ownership other than possibly through a condominium process

City of Greeley's Approach to BTR Applications

- Two applications have been processed in Greeley:
The Boomerang PUD: 378 dwelling units, approved 1/21/2025
The Village at Greeley PUD: proposed 424 units, CC hearing postponed from 05.06.25 to 07.15.25
- The PUD process was recommended by Planning staff for each of the PUDs
- Entitling BTR projects under "straight" non-PUD residential zoning districts is not possible due to: minimum lot area requirements, setbacks, landscaping standards, parking requirements, and various residential design standards
- Density of BTR is site specific; the Village at Greeley PUD would allow up to 10.5 units/acre while a multi-family apartment complex may be up to 45 units/acre (due to greater height @ 3-4 stories)

Water, Sewer Considerations

City of Greeley Water & Sewer (W&S) Department staff indicated they would ideally prefer individual meters for each house or unit in a BTR versus the proposed "master meters." However, given the dense configuration of BTR developments, W&S has been willing to accommodate the master meter approach. This is due to challenges related to correct placement of service lines in order to meter each unit individually.

W&S have provided comments recently recommending "one tap off the public water main, that is then manifolded into separate service lines with separate meters and separate turn off valves." W&S explains this provides each property and the city the best ability to track water use, track leaks, repair leaks, and bill each property accurately.

Code Compliance Concerns

City of Greeley Code Compliance inspectors do have the ability to access multi-family apartment complexes for site visits and inspections. Apartment complexes typically have internal access drives and parking areas that are not restricted or closed. Code Compliance sees the BTR Development would be similarly accessible to inspectors.

Other Cities' BTR Codes

- Staff research indicates other cities and towns commonly apply Planned Unit Development regulations (as does Greeley), along with Planned Area Developments, Special Use processes, and various types of Master Plans which can provide flexibility to allow BTR projects
- Staff did find articles noting there have been detractors to BTR in other areas, based on perceptions that "...Wall Street is buying BTR homes and preventing first time home buyers from purchasing," as well as having to overcome some general negative perceptions of rentals
- Staff found very few codes with zoning and development standards specific to BTR projects
- Two examples were found in an online search by staff that do specify BTR standards:
 1. Decatur, Alabama added "Build-to-Rent Regulations" to their Code, which require a Conditional Use Permit allowable only in Residential Zone Districts, requiring Zoning Board of Adjustment approval (Decatur's BTR Regulations are available in a link below)
 2. Celinas, Texas has drafted specific development regulations for certain projects, similar to a PUD. These have a density limitation of 12 units/acre, with height, landscaping, setback, lot coverage and design standards (a link to this Code Section is also available below)

BTR Online Links (Right Click, Open Hyperlink)

[Decatur, Alabama BTR Code Section](#)

[Celina, Texas BTR Ordinance](#) (See pages 9 – 14)

[Article, BTR Boom](#) (February 2025)

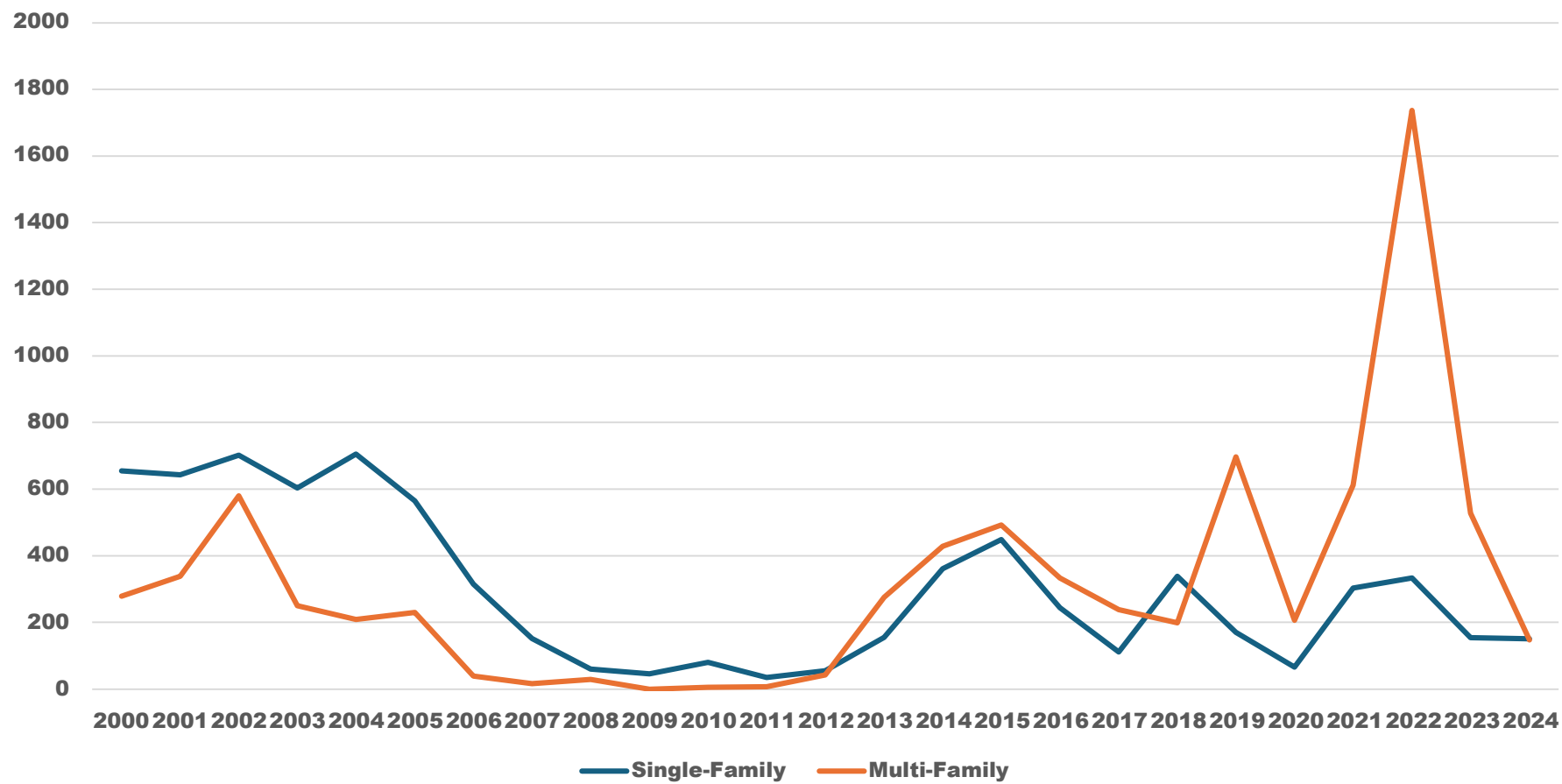
[Article, BTR Boom](#) (April 2024)

[Article, BTR Market](#) (2023, see page 189)

[Article, BTR Growth](#) (October 2022)

[Video, From Village at Greeley Applicant](#) (1 ½ Minute Video)

City of Greeley New Single and Multi-Family Units Per Year



Through May of 2025, there have been 79 single-family units and 6 multi-family units constructed in Greeley



BTR in Commerce City – First BTR in Colorado (2019)



BTR in Dallas, TX – Owned by Christopher Todd Communities



BTR in Houston, TX – Owned by Christopher Todd Communities



Village at Greeley Planned Unit Development PUD2024-0001

**Don Threewitt, Community Development Deputy Director
City Council Meeting – July 15, 2025 (Continued from May 6)**



Agenda



Purpose: Consideration of approval to change zoning of the subject property.

Request: Rezone from Holding Agriculture (H-A) to Planned Unit Development (PUD).

PUD Overview



Background: 49.056 - acre property currently undeveloped, has not been subdivided

- **Uses Proposed:**

- Planning Area 1 – 29.41 acres
- Planning Area 2 – 17.18 acres

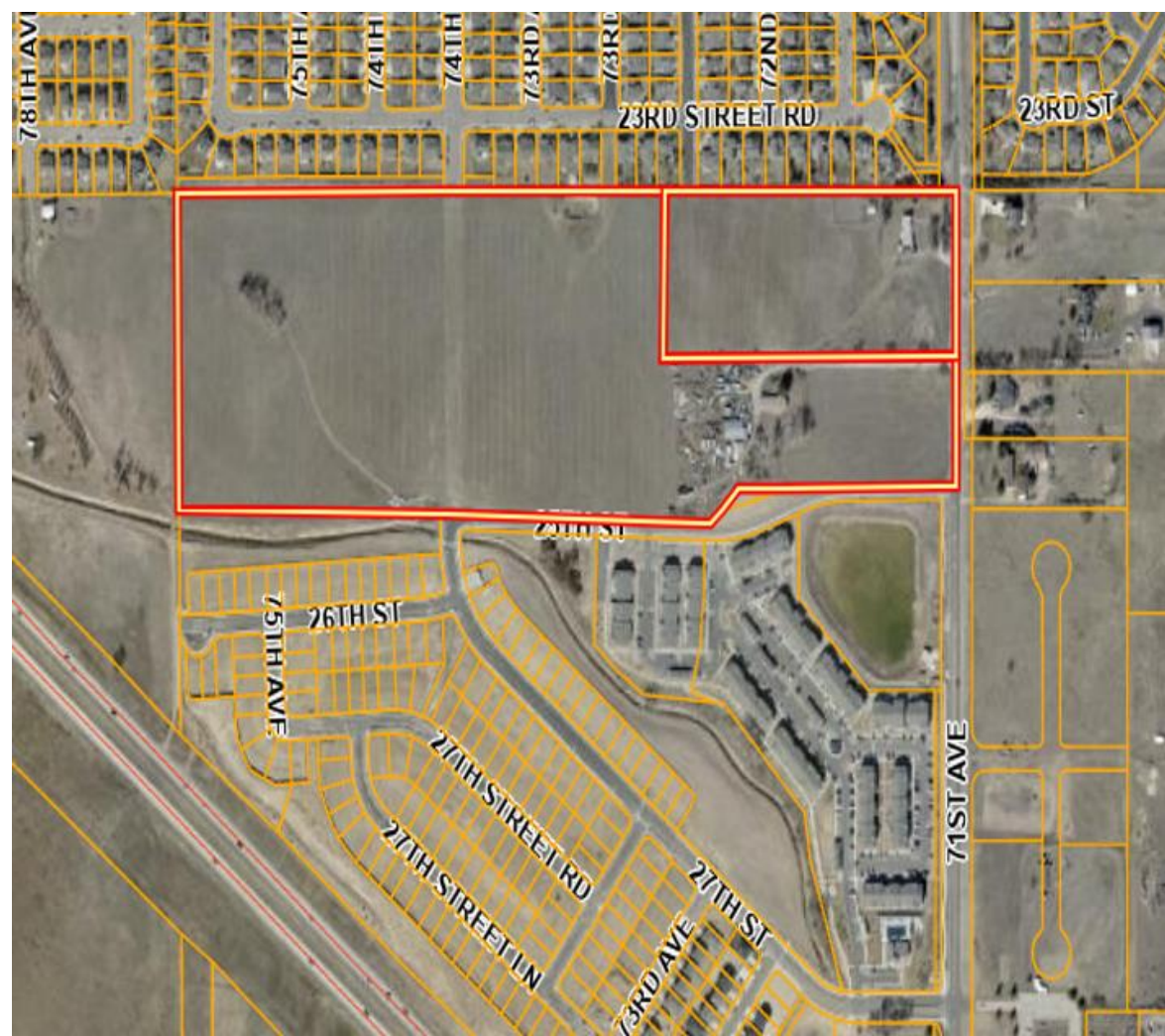
The two Planning Areas are to be bisected by an extension of 74th Avenue. Both Planning Areas allow single-family and duplex residential uses as for-lease “build to rent” (BTR)

PUD Overview



- **Total Number of Units (Maximum):**
 - Planning Area 1: 255 units comprised of 175 single-family units, 40 duplexes (80 units)
 - Planning Area 2: 169 units comprised of 117 single-family units, 26 duplexes (52 units)
- **Proposed Density** – 10.2 units/acre
- **Amenities**
 - Community center, pool, dog park, open community areas, car wash/car charging stations trails, multi-use space

Location



- Northwest corner 71st Ave/25th St
- Surrounding Zoning and Land Uses:
 - North: R-L | Residential
 - East: R-E | Residential
 - South: PUD | Residential
 - West: H-A | Open Space/Park

PUD Continuance

- **City Council continued the PUD from May 6 to July 15:**
 - City Council asked questions & expressed concerns regarding BTR generally, and the subject application
 - City Council asked staff to discuss BTR at a work session prior to July 15
 - To avoid due process concerns related to this quasi-judicial hearing, information is being provided during this hearing instead of an intervening work session

Answers to Specific Council Questions



- **Does the project layout inhibit code enforcement?**
 - No. City staff are afforded access on private streets and all public areas for code enforcement activities.
- **Can the units be sold individually in the future?**
 - Though selling as condominium units is possible, it's unlikely. Applicant will answer whether 'for-sale' units were considered.
- **What assurances exist that this will be well-maintained over time?**
 - The applicant has committed to a high level of maintenance to protect their investment and will use a professional property management company.
- **How have other similar projects elsewhere held up over time?**
 - The oldest examples are less than ten years old and are well maintained.
- **Why is this a Planned Unit Development/why not specific B2R zoning?**
 - Nationally, a large majority of these projects are approved as PUD. Specific zoning for B2R is rare.

Additional Information Provided

An addendum was prepared by staff, included in City Council's July 15 agenda packet

The addendum includes:

- General information on BTR
- Reasons for increased BTR Development
- Areas that have BTR projects in place, nationwide and in Colorado
- BTR codes and regulations in Greeley and other cities
- Water and Sewer considerations
- Code compliance considerations
- Links to online codes and articles
- Applicant has provided a presentation with additional information (included in packet)

Request



This is a request for City Council approval of the Village at Greeley PUD

Considerations

Approval Criteria

- Rezoning Criteria, 24-204(b) Nine Criteria Used to Evaluate Rezoning Applications
- PUD Criteria, 24-205(c) Four Criteria Used to Evaluate PUD Applications
- The proposal is consistent with the criteria as outlined in your Summary

Notification

- Neighborhood meeting held on October 22, 2024, discussion with some concerns raised and some voicing support
- Mailed notification to within 1000 feet of property boundary
- 367 notice letters
- Sign posted on the property
- Web notice

Recommendation

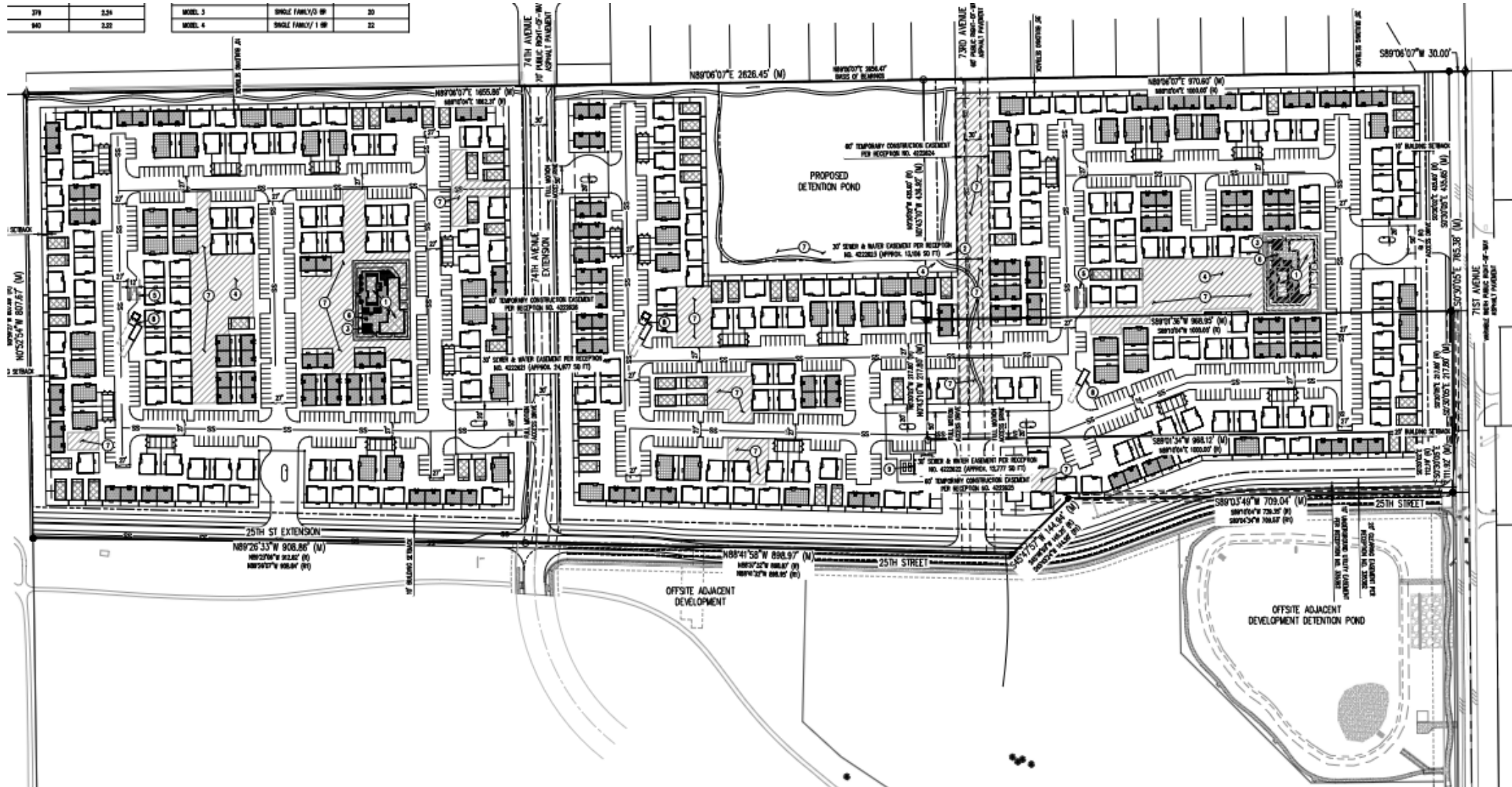
Recommendation

- Based on Compliance with Code Sections 24-204(b) and 24-205(c)
- Staff recommends approval
- Planning Commission recommended approval January 14, 2025, by a 3-2 vote

Thank you



Village at Greeley PUD



The Village Communities City Council Meeting



Build to Rent

Providing a Solution to a Housing Need

The Law of Supply & Demand



GROWING DEMAND

INSUFFICIENT SUPPLY

Galloway

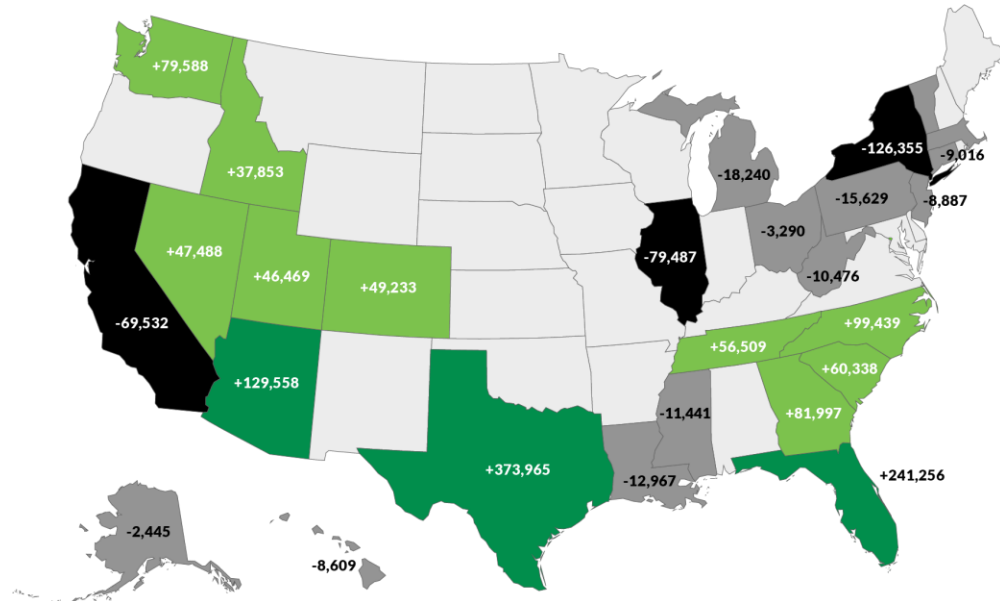
VILLAGE

EMPIRE
GROUP OF COMPANIES

Build to Rent

Providing a Solution to a Housing Need

There is substantial migration underway from the Midwest, Northeast and California to the mountain west and sunbelt markets of Nevada, Utah, Colorado, Arizona, Texas and Florida.



Source: 2020 Annual Net inflows/Outflows of Population, United States Census Bureau



2

Build to Rent

Providing a Solution to a Housing Need

Purchasing Barriers

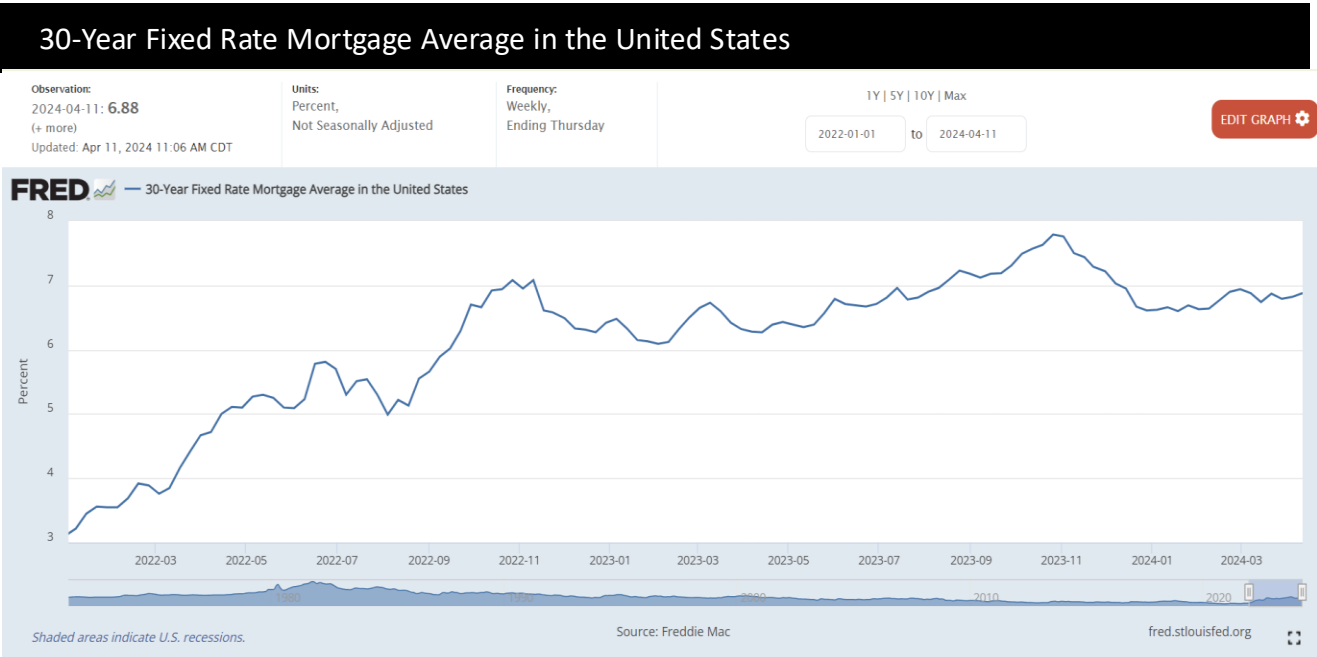
Among Millennials, student loans and credit card debt may pose significant barriers to purchasing a single-family home.

	All Buyers	36 or Younger	37 - 51	52 - 61	62 - 70
Percentage of Respondents that said: "Saving for a down payment was the most difficult task in buying process."	13%	23%	13%	4%	3%
Reasons Why:					
Student Loans	49%	55%	29%	9%	7%
Credit Card Debt	40%	31%	41%	29%	31%
Car Loan	34%	32%	21%	14%	10%
Child Care Expenses	18%	12%	15%	1%	4%
Health Care Costs	14%	9%	10%	13%	11%
Other	15%	18%	26%	52%	48%
Median Years Delayed	3 Years	3 Years	4 Years	3 Years	4 Years

Build to Rent

Providing a Solution to a Housing Need

Rising interest rates may increase financing costs for first time home buyers.



Source: Freddie Mac – April 2024

Build to Rent

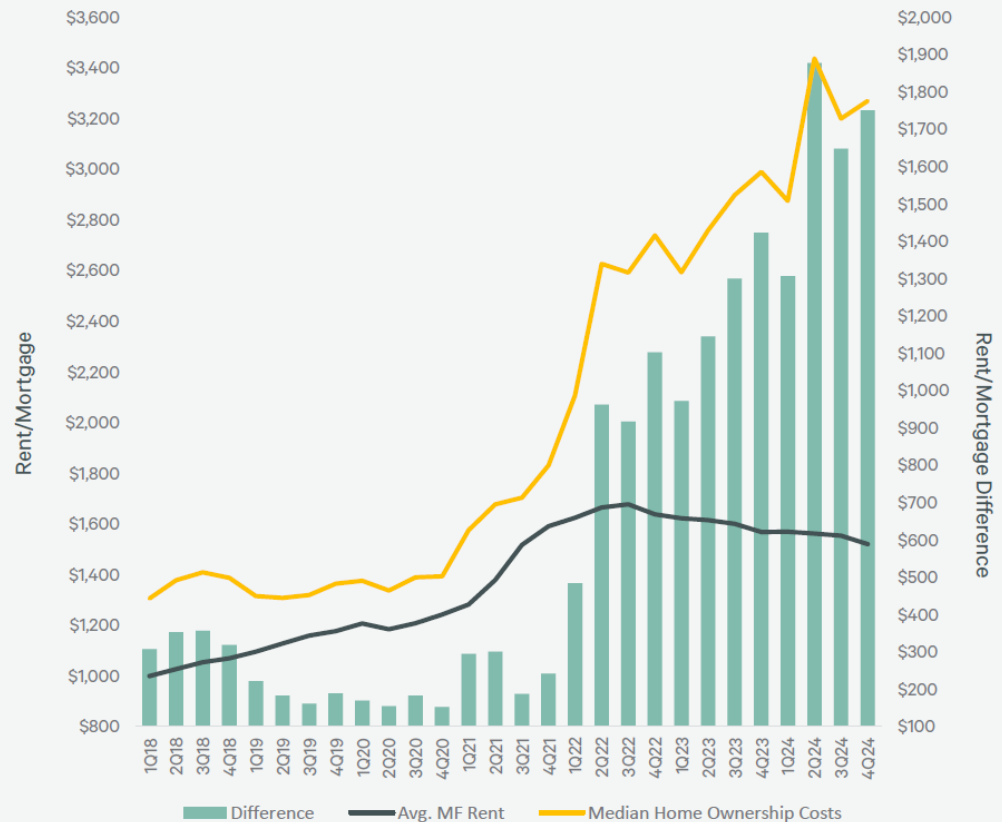
Providing a Solution to a Housing Need

Owning vs. Renting

Owning a home costs \$1700+ more per month than renting – an all-time record and \$1200 more than at the start of 2022

Source: RealPage, CBRE - 2025

Figure 10: Rent and Mortgage Increase | Averages By Quarter



Build to Rent

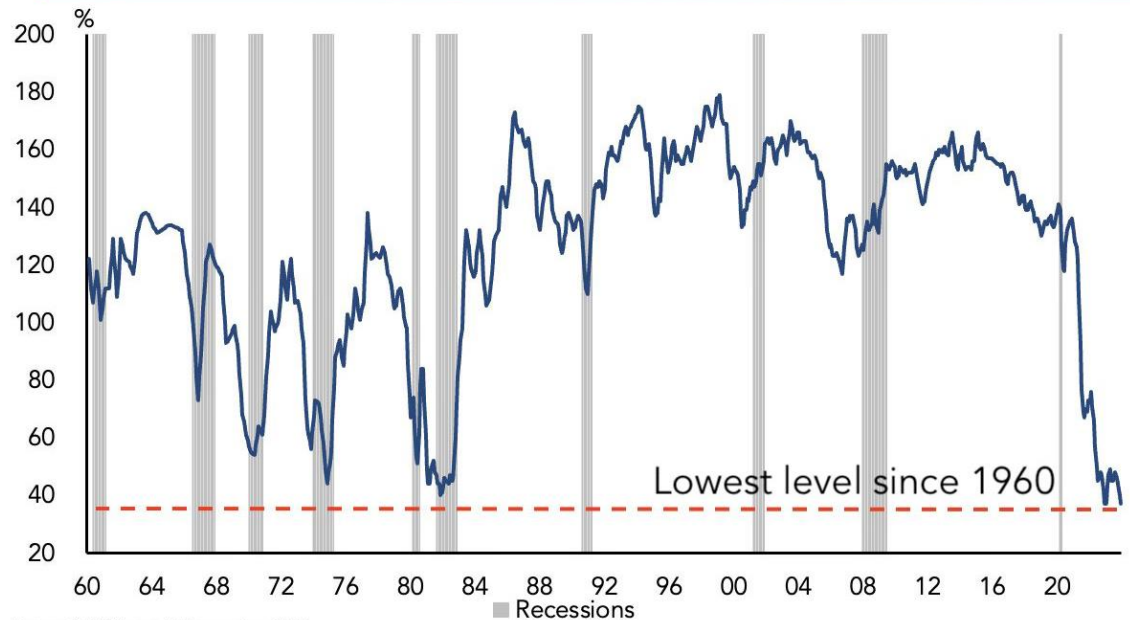
Providing a Solution to a Housing Need

Home Purchase Sentiment

The Result:
People do not
feel like buying
homes

Buying Conditions for Housing as Surveyed by Consumers

Buying Conditions = Share Reporting Good Conditions - Share Reporting Bad Conditions + 100



Dates: 1960 Through December 2023.

Source: University of Michigan, National Bureau of Economic Research, Federal Reserve Board, Game of Trades.

Source: John Burns Real Estate Consulting, 2023

Build to Rent

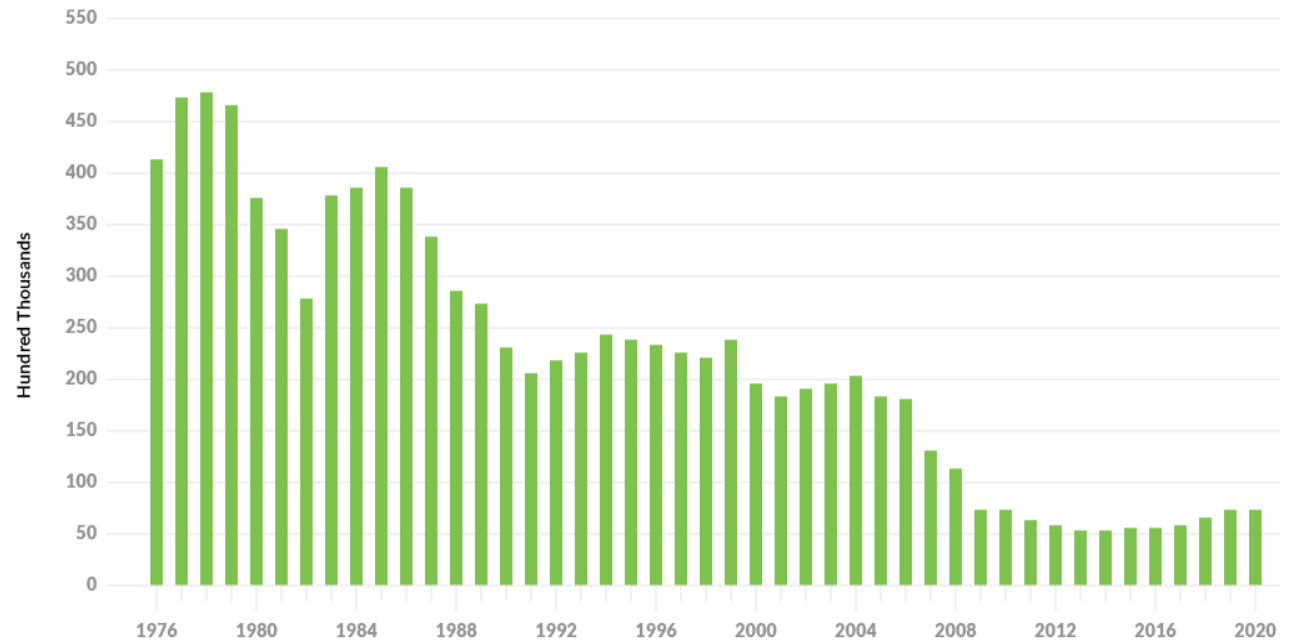
Providing a Solution to a Housing Need

Entry-Level
Home Decline
after the Great
Recession

Averaged
250,000-300,000
before and
50,000 per year
after.

Number of New Homes Constructed Below 1,400 Square Feet

ENTRY-LEVEL HOME CONSTRUCTION COLLAPSED AFTER THE GREAT RECESSION AND NEVER RECOVERED



Source: U.S. Census Bureau

Build to Rent

Providing a Solution to a Housing Need

Entry Level / Starter Home Decline

- Specific economics for why entry level starter homes have dramatically declined are hard to detail and vary by geography – but the overriding reasons are consistent:
 - Restrictive Zoning Laws.
 - Rising Land Costs.
 - Rising Construction Costs.
 - Sam Khater, chief economist at Freddie Mac has noted many builders can only afford to build high-end single-family in today's market.
 - From January 2020 to October 2024, home prices nationwide have increased 54%. Source: S&P CoreLogic Case-Shiller U.S. National Home Price Index.
 - Jerry Konter, past Chairman of the Board of the National Association of Home Builders remarked: "It's not that I don't want to build entry-level homes. It's that I can't produce one that I can make a profit on and sell to that potential purchaser."
 - Rising and sustained Interest Rates.
 - Numerous articles discuss the demise of the starter home.
 - Badger, Emily. "Whatever Happened to the Starter Home?" The New York Times, 22 Sept 2022.
 - Waters, Carlos. "Why it's so hard to find starter homes in the U.S. CNBC, 14 Jan 2025
 - Shaver, Les. "Are New Starter Homes History?" Builder Magazine, 26 Feb 2015

Build to Rent

Providing a Solution to a Housing Need

Starter Home – Missing Middle

- Disappearance of the Starter Home is central to the American housing crisis.
- “Missing Middle” and “Starter Home” are desirable housing options both of which can be served by a build to rent community and lacking in the for-sale market
 - Missing Middle - Multi-unit and varied clustered housing types
 - Starter Home – smaller and more affordable single-family homes designed for first time home dwellers.
- Cottage Style Build to Rent Communities, like the Village product, provide these desirable and in demand housing options to a City’s residents and prospective residents.
- Ownership vs Rental gap of over \$1,700 per month provides BTR residents a way to supplant (and likely exceed) the lauded goal of “building equity” through ownership - equivalent to 7% annual appreciation on a \$300,000 FMW home (if owned).

The Village at Greeley Development Highlights

- Build to Rent Community with One and Two story detached and duplex cottage style homes on a single platted lot that are exclusively for lease
- Clubhouse with Fitness Center, Pool, Spa, Car Care station and electric car charging stations
- Localized greenspace and outdoor amenity activities and gathering spaces
- Dog Park and pet grooming stations
- Private backyards and patios
- Maintenance Free Living – full time on-site maintenance and property management
- Lifestyle Choice – Some of our residents are families and individuals with other housing options available, but choose a Village Community for the privacy, quality, convenience and luxury they provide

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The Village Communities – Our Typical Residents

- Single professionals
- Dual income couples
- Young families with children
- Empty Nesters
- Seniors and pre-seniors
- Pet owners
- Average age of residents over 35 years old; many have previously owned a single-family home
- Average lease term is over two years

The Village Community – Amenities



Clubhouse with community pool and spa



Outdoor gathering space



State-of-the-art fitness center

The Village Community

Home Interiors



The Village Community

Private Rear Yards with Doggie Doors



The Village Community

Exteriors / Community



The Village Community

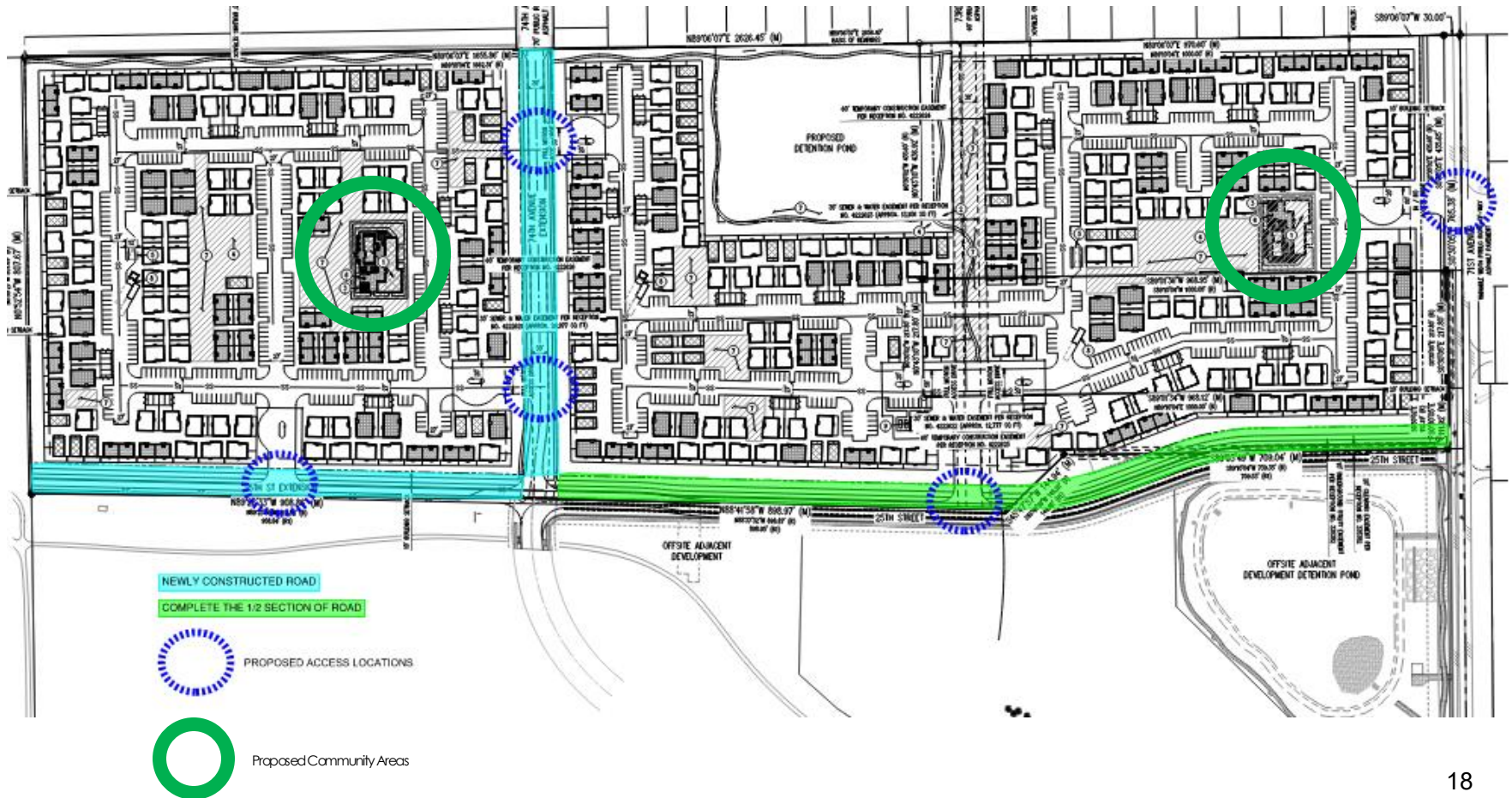
Aerial Photos



The Village Greeley – Perspective Renderings



The Village at Greeley Proposed Site Plan



18

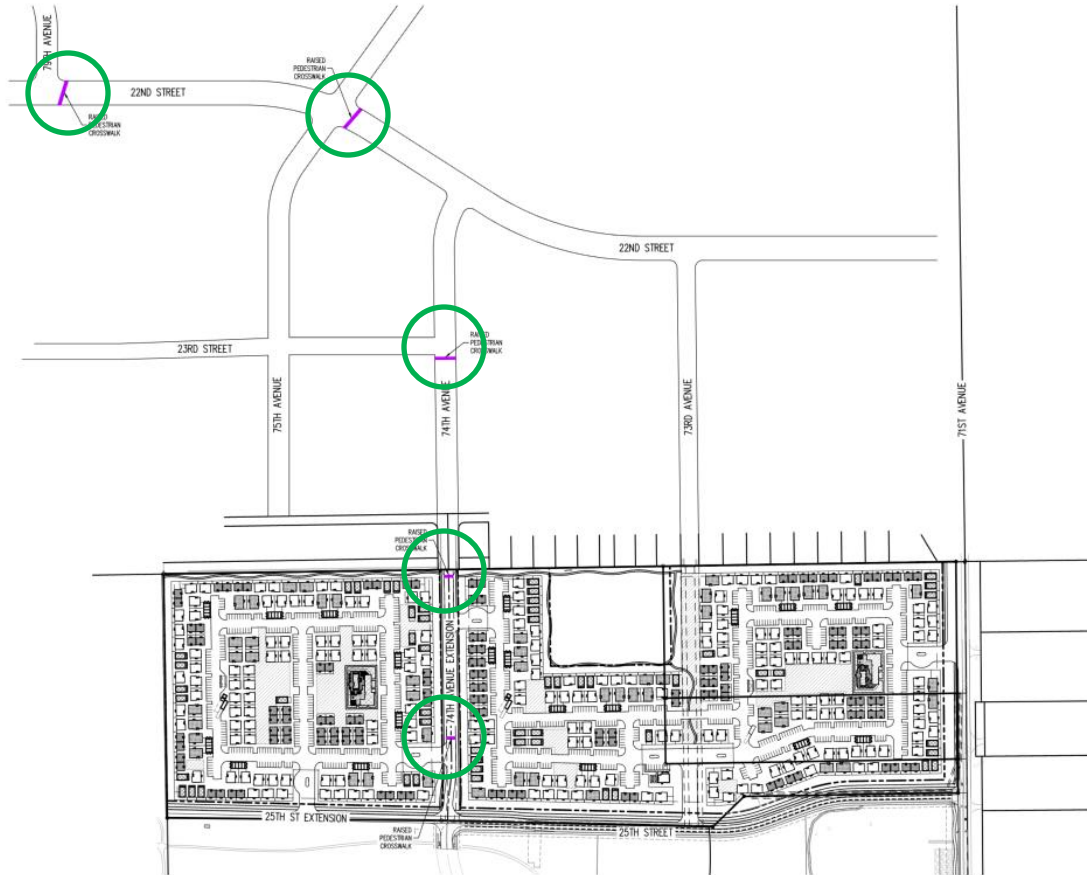
Galloway

VILLAGE

EMPIRE
GROUP OF COMPANIES

The Village at Greeley Traffic Plan

- Raised Pedestrian Crosswalks (Green Circles)
- 74th Avenue will intersect the development connecting North to South
- 74th Avenue to connect directly to Westgate Development and provide access to 71st Avenue through 25th Street expansion



The Village at Greeley Rezoning & PUD Criteria

- Complies with Rezoning Review Criteria, Section 24-204(b)
- Complies with Planned Unit Development Review Criteria, Section 24-205(c)
- Planning Staff and Administrative Review Team recommend approval
- Planning Commission recommends approval to City Council

The Village at Greeley

Questions?





Council Agenda Summary

July 15, 2025

Key Staff Contact: Sean Chambers, Water & Sewer Director, Adam Prior, Chief Engineer

Title:

Public hearing and second reading of an ordinance setting the Final Determination of Lots and Lands to be included within Local Improvement District (LID) No. 346590; setting forth the maximum fee per acre; and setting forth the property to be included and names of the apparent owners of property to be included

Summary:

The City Council established a Local Improvement District (LID) No. 346590 for construction of a regional non-potable water irrigation pump station (pump station) to serve the Westgate Subdivision and the surrounding development areas north of the Highway 34 Bypass. This pump station was constructed under the guidance of the non-potable master plan for the benefit of properties within the specific service area of the pump station. Construction started in September 2023 and became operational in June 2024. The final completion date is October 29, 2024

The Water and Sewer Department is seeking an ordinance setting forth the final maximum fee per acre for each parcel yet to be developed within the LID based on actual project cost; and setting forth the property to be included and names of the apparent owners of property for LID no. 346590. The final determination of lots and lands to be included within local improvement district 346590 as set forth in section 18-379(d) of the Greeley Municipal Code.

The pump station was sized to service approximately 417 acres which includes both developed and undeveloped parcels. Repayment for the LID is based on dividing the cost of the pump station by 417.284 acres. The cost of the pump station is \$2,573,242.80. Therefore, the LID rate is \$6,166.65/bulk acre. W&S's policy is to not charge developed properties to remove any disincentives to conversion. Therefore, the maximum amount that can be recovered is \$1,428,367.93 and the remainder of the construction costs are covered by W&S.

This Ordinance will set the final LID rate as \$6,166.65/bulk acre to undeveloped parcels that are subject to the LID as depicted in Exhibit A of the Ordinance.

The item was introduced on June 17, 2025. By a majority vote from the Council, the public hearing and second reading was scheduled for July 15, 2025.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

Positive Impact: What is the onetime and/or ongoing amount?

Water & Sewer has already funded the total pump station cost of \$2,573,242.80. Water & Sewer's portion of the project is \$1,145,352.46 for developed areas. The city stands to recover up to

\$1,427,890.34 as the undeveloped parcels develop.

- Is it budgeted? Yes
- Does it require a new appropriation? No
- Are there any long-term financial impacts?

If approved the LID will have a positive impact. The Local Improvement District will enable the City to recover a portion of the costs of the pump station from the undeveloped parcels that are benefiting from the pump station infrastructure and non-potable water which has reduced costs of use.

Is there grant funding for this item? No

Legal Issues:

Consideration of this matter is a legislative process which includes the following public hearing steps:

1. City staff presentation (if requested)
2. Council questions of staff
3. Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4. Council discussion
5. Council decision

Other issues and Considerations:

Not approving the final rates for the LID will require increased water and sewer rates to cover the additional cost of the pump station.

Strategic Focus Area:

Infrastructure and Mobility
Quality of Life

Decision Options:

1. Adopt the ordinance as presented; or
2. Amend the ordinance and adopt as amended; or
3. Deny the ordinance; or
4. Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to adopt the amended ordinance and publish in full.

Attachments:

1. Ordinance No. 21, 2025 with Exhibit A & B
2. Ordinance No. 35, 2024 - Establishing LID No. 346590
3. Item 21 - Presentation

CITY OF GREELEY, COLORADO
ORDINANCE NO. 21, 2025

**AN ORDINANCE MAKING ASSESSMENTS AGAINST THE LOTS AND LANDS INCLUDED WITHIN
LOCAL IMPROVEMENT DISTRICT NO. 346590 TO RECOVER THE APPROVED MAXIMUM
COSTS OF CONSTRUCTION OF A NON-POTABLE IRRIGATION PUMP STATION IN GREELEY,
COLORADO (WESTGATE NON-POTABLE IRRIGATION PUMP STATION)**

WHEREAS, the City of Greeley, Colorado ("City") is a home rule municipality empowered pursuant to Sections 1 and 6 of Article XX, and Section 7 of Article X of the Colorado Constitution to, *inter alia*, levy assessments against real property within the City for municipal purposes, including, without limitation, for local improvements; and

WHEREAS, the Charter for the City of Greeley, Colorado further empowers the City to establish local improvement districts, for the purpose of, *inter alia*, constructing local improvements and assessing the costs thereof upon the property especially benefitted by such improvements; and

WHEREAS, Title 18, Chapter 6 (Local Improvement Districts) of the Greeley Municipal Code sets forth the particular authority and procedures by which the City may establish such local improvement districts; and

WHEREAS, the City adopted Ordinance No. 35, 2024 on October 1, 2024, to establish Local Improvement District No. 346590 for the construction of a non-potable irrigation pump station ("Westgate Non-Potable Irrigation Pump Station") to serve the geographic area located generally south of 20th Street, north of Highway 34 Bypass, and west of 65th Avenue in southwest Greeley ("Westgate Non-Potable Irrigation Pump Station Service Area"); and

WHEREAS, the Chief Engineer of the Water and Sewer Department has presented a final report to the City Council on such construction and the costs incurred thereby, as required by Section 18-392 of the Greeley Municipal Code, a copy of which report is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the City Council has considered such final report and desires to assess the lots and lands included within Local Improvement District No. 346590 for the costs of the Westgate Non-Potable Irrigation Pump Station described above.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GREELEY, COLORADO:

Section 1. Finding of Construction Completion and Total Costs. The City Council hereby finds that construction of the Westgate Non-Potable Irrigation Pump Station described above and more particularly described in Ordinance No. 35, 2024 has been completed, and that the total cost to be assessed against the lots and lands within Local Improvement District No. 346590 is \$2,573,242.80 (i.e., \$6,166.65 per bulk acre). This maximum cost includes expenses for which the City will be responsible, as described in Section 3 below.

Section 2. Westgate Non- Potable Irrigation Pump Station Service Area. The City anticipates that the Westgate Non-Potable Irrigation Pump Station will serve 417.110 bulk acres. Of that total service area acreage, 185.656 acres have been identified by the City as conversion areas. A conversion area is defined in Section 5 of the City's Design Criteria as "a previously developed parcel that is currently irrigated by potable water but may consider switching to non- potable irrigation in the future." The remaining 231.454 bulk acres of that total service area acreage may be required by the Greeley Municipal Code to connect to the City's non-potable irrigation infrastructure.

Section 3. City Portion of Infrastructure Costs. The City shall be responsible for the construction costs attributable to the 185.656 bulk acres associated with conversion areas described in Section 2 above and to those properties within the Westgate Non-Potable Irrigation Pump Station Service Area that are owned by the City, in the total amount of \$1,144,874.87.

Section 4. Manner of Property Assessments and Interest. The City Council hereby finds that the portion of the total maximum cost of construction for the Westgate Non- Potable Irrigation Pump Station not borne by the City shall be allocated to the 231.454 bulk acres within the Westgate Non-Potable Irrigation Pump Station Service Area that may be required by the Greeley Municipal Code to connect to the City’s non-potable irrigation infrastructure, as is shown on the map attached hereto as Exhibit A. Within such allocation, the costs and interest shall then be assessed proportionally in accordance with the bulk acreage of each parcel that connects to the City’s non-potable irrigation system. Assessments shall be due and payable from the property owner at the earlier of: (i) final plat approval, or (ii) a request from the property owner for connection to the City’s non-potable irrigation system, and any unpaid portions of such assessments shall bear interest at a rate of 4.4 percent per annum, which rate was recommended by the Director of Finance and is reflective of the prevailing interest rates on local or special improvement district bonds to finance comparable improvements.

Section 5. Assessment of Costs. The following lots and lands, all of which were included within Local Improvement District No. 346590 pursuant to Ordinance No. 35, 2024, are hereby assessed as follows.

1.

Owner(s):
Mailing Address of Owner(s):

Address of LID Property:
Weld County Parcel No.:
Legal Description of LID Property:

Samad D. and Susan K. Aghajani
P.O. BOX 200375
EVANS, CO 80620
N/A
095918101002
LOT 2 GREELEY STORAGE MINOR

Assessment:

\$6,166.65 per bulk acre
2.

Owner(s):
Mailing Address of Owner(s):

Address of LID Property:
Weld County Parcel No.:
Legal Description of LID Property:

Noble Energy, Inc.
c/o K.E. Andrews
1900 DALROCK ROAD
ROWLETT, TX 75088-5526
N/A
095918110001
Lot 1 FRANCIS MINOR SUB

Assessment:

\$6,166.65 per bulk acre
3.

Owner(s):
Mailing Address of Owner(s):

Address of LID Property:
Weld County Parcel No.:
Legal Description of LID Property:

City of Greeley
c/o Real Estate Management
1000 10th STREET
GREELEY, CO 80631-3808
N/A
095918108004
GR TAL OUTLOT I TALON

Assessment:

\$6,166.65 per bulk acre
4.

Owner(s):

City of Greeley

Mailing Address of Owner(s): c/o Real Estate Management
1000 10th STREET
GREELEY, CO 80631-3808
Address of LID Property: N/A
Weld County Parcel No.: 095917208007
Legal Description of LID Property: OUTLOT H TALON

Assessment: \$6,166.65 per bulk acre

5. Owner(s): Creek View Commercial Holdings, LLC
Mailing Address of Owner(s): 7251 W 20TH STREET, UNIT L-200
GREELEY, CO 80634-4626
Address of LID Property: N/A
Weld County Parcel No.: 095917232002
Legal Description of LID Property: TRACT 1 OWL RIDGE 5TH FG

Assessment: \$6,166.65 per bulk acre

6. Owner(s): City of Greeley
Mailing Address of Owner(s): 1000 10 TH STREET
GREELEY, CO 80631-3808
Address of LID Property: N/A
Weld County Parcel No.: 095917000022
Legal Description of LID Property: GR 17597 SW4 17 5 66 (WEST RIDGE AREA ANNEX) LYING
N OF NEW STATE HWY #34 R/W EXC UPRR RES (25R2D)

Assessment: \$6,166.65 per bulk acre

7. Owner(s): Jim L. Ells
Mailing Address of Owner(s): 2435 71ST AVENUE
GREELEY, CO 80634- 9609
Address of LID Property: 2435 71ST AVENUE
GREELEY, CO 80634
Weld County Parcel No.: 095917000027
Legal Description of LID Property: GR PT SE4 17-5-66 (BRIGGS & ELLS ANNEX) BEG
S0D22'W 435.6' OF E4 COR SEC S0D22'W 330' N89D57'W
739.35' S46D39'W 145.25' N87D45'W 898.87' N88D30'W
912.82' N0D07'W 807.69' S89D57' E 1662. 31' S0D22'W 435.6'
S89D57'E 1000' TO BEG (.25R)

Assessment: \$6,166.65 per bulk acre

8. Owner(s): Jim L. Ells
Mailing Address of Owner(s): 2435 71ST AVENUE
GREELEY, CO 80634- 9609
Address of LID Property: 2423 71ST AVENUE
GREELEY, CO 80634
Weld County Parcel No.: 095917000024
Legal Description of LID Property: GR PT SE4 17-5-66 (BRIGGS & ELLS ANNEX) BEG AT E4

COR OF SEC W1000' S435. 6' E1000' N435. 6' EXC UPRR RES
25R)

Assessment: \$6,166.65 per bulk acre

9. Owner(s): Green Keen Acres, LLC
Mailing Address of Owner(s): 254 ALABASTER WAY
JOHNSTOWN, CO 80534- 9474
Address of LID Property: N/A
Weld County Parcel No.: 095916300025
Legal Description of LID Property: GR PT SW4 16 5 66 (WEST RIDGE AREA ANNEX) BEG SW
COR SEC N0D05W 2191.13 N89D53E 580.8' TO TPOB TH
CONT N89D53E 449.55' N59D30E 109.92' S0D14E 18'
S12D09E 680.21' S90DW 688.63' N0D05W 446.43' N89D54E
1.97' TH N0D05W 180' TO TPOB

Assessment: \$6,166.65 per bulk acre

10. Owner(s): Jay E. Goza Trust No. 1
Mailing Address of Owner(s): c/o Calven Goza
40373 SKYLARK DRIVE
FORT COLLINS, CO 80524- 9029
Address of LID Property: N/A
Weld County Parcel No.: 095916306000
Legal Description of LID Property: GR PA L1 & 8 BLK1 & L1-3 & 5-7 BLK2 (WEST RIDGE
AREA ANNEX) PETERSON- ALEXANDER

Assessment: \$6,166.65 per bulk acre

11. Owner(s): Green Keen Acres, LLC
Mailing Address of Owner(s): 254 ALABASTER WAY
JOHNSTOWN, CO 80534- 9474
Address of LID Property: N/A
Weld County Parcel No.: 095916300024
Legal Description of LID Property: GR PT SW4 16-5-66 (WEST RIDGE AREA ANNEX) BEG NE
COR L1 PETERSON 1ST FG N90DW 434.16' TO POB TH
CONT N90DW 310' N0D05W 1022' N90DE 688.63' S12D09E
110.79' S02D07E 400.82' N90DW 415.17' S0DW 513.15' TO
TPOB

Assessment: \$6,166.65 per bulk acre

12. Owner(s): Amezcua Family Trust
Mailing Address of Owner(s): 6805 W 28TH STREET
GREELEY, CO 80634-9656
Address of LID Property: 6815 28TH STREET
GREELEY, CO 80634
Weld County Parcel No.: 095916300015
Legal Description of LID Property: GR 17590-D PT SW4 16-5-66 (WEST RIDGE AREA ANNEX)
BEG NE COR L1 PETRSON SUB 1ST FILING W434. 16'
N513. 15' E415. 17' S02D07' E 513.50' TO BEG

Assessment: \$6,166.65 per bulk acre

13. Owner(s): Schroetlin Commercial Holdings, LLC
Mailing Address of Owner(s): 2224 GLEN HAVEN DRIVE
LOVELAND, CO 80538-4903
Address of LID Property: N/A
Weld County Parcel No.: 095916308012
Legal Description of LID Property: Lot 12A WESTRIDGE 5TH FG 2ND RPLT

Assessment: \$6,166.65 per bulk acre

14. Owner(s): Schroetlin Commercial Holdings, LLC
Mailing Address of Owner(s): 2224 GLEN HAVEN DRIVE
LOVELAND, CO 80538-4903
Address of LID Property: N/A
Weld County Parcel No.: 095916308003
Legal Description of LID Property: Lot 3A WESTRIDGE 5TH FG 2ND RPLT

Assessment: \$6,166.65 per bulk acre

15. Owner(s): Schroetlin Commercial Holdings, LLC
Mailing Address of Owner(s): 2224 GLEN HAVEN DRIVE
LOVELAND, CO 80538-4903
Address of LID Property: N/A
Weld County Parcel No.: 095916308001
Legal Description of LID Property: Lot 1A WESTRIDGE 5TH FG 2ND RPLT

Assessment: \$6,166.65 per bulk acre

16. Owner(s): Golden Eye Investments, LLC
Mailing Address of Owner(s): 361 71ST AVENUE
GREELEY, CO 80634-9782
Address of LID Property: N/A
Weld County Parcel No.: 095916308007
Legal Description of LID Property: Lot 7A WESTRIDGE 5TH FG 2ND RPLT

Assessment: \$6,166.65 per bulk acre

17. Owner(s): Golden Eye Investments, LLC
Mailing Address of Owner(s): 361 71ST AVENUE
GREELEY, CO 80634- 9782
Address of LID Property: N/A
Weld County Parcel No.: 095916308005
Legal Description of LID Property: Lot 5A WESTRIDGE 5TH FG 2ND RPLT

Assessment: \$15,891.91

18. Owner(s): Golden Eye Investments, LLC
Mailing Address of Owner(s): 361 71ST AVENUE
GREELEY, CO 80634-9782
Address of LID Property: N/A

Weld County Parcel No.: 095916308011
Legal Description of LID Property: Lot 11A WESTRIDGE 5TH FG 2ND RPLT

Assessment: \$6,166.65 per bulk acre

19. Owner(s): Andrew Roche Family Trust
Mailing Address of Owner(s): 2123 64TH AVENUE
GREELEY, CO 80634-7906
Address of LID Property: N/A
Weld County Parcel No.: 095916308010
Legal Description of LID Property: Lot 10A WESTRIDGE 5TH FG 2ND RPLT

Assessment: \$6,166.65 per bulk acre

20. Owner(s): Patrick T Roche
Mailing Address of Owner(s): 361 71ST AVENUE
GREELEY, CO 80634-9782
Address of LID Property: N/A
Weld County Parcel No.: 095916308009
Legal Description of LID Property: Lot 9A WESTRIDGE 5TH FG 2ND RPLT

Assessment: \$6,166.65 per bulk acre

21. Owner(s): Linda C. and Stephen R. Zumbrun
Mailing Address of Owner(s): 2655 65TH AVENUE
GREELEY, CO 80634-8904
Address of LID Property: N/A
Weld County Parcel No.: 095916303010
Legal Description of LID Property: GR 5WR1- 4 L4 (WEST RIDGE AREA ANNEX) REPLAT OF
BLK1 WESTRIDGE 5TH FILING

Assessment: \$6,166.65 per bulk acre

22. Owner(s): Linda C. and Stephen R. Zumbrun
Mailing Address of Owner(s): 2655 65TH AVENUE
GREELEY, CO 80634- 8904
Address of LID Property: N/A
Weld County Parcel No.: 095916303009
Legal Description of LID Property: GR 5WR1- 3 L3 (WEST RIDGE AREA ANNEX) REPLAT OF
BLK1 WESTRIDGE 5TH FILING

Assessment: \$6,166.65 per bulk acre

23. Owner(s): Linda C. and Stephen R. Zumbrun
Mailing Address of Owner(s): 2655 65TH AVENUE
GREELEY, CO 80634-8904
Address of LID Property: N/A
Weld County Parcel No.: 095916303013
Legal Description of LID Property: GR 5WR1- 2 L2 (WEST RIDGE AREA ANNEX) REPLAT OF
BLK1 WESTRIDGE 5TH FILING

Assessment: \$6,166.65 per bulk acre

24. Owner(s): Linda C. and Stephen R. Zumbrun
Mailing Address of Owner(s): 2655 65TH AVENUE
GREELEY, CO 80634-8904
Address of LID Property: N/A
Weld County Parcel No.: 095916303012
Legal Description of LID Property: GR 5WR1-1 L1 (WEST RIDGE AREA ANNEX) REPLAT OF
BLK1 WESTRIDGE 5TH FILING

Assessment: \$6,166.65 per bulk acre

25. Owner(s): Angela and Jukka Koponen
Mailing Address of Owner(s): 2121 CLUBHOUSE DRIVE
GREELEY, CO 80634-3642
Address of LID Property: N/A
Weld County Parcel No.: 095916300011
Legal Description of LID Property: GR 17589-D PT SW4 16 5 66 (WEST RIDGE AREA ANNEX)
ELY 200' OF FOL DESC PARCEL BEG 191.79' W OF S4
COR W489. 17' N41D41' E 89.46' N464. 21'E 386.87' S0D08' E
30.54' N41D44' E 57.90' S0D25' E 543.63' M/L TO BEG

Assessment: \$6,166.65 per bulk acre

Section 6. Properties within Local Improvement District No. 346590 shall remain subject to all other requirements of the Greeley Municipal Code regarding City non-potable water service, including, without limitation, the requirement to construct additional extensions or other infrastructure, if necessary, to facilitate connection to the City's non-potable irrigation infrastructure, and the requirement to pay plant investment fees.

Section 7. City staff is hereby authorized and directed to take all action required by the Title 18, Chapter 6 (Local Improvement Districts) of Greeley Municipal Code and such action as may otherwise be necessary and appropriate to administer and collect the assessments made by this ordinance, including, without limitation, recording this ordinance with the Weld County Clerk and Recorder.

Section 8. This ordinance shall take effect on the fifth (5th) day following its final publication, as contemplated by Section 3-16 of the Greeley City Charter.

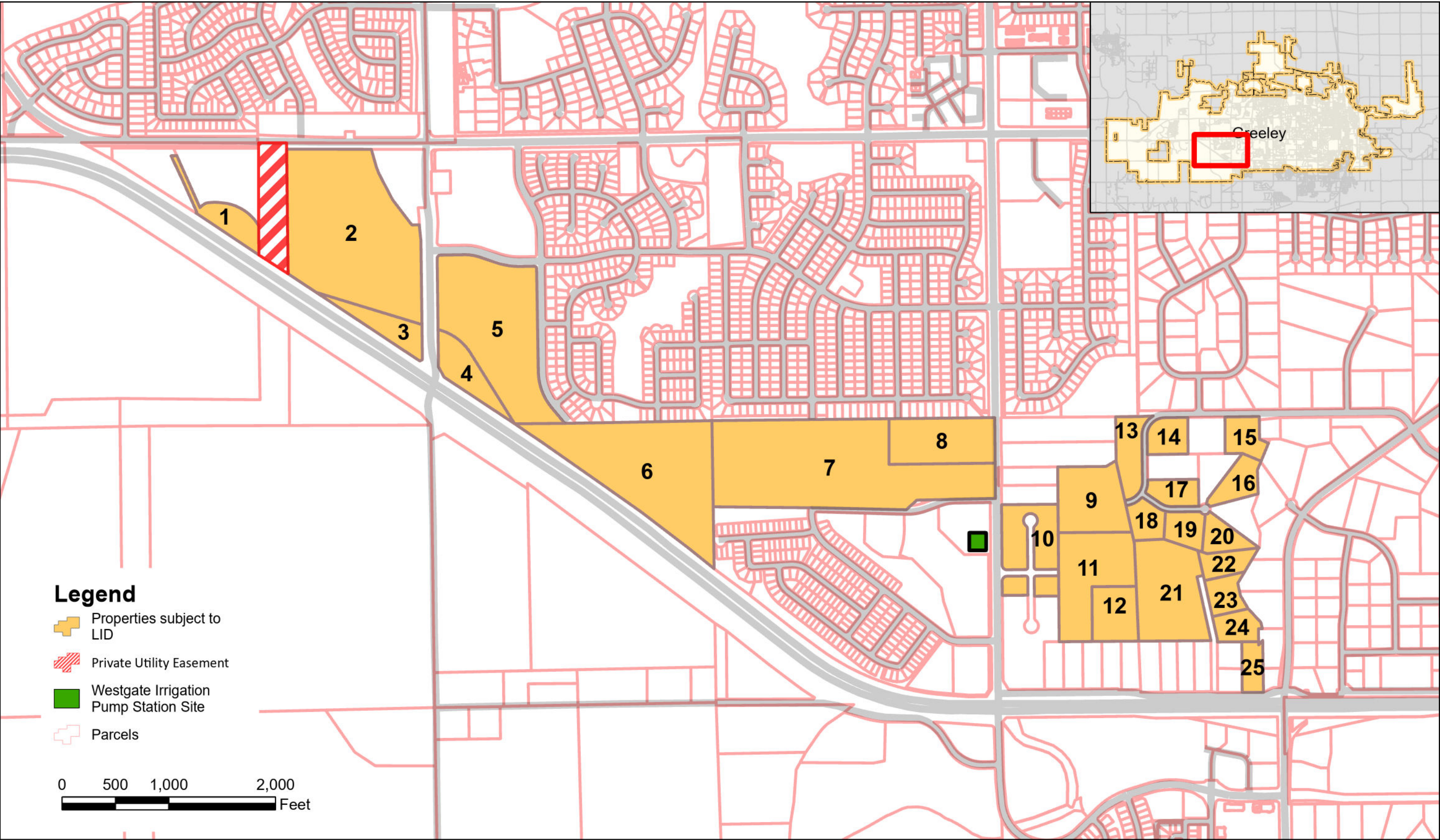
PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____ 2025.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor



Coordinate System: NAD 1983 HARN StatePlane Colorado North FIPS 0501 Feet
Units: Foot US

Date: 3/7/2025
WestgateLS_LID_08132024.aprx

Exhibit B

Summary of Costs for Westgate

Non-Potable Irrigation Pump Station LID

J.R. Filanc Construction Company (Filanc) were awarded the construction manager at risk (CMAR) contract for construction the *Westgate Non-Potable Irrigation Pump Station*. Guaranteed Maximum Price (GMP) Contract #1 was for installation of a backflow preventor (Reduced Pressure Zone Device) to supply potable water for irrigating areas within the Westgate Subdivision while the city was completing the construction of the irrigation pump station. (GMP) Contract #1 was not included in the LID. (GMP) Contract #2 was for the cost of purchasing long-lead equipment and structures for the construction of the irrigation pump station. (GMP) Contract #3 was for the construction of the irrigation pump station. The city completed concrete sidewalk and irrigation system construction that was originally the developer's responsibility due to the irrigation pump station construction holding up their project completion. The developer compensated the city for this work as part of Contract #3 and is reflected in the final cost.

A table of expenditures follows:

	Actuals
Construction - Filanc (CMAR)	\$2,703,903.30
Construction - Oversight	\$13,181.25
Utilities - Electricity Service	\$13,822.00
Expenditure Total	\$2,730,906.55
Costs Reimbursed by Developer	
Sidewalk Installation	\$35,385.00
Landscaping	\$122,278.75
Reimbursements Total	\$157,663.75
LID Costs (Expenditures – Reimbursements)	\$2,573,242.80

CITY OF GREELEY, COLORADO
ORDINANCE NO. 35, 2024

**AN ORDINANCE ESTABLISHING LOCAL IMPROVEMENT DISTRICT NO. 346590
FOR THE CONSTRUCTION OF A NON-POTABLE IRRIGATION PUMP STATION IN GREELEY,
COLORADO; DETERMINATION OF LOTS AND LANDS TO BE INCLUDED WITHIN LOCAL
IMPROVEMENT DISTRICT 346590; SETTING FORTH THE MAXIMUM COSTS OF
CONSTRUCTION; AND SETTING FORTH THE PROPERTY TO BE INCLUDED AND NAMES OF
THE APPARENT OWNERS OF PROPERTY TO BE INCLUDED (WESTGATE NON-POTABLE
IRRIGATION PUMP STATION)**

WHEREAS, the City of Greeley, Colorado (“City”) is a home rule municipality empowered pursuant to Sections 1 and 6 of Article XX, and Section 7 of Article X of the Colorado Constitution to, *inter alia*, levy assessments against real property within the City for municipal purposes, including, without limitation, for local improvements; and

WHEREAS, the Charter for the City of Greeley, Colorado further empowers the City to establish local improvement districts, for the purpose of, *inter alia*, constructing local improvements and assessing the costs thereof upon the property especially benefitted by such improvements; and

WHEREAS, Title 18, Chapter 6 (Local Improvement Districts) of the Greeley Municipal Code sets forth the particular authority and procedures by which the City may establish such local improvement districts; and

WHEREAS, the City anticipates continued development in west Greeley, with new developments containing over two (2) acres of irrigable area being required to utilize non-potable water for irrigation purposes, and has accordingly identified a need for additional non-potable irrigation infrastructure in this general area; and

WHEREAS, the City has identified more specifically a near-term need for a non-potable irrigation pump station (“Westgate Non-Potable Irrigation Pump Station”) to serve the geographic area located generally south of 20th Street, north of Highway 34 Bypass, and west of 65th Avenue in southwest Greeley (“Westgate Non-Potable Irrigation Pump Station Service Area”); and

WHEREAS, the City Council desires, on its own initiative, to establish a local improvement district for the construction of the Westgate Non-Potable Irrigation Pump Station, for the benefit of properties that will be required utilize non-potable irrigation service within the Westgate Non-Potable Irrigation Pump Station Service Area in Greeley;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. Establishment of Local Improvement District 346590. Pursuant to the authority set forth in Section 18-379(d) of the Greeley Municipal Code, the City Council hereby orders the creation of a local improvement district for the construction of the Westgate Non-Potable Irrigation Pump Station, for the benefit of properties that will be required to utilize non-potable irrigation service within the Westgate Non-Potable Irrigation Pump Station Service Area in Greeley. The local improvement district shall be assigned number 346590 and contain the lots and lands set forth in Section 7 below. The location of the Westgate Non-Potable Irrigation Pump Station and the lots and lands to be included within Local Improvement District No. 346590 are shown on the map attached hereto as Exhibit A.

Section 2. Westgate Non-Potable Irrigation Pump Station Service Area. The City anticipates that the Westgate Non-Potable Irrigation Pump Station will serve 417.284 bulk acres. Of that total service area acreage, 173.903 acres have been identified by the City as conversion areas. A conversion area is defined in Section 5 of the City's Design Criteria as "a previously developed parcel that is currently irrigated by potable water but may consider switching to non-potable irrigation in the future." The remaining 243.381 bulk acres of that total service area acreage may be required by the Greeley Municipal Code to connect to the City's non-potable irrigation infrastructure.

Section 3. Estimation and Description of Maximum Costs. The total maximum cost of construction for the Westgate Irrigation Pump Station Infrastructure is estimated at this time to be \$2,600,522 (i.e., \$6,232.02 per bulk acre). This total estimated maximum cost includes expenses for which the City will be responsible, as described in Section 4 below.

Section 4. City Portion of Infrastructure Costs. Of the total estimated maximum cost set forth in Section 3, the City will bear at a minimum the construction costs attributable to the 173.903 bulk acres associated with conversion areas described in Section 2 above and to those properties within the Westgate Non-Potable Irrigation Pump Station Service Area that are owned by the City. The minimum cost to be borne by the City is estimated at this time to be \$1,083,766.88.

Section 5. Assessments against Local Improvement District 346590 Properties. The final determination of assessments to be made against the lots and lands included in Local Improvement District 346590 shall be established by an ordinance adopted after completion of the Westgate Non-Potable Irrigation Pump Station improvements described herein, and such assessments shall be based upon the costs of construction and a fair market rate of projected interest to be recommended by the Director of Finance and set forth in the assessment ordinance at the time it is adopted. Interest shall accrue on each assessment from the date of the City's final payment on construction costs until the assessment is paid in full. The portion of the total maximum cost of construction for the Westgate Non-Potable Irrigation Pump Station not borne by the City shall be allocated to the 243.381 bulk acres within the Westgate Non-Potable Irrigation Pump Station Service Area that may be required by the Greeley Municipal Code to connect to the City's non-potable irrigation infrastructure, as is shown on the map attached hereto as Exhibit A. Within such allocation, the costs and interest shall then be assessed proportionally in accordance with the bulk acreage of each parcel that connects to the City's non-potable irrigation system. Assessments shall be due from the property owner at the earlier of: (i) final plat approval, or (ii) a request from the property owner for connection to the City's non-potable irrigation system, and payable in accordance with the terms set forth in the assessment ordinance.

Section 6. Construction of the Westgate Non-Potable Irrigation Pump Station commenced prior to the passage of this ordinance. The City shall ensure construction is completed within a reasonable time after passage of this ordinance.

Section 7. Lots and Lands to be Included in Local Improvement District 346590; Owners. The lots and lands that shall be included within Local Improvement District 346590, the street addresses (if applicable) and legal descriptions of such lots and lands, and the current record owners of such lots and lands, according to the records of the Weld County Clerk and Recorder's Office, are as follows.

1. Owner(s): Samad D. and Susan K. Aghajani
Mailing Address of Owner(s): P.O. BOX 200375
EVANS, CO 80620
Address of LID Property: N/A
Weld County Parcel No.: 095918101002
Legal Description of LID Property: LOT 2 GREELEY STORAGE MINOR
2. Owner(s): Noble Energy, Inc.
Mailing Address of Owner(s): c/o K.E. Andrews
1900 DALROCK ROAD
ROWLETT, TX 750885526
Address of LID Property: N/A
Weld County Parcel No.: 095918110001
Legal Description of LID Property: Lot 1 FRANCIS MINOR SUB
3. Owner(s): City of Greeley
Mailing Address of Owner(s): c/o Real Estate Management
1000 10th STREET
GREELEY, CO 80631-3808
Address of LID Property: N/A
Weld County Parcel No.: 095918108004
Legal Description of LID Property: GR TAL OUTLOT I TALON
4. Owner(s): City of Greeley
Mailing Address of Owner(s): c/o Real Estate Management
1000 10th STREET
GREELEY, CO 80631-3808
Address of LID Property: N/A
Weld County Parcel No.: 095917208007
Legal Description of LID Property: OUTLOT H TALON
5. Owner(s): Creek View Commercial Holdings, LLC
Mailing Address of Owner(s): 7251 W 20TH STREET, UNIT L-200
GREELEY, CO 80634-4626
Address of LID Property: N/A
Weld County Parcel No.: 095917232002
Legal Description of LID Property: TRACT 1 OWL RIDGE 5TH FG
6. Owner(s): City of Greeley
Mailing Address of Owner(s): 1000 10 TH STREET
GREELEY, CO 80631-3808
Address of LID Property: N/A
Weld County Parcel No.: 095917000022
Legal Description of LID Property: GR 17597 SW4 17 5 66 (WEST RIDGE AREA ANNEX) LYING
N OF NEW STATE HWY #34 R/W EXC UPRR RES (25R2D)
7. Owner(s): Jim L. Ells
Mailing Address of Owner(s): 2435 71ST AVENUE

- Address of LID Property: GREELEY, CO 80634-9609
2435 71ST AVENUE
GREELEY, CO 80634
- Weld County Parcel No.: 095917000027
- Legal Description of LID Property: GR PT SE4 17-5-66 (BRIGGS & ELLS ANNEX) BEG S0D22'W 435.6' OF E4 COR SEC S0D22'W 330' N89D57'W 739.35' S46D39'W 145.25' N87D45'W 898.87' N88D30'W 912.82' N0D07'W 807.69' S89D57'E 1662.31' S0D22'W 435.6' S89D57'E 1000' TO BEG (.25R)
8. Owner(s): Jim L. Ells
Mailing Address of Owner(s): 2435 71ST AVENUE
GREELEY, CO 80634-9609
Address of LID Property: 2423 71ST AVENUE
GREELEY, CO 80634
Weld County Parcel No.: 095917000024
Legal Description of LID Property: GR PT SE4 17-5-66 (BRIGGS & ELLS ANNEX) BEG AT E4 COR OF SEC W1000' S435.6' E1000' N435.6' EXC UPRR RES (.25R)
9. Owner(s): Green Keen Acres, LLC
Mailing Address of Owner(s): 254 ALABASTER WAY
JOHNSTOWN, CO 80534-9474
Address of LID Property: N/A
Weld County Parcel No.: 095916300025
Legal Description of LID Property: GR PT SW4 16 5 66 (WEST RIDGE AREA ANNEX) BEG SW COR SEC N0D05W 2191.13 N89D53E 580.8' TO TPOB TH CONT N89D53E 449.55' N59D30E 109.92' S0D14E 18' S12D09E 680.21' S90DW 688.63' N0D05W 446.43' N89D54E 1.97' TH N0D05W 180' TO TPOB
10. Owner(s): Jay E. Goza Trust No. 1
Mailing Address of Owner(s): c/o Calven Goza
40373 SKYLARK DRIVE
FORT COLLINS, CO 80524-9029
Address of LID Property: N/A
Weld County Parcel No.: 095916306000
Legal Description of LID Property: GR PA L1 & 8 BLK1 & L1-3 & 5-7 BLK2 (WEST RIDGE AREA ANNEX) PETERSON-ALEXANDER
11. Owner(s): Green Keen Acres, LLC
Mailing Address of Owner(s): 254 ALABASTER WAY
JOHNSTOWN, CO 80534-9474
Address of LID Property: N/A
Weld County Parcel No.: 095916300024
Legal Description of LID Property: GR PT SW4 16-5-66 (WEST RIDGE AREA ANNEX) BEG NE COR L1 PETERSON 1ST FG N90DW 434.16' TO POB TH CONT N90DW 310' N0D05W 1022' N90DE 688.63' S12D09E 110.79' S02D07E 400.82' N90DW 415.17' S0DW 513.15' TO TPOB

12. Owner(s): Amezcua Family Trust
Mailing Address of Owner(s): 2272 DEEDS COURT
LOVELAND, CO 80538-4877
Address of LID Property: 6815 28TH STREET
GREELEY, CO 80634
Weld County Parcel No.: 095916300015
Legal Description of LID Property: GR 17590-D PT SW4 16-5-66 (WEST RIDGE AREA ANNEX)
BEG NE COR L1 PETRSON SUB 1ST FILING W434.16'
N513.15' E415.17' S02D07'E 513.50' TO BEG
13. Owner(s): Schroetlin Commercial Holdings, LLC
Mailing Address of Owner(s): 2224 GLEN HAVEN DRIVE
LOVELAND, CO 80538-4903
Address of LID Property: N/A
Weld County Parcel No.: 095916308012
Legal Description of LID Property: Lot 12A WESTRIDGE 5TH FG 2ND RPLT
14. Owner(s): Schroetlin Commercial Holdings, LLC
Mailing Address of Owner(s): 2224 GLEN HAVEN DRIVE
LOVELAND, CO 80538-4903
Address of LID Property: N/A
Weld County Parcel No.: 095916308003
Legal Description of LID Property: Lot 3A WESTRIDGE 5TH FG 2ND RPLT
15. Owner(s): Schroetlin Commercial Holdings, LLC
Mailing Address of Owner(s): 2224 GLEN HAVEN DRIVE
LOVELAND, CO 805384903
Address of LID Property: N/A
Weld County Parcel No.: 095916308001
Legal Description of LID Property: Lot 1A WESTRIDGE 5TH FG 2ND RPLT
16. Owner(s): Golden Eye Investments, LLC
Mailing Address of Owner(s): 361 71ST AVENUE
GREELEY, CO 80634-9782
Address of LID Property: N/A
Weld County Parcel No.: 095916308007
Legal Description of LID Property: Lot 7A WESTRIDGE 5TH FG 2ND RPLT
17. Owner(s): Schroetlin Commercial Holdings, LLC
Mailing Address of Owner(s): 2224 GLEN HAVEN DRIVE
LOVELAND, CO 80538-4903
Address of LID Property: N/A
Weld County Parcel No.: 095916308004
Legal Description of LID Property: Lot 4A WESTRIDGE 5TH FG 2ND RPLT
18. Owner(s): Golden Eye Investments, LLC
Mailing Address of Owner(s): 361 71ST AVENUE

- Address of LID Property: GREELEY, CO 80634-9782
Weld County Parcel No.: N/A
Legal Description of LID Property: 095916308005
Lot 5A WESTRIDGE 5TH FG 2ND RPLT
19. Owner(s): Golden Eye Investments, LLC
Mailing Address of Owner(s): 361 71ST AVENUE
GREELEY, CO 80634-9782
Address of LID Property: N/A
Weld County Parcel No.: 095916308011
Legal Description of LID Property: Lot 11A WESTRIDGE 5TH FG 2ND RPLT
20. Owner(s): Golden Eye Investments, LLC
Mailing Address of Owner(s): 361 71ST AVENUE
GREELEY, CO 806349782
Address of LID Property: N/A
Weld County Parcel No.: 095916308010
Legal Description of LID Property: Lot 10A WESTRIDGE 5TH FG 2ND RPLT
21. Owner(s): Golden Eye Investments, LLC
Mailing Address of Owner(s): 361 71ST AVENUE
GREELEY, CO 806349782
Address of LID Property: N/A
Weld County Parcel No.: 095916308009
Legal Description of LID Property: Lot 9A WESTRIDGE 5TH FG 2ND RPLT
22. Owner(s): Linda C. and Stephen R. Zumbrun
Mailing Address of Owner(s): 2655 65TH AVENUE
GREELEY, CO 80634-8904
Address of LID Property: N/A
Weld County Parcel No.: 095916303010
Legal Description of LID Property: GR 5WR1-4 L4 (WEST RIDGE AREA ANNEX) REPLAT OF
BLK1 WESTRIDGE 5TH FILING
23. Owner(s): Linda C. and Stephen R. Zumbrun
Mailing Address of Owner(s): 2655 65TH AVENUE
GREELEY, CO 80634-8904
Address of LID Property: N/A
Weld County Parcel No.: 095916303009
Legal Description of LID Property: GR 5WR1-3 L3 (WEST RIDGE AREA ANNEX) REPLAT OF
BLK1 WESTRIDGE 5TH FILING
24. Owner(s): Linda C. and Stephen R. Zumbrun
Mailing Address of Owner(s): 2655 65TH AVENUE
GREELEY, CO 80634-8904
Address of LID Property: N/A
Weld County Parcel No.: 095916303013
Legal Description of LID Property: GR 5WR1-2 L2 (WEST RIDGE AREA ANNEX) REPLAT OF
BLK1 WESTRIDGE 5TH FILING

25. Owner(s): Linda C. and Stephen R. Zumbrun
Mailing Address of Owner(s): 2655 65TH AVENUE
GREELEY, CO 80634-8904
Address of LID Property: N/A
Weld County Parcel No.: 095916303012
Legal Description of LID Property: GR 5WR1-1 L1 (WEST RIDGE AREA ANNEX) REPLAT OF
BLK1 WESTRIDGE 5TH FILING
26. Owner(s): Angela and Jukka Koponen
Mailing Address of Owner(s): 205 CARROLL STREET
CENTER, TX 75935-3503
Address of LID Property: N/A
Weld County Parcel No.: 095916300011
Legal Description of LID Property: GR 17589-D PT SW4 16 5 66 (WEST RIDGE AREA ANNEX)
ELY 200' OF FOL DESC PARCEL BEG 191.79' W OF S4
COR W489.17' N41D41'E 89.46' N464.21'E 386.87' S0D08'E
30.54' N41D44'E 57.90' S0D25'E 543.63' M/L TO BEG

Section 8. Properties within the boundaries of Local Improvement District No. 346590 remain subject to all requirements of the Greeley Municipal Code regarding City non-potable water service and irrigation, including, without limitation, the requirement to construct additional distribution main line extensions, if necessary, to facilitate connection to the Westgate Non-Potable Irrigation Pump Station.

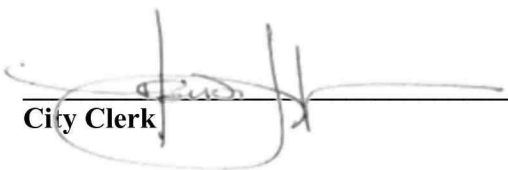
Section 9. This ordinance shall take effect on the fifth (5th) day following its final publication, as set forth in Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 1ST DAY OF OCTOBER 2024.

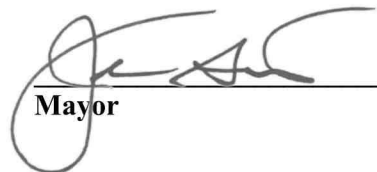
ATTEST:



THE CITY OF GREELEY, COLORADO



City Clerk



Mayor

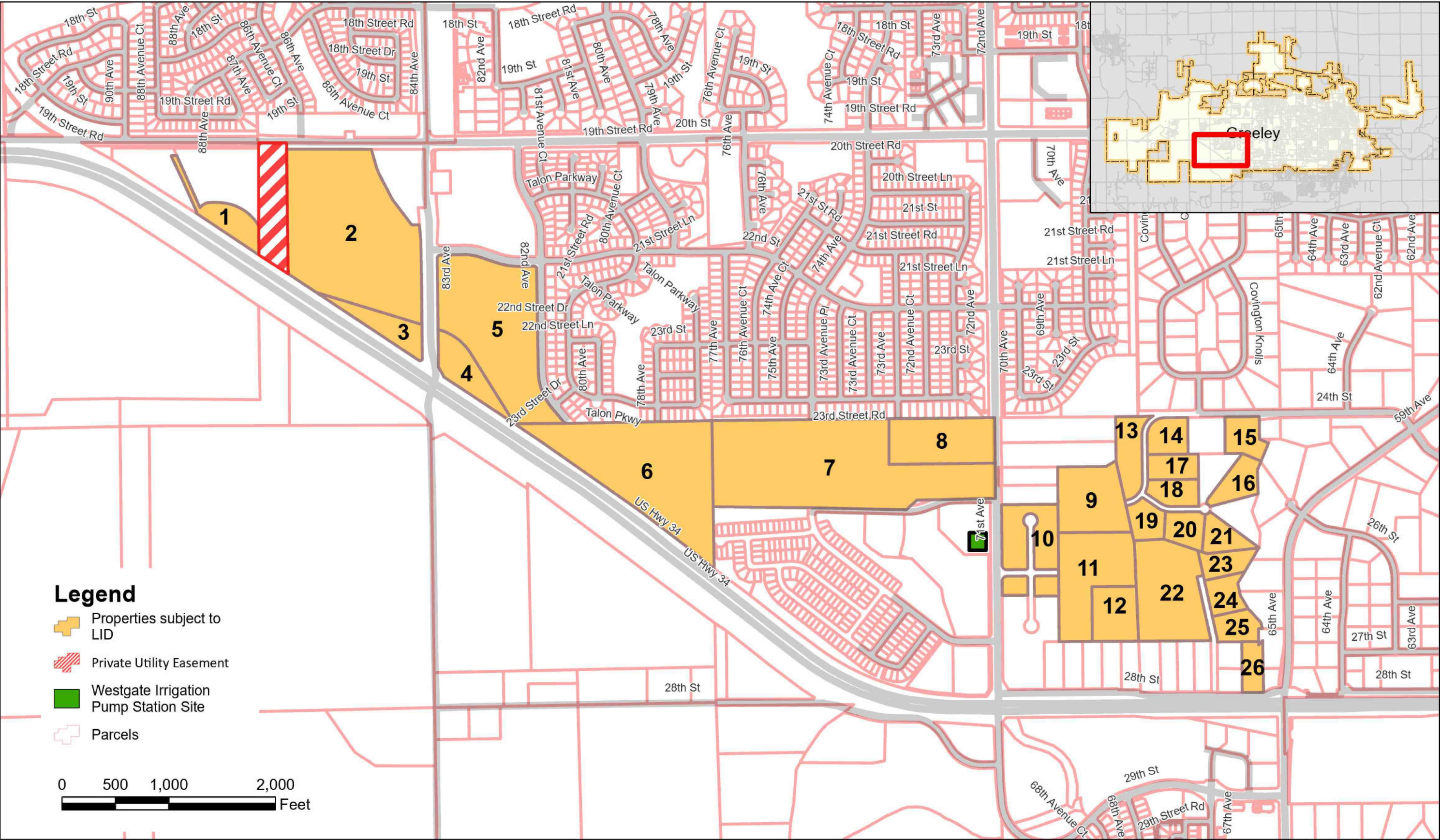


Exhibit - Local Improvement District No. 346590 - Westgate

Coordinate System: NAD 1983 HARN StatePlane Colorado North FIPS 0501 Feet
Units: Foot US

Date: 8/13/2024
WestgateLS_LID_08132024.aprx



Westgate Area Non-Potable Local Improvement District

Sean Chambers, Water & Sewer Director
Sean.Chambers@Greeleygov.com
City Council Meeting – July 15, 2025



Infrastructure & Mobility

Agenda

- Local Improvement District Purpose
- Westgate Local Improvement District
- Westgate Local Improvement District & Costs
- Westgate Local Improvement District Schedule
- Recommending an Ordinance establishing assessments against Local Improvement District #346590
- Purpose: Adopt the ordinance and publish with reference to title only

Local Improvement District Purpose

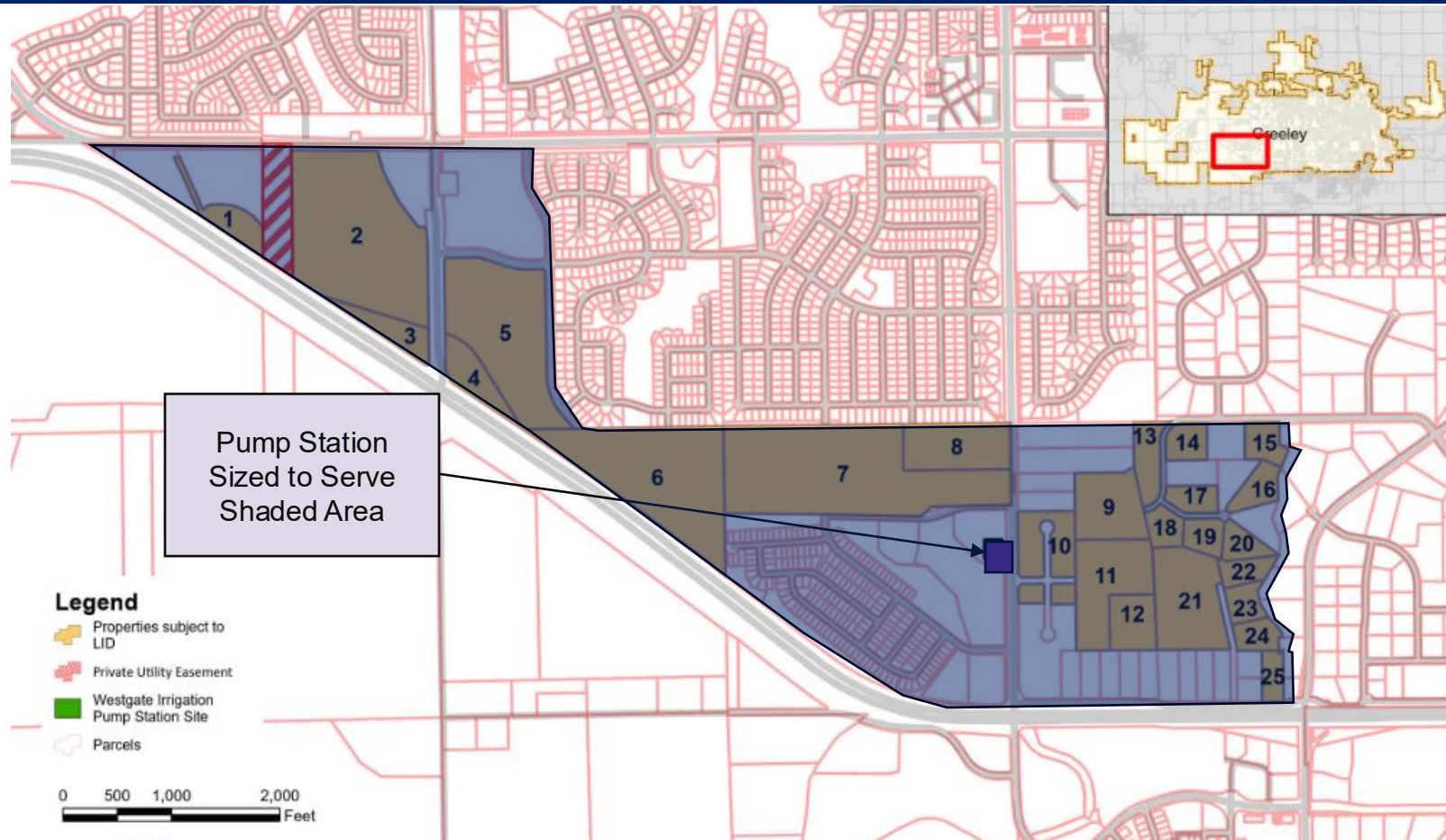
Local Improvement Districts (LIDs) are an infrastructure financing tool for making improvements of a special nature

- Applied to a specific limited area of the city that needs specific infrastructure
- Applied for the benefit of properties within the specific area
- Improvement districts can be used for the construction, extension maintenance or reconstruction of water, sewer, or stormwater infrastructure

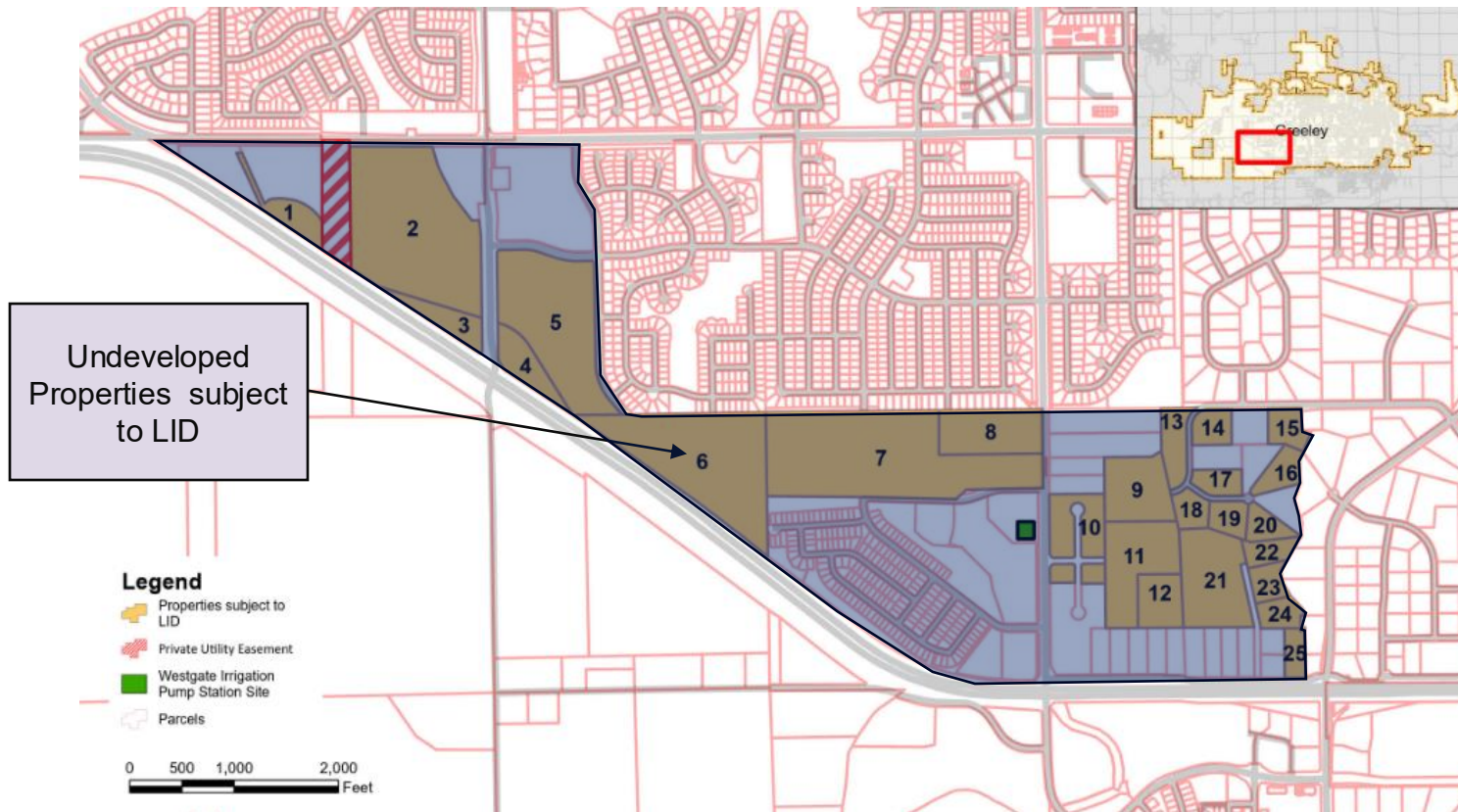
Source: Greeley Municipal Code, Chapter 6

LOCAL IMPROVEMENT DISTRICTS, Sec. 18-379

Westgate Local Improvement District



Westgate Undeveloped LID Parcels

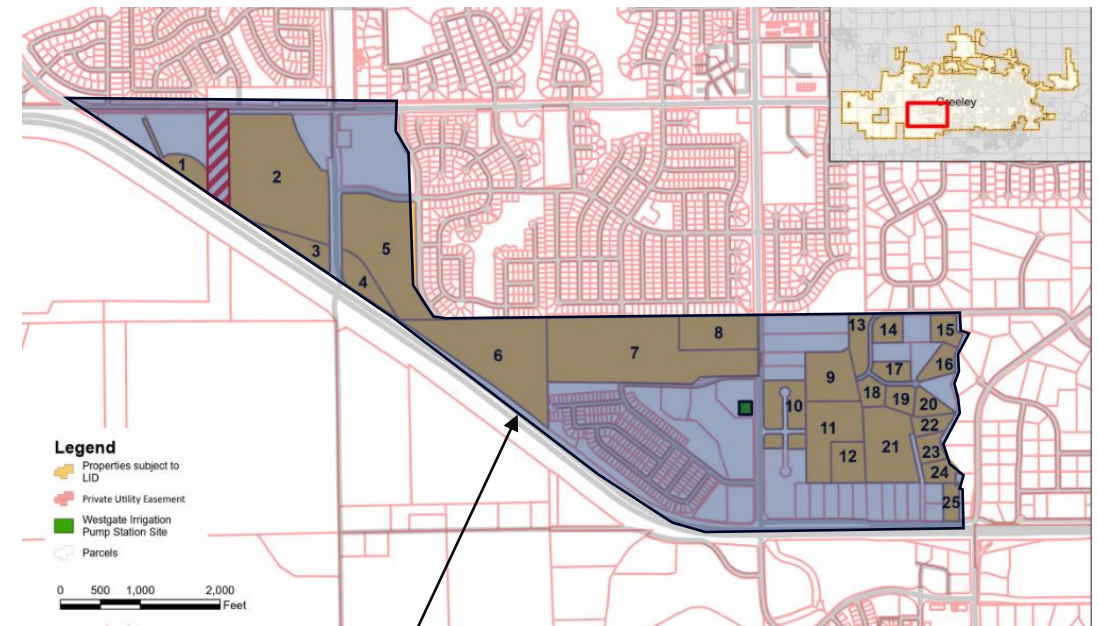


Westgate Service Areas:

- Undeveloped LID Parcels – 231.628 acers
- Developed Parcels (W&S) – 185.656 acers

LID Cost Methodology/Calculation

Total Construction Cost	\$2,573,242.80
Total Service Area Size	417.284 acres
Calculated Cost per Acre	\$6,166.65/acre
Developed Area Size	185.656 acres
Developed Area Portion	\$1,144,874.87 (City Cost)
Undeveloped Area Size	231.628 acres (LID)
Undeveloped Area Portion	\$1,428,367.93 (LID Cost)



Shaded/Service Area =
417.284 acres

LID Summary

- Only undeveloped properties included in LID
- Cost based on size of property being developed (bulk acreage)
- One-time fee to connect to system
- Payment due at final plat approval or at landowner's request for connection to system

Local Improvement District Schedule

- ✓ W&S Board Recommendation - 2/21/2024
- ✓ Landowner Meeting – 3/28/2024
- ✓ 1st Reading Ordinance Establishing LID – 10/1/2024
- ✓ 2nd Reading Ordinance Establishing LID – 10/29/2024
- 1st Reading Ordinance Establishing Assessments – 6/17/2025
- 2nd Reading Ordinance Establishing Assessment – 7/15/2025

Recommended Action

- Westgate Non-Potable Irrigation Pump Station was recommended for approval by Water & Sewer Board and Department staff
- City Council approved the ordinance establishing Local Improvement District #346590 for the Westgate Non-Potable Irrigation Pump Station
- Recommend City Council approve final assessments ordinance against undeveloped parcels within the LID.

Questions





Council Agenda Summary

July 15, 2025

Key Staff Contact: Deb Callies, Housing Director

Title:

Public hearing and resolution approving the substantial amendment update to the Allocation Plan for Home-American Rescue Plan (Home-ARP)

Summary:

The HOME-American Rescue Plan (HOME-ARP) program is a federal initiative, funded through the American Rescue Plan Act, that allocates \$5 billion to address homelessness and related issues. It's administered through the HOME Investment Partnerships Program and focuses on providing housing and supportive services to specific vulnerable populations.

The City of Greeley initially was approved to utilize its funding of \$1,259,235 for acquisition and development of "non-congregate shelter activities" (a homeless shelter). Staff proceeded to develop a feasibility study for a homeless shelter. The study cost \$405,317. However, the full funding necessary to build a shelter has not been identified, therefore alternate use of the remaining \$853,918 of the HOME ARP funds must be identified.

Staff recommends that these funds be re-allocated toward a 25% required grant match (\$855,350) of a state grant for \$3,421,400. The Homeless Solutions department received this grant from the State of Colorado for Transformational Homelessness Response programming. Specifically, it is to be used for tenant-based rent assistance and supportive services.

Staff requests that City Council adopt the resolution to amend the HOME ARP Allocation Plan leveraging state grant funds and serving community needs through homelessness supportive services and tenant-based rent assistance.

Fiscal Impact:

If approved, will this item result in

Positive Impact: One-time funding

- Is it budgeted? Yes.
- Does it require a new appropriation? No.
- Are there any long-term financial impacts? No

Is there grant funding for this item? Yes

Does this action have potential long-term fiscal implications? No

Legal Issues:

Consideration of this matter is a legislative process which includes the following public hearing steps:

1. City staff presentation (if requested)
2. Council questions of staff
3. Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4. Council discussion
5. Council decision

Other issues and Considerations:

Strategic Focus Area:

Housing For All

Decision Options:

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 34, 2025 with Appendix A
2. Greeley Homeless Shelter (GHS) Feasibility Report Draft
3. Item 22 - Presentation

CITY OF GREELEY, COLORADO
RESOLUTION NO. 34, 2025

**A RESOLUTION APPROVING THE SUBSTANTIAL AMENDMENT UPDATE TO
THE ALLOCATION PLAN FOR HOME-AMERICAN RESCUE PLAN (HOME-ARP)**

WHEREAS, the City of Greeley received approval for the Allocation Plan for HOME Investment Partnerships – American Rescue Plan (HOME-ARP) funding; and

WHEREAS, due to a calculation error during the initial HOME-ARP funding allocations by the U.S. Department of Housing and Urban Development (HUD) the City of Greeley has received an additional \$1,684.00; and

WHEREAS, a participating jurisdiction must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits; and

WHEREAS, an application for assistance from the HOME-ARP program requires the preparation and adoption of a HOME-ARP Allocation Plan created by the participating jurisdiction to outline how they will use the federal funds provided by the American Rescue Plan to address homelessness and housing instability; and

WHEREAS, the City of Greeley wishes to amend the allocation plan to align with the needs analysis, data research, professional consultation, and public participation as initially submitted and approved by the HUD field office.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GREELEY, COLORADO:

Section 1. That the amended HOME-ARP Allocation Plan, attached in Appendix A, is adopted to include the additional funds and to amend the activity types for the allocation of funds to reflect the needs of the community.

Section 2. This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF ____,
2025.**

ATTEST:

THE CITY OF GREELEY, COLORADO

By:_____

City Clerk

By:_____

Mayor

Appendix A
AMENDEMENT TO THE HOME-ARP ANALLOCATION PLAN

City of Greeley, CO Substantial Amendment: HOMEARP ALLOCATION PLAN

In accordance with Section V.C.2. of the Notice, PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits.

Describe how the PJ will distribute HOME-ARP funds in accordance with its priority needs identified in its needs assessment and gap analysis:

HOME ARP SUBSTANTIAL AMENDMENT NARRATIVE:

The primary purpose of this reallocation is to incorporate funding for rent assistance through tenant based rental assistance (TBRA).

Additionally, this amendment includes allocation of additional funds (\$1,684.00) due to a calculation error during the initial HOME ARP funding allocations by the U.S. Department of Housing and Urban Development (HUD)

Original HOME-ARP Award	Additional Allocation Amount	Revised HOME-ARP Award
\$1,481,453.00	\$1,684.00	\$1,483,137.00

The amendment details the sources and uses of funds to engage the identified HOME-ARP projects. It also demonstrates the continued alignment among the needs analysis, data research, professional consultation, and public participation as initially submitted and approved by the HUD field office.

Amended Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 318,000		
Acquisition and Development of Non-Congregate Shelters (includes feasibility study activity)	\$ 405,317		
Tenant Based Rental Assistance (TBRA)	\$ 537,350		
Development of Affordable Rental Housing	\$		
Nonprofit Operating	\$	0 %	5%
Nonprofit Capacity Building	\$	0 %	5%
Administration and Planning	\$ 222,470.00	15%	15%

Total HOME ARP Allocation	\$ 1,483,137.00		
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Prior Allocation of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$		
Acquisition and Development of Non-Congregate Shelters (includes feasibility study activity)	\$ 1,259,235.00		
Tenant Based Rental Assistance (TBRA)	\$ 0		
Development of Affordable Rental Housing	\$ 0		
Nonprofit Operating	\$ 0	0 %	5%
Nonprofit Capacity Building	\$ 0	0 %	5%
Administration and Planning	\$ 222,218.00	15%	15%
Total HOME ARP Allocation	\$ 1,481,453.00		

Sources & Uses of Funds

Source: HOME ARP

Use: **Acquisition and Development of Non-Congregate Shelters**

Preference QP 1(i) Literally Homeless 24 CFR 91.5 (1)

Allocation Amount: \$405,317

QP 1 (i) Definition: An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: A primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus, or train station, airport, or camping ground.

Rationale:

The City of Greeley has engaged a consultant to perform a shelter feasibility study in order to determine the best location, funding sources, and service partners, and service delivery needed to assist the homeless population in Greeley that is in need of shelter services throughout the year. An allocation is made for \$150,000 for this feasibility study, leaving a balance of \$255,317.00 in this use.

The initial allocation plan indicated all funding to be for acquisition and development of non-congregate shelter, however through the feasibility study we are learning that the additional funds needed to develop are not available to the City within the timeframe needed to spend the HOME ARP funding.

Based on all the data and information collected to date, there is an incredible need for shelter and housing in Greeley, CO. Information from the homeless information data base reviewed recently indicated there are 468 people who are homeless in Greeley and 82% are unsheltered. The Cold Weather Shelter at the Housing Navigation Center was at capacity nearly every night from November through April with multiple people being put up in a motel on a nightly basis.

Source: HOME ARP

Use: **TBRA (Tenant Based Rental Assistance) and Supportive Services**

Preference QP 2 (ii) At Risk of Homelessness 24 CFR 91.5 (2)

Allocation Amount: \$855,350.00

QP 2 (ii) Definition: An individual or family who imminently lose their primary nighttime residence, provided that: the primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; no subsequent residence has been identified; and the individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing.

Rationale:

Based on the information received during consultation and surveys by the Weld County Health Department, over one third of our residents report spending more than 30% of their income on rent, and they are worried about this housing burden. More than 20% of our residents are living doubled up. The need in Greeley like the rest of the country for affordable housing is building and without dramatic action it has and will continue to grow.

The HOME ARP will allocate TBRA, **Street Outreach and Bridge Housing (supportive services)** to address At Risk of Homelessness in Greeley as defined by HUD under 24 CFR 91.5 (2)(ii). Aligned with the gap analysis, which indicates there were no rapid rehousing or tenant based rental assistance programs, with the exception of Weld County, which does not have case management or rapid rehousing services attached to the assistance. Since that time the City of Greeley has created a Homeless Solutions Team that works with the Housing First model. Programs include street outreach, case management services, and rapid rehousing for homelessness prevention and outreach.

This use of funds will also serve as a match to a State of Colorado THR grant made to the City of Greeley Homeless Solutions Department for the same activity.

Source: HOME ARP

Use: **Administration and Planning**

Allocation Amount: \$222,470.00

Additional funds received from HUD due to calculator error resulted in additional funding toward administration and planning efforts. The City of Greeley will utilize funding to administer the HOME ARP program effectively.

HOME ARP Uses, Allocations & Qualifying Populations:

Acquisition and Development of Non-Congregate Shelter: \$405,317.00

QP 1 (i) Literally Homeless 24 CFR 91.5 (1)

TBRA-Rent Assistance **& Supportive Services**: \$855,350.00

QP 2 (ii) At Risk of Homelessness 24 CFR 91.5 (2)

Administration & Planning \$222,470.00

15% of the 15% Statutory Limit

Total HOME ARP \$1,483,137.00

Greeley Homeless Shelter (GHS)

Feasibility Report | Draft

May 23, 2025

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___ Site B – Greeley Holdings Site	33
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Project Participants

City of Greeley – Project Management Team

Juliana Kitten, Assistant City Manager
Mandy Shreve, Director of Homeless Solutions
Chris Freeland, Facilities Architect

City of Greeley - Stakeholder Team

Aimee Freeland, Communications and Engagement; Brian McBroom, Community Development Direct; Buxton Demers; Code Compliance Manager; Will Jones, Deputy Public Works Director; Ashley Weesner, Affordable Housing Manager; B.J. Spamer, Grant Specialist; Deb Callies, Housing Director; Art Shilling, Facilities Manager

Anderson Hallas Architects, PC

Architecture/Project Lead
Wells Squier, AIA, NCARB, LEED AP, Principal
Brandon Gossard, AIA, NCARB, Senior Associate | Project Manager
Cristina Martin, Project Architect

Martin & Martin

Civil Engineering
Patsy Sullivan, PE, LEED AP, Principal
Tracy Scurlock, PE, Senior Project Eng.
Stephanie LaCrue, EIT
Paeton Staadt, Technician

Design Concepts

Landscape Design
Shanen Weber, Principal
Rachel Nicolaison, Designer

Landmark Environmental

Environmental
Nicole Christ, Senior Project Manager

Ricca Design Studios

Kitchen Design
Jeremy Kittelson, Principal

AE Design

Electrical Engineering
Jon Brooks, PE, Principal
Bryan Jass, Senior Project Manager
Bernard Lennon, Senior Project Designer
Ryon Sommerer, Project Designer

360 Engineering

Mechanical & Plumbing Engineering
Denise Dihle, President
Brennen Guy, Project Manager
Alex Timberlake, Lead Engineer

JVA, Inc.

Structural Engineering
Paul Hause, PE, Principal

Special Thanks to

City of Greeley – Executive Committee for Mayor's Task Force

John Gates, Deb DeBoutez, Mary Young, Kimberly Collins, Melanie Woolman, Tyler Richardson, Tom Norton, Jeff Carlson, Spencer Downing, Emma Carroll, Sarah Cullen, Lizzy Mahan, Alexis Jarvis

Spencer Downing, Boulder Rescue Mission
Seth Forwood, Fort Collins Rescue Mission

REVIEWER NOTE: Are there any other partners/groups we should include in the thanks?

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Executive Summary

Project Overview

The City of Greeley is evaluating the feasibility for the construction of a new state-of-the-art adult Homeless and Housing Service Center. The facility is intended to be a "low barrier" facility open 24-hours a day, 7-days a week with on-site meals and a wide range of connected services including: health and mental health care, substance abuse treatment, housing support, peer support, case management, employment and more.

The intent is that this facility will be operated by a yet to be named third party service provider. This will maintain the City's position as a supporting agency, and allow for United Way to shift their efforts to a supporting agency as well rather than running the current emergency shelter.

Property Identification

Sites were identified by the Study team through three methods; a GIS analysis conducted by the City, a review of available commercial listings during the Summer of 2024, and individual properties identified by the team.

This resulted in sixteen initial properties where were evaluated across thirteen criteria. A more detailed description of this assessment can be found further in the site selection report.

Focus Properties

The sixteen initial properties were reduced to four properties for further investigation. All four are clustered near the majority of supporting resources along North 11th Ave:

1. Transit Center Site
2. Greeley Holdings Site
3. Starrise Site
4. Diamondlil Site.

Specific locations and assessments can be found further in this report.

Of the four properties, the Greeley Holdings Site was selected for a preliminary layout based on a review of available data and feedback from the executive committee. Other sites may be available in addition to this site.

Development Proposal

The selected site was developed into a Preferred Alternative which included the overall building program as refined by stakeholders and the executive committee. The overall program was laid out in a single-story configuration that would allow for the selective closing of individual areas to allow for cleaning. The building was placed on the site to allow for future phasing of supporting facilities to be added as either additions or freestanding buildings. The specifics of this proposal are included in the Site Development Plan section of this report.

Opinion of Probable Cost

This alternative was evaluated by a third-party cost estimator and broken down into five key components to serve as a toolbox of building program and site information to assist the City of Greeley in evaluating the scope, scale, and phasing of a future Homeless and Housing Service Center.

The cost identified below can be refined by prioritizing elements to be included within the design as it progresses. Thoughtful assessment of building construction type, finishes, and amenities could all significantly influence the final cost of the project.

	Item	Total Project Cost	Cost per Square Foot (SF)
Base Bid	Main Building with Congregate Sleeping Spaces & Site Improvements	\$19,880,000	\$400/SF Building \$7.50/SF Site
Alt 1	Non-Congregate Building	\$9,856,000	\$450/SF
Alt 2	Rental Unit Building	\$5,740,000	\$525/SF
Alt 3	Mixed-Use Building	\$1,937,500	\$275/SF
Alt 4	Kennel & Dog Run	\$120,000	
Total		\$37,533,500	

Next Steps

This feasibility study is intended to provide a kit of parts that can be used to evaluate future development of a shelter facility either on the sites considered by this study or others identified by the City.

Recommendations

1. Conduct stakeholder discussions on priority demographic targets and what diversion strategies might be available to minimize the size of the facility.
2. Conduct a prioritization effort to refine and define what would be necessary to include in a phase 1 construction effort. Key questions to resolve include:
 - a. Validate total number of beds needed.
 - b. Confirm type of sleeping configuration desired.
3. Continue to investigate potential site opportunities.
4. Complete preliminary negotiations with the Greeley Holdings site to determine if terms can be reached for a built-to-suit model.

Background

Project Overview

The City of Greeley is evaluating the feasibility for the construction of a new state-of-the-art adult Homeless and Housing Service Center. The facility is intended to be a "low barrier" facility open 24-hours a day, 7-days a week with on-site meals and a wide range of connected services including: health and mental health care, substance abuse treatment, housing support, peer support, case management, employment and more.

The intent is that this facility will be operated by a yet to be named third-party service provider. This will maintain the City's position as a supporting agency, and allow for United Way to shift their efforts to a supporting agency as well rather than running the current emergency shelter.

This feasibility study is organized in two sections:

1. Site Selection Report
2. Site Development Report

REVIEWER NOTE: I think this would be a good opportunity to integrate some of the parallel efforts and assessments to link this effort to those.

Project Program

Spatial Needs Assessment

The following program was developed from the initial request for proposal document and further refined through discussions with the stakeholder team and the executive committee.

	# of Spaces	SF Each (net)	SF Subtotal (net)
Interior Spaces			
Entry Area			
Vestibule	1	160	160
Reception / front desk	1	350	350
Security Office	2	150	300
Locker room for guest belongings	1	500	500
Waiting area	1	1000	1000
Decontamination Area			
Bathroom with shower and space to change			
Room with W/D for clothing			
Staff Office Area			
6 staff offices	6	120	720
Conference room with seating for 15 people	1	300	300
Copy / office equipment	1	120	120
Storage room	1	280	280
Staff Breakroom	1	325	325
Staff Entry	1	150	150
Facility Single-User Restrooms for Staff			
Single user staff restroom within staff area	1	60	60
Single-user restroom for staff in supply area	1	60	60
Single-user restroom near entry	1	60	60
Single-user restroom within kitchen	1	60	60
Kitchen			
Receiving and storage area	1	650	650
Bulk Preparation and Cooking Area	1	850	850
Tray line and service area	1	300	300
Warewashing area	1	350	350
Support and backup area	1	150	150
Employee area	1	150	150
Administration and loading dock	1	200	200
Emergency Shelter Storage	1	100	100
Circulation within commercial kitchen	1	1000	1000

	# of Spaces	SF Each (net)	SF Subtotal (net)
Interior Spaces			
Multi-use Spaces			
Multi-use space - large / Dining Space / Emergency Shelter	1	2450	2,450
Multi-use space - Medium for groups	2	750	1500
Multi-use space - Small	2	375	750
Small Rooms for Wellness Exams & Private Meetings (Cabinets & sink)	2	130	260
Building Amenities			
Mail Room	1	350	350
Laundry Room	1	450	450
Computer lab	1	300	300
Small library	1	350	350
Safe Napping Rooms	3	70	210
Animal Accommodations			
Kennels - enclosed for up to 3 cats	3	12	36
Kennels - enclosed for up to 10 dogs	1	1000	1000
Space for animal washing / grooming	1	50	50
Building Mechanical / Services			
IT MDF room	1	100	100
Access control / CCTV security closet	1	80	80
Electrical room	1	300	300
Janitorial Closets	2	80	160
Mechanical room	1	400	400
Supply Desk with Storage - Clothing and toiletries & towels - day-use area	1	500	550
Non-Congregate - Private Sleeping Spaces			
60 efficient single user private sleeping spaces	60	98	5,880
10 efficient couples private sleeping spaces	10	98	980
Dormitory Sleeping Spaces			
Dormitory for male guests - 20 raised beds	2		1,840
Dormitory for female guests - 10 raised beds	1		920
Dormitory for non-binary guests - 8 raised beds	1		0
Rentable Private Rooms			
Single occupancy rentable room	10	366	3,660
Double occupancy rentable room	5	426	2,130
Overnight Use Spaces			
Storage - Bedding, etc.			
Open Community Lounge Spaces			875

	# of Spaces	SF Each (net)	SF Subtotal (net)
Interior Spaces			
Total			32,901
TARE (35%) for hallways, stairs, walls, etc.			11,515
Total plus TARE			44,416
Ground floor area needed:			17,491
35% of ground floor area for TARE:			6121.85
Ground floor area total:			23612.85
Second floor area needed:			15,410
35% of second floor area for TARE:			5393.5
Second floor area total:			20,804
Facility Restrooms - Single-User Approach - Option 1			
All-user restrooms on first floor - no shower	2	60	120
All-user restrooms on first floor - with shower	4	80	320
All-user restrooms on second floor - no shower (1 per 8 beds)	0	60	0
All-user restrooms on second floor - with shower (1 per 8 beds)	13	80	1040
Spaces Considered but Not Included			
Health Clinic			
Reception and waiting area			300
Exam rooms	2	100sf	200
Patient / staff restrooms	2	60	120
Lab	1		200
Storage space	1		100
Offices	2	100sf	200
Isolation room	1	100sf	100

Program Diagrams

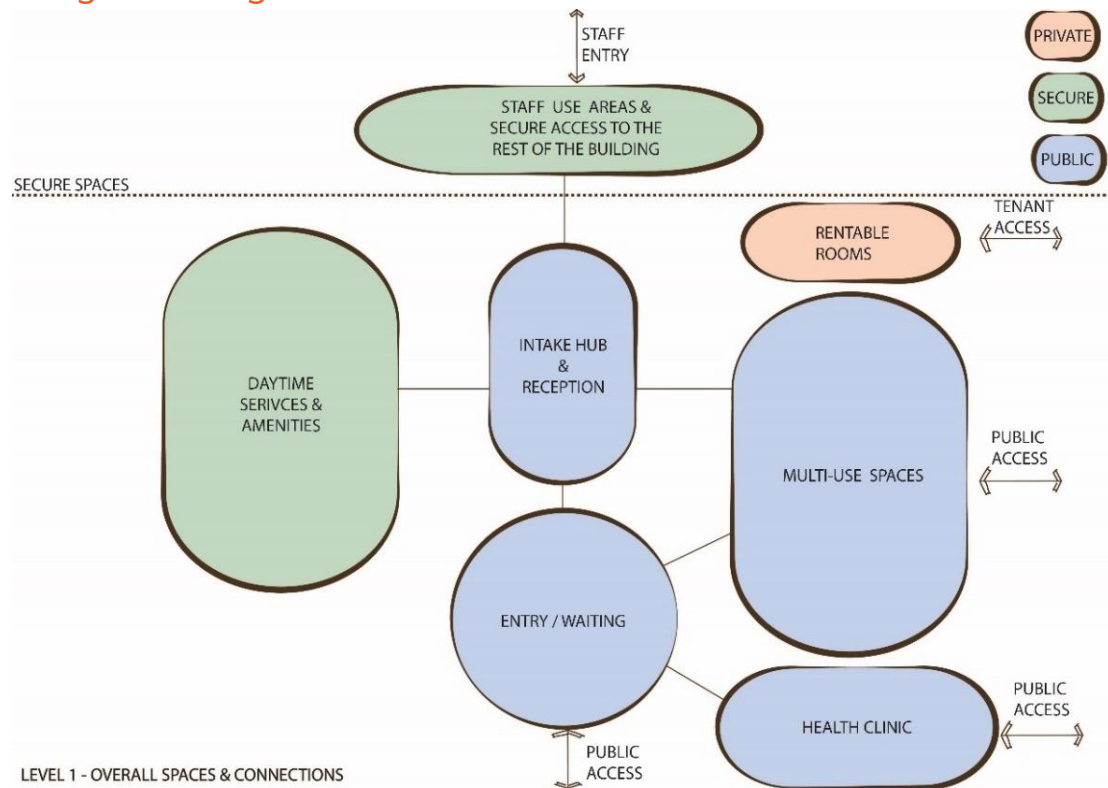


Figure 1 – Service Area Adjacency Diagram

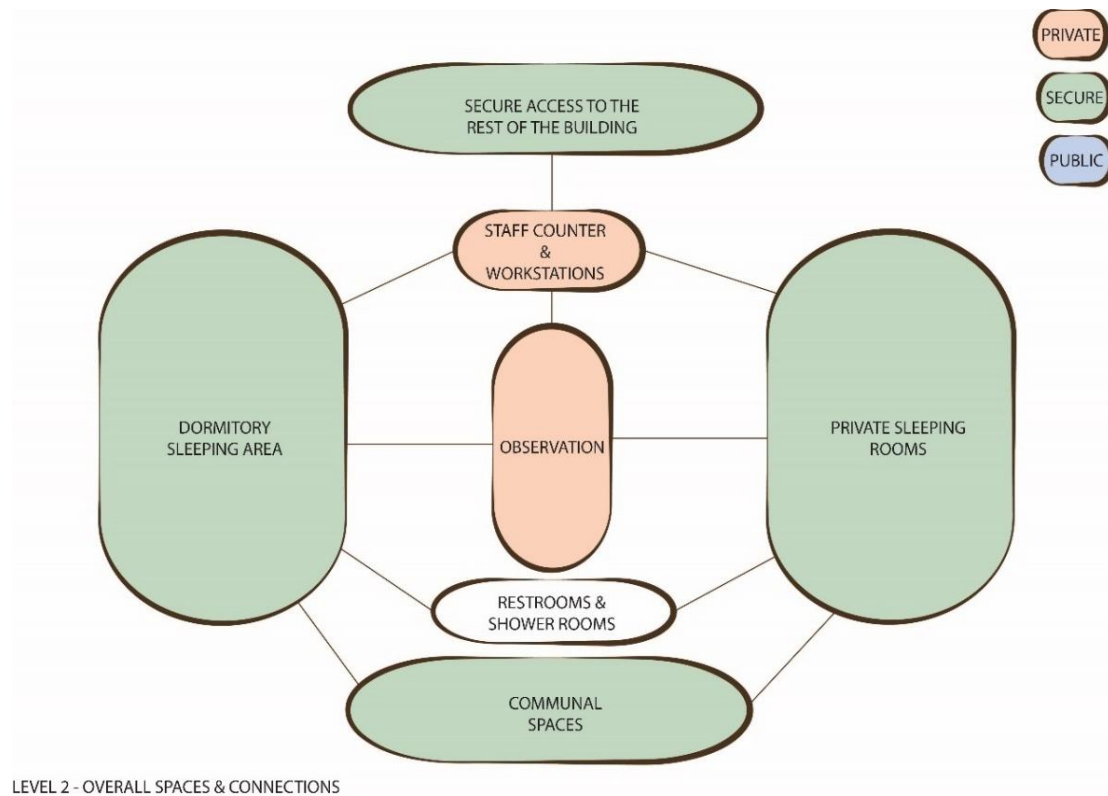


Figure 2 – Sleeping Area Adjacency Diagram

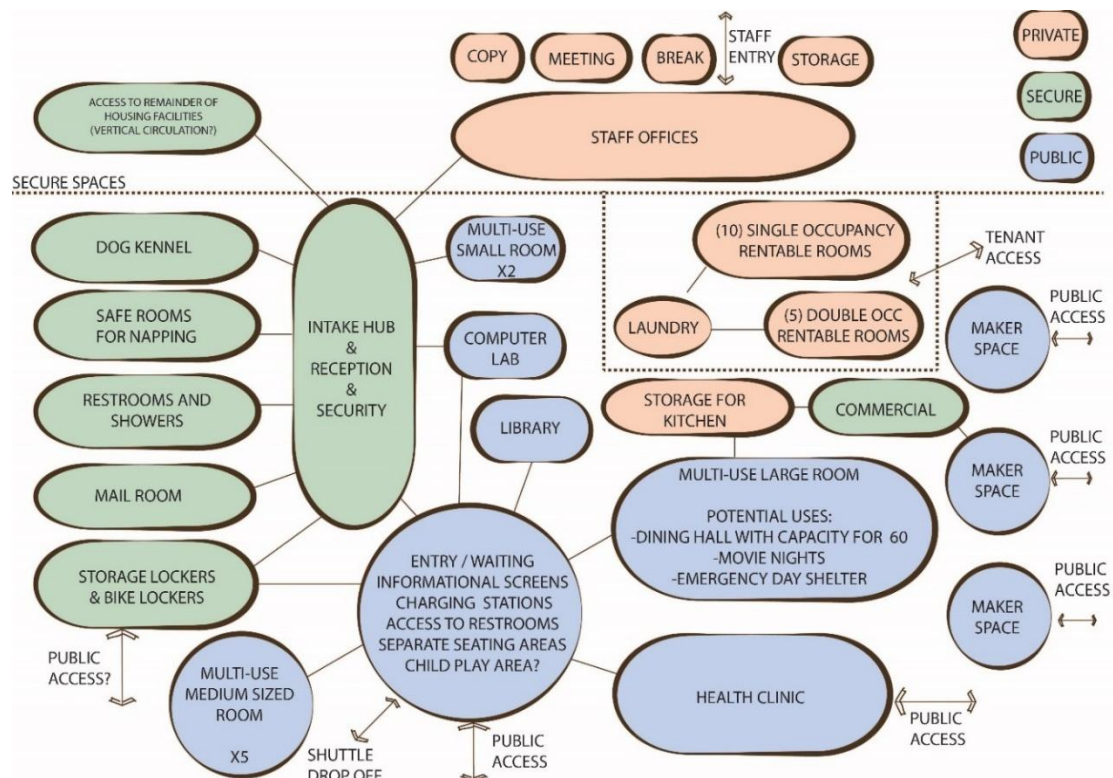


Figure 3 - Overall Adjacency Diagram

Design Considerations

The primary design considerations for this project were informed by the initial request for proposal document, stakeholder meetings, precedent reviews, and partner interviews at neighboring facilities. Some of these "lessons learned" that influence various details has been included below:

Lessons Learned

- Sightlines are critical, especially from staff spaces and to exterior areas
- Quick access to let guests in. Electrified door button system?
- Proximity of the front desk to the entry door
- Single-user restrooms should have occupancy indicators.
- Staff offices near the main entrance provide essential support to initial contact teams.
- Hallways can get congested quickly with people lining up for supplies at counter serving any supply/pantry functions.
- Plan for long lines at kitchen serving lines to avoid congestion.
- Multi-user restrooms may be better for safety.
- There are significant advantages to creating a space for welcoming folks that may have encountered bed bugs and other similar pests.
- Depending on the guests it can be valuable to retain a dorm for sobriety
- Serving area and kitchen serving line should be configured to place veggies and healthy items ahead of more expensive meat items.
- Heaters for exterior spaces can extend the use of exterior gathering areas.
- Lay out the facility to integrate the need for cleaning. Allow for the selective closing of dorms during the day to provide cleaning
- Toilet partition doors should swing outwards. Difficult to get in to help someone that may have overdosed.

Additional discussions and their determinations are included at the end of this section of the report that directed the development of the preferred alternative.

Site Selection Report

Initial Site Selection

The Site Selection report is intended to review properties identified by the City, the study team, and the Executive Committee for the Mayors Task Force. This identification was accomplished via three methods:

1. City GIS Mapping Assessment
 - A mapping review was completed that included the criteria listed in the following section and allowed for the team to identify prospective sites.
2. Review of listed Commercial Properties
 - A review of currently available commercial properties was completed, with the mapping process listed above serving as a mechanism to evaluate if such a site should be included in further review.
3. Individual Identification
 - Selective sites were known to the Study Team, Executive Committee, or City Staff and were included.

Criteria Description

To assist in evaluating the identified sites the Study Team developed a set of criteria that each site would be evaluated against to allow for comparison between the prospective sites. This list includes:

1. Resource Access
 - The ideal site should be proximate to facilities and resources that offer support to guests of the facility. These identified resources include:
 - Crisis and Emergency Services
 - Greeley Police Department
 - Weld County Sheriff
 - North Range Behavioral Health
 - Weld County Adult Protective Services
 - Weld County Child Protective Services
 - A Woman's Place (Domestic Violence Safe House)
 - Weld County Department of Human Services
 - Salvation Army
 - Medicaid Weld County
 - North Colorado Medical Center
 - Sunrise Community Health Clinic
 - Weld County Food Bank
 - WIC
 - Northern Colorado Veterans Services
 - Greeley Interfaith Clothing Bank

- Refugee & Asylee Program

2. Transit Access

- The ideal site should include robust access to transit within walking distance, ideally with sub 20-minute headways. Sites that perform well in this criteria will be within ¼ mile of a transit stop, connected via pedestrian infrastructure, and serviced with sub 20-minute headways.

3. Available Area

- The ideal site should include enough space for the development of the site program with one or two stories, associated parking, and site elements. Sites that perform well in this criteria will have more than 60,000 SF of developable area although less can be considered if the shelter takes on a more urban form.

4. Ability to Expand

- The program considered by this Study is focused on providing for the more immediate needs to serve the unhoused within the City. With Greeley's population projected to expand significantly over the next 25 years a more successful site will have area to expand in the future.

5. Entitlement Process

- A shelter is considered a use-by-right in Commercial High Intensity (C-H) and Industrial Low Intensity (I-L) zone districts. It is possible for the project to be developed in other zones however it would be subject to City standards as a "Use by Special Review" which is a more nuanced and subjective regulatory process. Sites that perform well with this criterion are zoned C-H or I-L.

6. Street Frontage

- The ideal site should include enough street frontage to accommodate up to two curb cuts or be located at a corner with access to two street frontages. This allows for the separation of certain types of traffic such as donations and deliveries.

7. Stormwater/Floodplain

- The ideal site will be free from hazards or will be developed to mitigate existing hazards such as floodplains. Sites that are outside of the floodplain, and/or outside of areas subject to urban flooding from stormwater will perform better.

8. Neighborhood Integration

- The ideal site will provide an intact and dignified neighborhood and environment for the facility. Sites with more developed and well-maintained surroundings will perform better.

9. Mixed Use Potential

- A listed goal of the project is to consider the potential integration of mixed-use elements into the project. A site will perform better in this criterion by having more developed pedestrian infrastructure and a more visible location to make mixed-use elements more viable.
10. Proximity to Schools
- The ideal site will reduce the potential conflict with both vehicular and pedestrian traffic with the adjacent neighborhood. With the unique transportation and operational needs of schools a specific criterion was included to assess this potential interaction.
11. Potential Conflicts
- The area surrounding each site can bring with it unique challenges and conflicts for a potential facility. Sites that have fewer residential properties surrounding them and that are not otherwise occupied by an essential facility will perform better.
12. Ownership Condition
- The current ownership status of each site will be important to consider. Sites that are owned by the City of Greeley will perform better than other sites as that represents investment that will not be required to make the development of the project viable.
13. Actionable Timeline
- If currently occupied by an existing use, the actionable timeline criterion evaluates how quickly a site could be developed if selected. Properties currently owned by the City of Greeley or an interested seller will perform better.

Initial site review and focused selection

Sites that were identified via the methods listed above have been included for reference on the following pages. The individual criteria has been categorized in a three-tier evaluation described as follows:

1. Green – Complimentary – The conditions on the site would be complimentary to the mission and development of the facility.
2. Yellow – Caution – The conditions on the site are not ideal for the facility, but may be overcome through the use of appropriate mitigation strategies.
3. Red – Conflict – The conditions on the site have an element that may present a fundamental conflict to the facility that will require significant mitigation strategies in order to address.

Replace with 11x17 copy of the matrix

	SITE SELECTION MATRIX - PART 1		FOCUS PROPERTY		FOCUS PROPERTY		
	SITE 1	SITE 2	SITE 3	SITE 4	SITE 5	SITE 6	SITE 7
Compliments							
Cautions							
Conflicts							
LOCATION	3rd Street & 12th Avenue	A Street Transit Complex	A Street & 11th Avenue	2nd Street & 11th Avenue	12th Street & 11th Avenue	1st Street - Close to 11th Avenue	870 28th Street
TRANSIT ACCESS	1/4 mile buffer	1/4 mile buffer	1/4 mile buffer	1/4 mile buffer	1/4 mile buffer	1/4 mile buffer	edge of 1/4 mile buffer
PROXIMITY TO SCHOOL	Within 1/4 mile	Within 1/4 mile	Within 1/4 mile	Within 1/4 mile	Edge of 1/4 mile	More than 1/4 mile	Edge of 1/4 mile
AVAILABLE AREA	41,600 sf	79,600 sf	73,800 sf	100,000-213,000 sf	50,300 sf	91,200 sf	59,500 sf
EXPANSION OPTION	No expansion	No expansion	Limited expansion	Expansion possible	Limited expansion	Expansion possible	Limited expansion
ENTITLEMENT PROCESS	C-H zoning	C-H zoning	I-M Zoning	I-L & I-M zoning	C-H zoning	C-H zoning	C-H zoning
RESOURCE ACCESS	4 resources nearby	4 resources nearby	4 resources nearby	4 resources nearby	4 resources nearby	4 resources nearby	1 resource nearby
STREET FRONTAGE	Street access from both sides	Street access from two sides	Street access from three sides	Street access from two sides	Street access from two sides	No actual frontage	Two streets split by 28th Street
NEIGHBORHOOD INTEGRATION	Within an existing neighborhood	On the periphery of existing neighborhood	On the periphery of existing neighborhood	Within an existing neighborhood	Within an existing neighborhood	Within an existing neighborhood	Pushed to edge
MIXED USE POTENTIAL	Residential foot traffic	Potential for high foot traffic	Potential for high foot traffic	Potential for high foot traffic	Urban location so would provide a street presence	No street presence	Not walkable
POTENTIAL CONFLICTS	Occupied by Public Works Requires F Street facility Neighborhood groups	Future City transit plans Concerns with Island Grove Requires F Street facility	Residential property owners Island Grove	Drainage concerns Neighborhood groups	Future City plans Neighborhood groups	Residential property owners	Displacing current resources
OWNERSHIP CONDITION	City of Greeley	City of Greeley	2 lots - City of Greeley 4 lots - Privately Owned	Great Western American Railroad	City of Greeley	1 lot - City of Greeley 4 lots - Privately Owned	Yoder Family
ACTIONABLE TIMELINE	Occupied by Public Works Requires F Street facility	Potential future City plans Requires F Street facility	Requires property acquisition	Owner may not be willing to sell	Vacant	May require property acquisition	Currently utilized by Housing Navigation Center
STORMWATER / FLOODPLAIN	Urban stormwater	Urban stormwater & floodplain	Urban stormwater	Urban stormwater	Urban stormwater	Urban stormwater & floodplain	No overlays

* areas indicated are approximate

GREELEY SHELTER

* areas indicated are approximate

GREELEY SHELTER

Replace with 11x17 copy of the matrix

	SITE SELECTION MATRIX - PART 2			FOCUS PROPERTY			
	SITE 8	SITE 9	SITE 10	SITE 11	SITE 12	SITE 13	SITE 14
Compliments							
Cautions							
Conflicts							
LOCATION	1901 56th Avenue	3115 35th Avenue	1510 8th Avenue	890 N 11th Avenue	1442 N 11th Avenue	1417 O Street	3301 W Service Rd, Evans
TRANSIT ACCESS	1/2 mile buffer Single line transit availability	1/4 mile buffer Single line transit availability	1/4 mile buffer Walkable to downtown	1/4 mile buffer	1/4 mile buffer	Edge of 1/4 mile buffer	1/2 mile buffer
PROXIMITY TO SCHOOL	Within 1/4 mile	More than 1/4 mile	Within 1/4 mile	More than 1/4 mile	More than 1/4 mile	More than 1/4 mile	More than 1/4 mile
AVAILABLE AREA	60,000 sf	85,500 sf (+/- 40,000 sf usable)	38,000 sf	595,900 sf	287,000 sf	4,472,000 sf	437,122 sf
EXPANSION OPTION	No expansion	No expansion	No expansion	Expansion possible	Expansion possible	Expansion possible	Expansion possible
ENTITLEMENT PROCESS	C-H zoning	C-H zoning	C-H zoning	I-M zoning / DCMP	C-L Zoning	CH, IM Zoning	85-RC-R
RESOURCE ACCESS	Significant distance from resources	Significant distance from resources	Significant distance from resources	3 resources nearby	3 resources nearby	3 resources nearby	1 resource nearby
STREET FRONTAGE	Street access from three sides	One street	One street	One street	One street	One street	One street
NEIGHBORHOOD INTEGRATION	Within an existing neighborhood	Within an existing neighborhood	Within an existing neighborhood	Does not feel like a neighborhood	Does not feel like a neighborhood	Does not feel like a neighborhood	Does not feel like a neighborhood
MIXED USE POTENTIAL	Existing suburban character	Existing suburban character	Mixed uses nearby	Limited frontage on 11th Ave	Limited frontage on 11th Ave	"O" Street Frontage Long Term Mixed Use	Not walkable
POTENTIAL CONFLICTS	Existing well developed neighborhood	Utility infrastructure conflicts Existing well developed neighborhood	Existing well developed neighborhood	Interested Seller	Would require coordination with Catholic charities	Would require coordination with Weld County	Would require evaluation of code impacts for changing use
OWNERSHIP CONDITION	190156 LLC	3115 35th Avenue LLC	Hive Greeley LLC	Greeley Holdings LLC	Catholic Charities and Community Services	Weld County	Globok LLC
ACTIONABLE TIMELINE	For sale	For sale	For sale	Interested Seller	Unknown	Unknown	Unknown
STORMWATER / FLOODPLAIN	No overlays	No overlays	Urban stormwater	Floodplain	No overlays	No overlays	No overlays

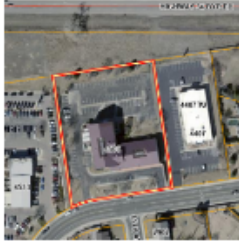
* areas indicated are approximate

GREELEY SHELTER



SITE MATRIX - PART 3

FOCUS PROPERTY

	SITE 15	SITE 16
Compliments		
Cautions		
Conflicts		
LOCATION	4505 W 29th Street	1091 O Street
TRANSIT ACCESS	1/2 mile buffer	1/2 mile buffer
PROXIMITY TO SCHOOL	More than 1/4 mile	More than 1/4 mile
AVAILABLE AREA	98,200 sf	19.4 acres (15.4 acres usable)
EXPANSION OPTION	Limited expansion	Expansion possible
ENTITLEMENT PROCESS	C-H zoning	C-H zoning
RESOURCE ACCESS	Significant distance from resources	3 resources nearby
STREET FRONTAGE	One street	Two streets
NEIGHBORHOOD INTEGRATION	Within an existing neighborhood	Does not feel like a neighborhood
MIXED USE POTENTIAL	Existing combination of commercial & residential character	Future potential
POTENTIAL CONFLICTS	Existing well developed neighborhood	Transit access
OWNERSHIP CONDITION	Farm Credit Services - Mtn Plains FLBA	Diamondlil LLC
ACTIONABLE TIMELINE	Unknown	Interested seller
STORMWATER / FLOODPLAIN	No overlays	No overlays

* areas indicated are approximate

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Selected Site Analysis

Process

Once selected, the individual sites were subjected to additional investigation from available records and on-site field reconnaissance. This included:

1. Environmental Records Assessment
2. Civil Utility Assessment
3. Electrical Utility Assessment

Environmental Records Assessment

This site was evaluated by Landmark Environmental through an Environmental Records Review which can be found within the appendix of this document.

All the selected sites had an environmental record assessment conducted by Landmark Environmental. A copy of these reports can be found in the appendix of this document. This assessment includes a review of federal and state regulatory databases typically conducted in accordance with the American Society for Testing and Materials (ASTM) Standard E 1527-21 to determine whether the Subject Property or adjacent properties have been identified in federal or local environmental databases with the potential to have an impact on the environmental quality of the Subject Property.

These databases include, but are not limited to, the National Priorities List, Comprehensive Environmental Response and Liability Information System, Resource Compensation and Recovery Act, corrective action, treatment, storage and disposal list, the list of permitted landfill and solid waste disposal facilities, Underground Storage Tank list, Leaking Underground Storage Tank listing, and the federal and state spill lists. Landmark obtained environmental database records from Environmental Data Resources (EDR) on October 7, 2024. Additional information can be found in the reports included within the appendix.

With any site formally selected for a development it is recommended that a Phase 1 Environmental Report be completed to further investigate the potential site. Such a Phase 1 environmental report would build on the records assessment and also include a review of historical aerial and additional site reconnaissance for elements that may constitute an environmental hazard.

Limitations

The results of this assessment are based only on the information provided in the EDR Radius Report. This assessment does not constitute a Phase I Environmental Site

Assessment per the ASTM E527-21 Standard. Landmark did not visit or inspect the Subject Property for this assessment and is unaware of the current conditions of the Subject Property. This report is not to be considered a statement of clearance or an indication of Landmark's recommendation to purchase, sell, or develop the Property.

Electrical Assessment

A preliminary estimate of a homeless shelter based on a 30,000 sqft building is as follows:

Homeless Shelter	LOAD TYPE	(VA/SF)
	Mechanical Equipment	20.0
	Lighting	2.0
	General Purpose	5.0
	Special Equipment (EV Charging)	3.0
	Square Footage	30,000 SF
	Total Demand Load	30 VA/SF
	Homeless Shelter VA	900,000 VA
	Homeless Shelter Amps @ 208V/3ph	2600 A
	Homeless Shelter Amps @ 480V/3ph	1100 A

Based on the intended building use and projected electrical loads, the estimated additional NEC demand load for the homeless shelter is approximately 2,600 Amps at a distribution voltage of 208/120 volts, 3-phase. Therefore, the shelter will be provided with a 3,000 Amp service at this voltage. At a distribution voltage of 480/277 volts, 3-phase, the estimated additional NEC demand load is approximately 1,100 Amps, resulting in a 1,600 Amp service for the shelter. AE Design has determined these anticipated loads using historical data from similar projects, along with high-efficiency mechanical system sizing provided by the mechanical engineer during this site feasibility study. AE Design will continue to assess the expected electrical loads as the project progresses through the design phase and will adjust the electrical service size as needed.

Site A – Transit Center Site



Source: Google Maps

Site Description

Site A (Site 3 on the initial site assessment list) is a collection of parcels adjacent to the current Greeley-Evans Transit Center. The area is surrounded by development on all four sides and is currentted in mixed ownership with parcels held both by the City and by private residential property owners.

Complimentary Features

Transit Access:	The subject site is directly adjacent to the Greeley-Evans Transit Center, making this site arguably one of the best-served sites in the City for transit access.
Available Area:	The site includes 73,800 square feet making it capable of incorporating the anticipated initial program.
Available Resources:	The site is proximate to four of the identified resource sites.
Street Frontage:	The site is adjacent to three street frontages although it will likely be limited to access from A Street and 1 st Street.
Mixed Use:	This high level of visibility would be beneficial to any mixed-use elements included in the project but would increase the complexity of development to ensure compatibility between uses.

Potential Cautions

Expansion Ability:	The facility would require the development of the entire site which would not allow for future expansion.
School Proximity:	The site is within 1/4 mile to a school site.
Entitlement:	The entirety of the site is zoned Industrial Medium Intensity (I-M) and would either require rezoning or a use by special review in order to entitle the property for the proposed development.
Stormwater:	The site is located on the north side of the Greeley urban core which was developed before stormwater management practices were widely employed. The City has been working to mitigate the hazard presented by this urban stormwater challenge but the potential remains present on the site.

Ownership: The site consists of multiple parcels under separate ownership. Assembling this site would require individual negotiations with multiple property owners.

Potential Conflicts:

Gateway: The site is bordered by 11th Avenue, a major arterial within the City of Greeley and occupies a prime corner at the intersection of 11th Avenue and A Street which is a principal gateway to Island Grove Regional Park.

Use Competition: The location, with its robust transit access and visible location would also lend itself to other types of more intensive development that may better take advantage of the unique characteristics of this property.

Environmental Records Assessment

A specific report for this site is included within this report's appendix. A summary of the conclusion and recommendations included within that report are as follows:

The only databases associated with the Subject Property were assigned for asbestos abatement, which does not suggest a negative impact on the Subject Property. According to the EDR Radius Report, no adjoining properties or upgradient properties were identified with unresolved releases of hazardous materials or petroleum products.

Based on Landmark's review of the EDR Radius Report, no contaminant sources were reported at the Subject Property, adjoining properties, or surrounding properties with the likelihood of impacting the Subject Property.

If selected, it is recommended that a more thorough due diligence environmental assessment of the Subject Property be performed, including an assessment in accordance with ASTM E527-21 Standard Practice for Environmental Site Assessments. Additional environmental risks may be discovered that were not identified by this precursory assessment, including issues outside the scope of ASTM E1527-21.

Civil Assessment

General

- The existing site is adjacent to the Greeley Evans Transit Center and consists of residential buildings and vacant land.
- The site is bound by A Street on the north, 11th Avenue on the east, 1st Street on the south, and 12th Avenue on the west.

- There is an existing sidewalk along A Street and an existing sidewalk and bike path that runs along the eastern side of the site, between the site and 11th Avenue.
- There are five existing curb cuts for access to the site:
 - Two along A Street
 - One along 12th Avenue
 - Two along 1st Street

Grading and Drainage

- The site is relatively flat, but generally slopes to the northeast.
- From the FEMA FIRM Number 08123C1537F, the site is located within Zone X, 0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. See the FIRM included as an attachment.
- Existing storm inlets were observed within A Street, 1st Street, and the north end of the bike path.
- There were no signs of existing storm water quality or detention facilities on the site.
- The following information was obtained from utility mapping obtained from the City of Greeley online Property Facts Web Application:
 - There is an existing 12-inch to 18-inch storm main of unknown material within A Street that appears to route east based on an increase in pipe size in that direction.
 - The inlets within 1st Street connect to a storm line of unknown size and material that appears to route north along 11th Avenue, connecting to the A Street storm system.
 - See City of Greeley Utility Mapping included as an attachment.

Sanitary Utilities

- The following information was obtained from the City of Greeley online mapping:
 - There is an existing 6-inch vitrified clay pipe (VCP) sanitary main within 1st Street, 12th Avenue, and A Street that appears to route west in 1st, north in 12th, and then east within A Street based on an increase in pipe size in that direction.
 - Once in A Street, the sanitary main upsizes to an 8-inch VCP, and then to a 12-inch VCP east of 11th Avenue.
 - There are existing sanitary service laterals that serve the existing residential buildings on the site.
 - There is an existing 36-inch reinforced concrete pipe (RCP) trunkline located south of 1st Street, direction of routing is unknown.

Water Utilities

- The following information was obtained from the City of Greeley online mapping:
 - There is an existing water main on all four sides of the site: an 8-inch polyvinyl chloride (PVC) water main within A Street, 12th Avenue, and 1st Street, and a 12-inch ductile iron pipe (DIP) water main in 11th Avenue.
 - There are several existing fire hydrants around the site: two on the north side of A Street, two near the southeast corner of the site along 11th Avenue and 1st Street, and two along 12th Avenue.
 - There are existing water service laterals that serve the existing residential buildings on the site. An existing irrigation meter was observed along 11th Avenue.

Site Opportunities

- Road access on 3 sides of site.
 - Potentially all 4 depending on limitations of bike path on east.
 - Good for access to the site.
 - Good for fire access being provided from the 4 adjacent roads.
- Utilities on all 4 sides of site.
 - Need to confirm with City capacity of utilities to accommodate proposed site.
- Relatively flat for accessible grading.

Site Constraints

- Within Floodplain.
- Smaller site.
 - Could be limited in storm water quality and detention options depending on site programming, may need to go underground.

Service Options

- Drainage: There is existing storm infrastructure to the north and east for site storm to connect to. Capacity and inverts of existing off-site storm systems are unknown and would need to be verified to understand if a positive gravity outfall from the site is possible.
- Sanitary: There is existing sanitary infrastructure to the north, west, and south for site service lines to connect to. Capacity and inverts of existing off-site sanitary systems are unknown and would need to be verified to understand if a positive gravity connection from the site is possible.
- Water: There is existing water infrastructure on all four sides of the site for site service lines to connect to. The available flow and pressure of the water system is unknown and would need to be verified to understand if a connection from the site is possible.

Electrical Assessment

Existing Conditions – Site Opportunities/Site Constraints

The site adjacent to the transit center is equipped with multiple overhead power lines connected to poles strategically positioned throughout the area. These lines serve to supply electrical power to the residential units located on the property. Additionally, a telecommunications cabinet is present on-site, facilitating communication services. Light poles are installed along the property boundaries, providing illumination for the adjacent streets and enhancing safety for pedestrians and vehicles.

On the western side of the property, there is a 200A, 3-phase fuse cabinet. However, we will not be utilizing this cabinet and will require a new service instead. From an electrical standpoint, there do not appear to be any significant constraints affecting the site's power availability.

Service Options

The availability of 3-phase power on the site suggests a robust potential for meeting anticipated operational power demand. However, the specific voltage levels were not clearly confirmed during the assessment. It is assumed that either 208V, 3-phase or 480V, 3-phase is available, which would support smooth power delivery to the site. A new utility transformer will be necessary, and a 480V, 3-phase service is recommended. Overall, the site is well-equipped to fulfill its electrical requirements.

Development Options

With the size of the building program, any development at this site will need to be a multiple story building and will have limited parking unless a parking structure is desired. A test fit layout for this site is included on the following page which demonstrates what the first-floor layout of the building could be, with the dormitories and non-congregate living areas being provided on the second floor.

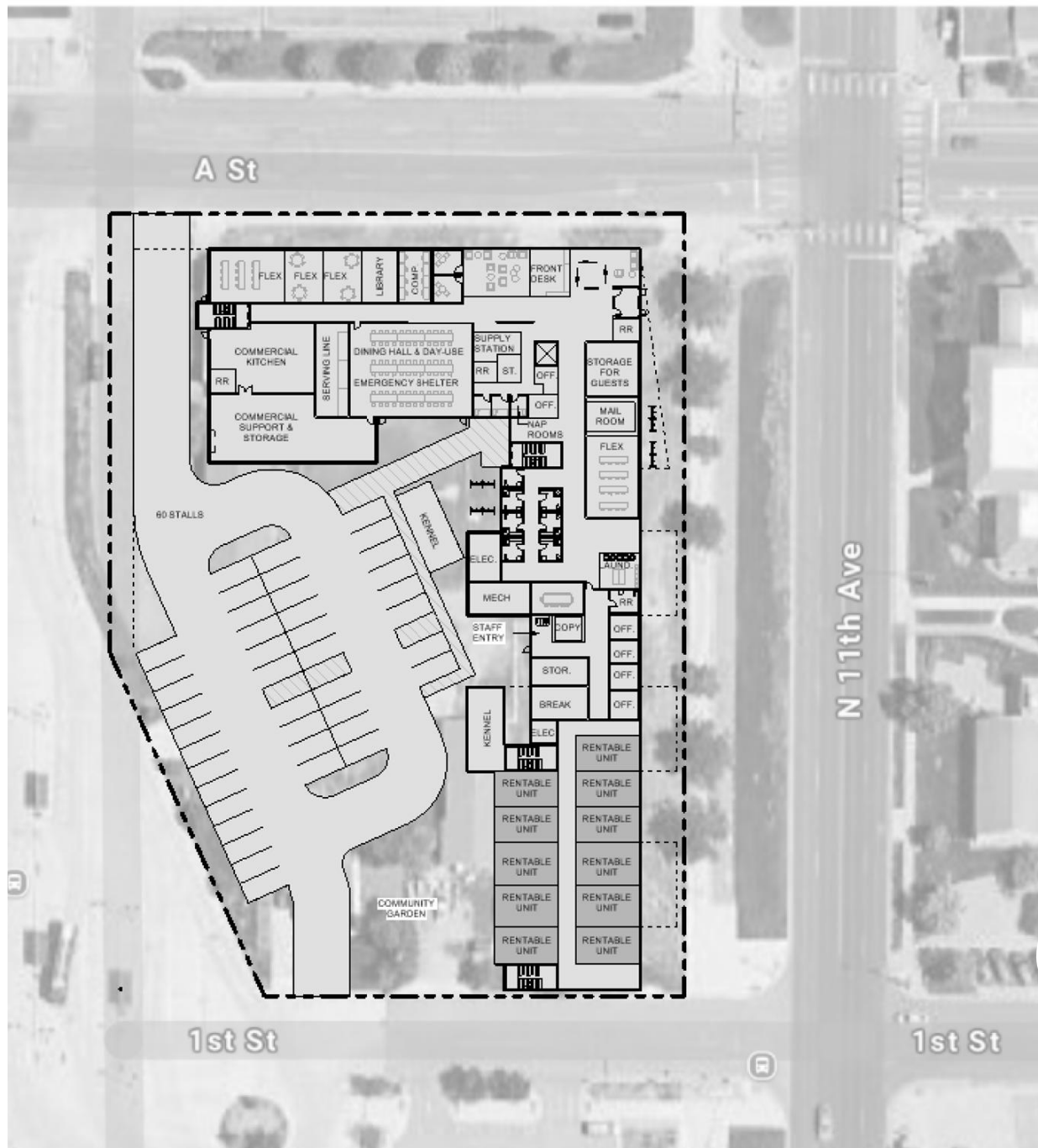


Figure 4 - Site A Test Fit

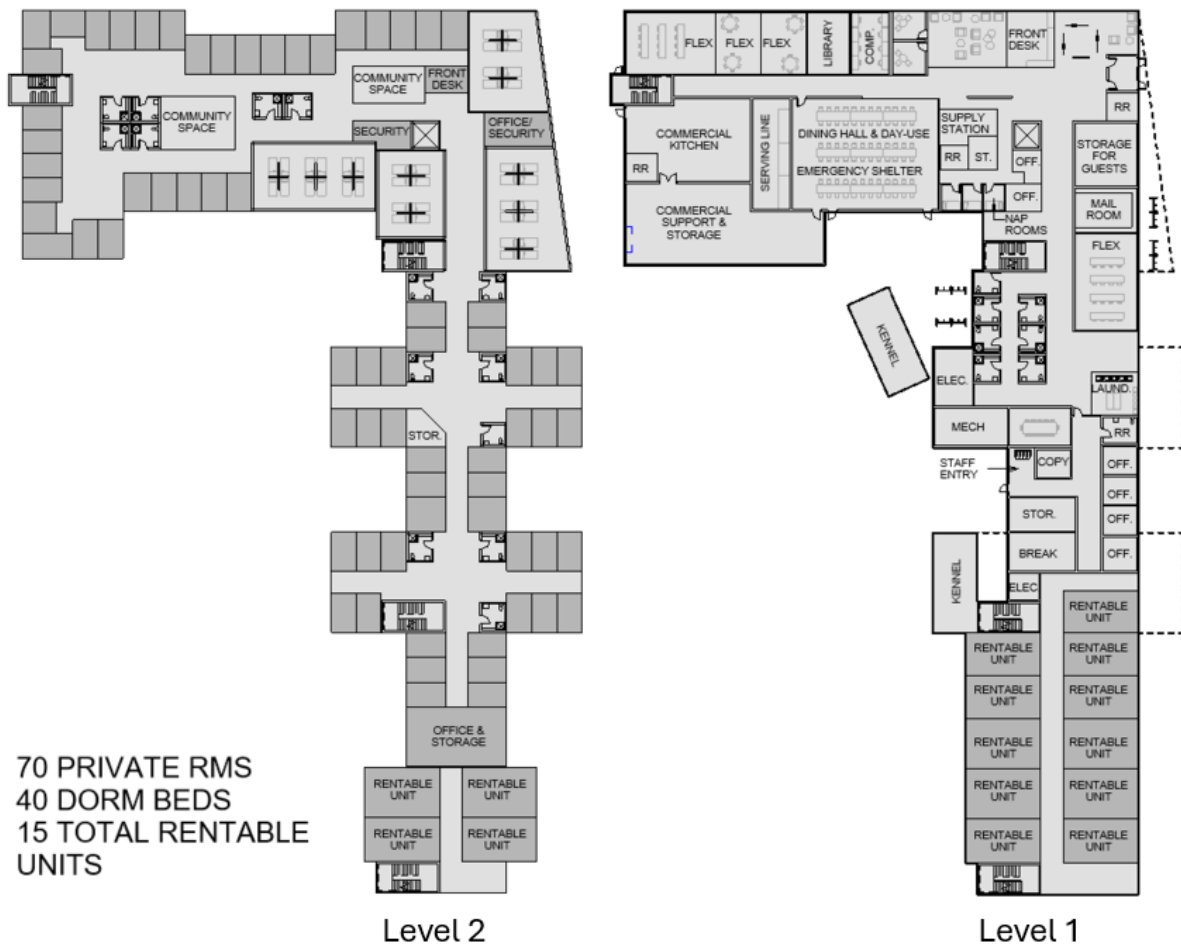


Figure 5 - Site A Test Fit Floor Plans

Site B – Greeley Holdings Site



Source: Google Maps

Site Description

Site B (Site 11 on the initial site assessment list) is a site located on N 11th Avenue between US Highway 85 Business (8th Avenue) and 11th Ave. It is currently subject to limited development with a handful of single family and accessory buildings along with one small commercial structure.

Complimentary Features

Transit Access:	The subject site is within ¼ of a transit stop and is along an arterial roadway that would make a dedicated stop a possibility. It is anticipated that this site will be served by 20-minute headways.
Available Area:	The site includes 595,900 square feet which fully accommodates the anticipated initial program.
Expansion Ability:	The scale of the site would allow for future expansion of primary services or the construction of supporting facilities with new services.
Available Resources:	The site is proximate to three of the identified resource sites.
Ownership:	The site has a single owner who may be interested in working with the City to develop the site. Unique amongst the sites under consideration is this property owner would like to proceed with a build-to-suit model for the facility and lease the facility to a future third-party operator with a long term lease. The specific terms, operator, and extent of the development will need to be negotiated.

Potential Cautions

Street Frontage:	The site is adjacent to two street frontages with current access limited to 11 th Avenue. It is likely possible to maintain two access points off 11 th Avenue. With the drainage path that crosses north-south through the site access to 8 th Avenue, while possible, would likely be difficult.
School Proximity:	The site is further than ¼ mile from a school.
Entitlement:	The entirety of the site is zoned Industrial Medium Intensity (I-M) and includes a Development Concept Master Plan (DCMP) on a small portion to the west. It will either require rezoning or a use by

special review in order to entitle the property for the proposed development.

Mixed Use: The limited frontage on 11th avenue may reduce the viability of retail-based mixed uses. It may be possible for service-based mixed to be integrated into the project.

Stormwater: The site is located within the 100-year floodplain of the Cache la Poudre river. Any development of the site will be require to elevate two feet above base flood elevation (BFE). The existing drainage path that crosses the site from north-south appears to be a return path for an agricultural ditch and there are a series of existing agricultural canal features on the site.

Environmental Records Assessment

A specific report for this site is included within this report's appendix. A summary of the conclusion and recommendations included within that report are as follows:

The only databases associated with the Subject Property were assigned for asbestos abatement, which does not suggest a negative impact to the Subject Property. According to the EDR Radius Report, no adjoining properties or upgradient properties were identified with unresolved releases of hazardous materials or petroleum products.

Based on Landmark's review of the EDR Radius Report, no contaminant sources were reported at the Subject Property, adjoining properties, or surrounding properties with the likelihood of impacting the Subject Property.

If selected, it is recommended that a more thorough due diligence environmental assessment of the Subject Property be performed, including an assessment in accordance with ASTM E527-21 Standard Practice for Environmental Site Assessments. Additional environmental risks may be discovered that were not identified by this precursory assessment, including issues outside the scope of ASTM E1527-21.

Civil Assessment

General

- The existing site consists of vacant land.
- The site is bound by an alley and residential properties to the north, commercial properties to the west and east, and railroad right-of-way to the south.
- The existing alley connects north to 1st Street, providing access from 1st Street to the site.
- There is an existing sidewalk along 1st Street to the north of the site.

Grading and Drainage

- The site is mounded up in the middle and slopes away from the middle on all four sides.
- From the FEMA FIRM Number 08123C1537F, the site is located within two Zones:
 - Zone X - 0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile.
 - Zone AE – Special Flood Hazard Area with Base Flood Elevation (BFE) or Depth.
 - See the FIRM included as an attachment.
- Existing storm inlets were observed within 1st Street, north of the site.
- An existing, partially buried culvert was observed along the south edge of the site.
- An existing culvert was observed within the railroad right-of-way, routing beneath the railroad tracks.
- There were no signs of existing storm water quality or detention facilities on the site.
- The following information was obtained from the City of Greeley online mapping:
 - There is an existing 18-inch storm main of unknown material in 1st Street that appears to route north in 10th Avenue.
 - The culvert within the railroad right-of-way is labeled as 36-inch in size.
 - See City of Greeley Utility Mapping included as an attachment.

Sanitary Utilities

- The following information was obtained from the City of Greeley online mapping:
 - There is an existing 6-inch VCP sanitary main within 1st Street that appears to route east based on the line upsizing to a 12-inch VCP east of 10th Avenue and north within 10th Avenue.
 - There are existing sanitary service laterals that serve the existing residential buildings on the site.
 - There is an existing 36-inch reinforced concrete pipe (RCP) trunkline within 1st Street, direction of routing is unknown.

Water Utilities

- The following information was obtained from the City of Greeley online mapping:
 - There is an existing 8-inch DIP water main north of the site within 1st Street.
 - The closest existing fire hydrants to the site are at the northeast corner of 1st Street and 11th Avenue and on the north side of 1st Street between 10th and 9th Avenues.
 - There are existing water service laterals that serve the existing residential buildings on the site.

Site Opportunities

- Larger in size than Site A.

Site Constraints

- Within Floodplain.
- Only have utilities north of site, fewer opportunities for connections.
- Depending on building size and placement on the site, may need to provide a water main extension/loop for fire hydrant coverage.

- Depending on building size and placement on the site, may need to provide fire access and turnaround within the site limits.
- Smaller site.
 - Could be limited in storm water quality and detention options depending on site programming, may need to go underground.

Service Options

- Drainage: There is existing storm infrastructure to the north for site storm to connect to. Capacity and inverts of the existing off-site storm system is unknown and would need to be verified to understand if a positive gravity outfall from the site is possible.
- Sanitary: There is existing sanitary infrastructure to the north for site service lines to connect to. Capacity and inverts of the existing off-site sanitary system is unknown and would need to be verified to understand if a positive gravity connection from the site is possible.
- Water: There is existing water infrastructure to the north for site service lines to connect to. The available flow and pressure of the water system is unknown and would need to be verified to understand if a connection from the site is possible.

Electrical Assessment

Existing Conditions – Site Opportunities/Site Constraints

- This large site on N 11th Ave had minimal structures on the site. All the power coming into the site would be from the overhead lines. The power lines ran north to south along N 11th Ave and east to west on the south side of the site boundaries. Additionally, there is an old telecom cabinet on the south side of the property that was opened and the wires exposed, corroded, and would need to be replaced. Due to overhead power lines, it is our assumption that there would not be any site constraints.

Service Options

- The overhead poles provide 3-phase power, suggesting a robust potential for meeting the expected electrical demands of the site. However, the precise voltage levels were not clearly determined during the assessment. It is assumed that either 208V, 3-phase or 480V, 3-phase is available, allowing for effective power delivery. A new utility transformer will be necessary, with a recommendation for a 480V, 3-phase service. Overall, the site appears well-prepared to accommodate its electrical requirements.

Development Options

Since this site is one of the larger sites under consideration, a single or two-story building can be considered, and ample parking can be provided. A test fit layout for a two-story variant at this site is included on the following page which demonstrates what the first-floor layout of the building could be, with the dormitories and non-congregate living areas being provided on the second floor. This site was selected for further development into the preferred alternative; a single-story variant is detailed in the next section of the report.

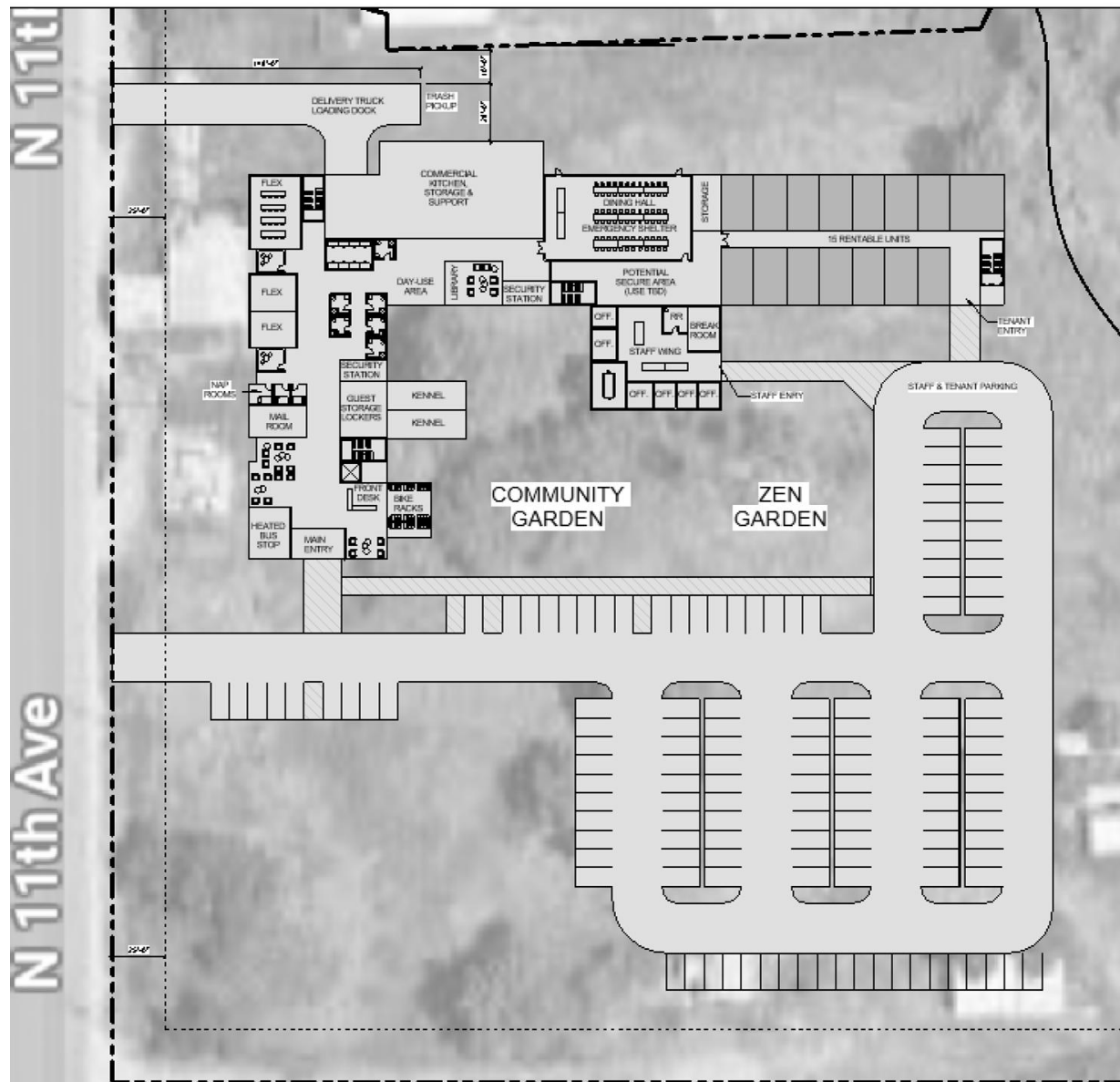


Figure 6 - Site B Test Fit

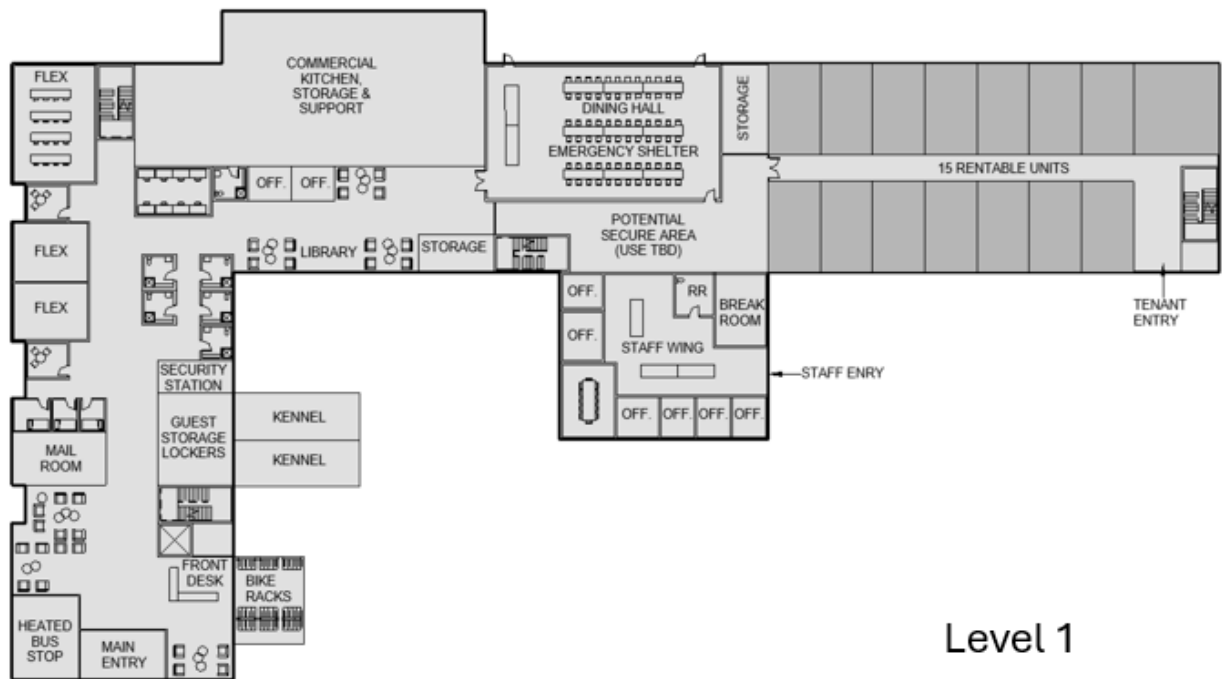
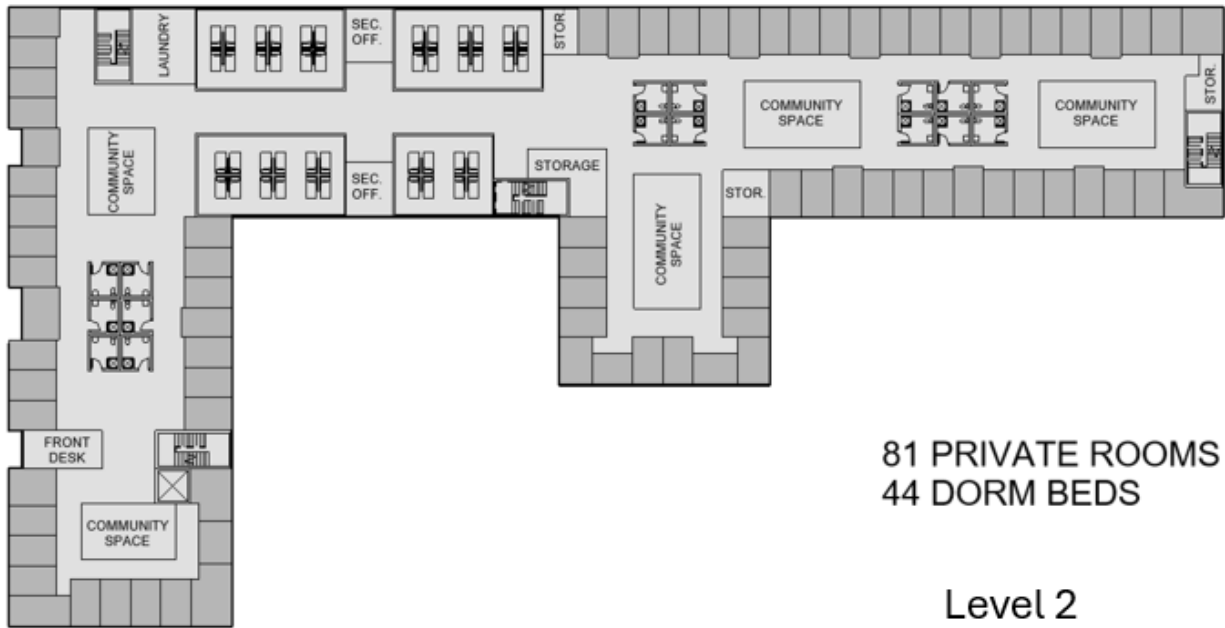


Figure 7 - Site B Test Fit Floor Plans

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Site C – Star Rise Site



Source: Google Maps

Site Description

Site C (Site 6 on the initial site assessment list) is a site located on 1st Street just north of the Great Western railroad tracks. It was originally purchased by the Greeley Urban Renewal Authority and consists of approximately 55,000 square feet without assembling any of the other adjacent properties.

If developed along with the properties to the north, the amount of developable area increases to approximately 91,000 square feet.

This site is surrounded by a commercial tortilleria to the west, a new affordable housing development currently under construction (Star Rise) to the east, and the Rodarte Center to the north.

Complimentary Features

Transit Access: The subject site is very close to the Greeley-Evans Transit Center and connected with pedestrian infrastructure.

Available Resources: The site is proximate to four of the identified resource sites.

Entitlement: The entirety of the City owned site is zoned Commercial High Intensity (C-H) which would allow for the shelter as a use by right. If additional properties are purchased to the north (currently zoned Residential High Density (R-H) the use of those properties will require either a rezoning or a use by special review.

Potential Cautions

Available Area: The site includes 55,000 square feet making it only capable of containing the initial program if it is a three-story building. If developed along with the adjacent properties to the north this limitation would be reduced.

Expansion Ability: The facility would require the development of the entire site which would not allow for future expansion unless the properties to the north were purchased.

School Proximity: The site is within 1/4 mile to a school site.

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Stormwater:	The site is located on the periphery of the Cache la Poudre 100 year floodplain. Any development of the site will require the elevation of the facility by two feet above base flood elevation. In addition to this condition, the site is located on the north side of the Greeley urban core which was developed before stormwater management practices were widely employed. The City has been working to mitigate the hazard presented by this urban stormwater challenge but the potential remains present on the site.
Ownership:	The primary area of the site is currently owned by the City of Greeley. If additional area is desired it will require the purchase of multiple parcels under separate ownership. Assembling this site would require individual negotiations with multiple property owners.

Potential Conflicts:

Street Frontage:	The site has no formal frontage on 1 st Street and requires the use of an extension of 10 th Avenue for site access. This access point and general configuration make providing parking for the site difficult.
Mixed Use:	The location off of any arterial or collector roads diminishes this sites viability for mixed use. The sites location and limited size make this site more challenging to integrate any mixed use components.

Environmental Records Assessment

A specific report for this site is included within this report's appendix. A summary of the conclusion and recommendations included within that report are as follows:

No databases were identified in association with the Subject Property. An open spill case was identified in association with Weld County Repair Garage located at 1399 N. 17th Ave. Additionally, several businesses around the Subject Property handle hazardous waste and are identified with operations commonly associated with the use of PFAS; however, no open violations or reported releases were associated with these facilities. PFAS are a family of chemicals from toxic firefighting foam and many other products, such

as water and stain-resistant carpet and clothing. These chemicals exist throughout our environment and are associated with certain health impacts. More information on PFAS can be found at the Colorado Department of Public Health and Environments (CDPHE) website.

Based on Landmark's review of the EDR Radius Report, no contaminant sources were reported at the Subject Property. Operations near the Subject Property include handling hazardous waste and operations commonly associated with using PFAS; however, no reported releases or open violations were associated with these facilities, and Landmark does not consider these facilities to be a concern. An open spill case associated with an upgradient property, Weld County Repair Garage, was identified. Landmark considers the open spill case a potential environmental concern for the Subject Property. Landmark recommends further research be conducted for this property to ascertain whether the open spill release has the potential to impact the Subject Property

It is recommended that a more thorough due diligence environmental assessment of the Subject Property be performed, including an assessment in accordance with ASTM E527-21 Standard Practice for Environmental Site Assessments. Additional environmental risks may be discovered that were not identified by this precursory assessment, including issues outside the scope of ASTM E1527-21.

Civil Assessment

General

- The existing site consists of vacant land and abandoned buildings.
- The site is bound by commercial properties to the north and south, 8th Avenue to the east, and 11th Avenue to the west.
- There are five existing curb cuts for access to the site along 11th Avenue.
- There is an existing sidewalk along 11th Avenue.

Grading and Drainage

- The site varies in elevation, but generally slopes to the south.
- From the FEMA FIRM Number 08123C1529F, the site is located within two Zones:
 - Zone X - 0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile.
 - Zone AE – Special Flood Hazard Area with Base Flood Elevation (BFE) or Depth.
 - See the FIRM included as an attachment.
- Existing storm inlets were observed within 11th Avenue and in H Street, south of the site.
- Several channels and culverts were observed within the middle of the site. It appeared that the channels and culverts were directly flows south, through the site to the south, to the storm infrastructure within H Street.
- There were no signs of existing storm water quality or detention facilities on the site.
- The following information was obtained from the City of Greeley online mapping:

- There is an existing 24-inch and 30-inch storm main of unknown material in 11th Avenue that appears to drain south to H Street and then east based on an increase in pipe size in that direction.
- From H Street the storm main routes south through the property south of H Street via a 42-inch storm main of unknown material to an existing pond just north of Cache La Poudre River.
- See City of Greeley Utility Mapping included as an attachment.

Sanitary Utilities

- The following information was obtained from the City of Greeley online mapping:
 - There is an existing 15-inch PVC sanitary main within 11th Avenue that appears to route south based on an increase in pipe size in that direction.
 - The mapping does not show existing sanitary service laterals to the site.

Water Utilities

- The following information was obtained from the City of Greeley online mapping:
 - There is an existing 16-inch DIP water main in 11th Avenue.
 - The closest existing fire hydrants to the site are along the west side of 11th Avenue to the northwest and southwest of the site, along the south side of H Street to the south of the site, and along the east side of 8th Avenue to the east of the site.
 - The mapping does not show existing water service lines to the site.
- A sign saying "Well Water" was observed at one of the entrances to the site along H Street.

Site Opportunities

- Largest site.
- Offers most flexibility for storm water quality and detention options.

Site Constraints

- Within Floodplain.
- Only have utilities west of site, fewer opportunities for connections.
- Depending on building size and placement on the site, may need to provide a water main extension/loop for fire hydrant coverage.
- Depending on building size and placement on the site, may need to provide fire access and turnaround within the site limits.

Service Options

- Drainage: There is existing storm infrastructure to the west and south for site storm to connect to. Capacity and inverts of the existing off-site storm systems are unknown and would need to be verified to understand if a positive gravity outfall from the site is possible.
- Sanitary: There is existing sanitary infrastructure to the west for site service lines to connect to. Capacity and inverts of the existing off-site sanitary system is unknown and would need to be verified to understand if a positive gravity connection from the site is possible.

- Water: There is existing water infrastructure to the west for site service lines to connect to. The available flow and pressure of the water system is unknown and would need to be verified to understand if a connection from the site is possible.

Electrical Assessment

Existing Conditions – Site Opportunities/Site Constraints

The site located off 1st St, behind the residential properties, presents various electrical opportunities. A power line delivering 240V, 3-phase service runs down to a meter location, which is presumed to supply power for street lighting on 1st St. The residential properties are all connected to this 240V, 3-phase power pole, each featuring telecommunications cabinets adjacent to their premises. Additionally, a large overhead power line with 3-phase conductors runs along the southern side of the property near the railroad.

Service Options

The availability of 3-phase power on the overhead poles suggests a strong potential for sufficient electrical supply to the site. However, the exact voltage levels were not clearly determined during the assessment. It is presumed that either 208V, 3-phase or 480V, 3-phase service is accessible, which would enable effective power delivery. A new transformer will be necessary, and it is recommended to go with a 480V, 3-phase service. Overall, the site is well-equipped to meet its electrical demands.

Development Options

With the size of the building program, and a tightly constrained site, any development at this site will need to be a multiple story building and will have limited parking unless a parking structure is desired.

Regardless of if a single or two-story building, any layout on the subject site should evaluate potential expansion if additional properties are acquired to the north and consider what infrastructure could be shared with the adjacent Starrise development to the east.

A test fit layout for this site is included on the following page which demonstrates what the first-floor layout of the building could be, with the dormitories and non-congregate living areas being provided on the second floor.

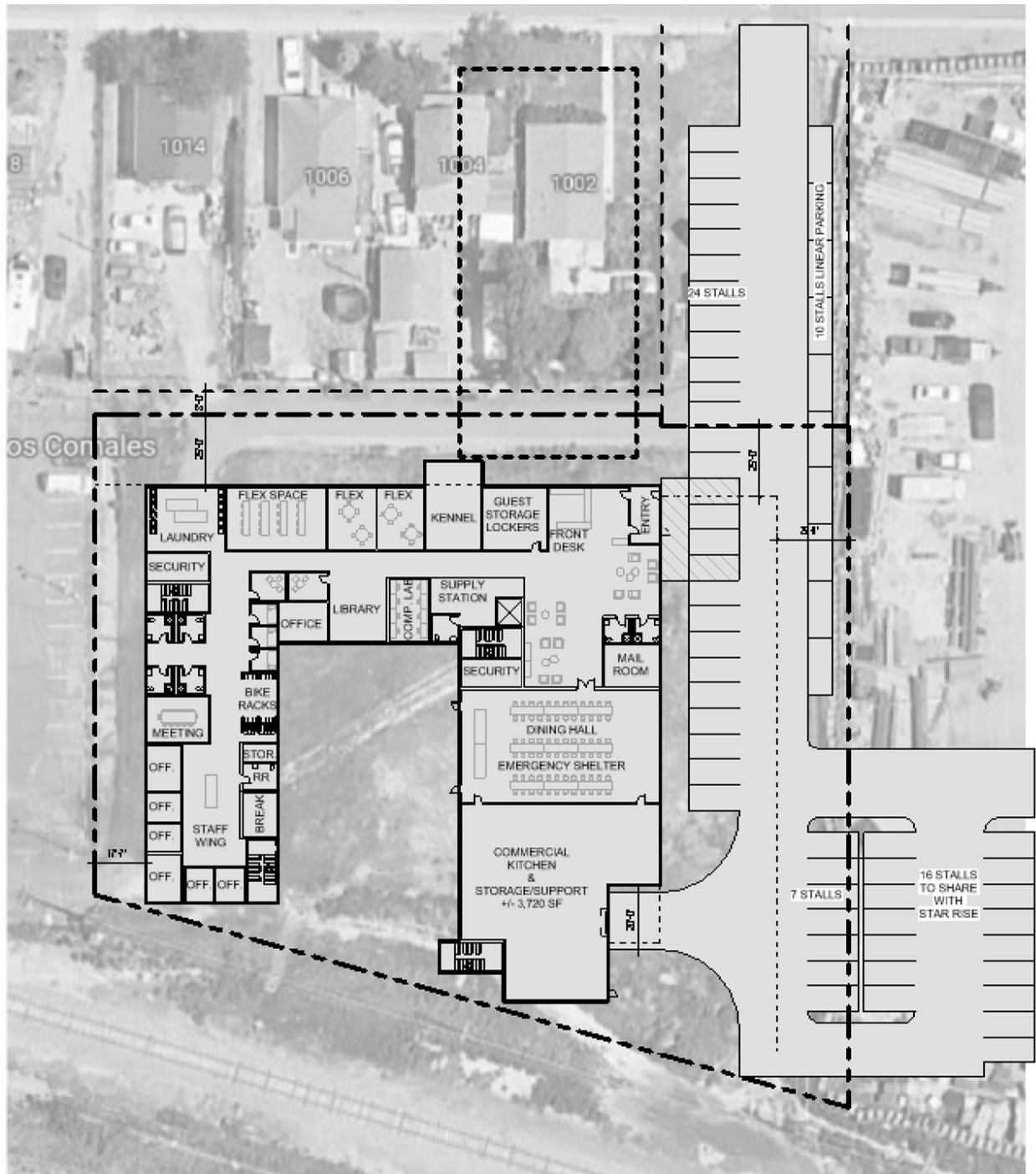
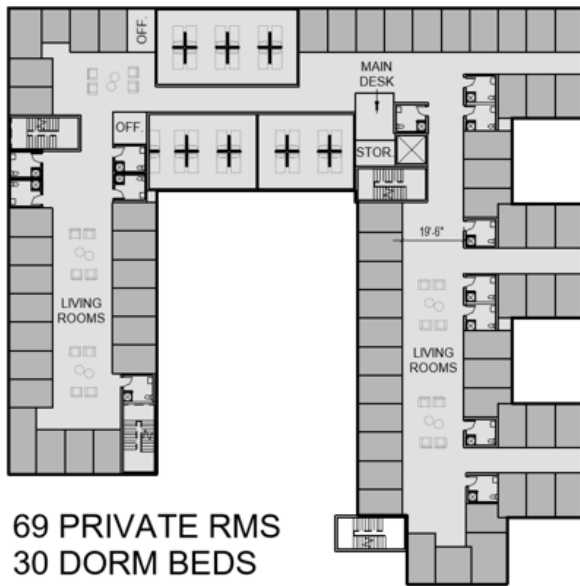


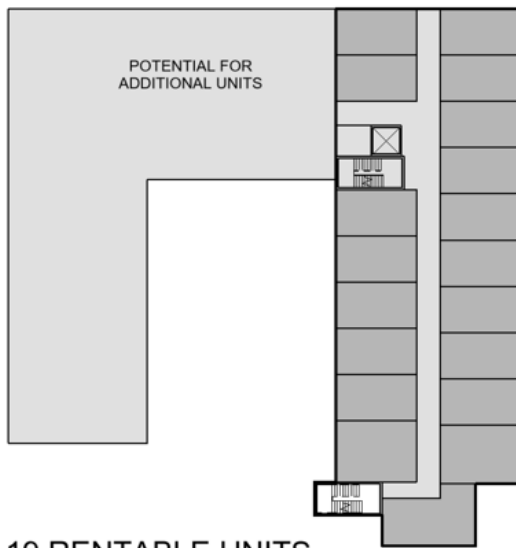
Figure 8 - Site C Test Fit



Level 2



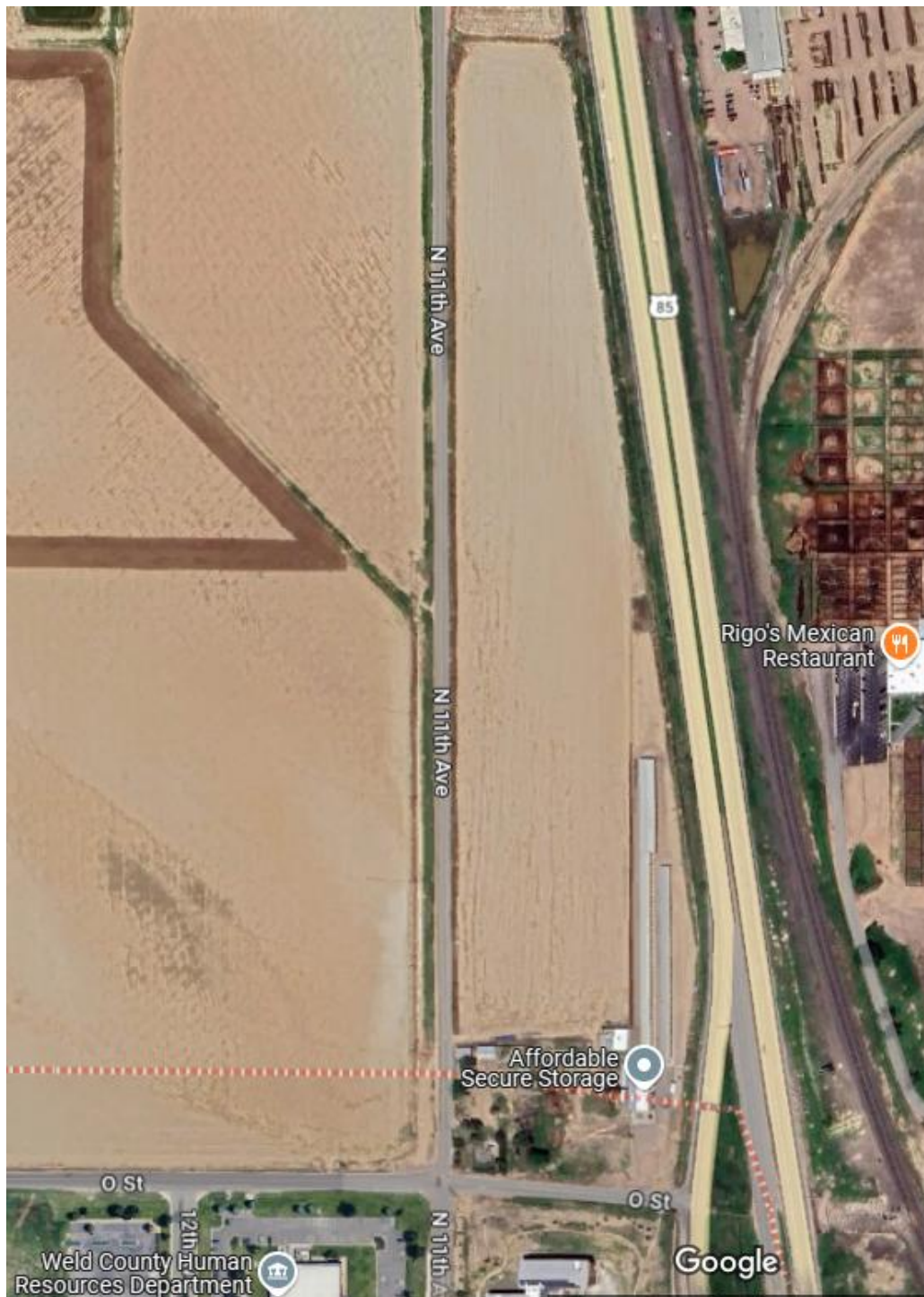
Level 1



Level 3

Figure 9 - Site C Test Fit Floor Plans

Site D – Diamondlil Site



Source: Google Maps

Site Description

Site D (Site 16 on the initial site assessment list) is a site located on 11th Avenue where North 11th Ave diverges from US Highway 85.

The site was recently annexed into the City of Greeley and has historically been used predominately for farming however the south side appears to have been used as a small scale junkyard.

Complimentary Features

Available Area:	The site includes 15.4 usable acres which well exceeds the space required for the facility. Only a portion of this property would need to be purchased.
Expansion Ability:	Any land purchase could be inclusive of additional area for future expansion.
Available Resources:	The site is proximate to three of the identified resource sites.
Entitlement:	The entirety of the City owned site is zoned Commercial High Intensity (C-H) which would allow for the shelter as a use by right.
Street Frontage:	The site has two street frontages, on North 11 th Ave and on O Street.
School Proximity:	The site is further than 1/4 mile to a school site.
Ownership:	The site has a single owner who may be interested in the sale of a development site for the proposed facility and potentially developing complimentary supporting uses around it.
Stormwater:	The site is not located in any FEMA flood areas and is surrounded by undeveloped properties.

Potential Cautions

Mixed Use:	The site is currently on the edge of the developed area surrounding Greeley. Currently there is likely not a critical mass of development necessary to support a mixed-use element. As the area continues to develop mixed-use will likely become more viable.
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Potential Conflicts:

Transit Access: The subject site is further than ¼ to existing transit facilities and the area lacks adequate pedestrian facilities. Any development of this site should include accommodation for either a dedicated transit stop or additional pedestrian infrastructure.

Environmental Records Assessment

The south side of the site has historically been used as a junk yard which would make the site eligible for supportive funding for a Phase 1 Environmental Assessment. This Phase 1 Environmental Assessment will include information and assessments beyond those anticipated with an Environmental Records Assessment and as such that scope was removed from this report.

Civil Assessment

General

- The existing site consists of vacant land and abandoned buildings.
- The site is bound by agricultural properties to the north and west, US 85 Avenue to the east, and O St to the south.
- There is no existing pedestrian infrastructure present on the site.

Grading and Drainage

- The site varies in elevation, but generally slopes to the south.
- There were no signs of existing storm water quality or detention facilities on the site.
- Preliminary design plans provided for review by the current property owner anticipate a detention pond being construct towards the south side of the property with a single development site being created at the intersection of 11th Avenue and O Street, directed north to the same stormwater facility.

Sanitary Utilities

- Sanitary sewer service utilities are located at the southwest corner of the subject site.
- Development of the property will require the extension of utilities to the northwest corner of the property. These utilities include both water and sewer.

Water Utilities

- Water service utilities are located at the southwest corner of the subject site.
- Development of the property will require the extension of utilities to the northwest corner of the property. These utilities include both water and sewer.

Site Opportunities

- Largest site.

- Offers most flexibility for storm water quality and detention options.

Site Constraints

- Utilities are not present on the current site and will need to be provided with any development.
- Development will likely trigger expansion of 11th Avenue to an intermediate cross section.
- Depending on building size and placement on the site, may need to provide a water main extension/loop for fire hydrant coverage.
- Depending on building size and placement on the site, may need to provide fire access and turnaround within the site limits.

Service Options

- Drainage: There is no stormwater service infrastructure existent on the subject site. Any development of the site will require stormwater infrastructure such as curb and gutters be provided to the northernmost corner of the site if developed.
- Sanitary: There is no sanitary sewer service to the subject site. The current sanitary line south of the site would be required to be extended to the northernmost corner of the site if developed.
- Water: There is no domestic water service to the subject site. The current sanitary line south of the site would be required to be extended to the northernmost corner of the site if developed.

Electrical Assessment

Existing Conditions – Site Opportunities/Site Constraints

Three phase power runs along the south side of the property parallel to O St and runs north and south along 11th avenue.

Telecommunications cabinets were observed on the south side of O Street.

Service Options

Any development of this site would require the provision of services along the full length of the property and would include electrical and telecom utilities. There is fairly extensive suburban scale development along the south side of O Street so it is more likely there is adequate capacity to serve any development of the subject site.

Development Options

Since this site is one of the larger sites under consideration, a single or two-story building can be considered, and ample parking can be provided. Any of the test fits shown, along with the preferred alternative included later in this report can be accommodated on this site.

Site Summary

Since each site has a varying amount land area the amount of building area, parking, and site amenities vary between each site. A brief summary of the four sites are included below:

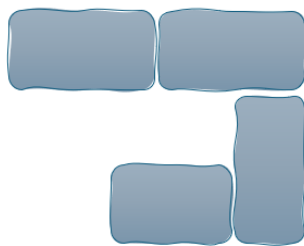
Site	Gross Floor Area	# Private Rooms	# Dormitory Beds	Total beds	Rentable Units	Advantages	Disadvantages
Site A	LEVEL 2 : 29,300 SF	73	40	113	6	Close to transit	Limited Parking
	LEVEL 1 : 28,950 SF				7	Close to resources	Narrow footprint & limited options for adapting use
	TOTAL : 58,250 SF				13		No space for expansion
							Below grade stormwater detention needed
Site B	LEVEL 3 : 11,000 SF	69	30	99	19	Close to transit	Limited Parking
	LEVEL 2 : 21,500 SF					Close to resources	Awkward geometry of site
	LEVEL 1 : 22,800 SF					Property owned by City	Proximity to railroad
	TOTAL : 55,300 SF						Lack of street frontage
Site C	LEVEL 2 : 33,800 SF	81	44	125			Below grade stormwater detention needed
	LEVEL 1 : 35,060 SF				15	Space for "Safe Parking"	Far from transit
	TOTAL : 68,860					Surface level stormwater	Far from some resources
						Space for future expansion or phasing	
Site D							
						Largest site	Utilities are not present
						Offers most flexibility for storm water quality and detention options	Development will likely trigger expansion of 11th Avenue
							May need to provide a water main extension/loop for fire hydrant coverage
							May need to provide fire access and turnaround

Figure 10 - Site Summary

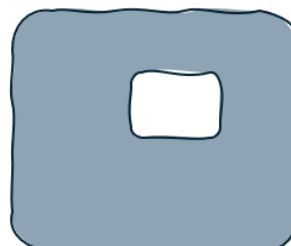
Preferred Alternative

These sites, along with the initial list were discussed by the stakeholder team and the executive committee. Several elements of the building form were discussed by the team and are summarized below.

The team determined that constructing a facility that could be phased and adapted overtime would take priority over trying to lay out a large, single-phased project.



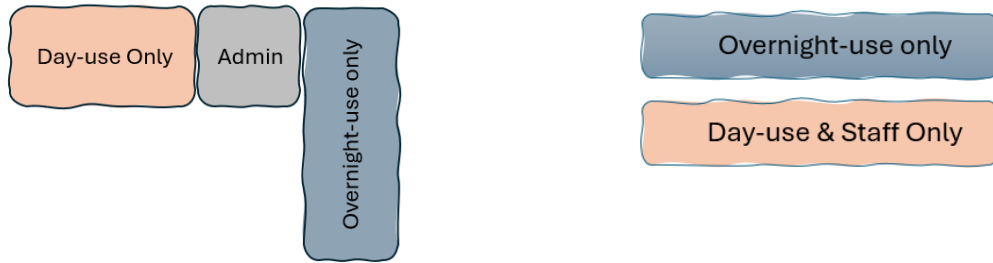
Form arranged to create "wings" to allow future phasing



Compact form to allow for efficient single-phase construction.

The executive committee discussed how the building could be separated, vertically or horizontally and determined that if-possible, a single story facility made the building safer by

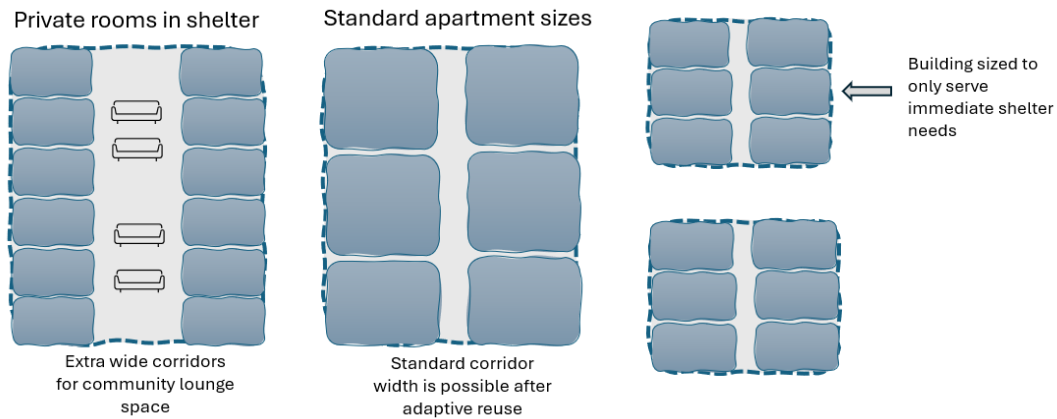
removing the hazard of stairs while also removing the associated initial and ongoing cost to provide elevators.



Horizontal separation allowing for wings to be closed to allow for cleaning.

Vertical separation allowing for levels to be closed to allow for cleaning.

When constructing these wings, care should be taken to evaluate the first cost of the structure and potential adaptation for future uses. A notable example being if non-congregate sleeping areas are desired, the size and proportion of those units may make future adaptive reuse of the building more difficult.



A larger volume may allow for future adaptation to a more typical residential unit layout and provide gathering areas along the center of the building.

A smaller volume may allow for more efficient construction due to the lower floor area, however would be more difficult to adaptively reuse.

Site Development Report

The sites listed in the section ahead of this were considered for further investigation through the creation of a preliminary development plan which would then be evaluated with an opinion of probable cost.

When reviewed by the executive committee, there was a desire for this further assessment to be as flexible as possible, and potentially be useful for any site, not just the sites under consideration. This included features such as selective phasing of the project to allow for the incremental consideration of different site uses, the use of a single story model to remove the need for the high initial and ongoing cost of elevators, and a larger site that could serve to provide future flexibility for additional needs.

The site under consideration that provided the best opportunity to meet all three of these stated criteria was Site C, the Greeley Holdings Site. The following section of this report outlines the potential for development of that site. The intent has been to break down the components of the development in a manner that it could apply to other developments.

Code Context

Building Agency Having Jurisdiction: City of Greeley

Applicable Codes: 2021 I-Codes

Climate Zone: 5B

Organization of Alternatives

The intent of this feasibility report is to provide a toolbox of building program and site information and associated opinions of probable cost to assist the City of Greeley in evaluating the scope, scale, and phasing of a future Homeless and Housing Service Center. As such the site development report considers the development of five key components:

- Base Bid: Main Building with congregate living facilities
- Add Alt 1: Non-congregate addition to main building
- Add Alt 2: Rentable Unit Building (and associated site improvements)
- Add Alt 3: Mixed Use Retail Spaces (and associated site improvements)
- Add Alt 4: Kennel

Architectural Assessment

Materials and Construction Type

The following elements were included in the assumptions for development of the site. A type IIB¹ Non-combustible building was assumed since the cumulative size of the facility may exceed the total area allowed under code if built as a type VB structure.

The exterior materials have been based on an evaluation of the surrounding area which includes a mixture of masonry, stucco, and cementitious board siding. The proportions of these materials have been set to provide a dignified public face of the structure along with providing for long term durability. It was assumed that the majority of the structures would maintain a similar visual pallet to function as a campus.

A key consideration as this project continues to develop is the specific total number of beds, and how those beds will be included (i.e. congregate, vs non-congregate) as that decision will have a significant impact on total project cost and the layout of the building and site.

The layout used for the creation of this document, and the associate opinion of probable cost can be found in Appendix D: Preferred Alternate Supplement

	Base: Main Building	Alt 1 Congregate Addition	Alt 2 Rental Units (Separate)	Alt 3 Mixed Use (Separate)	Alt 4 Kennel (Separate)
Building Type	IIB ¹	IIB ¹	IIB ¹	IIB ¹	VB
Size	~31,000 SF	~15,500 SF	~12,500 SF	~5,640 SF	~1,000 SF

¹ Type IIB construction is non-combustible and has a larger maximum size allowance under the building code. The initial phase of this project does not need to be constructed as a type IIB building which tends to be more expensive than a type VB structure which is constructed out of combustible materials. The delta between the two construction types can be as much as 10-15% increase for non-combustible construction.



Figure 11 - Preferred Alternative Parcel

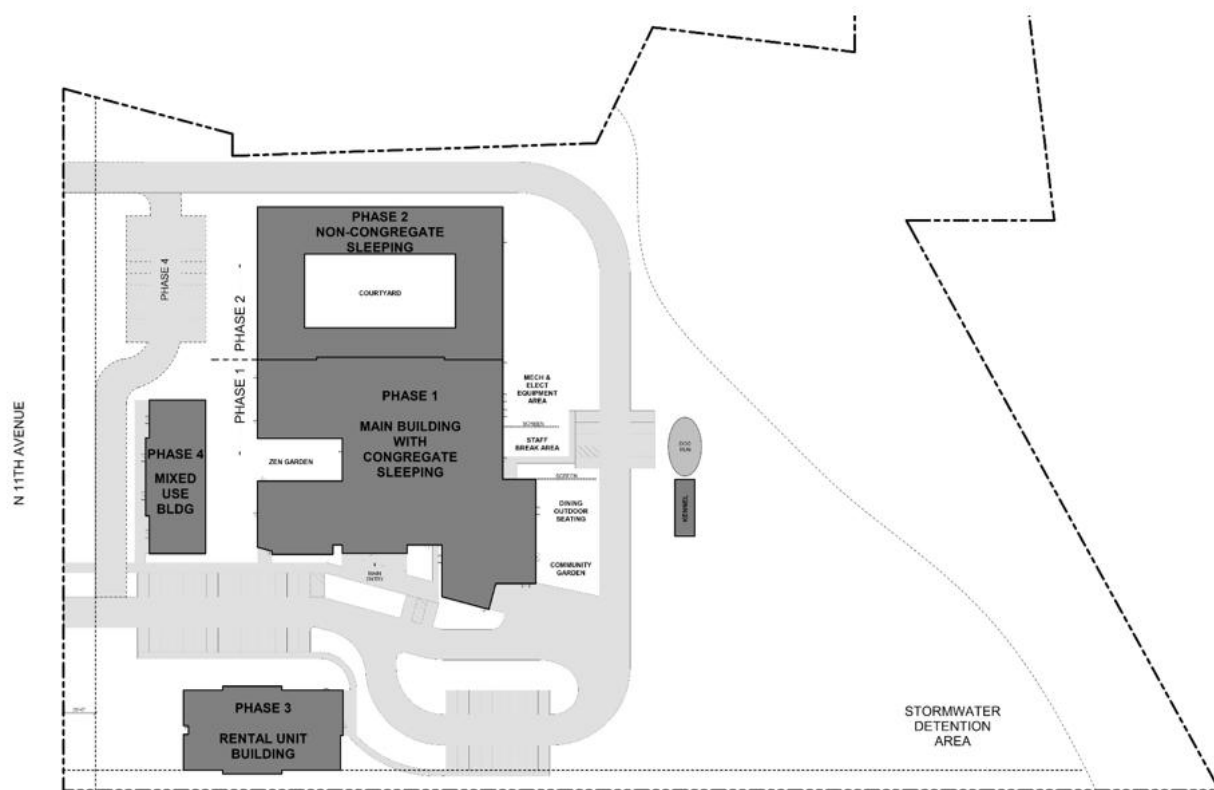


Figure 12 - Preferred Alternative Layout

Base Bid – Main Building

The main building is planned to provide all of the service functions for the shelter. It includes a set of congregate dormitories, associated restroom facilities, laundry, flexible partner-use spaces, multi-purpose rooms, cafeteria, kitchen, loading dock, reception, and staff office uses.



Figure 13 - Base Bid Layout

- **Concrete**
 - Refer to structural narrative for assumptions on concrete foundation.
- **Masonry**
 - Provide clay brick cavity wall for 30% of exterior walls
- **Metals**
 - Refer to structural narrative for assumptions on load bearing framing.
 - Interior metal stud wall construction, refer to assemblies sheet for rating and acoustic insulation requirements.
 - Provide metal gutters at all eaves
- **Wood, Plastics, Composites**
 - Sheathing
 - Gypsum Sheathing
 - All wood to be fire resistance treated
 - Provide FRT wood backing at telecom rooms
- **Thermal & Moisture**
 - Roof
 - Above Deck Polyiso Insulation – R-30ci

- Standing Seam Metal Roof at sloped roofs
 - White TPO at flat roofs
- Wall
 - Fluid applied WRB
 - R-13 fiberglass batt insulation
 - R14ci rigid mineral wool board
 - Masonry Cavity wall for 30% of wall
 - Cementitious board and batten siding for 30% of wall
 - Three-part stucco for 40% of wall.
- Foundation
 - Provide continuous vapor retarder at underside of floor slab
 - Provide bituminous damp-proofing
 - R15ci XPS rigid insulation for 24" below
- **Openings**
 - Doors
 - Interior Doors: 3'-0" x 7'-0" hollow metal frame doors with veneer clear cherry solid wood doors.
 - Exterior doors 3'-0" x 7'-0" storefront doors, fully glazed
 - All entrance doors to have a maximum U-factor of 0.63
 - Provide automatic door openers at main entry
 - Windows
 - Storefront window at entry areas and larger gathering spaces
 - All glazing to have maximum U-factor of 0.36 for fixed fenestration, 0.45 for operable fenestration
- **Finishes**

	Public Areas	Dormitories	Restrooms/Utility
Walls	Gypsum board walls typical throughout. Anticipate latex paint for all GWB walls Rubber base at all walls		Restrooms: full height porcelain wall tile Coved epoxy base at restrooms
Floors	Polished Concrete at all circulation spaces Provide carpet at Partner Spaces, staff area and offices.	Polished concrete	Epoxy
Ceilings	Exposed structure Provide tectum at vaulted areas. ACT – Cirrus Second Look at other gathering/community spaces. Manufactured wood slat ceiling at main entry.	ACT – Cirrus Second Look at all dormitories	Moisture Resistant GWB

- Specialties
 - Signage
 - Provide flat panel identification signage for every room
 - Provide code required signage (i.e. ADA signage, etc.)
 - Toilet Accessories
 - Assume stainless steel
 - Fire Extinguishers
- Furnishings
 - Roller Shades
 - Provide window coverings at windows for dining room, partner spaces, flex room, main entry, dormitories and living rooms.
 - Casework
 - Plastic-laminate casework with plastic laminate counters at all locations except front counter.
 - Plastic-laminate casework with solid surface counter at front counter.
- Other Structures
 - Trash Enclosure
 - A 24' wide and 10' deep trash enclosure with 6' brick faced CMU walls will be provided for the site within the base bid. This will be adequate for

Alt 1 – Non-Congregate Addition

The non-congregate addition anticipates a wing of single and double occupant non-congregate rooms to supplement to dormitory-style rooms included in the base bid. This addition anticipates supplementing the number of restroom fixtures provided in the base bid along with creating a series of small community gathering spaces and a central courtyard amenity for the facility.

All elements of Alternative 1 are anticipated to be the same as the base bid with the addition of elements as outlined below. It anticipates a similar type of construction to benefit from inclusion of similar trades and the primary building.



Figure 14 – Alternative 2 - Non-Congregate Addition

- **Openings**
 - Windows
 - Fixed windows at non-congregate sleeping units
- **Finishes**
 - Non-congregate Units
 - Walls
 - Gypsum board walls typical
 - Latex paint
 - Rubber base at walls
 - Floors
 - Polished Concrete
 - Ceilings
 - Gypsum ceilings

Alt 2 Rentable Units

The rentable unit component of this project anticipates a single-story apartment-style set of units that would supplement the non-congregate, and congregate facilities provided by the primary shelter. It is anticipated that this would be a separate building to serve as a first-tier "step-up" housing from the shelter.

The absolute number and size of this facility would be determined by a needs assessment.

All elements of Alternative 2 are anticipated to be the same as the base bid with the addition of elements as outlined below. It anticipates a similar type of construction to benefit from inclusion of similar trades and the primary building. If constructed in a separate phase it is likely that this building could proceed with a less expensive type VB (wood framed, unprotected structure) construction type.



Figure 15 - Alternative 2 - Rentable Units

- **Openings**
 - Doors
 - Interior Doors: 3'-0" x 7'-0" hollow metal frame doors with veneer clear cherry solid wood doors at all units.
 - Exterior doors 3'-0" x 7'-0" storefront doors, fully glazed
 - All entrance doors to have a maximum U-factor of 0.63
 - Provide automatic door openers at main entry
 - Windows
 - Storefront window at entry areas and larger gathering spaces
 - All glazing to have maximum U-factor of 0.36 for fixed fenestration, 0.45 for operable fenestration
- **Finishes**
 - Floors
 - Provide carpet at all rentable units and entry corridor.
 - Ceilings
 - Provide GWB ceilings at all rentable units.
 - Provide GWB ceilings at entry corridor.
- **Specialties**
 - Signage
 - Provide flat panel identification signage for every unit.
 - Provide code required signage (i.e. ADA signage, etc.)
 - Toilet Accessories
 - Assume prefinished metal.
- **Equipment**
 - Residential appliances at each unit including refrigerator, dishwasher, oven/range combo, and stacked washer/dryer unit.
- **Furnishings**
 - Window Coverings
 - Provide window coverings at each window within the unit.
 - Casework
 - Plastic-laminate casework with plastic laminate counters at all units.

Alt 3 Mixed Use

Alternate 3 imagines a mixed use core and shell building that could be utilized by future partner agencies or commercial enterprises that would complete tenant improvements. It anticipates a similar type of construction to benefit from inclusion of similar trades and the primary building.

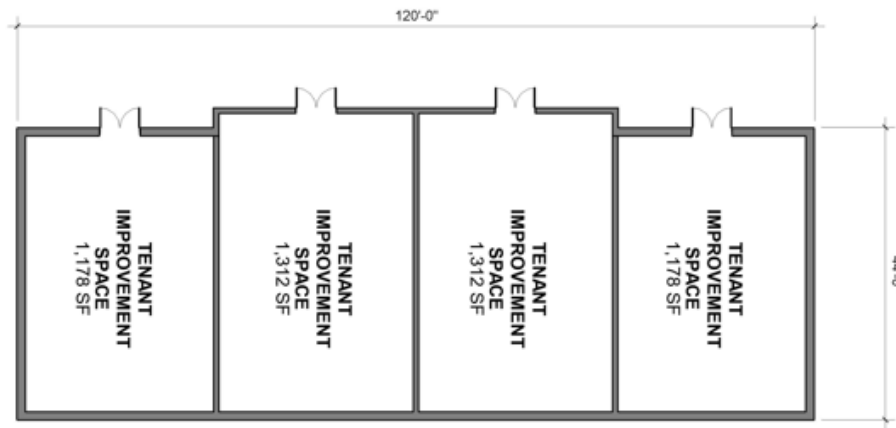


Figure 16 - Alternative 3 - Mixed Use Spaces

- **Masonry**
 - Refer to structural narrative for assumptions on load bearing concrete masonry units.
- **Finishes**
 - Walls
 - Unpainted and un-mudded GWB at exterior walls
 - Floors
 - Concrete, floor improvements by tenants
 - Ceiling
 - Exposed to structure, ceiling improvements by tenants

Alt 4 Kennel

Alternate 4 imagines a kennel for use by the tenants of the building. It anticipates a similar type of construction to benefit from inclusion of similar trades and the primary building. If constructed in a separate phase it is likely that this building could proceed with a less expensive type VB (wood framed, unprotected structure) construction type.

- **Finishes**
 - Walls
 - GWB with PVC wall panels up to 6' from finished floor.
 - Floors
 - Sealed concrete floor
 - Ceiling
 - Exposed to structure
- **Furnishings**
 - Ten Inside-outside kennel stalls
 - Provide 4' x 4' inside stall with access door
 - Provide 4' x 8' outside stall with access door and dog door communicating with interior stall.

Specialty Discipline Assessments

The following section includes specialty assessments from Civil, Landscape, Structural, Mechanical, Plumbing, Electrical, and Kitchen disciplines.

These narratives were intended to provide a set of assumptions for the generation of an opinion of general cost which in turn could be critically evaluated as the needs of the building continue to evolve. Some of the features and elements included in the following sections may not ultimately be necessary or desired.

- Site Assessments
 - Civil Assessment
 - Landscape Assessment
- Building Assessments
 - Structural Assessment
 - Kitchen Assessment
 - Mechanical/Plumbing/Fire Suppression Assessment
 - Electrical/Fire Alarm Assessment

Civil Assessment

General

- Our understanding of the existing utilities and topography is based on downloaded USGS contours for the project area and City of Greeley's online GIS utility mapping.
- Per the conceptual site plan, the anticipated limits of disturbance for the project site is approximately 7 acres.
- It is unknown if there are any existing easements on site.
- From the FEMA FIRM Number 08123C1529F, the site is located within two Floodplain Zones:
 - Zone X - 0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile.
 - Zone AE - Special Flood Hazard Area with Base Flood Elevation (BFE) or Depth.
- The project will require a Floodplain Development Permit from the City of Greeley.

Drainage/Storm

Stormwater Management

- Erosion control Best Management Practices (BMPs) will be in place for the entire construction duration of the project.
- A Stormwater Management Plan (SWMP) will be prepared. This report indicates the sediment & erosion control measures that, at a minimum, will be followed during construction. Potential erosion and sediment control measures to be used on-site might include:
 - Sandbag Barriers
 - Gravel Bag Berms
 - Sediment control logs
 - Silt Fence
 - Dewatering
 - Temporary Concrete Washout Area
 - Temporary Diversion Methods
 - Designated Material Storage Area
- Inspect, clean and repair BMPs upon arrival at site, weekly and after significant precipitation events.
- Update and revise BMPs as needed to address site conditions.
- Provide revegetation with seed and mulch or seeded erosion control blankets for final stabilization. Refer to the landscape narrative for additional information.

Drainage

- Drainage on the project site generally flows from northwest to southeast.
- Existing drainage patterns are anticipated to be maintained and a water quality and detention pond is proposed in the southeast corner of the site.
- For on-site underground storm piping, assuming the following for pricing:
 - Five Type C storm inlets
 - Nine 4-foot diameter precast storm manhole
 - 650 LF 18-inch RCP storm lines
 - 950 LF 24-inch RCP storm lines
 - 250 LF 36-inch RCP storm lines
 - An allowance for 200 LF 6-inch PVC for roof drains

- An at-grade water quality and detention pond is proposed for the site. Elements include:
 - Approximate pond volume of 60,000 cubic-feet
 - One concrete pond forebay
 - One 150-foot long, 2-foot wide concrete trickle channel
 - One pond outlet structure with micropool, orifice plate, and trash rack
 - One 18-inch RCP outlet pipe with flared end section and riprap
 - Provide allowance for 30-LF of concrete cut off wall and for riprap at pond emergency spillway overflow
- The existing site is relatively flat with a composite slope of approximately 0.5% on the diagonal from the northwest corner to the southeast corner. A gravity storm outfall from the site may not be feasible, especially if building roof drainage is routed via underground roof drains. For concept pricing, assume the following elements will be needed:
 - One stormwater lift station consisting of:
 - One 8-foot diameter manhole, 10-feet deep. Manhole to be floodproofed and include an anchoring system to offset buoyancy forces.
 - Two submersible pumps for redundancy rated for up to 4,500 gpm flow and 10-feet of head.
 - Float controls within lift station
 - Control panel for alarms/SCADA

Grading/Earthwork

- A Geotechnical Report has not yet been prepared for this site. Include the following assumptions for concept pricing:
 - Remove all topsoil and organic materials prior to placing foundations, slab on grade, pavements, and fill materials.
 - Under building foundations and slabs, provide an allowance for overexcavation and replacing with imported structural fill.
 - Under exterior pavements, assume 12-inches of scarification, moisture conditioning, and recompacting for subgrade preparation.
- Preliminary building Finish Floor Elevations (FFE) have been assumed based on the City's criteria for buildings to be 1-foot higher than the Base Flood Elevation when within a floodplain, and based on being a minimum of 1-foot higher than the existing elevation in 11th Avenue.
 - The highest Base Flood Elevation within the project site is 4,651.20.
 - The existing elevation in 11th Avenue adjacent to the site is approximately 4,653.00.
 - The proposed building FFEs were assumed to be 1-foot higher than the adjacent elevation in 11th Avenue, for FFEs of 4,654.00.
- Due to the site being within the floodplain, the earthwork cut and fill for the site will need to be balanced to demonstrate a "No Rise" condition. If the cut/fill are not able to be balanced, a Conditional Letter of Map Revision/Letter of Map Revision (CLOMR/LOMR) may be needed with approval from FEMA.
- The conceptual FFE was used to estimate anticipated earthwork quantities based on an average end area method using USGS LiDAR contours as the basis of design for existing ground elevations.
 - Estimated Fill = 31,700 CY
 - For Concept Pricing, price two options:

- That soils on-site are suitable for reuse and this fill is able to be cut from somewhere else within the site and not imported from offsite. Re-use of in-situ soil materials on the site will need to be confirmed by a Geotechnical Engineer.
- That soils on-site are not suitable for reuse and will need to be imported from offsite. Still need to account for the same amount of cut on-site for balancing in floodplain, but the cut soil will need to be exported and disposed offsite.
- For both pricing options, assume 20% of the estimated Fill will need to be select structural fill imported for use beneath proposed buildings/foundations.
- Earthwork quantities are raw numbers and are not adjusted to account for shrink, swell, or compaction, overexcavation, foundation footings, pavement thicknesses, or utility structure spoils.

Water

- There is an existing 16-inch DIP water main in 11th Avenue to the west.
- The available water pressure is unknown, but is assumed to be adequate based on the recent construction of the water lines surrounding the site.
- Assume approximately 1,400-LF of 8-inch PVC pipe for a water main loop to provide fire hydrant coverage around the buildings. Assume 5-feet bury depth to top of pipe.
- Assume approximately 200-LF of 2-inch copper pipe (size to be confirmed by plumbing) for domestic water service line with underground/outdoor 2-inch meter and meter manhole. Assume 5-feet bury depth to top of pipe.
- Assume approximately 200-LF of 6-inch DIP (size to be confirmed by fire protection) for the fire service line. Assume 5-feet bury depth to top of pipe.
- Assume one new fire hydrant laterals will need to be added off the existing 16-inch water main in 11th Avenue and an additional four new fire hydrant laterals will be added off the proposed 8-inch water loop.
- It is assumed that no off-site water improvements are required.

Sanitary

- There is an existing 15-inch sanitary main on the west side of the site within 11th Avenue.
- Assume approximately 450 LF of 6-inch sanitary service lines to the base, retail and rentable units buildings. A grease interceptor is needed for the base building. Assume SDR 35, PVC material with a minimum of 4-feet cover for burial.
- It is assumed that there are no capacity issues with the existing sanitary main or City treatment system. It is assumed that no off-site sanitary improvements are required.

Walkways, Pavement, Parking

- Assume 6-inch concrete on prepared subgrade for sidewalk areas.
- Assume 5-inch concrete over 4-inch aggregate base course at ADA parking stalls.
- Assume 6-inch concrete over 6-inches aggregate base course for driveway entrances, the loading dock, and at dumpster areas. Assume two driveway entrances to the site.
- Assume parking lot will be asphalt and will consist of 3-inches hot-mix asphalt over 6-inches of aggregate base course.

- Assume one dozen or so accessible ramps will be required for pedestrian access.
- Curb and gutter: assume curb and gutter around the perimeter of the proposed parking lots and drive aisles.
- Assume new 5-foot-wide sidewalks between all parking areas and buildings for pedestrian connectivity.
- Signage Striping: Provide allowance to provide new signage & striping for the parking lot and accessible parking spaces.
- It is assumed that no off-site road improvements are required.

Landscape Assessment

Overview

The site focuses on providing a space for housing adults that are experiencing homelessness with the intent of giving a safe, comfortable, and dignified space to grow towards the larger goal of independence. The 13.7-acre site offers opportunities for communal spaces as well as areas to reflect and be alone.

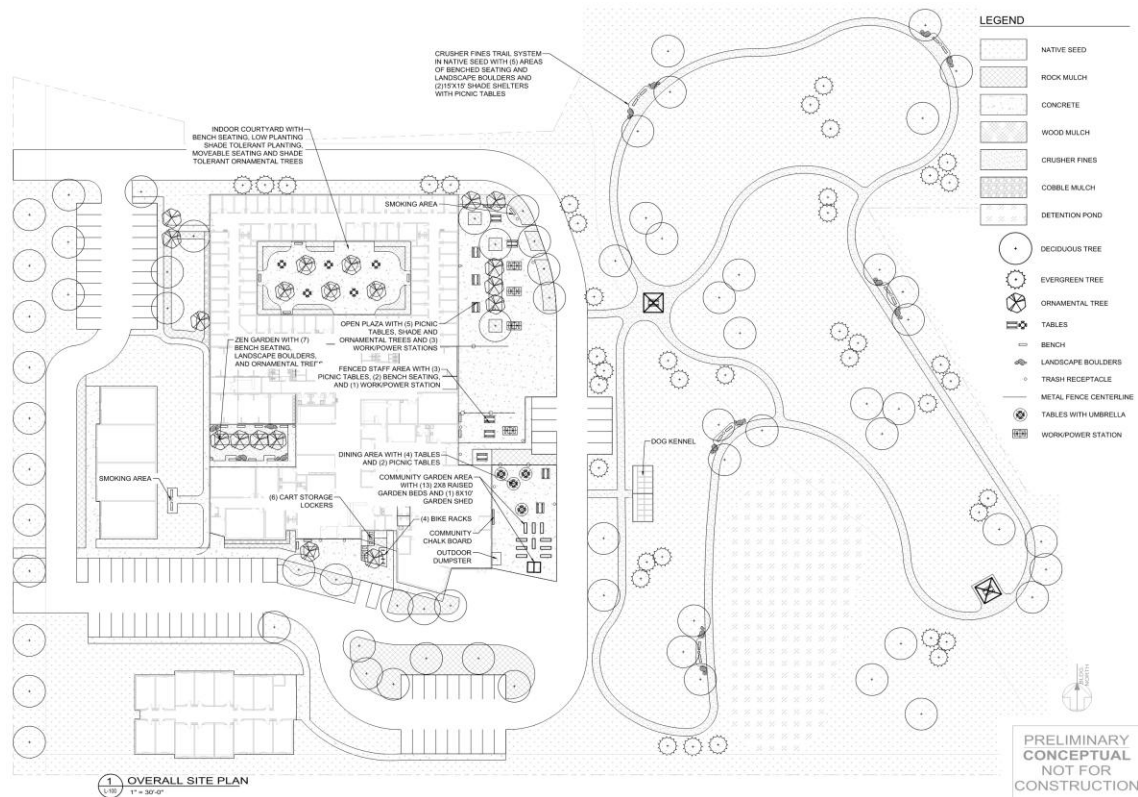


Figure 17 - Preferred Alternative Overall Site Plan

To the east of the building, the plaza is intended to be a gathering space for individuals and small groups for daily activities, learning, and community events. The plaza will be a space for residents to come together or seek solace and choose how they want to use the space while they are residing there. This plaza will include opportunities to secure bike racks and large lockers for carts and personal belongings. The entire plaza is ADA compliant and will highlight accessibility in its design.

An important factor for people experiencing homelessness is having a choice in how they use their space and striking a balance between privacy and social interactions. Throughout the site, opportunities for respite and personal time will be provided with a walking trail, bench seating, and garden beds. Areas to promote community and social experiences could include solar

powered workstations, moveable seating, and a shade shelter. Communal or solitary activities that can promote a sense of ownership and pride of this home could include a community chalkboard wall in the plaza, and multiple trash and recycling receptacles to avoid litter in the space.

One of the many advantages of the site is the large natural landscape to the east of the building that will include crusher fines walking trails with a mix of designated benched seating and informal seat boulders to allow for respite while encouraging activity and movement throughout the landscape. The site will have shade, ornamental, and evergreen trees to enhance the natural environment as well as provide opportunities for shade.

Site Program

Plaza

- Seat walls
- Tables and Seating
- Solar power workstations
- Benches
- Secured bike and cart racks
- Trash/recycling receptacles
- Shade shelter structure
- Raised garden beds
- Colored and/or decorative concrete paving
- Community chalk wall
- Designated smoking area with benches
- Outdoor lockers

Enclosed Courtyard

- Moveable seating
- Raised planters with shade tolerant plants
- Colored concrete

Landscape

- Low maintenance, water-wise native plants
- Shade trees
- Evergreen trees
- Ornamental flowering trees
- Native shrubs and ornamental grasses
- At-grade planting beds
- Native seed blends appropriate for our climate
- Irrigation sub-meter, master valve, backflow, 2-wire controller, flow sensor, rain sensor
- High efficiency Rotors, Rotary sprays, Standard sprays, Drip-Irrigation
- Irrigation piping and system components

Walking Trail

- Crusher fines trail
- Native seed blends
- Shade trees

- Benches
- Seat boulders
- Trash receptacles

Structural Assessment

Design Codes and Loads

Design of structural elements and systems shall be based on the requirements of the 2021 International Building Code (IBC), Minimum Design Loads for Buildings and Other Structures (ASCE 7-16) and City of Greeley Amendments. Special inspections of structural elements during construction shall be based on the requirements of the 2021 International Building Code (IBC), Chapter 17.

Structural elements and systems shall be designed for the following live loads:

Occupancy	Business Group B (Construction Type IIB)
Risk Category	II
Offices	50 psf (reducible)
Partitions	15 psf (unreducible)
Dormitory Spaces	50 psf (reducible)
Lobbies, Public and First Floor Corridors	100 psf (unreducible)
Kitchen, Dining	100 psf (unreducible)
Residential	40 psf (reducible)
Retail	100 psf (unreducible)
Storage	125 psf (unreducible)
Ground Snow	30 psf
Flat Roof Snow	21 psf (plus drifting), $I_s = 1.0$, 20 psf min.
Wind	$V_{BASIC} = 115$ mph (3-second gust), Exposure C $V_{ASD} = 89$ mph (3-second gust), Exposure C
Seismic	Design Category B $I_E = 1.0$ Site Class D

Design of structural elements and systems will be based on the latest edition of the following codes and/or standards:

Concrete	'Building Code Requirements for Reinforced Concrete' (ACI 318) and 'Specifications for Structural Concrete for Buildings' (ACI 301)
Structural Masonry	'Building Code Requirements and Specification for Masonry Structures,' (ACI 530)
Structural Steel	AISC 'Manual of Steel Construction'
Open Web Steel Joists	Steel Joist Institute's "Code of Standard Practice for Steel Joists and Joist Girders"

Steel Deck	Steel Deck Institute's "Code of Standard Practice for Composite Deck, Form Deck and Roof Deck Construction"
Cold Formed Steel Studs	AISI 'Specification for the Design of Cold-formed Steel Structural Members'

Structural Materials

Concrete

Normal-weight, stone concrete with Type IL cement, typical

Footings: $f'_c = 3,000$ psi, $w/c = 0.52$

Foundation walls: $f'_c = 4,500$ psi, $w/c = 0.45$

Interior slabs-on-grade: $f'_c = 4,000$ psi, $w/c = 0.50$

Reinforcing steel: ASTM A615, Grade 60

Masonry

Strength of masonry assemblies: $f'_m = 2000$ psi (net)

Reinforcing steel: ASTM A615, Grade 60

Structural Steel

Wide flange shapes: ASTM A992, 50 ksi yield

Plates, channels, WT's and angles: ASTM A36, 36 ksi yield

Hollow structural section (HSS) shapes: ASTM A500, Grade C, 50 ksi yield

Framed beam connections shall be bearing type w/ 7/8" diameter, snug tight, ASTM F3125 bolts

Anchor rods: ASTM F1554, Grades 36, 55 and 105 as needed

Headed anchor studs: ASTM A108

Welding electrodes: E70XX

Base plate grout: 7,000 psi, non-shrink, non-metallic

All exposed steel shall be hot-dipped galvanized per ASTM A12

Cold-Formed Steel

C-studs, tracks, trusses: ASTM A653 (54 mil or thicker 50 ksi, 43 mil and thinner 33 ksi). G60 Galvanized

Geotechnical Information

A project-specific site Geotechnical Report is not yet available. Proposed foundation systems are based on the geotechnical report prepared by Soillogic for a proposed Waste Transfer Station for this site, Report #21-1433, dated February 7, 2022.

General recommendations are as follows:

- The borings consisted typically of a few inches of vegetation and topsoil, over 5' to 15' of silty sand with gravel. At one of the 7 borings, 4' of undocumented fill was found.
- Ground water was measured at depths ranging from 6' to 8'. We are anticipating the surface grade to be raised to mitigate flood plain effects.
- Frost depth is 30".
- The building can be supported on conventional spread footings bearing on natural undisturbed soil or properly compacted fill. All existing, uncontrolled fill should be removed from under footings and within one footing width around footing and replaced

- with properly compacted fill.
- Shallow foundations can be designed for a maximum net allowable soil bearing pressure of 1,500 PSF. The soil pressure can be increased by 33 percent for transient loads, such as wind or seismic loads.
- The existing fill is not an acceptable subgrade for a slab-on-grade floor or foundation support and should be completely removed from the subgrade under either. Replace with densely compacted, engineered fill. Onsite soils may be suitable for re-use as fill material provided debris or deleterious organic materials are removed.

General Building Systems Descriptions for the Base Building, Add Alternate 1 Non-Congregate Sleeping, And Add Alternate 2 Rentable Units

Foundation Systems

First Floors will be a 4 ½ " thick concrete slabs-on-grade reinforced with #4@16" each way. The slabs shall have saw-cut or formed control joints spaced at 12'+ in each direction and diamond dowels at construction joints. Slab edges shall be isolated from building foundation elements and interior walls built directly on the slabs on grade shall be constructed to allow for potential vertical movement in the slabs. Where regions of the slab will be exposed as the finished floor, specifically circulation areas, assume tighter control joints at these locations. A vapor retarder will be required beneath the slabs for proper attachment of floor coverings as described in the Architectural drawings.

The buildings will be supported on a conventional spread footing foundations bearing on native undisturbed soil or engineered fill as outlined above. Footings will bear below frost depth at the perimeter with concrete stem walls to grade. See "Geotechnical Information" section for required subgrade preparation.

Perimeter stem walls approximately 30" tall will bear on the continuous strip footings. A 13" wide stem wall will support 6" cold-formed steel studs with brick veneer exterior wall construction at all one-story building areas. Brick veneer conditions will require a 7" wide ledge, taken to a depth of at least 8".

Typical continuous strip footings supporting cold-formed steel studs or storefront assemblies will be approximately 2' wide by 1' thick at the building perimeter with larger pad footings at perimeter column locations. At interior wall and column conditions, the top of footing shall be 8" below the top of the interior slab for direct bearing onto the footing. Interior footings will be dropped as necessary where required for underground utilities.

Interior columns will bear on isolated pad footings with estimated average sizes of 8' square x 18" thick. Perimeter pad footings will have estimated average sizes of 6' square x 15" thick, and will include a 24" square pilaster, built integral with the stem wall, to 8" below the top of slab.

At braced frames, provide 8' wide x 18" thick combined footings extending 4' beyond the column at each end.

Wall Assemblies

The exterior wall cold-formed steel stud framing will be by performance specified (delegated) design. The typical 12' tall non-load-bearing exterior wall systems shall be 4" brick veneer and cement board siding, tied back to 6" x 18-gauge studs @ 16". Studs will run from the foundation stem wall to the underside of the roof framing, with a slip joist at the roof framing connection to allow independent deflection of the roof framing. Taller walls may require 16-gauge studs. See Architectural drawings for additional information.

Brick veneer over openings shall be supported on galvanized steel loose lintel angles or WT sections bearing on masonry at each jamb.

Building Columns

Perimeter steel columns will be placed behind cold-formed steel stud panels backing brick veneer (by-pass alignment) with typical grid to inside face of stud dimension of approximately 6". At perimeter wall locations, typical single-story columns shall be HSS5x5x5/16. At interior locations, typical columns shall be HSS6x6x3/8. Braced frame columns will be HSS6x6x1/2.

Roof Framing System

Roof surfaces shall slope 1/4" per foot minimum or as specified by the Architect. Preliminary coordination indicates typical pitched roof profiles varying from 3:12 to 4:12.

Typical roof deck shall be 1 1/2" deep x 20 gage wide-rib, painted Vulcraft type 1.5B steel deck spanning between roof framing elements. Deck shall be connected to framing elements with 5/8"Ø puddle welds and shall be interconnected at side laps with self-drilling, self-tapping screws. Deck shall be continuous over two or more spans.

Typical roof framing can be K- and KCS-series open-web steel roof joists or pre-engineered cold-formed steel trusses.

Joists shall span between exterior and interior steel wide-flange roof beams and girders spaced at 5'-0" to 5'-6". Joists shall be primed with joist manufacturer's standard primer paint. Standard bridging between joists shall be per SJI requirements. Typical joist sizes will be 14K to 22K. Due to the sloped roof profiles, end bearing seats will be typically 5" deep, or more. Where required to support snow drift loading, special joists with an 'SP' designation will be used.

Pre-engineered joists will be spaced at 24" o.c.

Typical girder sizes are W14-W18 at exterior and W18-W24 at interior depending on the span. See "Conceptual Framing Plan Key." Use wide flange beams in bays with mechanical roof top equipment and at screen wall post locations (see "Rooftop Mechanical Areas").

Awning or shade elements are performance designed by others to support snow drift and wind uplift loads.

Rooftop Mechanical Areas

Concrete housekeeping pads supporting rooftop mechanical equipment shall be 6" maximum thickness poured directly on and above roof deck. Reinforce slab with #4 @ 16" both ways at mid-depth. Top of slab shall slope with structure as required with tapered roof top unit curbs to bring the units to level.

Roof screening consisting of HSS tube steel framing (5x5 and 6x6 HSS posts, 4x4 and 5x5 HSS horizontals) supported by wide-flange roof beams is required where units are to be concealed from view. Screen walls 6' in height or less will cantilever from the top of the steel wide flange beams, taller screens will require diagonal kickers and stub columns at a regular spacing for screen wall stability. Infill framing will be added to horizontals as required for the support of screening panels. See Architectural drawings for extents of screening.

Lateral Load Resisting System

The typical wind and seismic lateral-load resisting system shall be chevron-type or diagonal-type braced bays with HSS steel tube diagonals installed between adjacent pairs of building columns. A few braced bays are required in each direction, at each building. They can be located at interior or exterior walls. See "Conceptual Framing Plan Key" for example braced frame locations.

Fire Walls (Area Separation) and Expansion Joints

Refer to the Architectural drawings for location and extents of fire barriers and fire separation walls, if needed.

If a fire separation is required between the Base building and adjacent Alternate elements, the fire separation wall must be structurally independent from the structure on both sides of the wall to allow for collapse of the structure on either side of the wall with the fire wall still intact. The construction type and exact fire wall details will be determined and coordinated by the Architect with the State and the Fire Marshall.

Building Systems Descriptions Variations for Add Alternate 1 Retail Building

At the Retail Building, 8" CMU load bearing walls will be used on three sides, and at one interior demising wall location. These walls will also serve as shear walls. They will utilize normal weight block, with grouted vertical reinforcing #5 bars at 24" o.c., and horizontal standard ladder style joint reinforcing at 16" o.c. The west side will utilize post and beam framing similar to that described above. The slab-on-grade will be as described above. The roof framing will utilize steel bar joists at 5' o.c. spacing supporting 1.5B20 steel deck. The continuous strip footing under the load bearing masonry walls will be 2'-6" side x 15" thick.

Kitchen Assessment

Dining Strategy and Locations

The foodservice program for the City of Greeley's Adult Homeless and Housing Service Center is designed to provide consistent, high-quality meal service to individuals experiencing homelessness. The kitchen will be equipped to handle high-volume meal production with efficiency, supporting both on-site dining and to-go meal distribution for individuals in need. The design focuses on durability, operational efficiency, and the ability to flexibly accommodate varying service demands.

The foodservice operation will be structured around a centralized production kitchen designed for bulk meal preparation and efficient service. The primary program components include:

- **Bulk Cold Storage:** A walk-in cooler and walk-in freezer to store large volumes of perishable and frozen foods, ensuring meal continuity and supporting high-volume production.
- **Bulk Dry Storage:** Adequate shelving and inventory control systems to accommodate staple ingredients, non-perishable goods, and service disposables.
- **Cold Prep Area:** A designated space for preparing fresh produce, salads, sandwiches, and other cold items. This area will be equipped with dedicated refrigeration units, stainless steel prep tables, and food processors.
- **Bulk Hot Prep Area:** Designed for large-scale cooking, this area will include tilt skillets, steam kettles, convection ovens, and ranges to produce soups, stews, casseroles, and other bulk meals efficiently.
- **Assembly Cooking Line:** A structured cookline featuring griddles, fryers, and combi-ovens to streamline meal assembly, allowing for consistent batch cooking and meal plating.
- **Serving Line:** A cafeteria-style service line with hot and cold wells for efficient meal distribution. The serving line will be designed for flexibility, allowing for modifications based on menu requirements and service needs.
- **To-Go Meal Production:** The kitchen will incorporate an area for packaging meals for individuals who require to-go options, including space for meal assembly, portioning, and storage for insulated transport containers.

The Main Kitchen

The Main Kitchen at the City of Greeley's Adult Homeless and Housing Service Center is designed to provide hot, nutritious meals in a high-volume, cafeteria-style setting. The kitchen will serve as the central hub for food preparation, cooking, and distribution, accommodating both on-site dining and to-go meal service. The space is designed for efficiency, food safety, and durability, ensuring consistent meal production while maximizing labor and operational resources.

Service Model & Meal Program

The foodservice program could be structured to provide three meals a day for individuals experiencing homelessness, focusing on nutritious, high-volume meal production using bulk cooking methods.

Meals will be cooked from scratch, when possible, supplemented by prepared components for efficiency. The kitchen may also prepare cold-bagged meals for individuals who need to take food off-site.

- **Breakfast:** A simple but nutritious offering including hot options such as scrambled eggs, breakfast potatoes, oatmeal, and pancakes, complemented by fresh fruit and coffee.
- **Lunch & Dinner:** A rotating menu of hot entrees such as hearty soups, stews, pasta dishes, roasted meats, and casseroles, served with starches, vegetables, and bread. The meals will be designed to provide balance and satiety, ensuring guests receive adequate nourishment.
- **To-Go Meals:** Packaged meals including sandwiches, fruit, snacks, and bottled beverages will be prepared for individuals who may not stay for dining service but still require sustenance.

Kitchen Layout & Functional Areas

The kitchen is structured around high-efficiency food production zones to facilitate streamlined meal prep and service.

Bulk Cold Storage

- A walk-in cooler and walk-in freezer provide centralized storage for fresh, frozen, and perishable items.
- Refrigerated reach-ins near the prep area allow for easy access to daily use ingredients.
- The storage areas are designed for FIFO (first-in, first-out) inventory rotation to minimize food waste.
- Typical equipment requirements include: walk in cooler, walk in freezer, reach in coolers & freezers, ice machines, storage racks, etc.

Bulk Dry Storage

- Dedicated dry storage area houses shelf-stable goods such as grains, canned foods, spices, and disposables.
- Shelving is arranged for accessibility and efficient inventory management.
- Typical equipment requirements include: storage bins, storage racks, etc.

Cold Prep Area

- A designated station for fresh produce washing, cutting, and salad preparation.
- Includes stainless steel prep tables, refrigerated storage drawers, and vegetable sinks.
- Typical equipment requirements include: undercounter coolers, mixers, food processors, blenders, worktables, meat slicer, prep sink, hand sink, etc.

Bulk Hot Prep

- Heavy-duty cooking equipment includes steam kettles, tilt skillets, and large stockpot ranges for bulk meal production.
- This area is used for cooking large batches of soups, stews, pasta, rice, and proteins to be portioned into meal trays.
- Typical all-electric cooking equipment requirements include: tilt skillets, combi ovens, fryers, induction ranges, electric char grill, steam jacketed kettles, exhaust hoods, fire suppression, worktables, hand sink etc.

Assembly Cooking Line

- Features a griddle, fryers, char broiler, and convection ovens to cook and finish hot menu items efficiently.
- A combi-oven provides versatility for roasting, steaming, and baking.
- Food pans are kept in heated holding cabinets to maintain food temperature before service.
- Typical gas cooking equipment requirements include: convection or combi ovens, fryers, ranges, char grill, griddle, toasters, cheese melter, exhaust hoods, fire suppression, worktable, hand sink etc.

Serving Line

- A cafeteria-style tray line where guests receive their meals directly from staff.
- Hot and cold wells keep food at safe serving temperatures.
- A beverage station provides soda, water, coffee, and tea.
- Typical equipment requirements include: hot & cold wells/decks, sneeze guards, plate storage, etc.

To-Go Meal Packing Station

- A designated area for assembling and packaging meals for individuals who need to take food off-site.
- Includes insulated holding units and refrigeration for pre-packed sandwiches and beverages.

Warewashing & Sanitation

- A high-capacity dishwashing machine ensures all trays, utensils, and cookware are properly cleaned and sanitized.
- A three-compartment sink is provided for manual washing of large pots and pans.
- Handwashing sinks are strategically placed throughout the kitchen for staff hygiene.
- Typical equipment requirements include: conveyor dish machine, exhaust hood, three compartment sink, soiled and clean dish station/tables, disposal, storage racks, storage shelves, dish carts, handwashing sink, etc.

Codes and Standards

The foodservice design shall comply with the following codes and standards as the basis of design, unless otherwise required by local jurisdiction:

- Air Conditioning and Refrigeration Institute (A.R.I): applicable regulations and references of the latest edition of standards for remote refrigeration system(s), components and installation.

- American Gas Association (A.G.A.): standards for gas heated equipment and provide equipment with the A.G.A. seal. Automatic safety pilots to be provided on all equipment, where available. (Canadian Gas Association or alternate testing lab's seals accepted if acceptable to local code jurisdictions.)
- American National Standards Institute (A.N.S.I.): Z21-Series for gas-burning equipment. Provide labels indicating name of testing agency.
- American National Standards Institute (A.N.S.I.): B57.1 for compressed gas cylinder connections, and with applicable standards of the Compressed Gas Association for compressed gas piping.
- American National Standards Institute (A.N.S.I.): A40.4 and A40.6 for water connection air gaps and vacuum breakers.
- American Society of Heating, Refrigeration and Air Conditioning Engineers (A.S.H.R.A.E.): applicable regulations and references of the latest edition of standards for exhaust system planning including A.S.H.R.A.E. 90.1 Section 5,6,7, and remote refrigeration system(s), components and installation.
- American Society of Mechanical Engineers (A.S.M.E.): Boiler Code requirements for steam generating and steam heated equipment and provide A.S.M.E. inspection stamp and registration with National Board.
- American Society for Testing and Materials (A.S.T.M.): C1036 for flat glass.
- American Society for Testing and Materials (A.S.T.M.): C1048 for heat-treated flat glass - Kind HS, Kind FT coated and uncoated glass.
- American Society for Testing and Materials (A.S.T.M.): F232-03 for pre-rinse spray units, and in compliance with Energy Policy Act of 2005 (EPAct).
- American Welding Society (A.W.S.): D1.1 structural welding code.
- Energy Policy Act of 2005 (EPAct 2005): water savings pre-rinse spray valves.
- National Electric Code (N.E.C.): N.F.P.A. Volume 5 for electrical wiring and devices included with foodservice equipment, A.N.S.I. C2 and C73, and applicable N.E.M.A. and N.E.C.A. standards.
- National Electrical Manufacturers Association (N.E.M.A.): LD3 for high-pressure decorative laminates.
- National Fire Protection Association (N.F.P.A.): applicable sections for exhaust hoods, ventilators, duct and fan materials, hoods fire suppression systems, wheel placement systems, construction and installation; in addition to local codes and standards.
- National Sanitation Foundation (NSF): latest Standards and Revisions, and as accredited by ANSI, IAS, NELAC, ISO, OSHA and SCC. Provide NSF Seal of Approval on all standard manufactured items included in this Project and listed in any NSF Certified Food Equipment Products Category, and on all items of custom fabricated work included in this Project. (UL Sanitation approval and seal accepted if acceptable to local code jurisdictions.)
- Sheet Metal and Air Conditioning Contractor's National Association (S.M.A.C.N.A.): latest edition of guidelines for seismic restraint of kitchen equipment, as applicable to project location. All seismic requirements shall be shown on all submittals. Submit requested information to the agencies and authorities having jurisdiction.
- Underwriters Laboratories (U.L.): as applicable for electrical components and assemblies. Provide either U.L. labeled products or, where no labeling service is available, "recognized markings" to indicate listing in the U.L. "Recognized Component Index". (Canadian Standards Association or alternate testing lab's seals accepted if acceptable to local code jurisdictions.)
- UL 300 Standard: for wet chemical fire suppression systems for exhaust hoods/ventilators.
- American with Disabilities Act (ADA): as applicable to this Project.

- Refrigeration Service Engineers Society (R.S.E.S.): applicable regulations and references of the latest edition of standards for remote refrigeration system(s), components and installation.
- All refrigerants used for any purpose is to comply with the 1995 and 2010 requirements of the Montreal Protocol Agreement, and subsequent revisions and amendments. No CFC or HCFC refrigerants will be permitted on this Project.
- All refrigeration components installation, repairs, and/or associated work on any refrigeration system, is to be performed by a Certified Refrigeration Mechanic thoroughly familiar with this type of commercial foodservice installation. ETL and other national and international recognized Testing and Listing Agency labels and certifications are acceptable in lieu of Listing Agencies indicated in these documents, if acceptable to the local code jurisdiction.

Mechanical/Plumbing Assessment

Summary

This preliminary design provides mechanical and plumbing engineering information to allow for a feasibility study for the new location of an adult Homeless and Housing Service Center in the City of Greeley. This narrative summarizes three (3) potential mechanical systems and the required plumbing systems to assist in providing an overall cost estimate for the project.

The scope of this project focuses on a new 31,000 gross square foot Base Bid Building and four (4) Add Alternates. The proposed Base Bid Building would be a single-story building that is currently assumed to be non-combustible frame construction w/NFPA 13 sprinklered, containing assembly (A-3), business (B), and residential (R-1) occupancies. The Base Bid Building would consist of an entry area, a staff office area, facility restrooms, dormitory sleeping spaces for twenty (20) male guests and ten (10) female guests, a laundry room for on-site laundry for residents, an additional laundry room for facility needs, a commercial kitchen, a multi-purpose dining room, as well as supporting spaces including mechanical and electrical rooms, janitorial closets and storage rooms, etc. For the Base Building, three (3) mechanical systems have been proposed for cost estimating.

- Add Alternate #1 would be a Non-Congregate Room Building of approximately 15,550 gross square feet.
- Add Alternate #2 would be a building consisting of fifteen (15) rentable private rooms.
- Add Alternate #3 would be a Retail Building of approximately 5,640 gross square feet consisting of four (4) individual retail spaces.
- Add Alternate #4 would be a 1,000 gross square foot kennel.

Code Information

The following codes, references, and guidelines to be utilized for the design basis:

- City of Greeley Adopted Codes

- 2021 International Building Code
- 2021 International Residential Code
- 2021 International Mechanical Code
- 2021 International Plumbing Code
- 2021 International Fuel Gas Code
- 2021 International Energy Conservation Code
- ASHRAE 90.1-2016
- ASHRAE 62.1-2016

Design Conditions

The proposed site is located at 890 N. 11th Ave in Greeley, Colorado 80631. The closest published ASHRAE environmental data for this specific area is the Greeley-Weld County Airport, which was used to determine the following design criteria:

- Latitude: 40.436°N
- Longitude: 104.632°W
- Elevation: 4,698'
- Heating DB: -8°F
- Cooling DB/WB: 96.6°F/62.6°F
- Occupied Room Heating Setpoint: 70°F
- Occupied Room Cooling Setpoint: 75°F
- Unoccupied Room Heating Setpoint: 50°F
- Temperature maximum for IT room at all hours to be 80°F.
- Mechanical cooling will not be provided for Mechanical Equipment Areas, but a minimum ventilation air rate for equipment combustion air requirements year-round will be provided for gas-fired equipment.

Mechanical Systems

Base Building

Mechanical System Option #1 – Gas-Fired Roof Top Units with Electric Heat VAVs

The base building would be served by two (2) gas-fired, multi-zone, variable-volume, Roof-Top Units (RTU), with (1) 30-ton unit and (1) 40-ton unit (Trane Voyager 3 or equivalent). The 30-ton RTU shall be provided with a 600 MBH input stainless steel gas heat exchanger with modulating control to allow for a modulation range of 10:1, and the 40-ton RTU shall be provided with an 800 MBH input stainless steel gas heater exchanger with modulating control to allow for a modulation range of 10:1. Both RTUs shall utilize R-454b refrigerant and shall be provided with 0-100% economizers and barometric relief.

Based on the current floor plans available, seventeen (17) zones are anticipated for the base building. Each zone will be provided with an individual terminal box with electric heat and SCR control to provide zone control. Sizing of terminal boxes shall be as follows:

- Three (3) 2kW electric heat terminal units
- Three (3) 4kW electric heat terminal units
- Four (4) 5kW electric heat terminal units
- Five (5) 7kW electric heat terminal units
- Two (2) 15kW electric heat terminal units

The electrical room in the base building shall be served by a nominal 2-ton individual cooling-only split system (Trane/Mitsubishi P-series or equivalent) with an associated ductless, wall-mounted indoor unit. The associated outdoor heat pump condensing unit shall be mounted on the roof on an 18" stand directly above the space. The associated outdoor unit shall be provided with a low-ambient cooling option for cooling capabilities down to -8°F. The indoor unit shall be provided with an associated condensate pump (Blue Diamond or equivalent). Condensate discharge from the pump shall route as high as possible in the electrical room and route to the adjacent mechanical room and discharge to a floor drain via a code approved air gap.

Five (5) new 2kW heavy-duty, wall-mounted electric unit heaters (Trane UHWA or equivalent) shall be provided in the ADA entrance, the main entry vestibule, the pest/decontamination entry room, the water entry room, and the staff entry. The unit heaters shall be provided with integral circuit breakers and controlled via an integral tamper-resistant thermostat.

Two (2) new 3kW heavy-duty, wall-mounted electric unit heaters (Trane UHWA or equivalent) shall be provided in the storage rooms adjacent to the dorm rooms. The unit heaters shall be provided with integral circuit breakers and controlled via an integral tamper-resistant thermostat.

One (1) new 5kW heavy-duty, wall-mounted electric unit heater (Trane UHWA or equivalent) shall be provided in the bus stop area. The unit heater shall be provided with integral circuit breakers and controlled via an integral tamper-resistant thermostat.

Three (3) new 7.5kW electric unit heaters (Trane UHEC or equivalent) shall be provided in the men's and women's restrooms and in the mechanical rooms. The unit heaters shall be provided with disconnects furnished by the electrical contractor and controlled via a wall-mounted line voltage thermostat.

The commercial kitchen shall be provided with a 12-foot commercial kitchen hood served by a commercial kitchen, grease-rated, upblast exhaust fan providing approximately 3,000 cfm of exhaust. Grease ductwork with associated cleanouts shall be provided between the hood and fan. The hood shall be provided with an ANSUL fire protection system and an associated supply plenum. The kitchen will be served by a DX and indirect gas-fired make-up air unit sized for approximately 2,400 cfm. The make-up air unit shall be provided with a 150 MBH indirect gas-fired heat exchanger. The kitchen hood, exhaust fan, and make-up air unit shall all be interlocked to all other required components as required for a fully integrated system.

The Dining Room shall be provided with 7.5-ton, single-zone, variable air volume RTU (Trane Precedent or equivalent). The RTU shall be provided with a 200 MBH input gas-fired heat exchanger with modulation control to allow for a modulation range of 10:1. The additional 600 cfm of outside air to balance with the kitchen exhaust will be provided through this RTU.

General exhaust shall be provided for all restrooms and janitor's closets. Two (2) roof-mounted, upblast exhaust fans providing approximately 600 cfm shall serve each of the larger public restrooms. Twelve (12) ceiling-mounted exhaust fans providing approximately 100 cfm shall serve the individual restrooms and the two (2) janitor's closets.

Dryer exhaust ductwork shall be provided for all dryers, with dryer counts taken from the architectural plans. The dryer exhaust ductwork shall be routed to the nearest exterior wall and provided with a sidewall vent termination.

Fire/smoke dampers and smoke detectors in the ductwork will be provided as required per code.

All new ductwork shall be lined with 1" acoustic liner and shall route above ceiling in the occupied spaces.

Base Building

Mechanical System Option #2 – Packaged Heat Pump, Electric Auxiliary Heat Roof Top Units with Electric Heat VAVs

The base building would be served by two (2) packaged heat pump with auxiliary electric heat, multi-zone, variable-volume RTUs, with one (1) 30-ton unit and one (1) 40-ton unit (Trane Commercial Packaged RTU or equivalent). The 30-ton RTU shall be provided with a backup, auxiliary 90kW electric resistance heater capable of two (2) capacity steps, and the 40-ton RTU shall be provided with a backup, auxiliary 102kW electric resistance heater capable of two (2) capacity steps. Both RTUs shall be provided with controls to limit supplemental heat operation to only those times when the heat pump cannot satisfy the heating setpoint. Both RTUs shall utilize R-454b refrigerant and shall be provided with 0-100% economizers and barometric relief.

Based on the current floor plans available, seventeen (17) zones are anticipated for the base building. Each zone will be provided with an individual terminal box with electric heat and SCR control to provide zone control. Sizing of terminal boxes shall be as follows:

- Three (3) 2kW electric heat terminal units
- Three (3) 4kW electric heat terminal units
- Four (4) 5kW electric heat terminal units
- Five (5) 7kW electric heat terminal units

- Two (2) 15kW electric heat terminal units

The electrical room in the base building shall be served by a nominal 2-ton individual cooling-only split system (Trane/Mitsubishi P-series or equivalent) with an associated ductless, wall-mounted indoor unit. The associated outdoor heat pump condensing unit shall be mounted on the roof on an 18" stand directly above the space. The associated outdoor unit shall be provided with a low-ambient cooling option for cooling capabilities down to -8°F. The indoor unit shall be provided with an associated condensate pump (Blue Diamond or equivalent). Condensate discharge from the pump shall route as high as possible in the electrical room and route to the adjacent mechanical room and discharge to a floor drain via a code approved air gap.

Five (5) new 2kW heavy-duty, wall-mounted electric unit heaters (Trane UHWA or equivalent) shall be provided in the ADA entrance, the main entry vestibule, the pest/decontamination entry room, the water entry room, and the staff entry. The unit heaters shall be provided with integral circuit breakers and controlled via an integral tamper-resistant thermostat.

Two (2) new 3kW heavy-duty, wall-mounted electric unit heaters (Trane UHWA or equivalent) shall be provided in the storage rooms adjacent to the dorm rooms. The unit heaters shall be provided with integral circuit breakers and controlled via an integral tamper-resistant thermostat.

One (1) new 5kW heavy-duty, wall-mounted electric unit heater (Trane UHWA or equivalent) shall be provided in the bus stop area. The unit heater shall be provided with integral circuit breakers and controlled via an integral tamper-resistant thermostat.

Three (3) new 7.5kW electric unit heaters (Trane UHEC or equivalent) shall be provided in the men's and women's restrooms and in the mechanical rooms. The unit heaters shall be provided with disconnects furnished by the electrical contractor and controlled via a wall-mounted line voltage thermostat.

The commercial kitchen shall be provided with a 12-foot commercial kitchen hood served by a commercial kitchen, grease-rated, upblast exhaust fan providing approximately 3,000 cfm of exhaust. Grease ductwork with associated cleanouts shall be provided between the hood and fan. The hood shall be provided with an ANSUL fire protection system and an associated supply plenum. The kitchen will be served by a DX and electric resistance heat make-up air unit sized for approximately 2,400 cfm. The make-up air unit shall be provided with a 45kW electric resistance heater. The kitchen hood, exhaust fan, and make-up air unit shall all be interlocked to all other required components as required for a fully integrated system.

The Dining Room shall be provided with 7.5-ton, single-zone, variable air volume packaged heat pump RTU (Trane Precedent or equivalent). The RTU shall be provided

with a backup, auxiliary 36kW electric resistance heater, and controls to limit supplemental heat operation to only those times when the heat pump cannot satisfy the heating setpoint. The additional 600 cfm of outside air to balance with the kitchen exhaust will be provided through this RTU.

General exhaust shall be provided for all restrooms and janitor's closets. Two (2) roof-mounted, upblast exhaust fans, providing approximately 600 cfm, shall serve each of the larger public restrooms. Twelve (12) ceiling-mounted exhaust fans providing approximately 100 cfm shall serve the individual restrooms and the two (2) janitor's closets.

Dryer exhaust ductwork shall be provided for all dryers, with dryer counts being taken from the architectural plans. The dryer exhaust ductwork shall be routed to the nearest exterior wall and provided with a sidewall vent termination.

Fire/smoke dampers and smoke detectors in the ductwork will be provided as required per code.

All new ductwork shall be lined with 1" acoustic liner and shall route above ceiling in the occupied spaces.

Base Building

Mechanical System Option #3 – Variable-Refrigerant-Flow (VRF) with Heat Recovery System and DOAS

The base building mechanical system will provide heating and cooling by utilizing air-source variable refrigerant flow (VRF) DX heat pump condensing units with heat recovery. The VRF system will be comprised of three (3) nominal 28-ton outdoor DX heat pump condensing units (Trane Mitsubishi R2-Series or equivalent). These 28-ton units will consist of two (2) 14-ton units that are twinned together in the field with a manufacturer-provided twinning kit. The condensing unit shall be mounted on the roof of the building on 18" stands. The condensing unit shall be provided with panel heater kits, wind-baffles, and snow/hail guards.

From each 28-ton outdoor DX heat pump condensing unit, refrigerant piping will be run to an 8-port main BC controller (Trane Mitsubishi 8 Branch Main BC or equivalent), for a total of three (3) branch controller boxes. From the main BC controller, additional refrigerant piping will be run to each individual VRF fan coil unit. Each branch controller box shall be provided with an associated condensate pump (Blue Diamond or equivalent). Condensate discharge from the pump shall route as high as possible until dropping to the nearest floor drain to discharge via a code approved air gap.

Based on current floor plans available, seventeen (17) zones are anticipated for the base building. Each zone will be provided with an individual ceiling-concealed ducted indoor VRF fan coil unit (FCU) to provide zone control. Sizing of FCUs shall be as follows:

- Three (3) nominal 15 MBH ceiling-concealed, high-static, ducted FCUs.
- Three (3) nominal 24 MBH ceiling-concealed, high-static, ducted FCUs.
- Four (4) nominal 30 MBH ceiling-concealed, high-static, ducted FCUs.
- Five (5) nominal 48 MBH ceiling-concealed, high-static, ducted FCUs.
- Two (2) nominal 96 MBH ceiling-concealed, high-static, ducted FCUs.

All indoor ducted FCUs shall be provided with a wired remote controller located in the zone they serve. All FCUs shall be provided with an associated condensate pump (Blue Diamond or equivalent). Condensate discharge from the pump shall route as high as possible until dropping to the nearest floor drain to discharge via a code-approved air gap.

A refrigerant monitoring system with an associated refrigerant detector and refrigerant exhaust system shall be provided for the building per the International Mechanical Code. The exhaust fan shall be a roof-mounted downblast fan sized for approximately 1,000 cfm at 0.75" of static pressure.

Ventilation to the building will be provided by a variable-speed Dedicated Outdoor Air System (DOAS) Unit (Trane Horizon OAD or equivalent) providing approximately 8,000 cfm of outdoor air. The DOAS Unit shall be provided with a variable-speed energy recovery wheel capable of 60% effective energy recovery. The DOAS Unit shall be provided with an air source heat pump DX condensing coil with a total capacity of 190 MBH. The DOAS Unit shall be provided with a backup auxiliary electric resistance heater sized for a 35°F temperature rise, or approximately 70kW. The electric resistance heater shall be capable of SCR control. This unit shall be located on the roof on an equipment curb that allows the base of the unit to be 24" above the roof. The DOAS Unit will be a bottom discharge unit with no exterior ductwork. Ventilation ductwork will be routed throughout the building to distribute ventilation air to all spaces.

The electrical room in the base building shall be served by a nominal 2-ton individual cooling-only split system (Trane/Mitsubishi P-series or equivalent) with an associated ductless, wall-mounted indoor unit. The associated outdoor heat pump condensing unit shall be mounted on the roof on an 18" stand directly above the space. The associated outdoor unit shall be provided with a low-ambient cooling option for cooling capabilities down to -8°F. The indoor unit shall be provided with an associated condensate pump (Blue Diamond or equivalent). Condensate discharge from the pump shall route as high as possible in the electrical room and route to the adjacent mechanical room and discharge to a floor drain via a code approved air gap.

Five (5) new 2kW heavy-duty, wall-mounted electric unit heaters (Trane UHWA or equivalent) shall be provided in the ADA entrance, the main entry vestibule, the

pest/decontamination entry room, the water entry room, and the staff entry. The unit heaters shall be provided with integral circuit breakers and controlled via an integral tamper-resistant thermostat.

Two (2) new 3kW heavy-duty, wall-mounted electric unit heaters (Trane UHWA or equivalent) shall be provided in the storage rooms adjacent to the dorm rooms. The unit heaters shall be provided with integral circuit breakers and controlled via an integral tamper-resistant thermostat.

One (1) new 5kW heavy-duty, wall-mounted electric unit heater (Trane UHWA or equivalent) shall be provided in the bus stop area. The unit heater shall be provided with integral circuit breakers and controlled via an integral tamper-resistant thermostat.

Three (3) new 7.5kW electric unit heaters (Trane UHEC or equivalent) shall be provided in the men's and women's restrooms and in the mechanical rooms. The unit heaters shall be provided with disconnects furnished by the electrical contractor and controlled via a wall-mounted line voltage thermostat.

The commercial kitchen shall be provided with a 12-foot commercial kitchen hood served by a commercial kitchen, grease-rated, upblast exhaust fan providing approximately 3,000 cfm of exhaust. Grease ductwork with associated cleanouts shall be provided between the hood and fan. The hood shall be provided with an ANSUL fire protection system and an associated supply plenum. The kitchen will be served by a DX and electric resistance heat make-up air unit sized for approximately 2,400 cfm. The make-up air unit shall be provided with a 45kW electric resistance heater. The kitchen hood, exhaust fan, and make-up air unit shall all be interlocked to all other required components as required for a fully integrated system.

The Dining Room shall be provided with 7.5-ton, single-zone, variable air volume packaged heat pump RTU (Trane Precedent or equivalent). The RTU shall be provided with a backup, auxiliary 36kW electric resistance heater, and controls to limit the supplemental heat operation to only those times when the heat pump cannot satisfy the heating setpoint. The additional 600 cfm of outside air to balance with the kitchen exhaust will be provided through this RTU.

General exhaust for all restrooms and janitor's closets, along with additional exhaust to balance with the ventilation air, shall be ducted to the DOAS Unit to be run through the energy recovery wheel. Dryer exhaust ductwork shall be provided for all dryers, with dryer counts being taken from the architectural plans. The dryer exhaust ductwork shall be routed to the nearest exterior wall and provided with a sidewall vent termination.

Fire/smoke dampers and smoke detectors in the ductwork will be provided as required per code.

All new ductwork shall be lined with 1" acoustic liner and shall route above ceiling in the occupied spaces.

Add Alternate #1 – Non-Congregate Sleeping Rooms

Mechanical System Option #1 – Gas-Fired Roof Top Units with Electric Heat VAVs

The non-congregate sleeping rooms would be served by two (2) 20-ton gas-fired, multi-zone, variable-volume RTUs (Trane Precedent or equivalent). Each RTU shall be provided with a 400 MBH input stainless steel gas heat exchanger with modulating control to allow for a modulation range of 10:1. Both RTUs shall utilize R-454b refrigerant and shall be provided with 0-100% economizers with barometric relief.

Based on the current floor plans available, sixteen (16) zones are anticipated for the non-congregate rooms. Each zone will be provided with an individual terminal box with electric heat and SCR control to provide zone control. Sizing of terminal boxes shall be as follows:

- Fourteen (14) 5kW electric heat terminal units
- Two (2) 15kW electric heat terminal units

The electrical room in the non-congregate room building shall be served by a nominal 2-ton individual cooling-only split system (Trane/Mitsubishi P-series or equivalent) with an associated ductless, wall-mounted indoor unit. The associated outdoor heat pump condensing unit shall be mounted on the roof on an 18" stand directly above the space. The associated outdoor unit shall be provided with a low-ambient cooling option for cooling capabilities down to -8°F. The indoor unit shall be provided with an associated condensate pump (Blue Diamond or equivalent). Condensate discharge from the pump shall route as high as possible in the electrical room and route to the adjacent mechanical room and discharge to a floor drain via a code approved air gap.

Three (3) new 2kW heavy-duty, wall-mounted electric unit heaters (Trane UHWA or equivalent) shall be provided in the mechanical room, the storage room, and the janitor's closet. The unit heaters shall be provided with integral circuit breakers and controlled via an integral tamper-resistant thermostat.

Five (5) new ceiling-mounted exhaust fans capable of 100 cfm shall be provided in the janitor's closet and in the four (4) restrooms.

Fire/smoke dampers and smoke detectors in the ductwork will be provided as required per code.

All new ductwork shall be lined with 1" acoustic liner and shall route above ceiling in the occupied spaces.

Add Alternate #1 – Non-Congregate Sleeping Rooms

Mechanical System Option #2 – Packaged Heat Pump, Electric Auxiliary Heat Roof Top Units with Electric Heat VAVs

The non-congregate sleeping rooms would be served by two (2) 20-ton packaged heat pump with auxiliary heat, multi-zone, variable-volume RTUs (Trane Precedent or equivalent). Each RTU shall be provided with a backup, auxiliary 72kW electric resistance heater. Both RTUs shall be provided with controls to limit supplemental heat operation to only those times when the heat pump cannot satisfy the heating setpoint. Both RTUs shall utilize R-454b refrigerant and shall be provided with 0-100% economizers and barometric relief.

Based on the current floor plans available, sixteen (16) zones are anticipated for the non-congregate rooms. Each zone will be provided with an individual terminal box with electric heat and SCR control to provide zone control. Sizing of terminal boxes shall be as follows:

- Fourteen (14) 5kW electric heat terminal units
- Two (2) 15kW electric heat terminal units

The electrical room in the base building shall be served by a nominal 2-ton individual cooling-only split system (Trane/Mitsubishi P-series or equivalent) with an associated ductless, wall-mounted indoor unit. The associated outdoor heat pump condensing unit shall be mounted on the roof on an 18" stand directly above the space. The associated outdoor unit shall be provided with a low-ambient cooling option for cooling capabilities down to -8°F. The indoor unit shall be provided with an associated condensate pump (Blue Diamond or equivalent). Condensate discharge from the pump shall route as high as possible in the electrical room and route to the adjacent mechanical room and discharge to a floor drain via a code approved air gap.

Three (3) new 2kW heavy-duty, wall-mounted electric unit heaters (Trane UHWA or equivalent) shall be provided in the mechanical room, the storage room, and the janitor's closet. The unit heaters shall be provided with integral circuit breakers and controlled via an integral tamper-resistant thermostat.

Five (5) new ceiling-mounted exhaust fans capable of 100 cfm shall be provided in the janitor's closet and in the four (4) restrooms.

Fire/smoke dampers and smoke detectors in the ductwork will be provided as required per code.

All new ductwork shall be lined with 1" acoustic liner and shall route above ceiling in the occupied spaces.

Add Alternate #1 – Non-Congregate Sleeping Rooms

Mechanical System Option #3 – Variable-Refrigerant-Flow (VRF) with Heat Recovery System and DOAS

The condensing unit shall be provided with panel heater kits, wind-baffles, and snow/hail guards.

From each 28-ton outdoor DX heat pump condensing unit, refrigerant piping will be run to an 8-port main BC controller (Trane Mitsubishi 8 Branch Main BC or equivalent), for a total of two (2) branch controller boxes. From the main BC controller, additional refrigerant piping will be run to each individual VRF fan coil unit. Each branch controller box shall be provided with an associated condensate pump (Blue Diamond or equivalent). Condensate discharge from the pump shall route as high as possible until dropping to the nearest floor drain to discharge via a code approved air gap.

Based on current floor plans available, sixteen (16) zones are anticipated for the non-congregate. Each zone will be provided with an individual ceiling-concealed ducted indoor VRF fan coil unit (FCU) to provide zone control. Sizing of FCUs shall be as follows:

- Fourteen (14) nominal 24 MBH ceiling-concealed, high-static, ducted FCUs.
- Two (2) nominal 96 MBH ceiling-concealed, high-static, ducted FCUs.

All indoor ducted FCUs shall be provided with a wired remote controller located in the zone they serve. All FCUs shall be provided with an associated condensate pump (Blue Diamond or equivalent). Condensate discharge from the pump shall route as high as possible until dropping to the nearest floor drain to discharge via a code-approved air gap.

A refrigerant monitoring system with an associated refrigerant detector and refrigerant exhaust system shall be provided for the building per the International Mechanical Code. The exhaust fan shall be a roof-mounted downblast fan sized for approximately 500 cfm at 0.75" of static pressure.

Ventilation to the building will be provided by a variable-speed Dedicated Outdoor Air System (DOAS) Unit (Trane Horizon OAD or equivalent) providing approximately 4,000 cfm of outdoor air. The DOAS Unit shall be provided with a variable-speed energy recovery wheel capable of 60% effective energy recovery. The DOAS Unit shall be provided with an air source heat pump DX condensing coil with a total capacity of 95 MBH. The DOAS Unit shall be provided with a backup auxiliary electric resistance heater sized for a 35°F temperature rise, or approximately 35kW. The electric resistance heater shall be capable of SCR control. This unit shall be located on the roof on an equipment curb that allows the base of the unit to be 24" above the roof. The DOAS Unit will be a bottom discharge unit with no exterior ductwork. Ventilation ductwork will be routed throughout the building to distribute ventilation air to all spaces.

The electrical room in the base building shall be served by a nominal 2-ton individual cooling-only split system (Trane/Mitsubishi P-series or equivalent) with an associated ductless, wall-mounted indoor unit. The associated outdoor heat pump condensing unit shall be mounted on the roof on an 18" stand directly above the space. The associated outdoor unit shall be provided with a low-ambient cooling option for cooling capabilities down to -8°F. The indoor unit shall be provided with an associated condensate pump (Blue Diamond or equivalent). Condensate discharge from the pump shall route as high as possible in the electrical room and route to the adjacent mechanical room and discharge to a floor drain via a code approved air gap.

Three (3) new 2kW heavy-duty, wall-mounted electric unit heaters (Trane UHWA or equivalent) shall be provided in the mechanical room, the storage room, and the janitor's closet. The unit heaters shall be provided with integral circuit breakers and controlled via an integral tamper-resistant thermostat.

General exhaust for all restrooms and the janitor's closet, along with additional exhaust to balance with the ventilation air, shall be ducted to the DOAS Unit to be run through the energy recovery wheel.

Fire/smoke dampers and smoke detectors in the ductwork will be provided as required per code.

All new ductwork shall be lined with 1" acoustic liner and shall route above ceiling in the occupied spaces.

Add Alternate #2 – Private Rentable Rooms

Mechanical System Option #1 – Gas-Fired Roof Top Units with Electric Heat VAVs

The private rentable rooms would all be served by one (1) 20-ton gas-fired, multi-zone, variable-volume RTUs (Trane Precedent or equivalent). The RTU shall be provided with a 400 MBH input stainless steel gas heat exchanger with modulating control to allow for a modulation range of 10:1. The RTU shall utilize R-454b refrigerant and shall be provided with 0-100% economizers and barometric relief.

Based on the current floor plans available, sixteen (16) zones are anticipated for the private rentable rooms. Each zone will be provided with an individual terminal box with electric heat and SCR control to provide zone control. Sizing of terminal boxes shall be as follows:

- Fifteen (15) 3kW electric heat terminal units
- One (1) 6kW electric heat terminal unit

Fifteen (15) new ceiling-mounted exhaust fans capable of 100 cfm shall be provided for each rentable room to serve the restroom.

Fire/smoke dampers and smoke detectors in the ductwork will be provided as required per code.

All new ductwork shall be lined with 1" acoustic liner and shall route above ceiling in the occupied spaces.

Add Alternate #2 – Private Rentable Rooms

Mechanical System Option #2 – Packaged Heat Pump, Electric Auxiliary Heat Roof Top Units with Electric Heat VAVs

The private rentable rooms would all be served by one (1) 20-ton packaged heat pump with auxiliary electric heat, multi-zone, variable-volume RTUs (Trane Precedent or equivalent). The RTU shall be provided with a backup, auxiliary 72kW electric resistance heater. The RTU shall be provided with controls to limit the supplemental heat operation to only those times when the heat pump cannot satisfy the heating setpoint. The RTU shall utilize R-454b refrigerant and shall be provided with 0-100% economizers and barometric relief.

Based on the current floor plans available, sixteen (16) zones are anticipated for the private rentable rooms. Each zone will be provided with an individual terminal box with electric heat and SCR control to provide zone control. Sizing of terminal boxes shall be as follows:

- Fifteen (15) 3kW electric heat terminal units
- One (1) 6kW electric heat terminal unit

Fifteen (15) new ceiling-mounted exhaust fans capable of 100 cfm shall be provided for each rentable room to serve the restroom.

Fire/smoke dampers and smoke detectors in the ductwork will be provided as required per code.

All new ductwork shall be lined with 1" acoustic liner and shall route above ceiling in the occupied spaces.

Add Alternate #2 – Private Rentable Rooms

Mechanical System Option #3 – Variable-Refrigerant-Flow (VRF) with Heat Recovery System

The mechanical system serving the non-congregate sleeping rooms will provide heating and cooling by utilizing air-source variable refrigerant flow (VRF) DX heat pump condensing units with heat recovery. The VRF system will be comprised of one (1)

nominal 28-ton outdoor DX heat pump condensing unit (Trane Mitsubishi R2-Series or equivalent). The 28-ton units will consist of two (2) 14-ton units that are twinned together in the field with a manufacturer-provided twinning kit. The condensing unit shall be mounted on the roof of the building on 18" stands. The condensing unit shall be provided with panel heater kits, wind-baffles, and snow/hail guards.

From the 28-ton outdoor DX heat pump condensing unit, refrigerant piping will be run to one (1) 16-port main BC controller (Trane Mitsubishi 16 Branch Main BC or equivalent). From the main BC controller, additional refrigerant piping will be run to each individual VRF fan coil unit. The branch controller box shall be provided with an associated condensate pump (Blue Diamond or equivalent). Condensate discharge from the pump shall route as high as possible until dropping to the nearest floor drain to discharge via a code approved air gap.

Based on current floor plans available, sixteen (16) zones are anticipated for the private rentable rooms. Each zone will be provided with an individual ceiling-concealed ducted indoor VRF fan coil unit (FCU) to provide zone control. Sizing of FCUs shall be as follows:

- Fifteen (15) nominal 24 MBH ceiling-concealed, medium-static, ducted FCUs.
- One (1) nominal 30 MBH ceiling-concealed, medium-static, ducted FCUs.

All indoor ducted FCUs shall be provided with a wired remote controller located in the zone they serve. All FCUs shall be provided with an associated condensate pump (Blue Diamond or equivalent). Condensate discharge from the pump shall route as high as possible until dropping to the nearest floor drain to discharge via a code-approved air gap

A refrigerant monitoring system with an associated refrigerant detector and refrigerant exhaust system shall be provided for the building per the International Mechanical Code. The exhaust fan shall be a roof-mounted downblast fan sized for approximately 250 cfm at 0.75" of static pressure.

Ventilation to each rentable room will be ducted to the return air side of the ducted FCU in each of the rentable rooms.

Fifteen (15) new ceiling-mounted exhaust fans capable of 100 cfm shall be provided for each rentable room to serve the restroom.

Fire/smoke dampers and smoke detectors in the ductwork will be provided as required per code.

All new ductwork shall be lined with 1" acoustic liner and shall route above ceiling in the occupied spaces.

Add Alternate #3 – Retail Building

Mechanical System Option #1 – Gas-Fired, Single-Zone, Variable Air Volume Roof Top Units

Four (4) 5-ton gas-fired, single-zone, variable air volume RTUs will serve each of the (4) retail spaces (Trane Precedent or equivalent). Each of the RTUs shall be provided with a 150 MBH input, 2-stage stainless steel gas heat exchanger. The RTU shall utilize R-454b refrigerant and shall be provided with 0-100% economizers and barometric relief.

It is assumed that all other required mechanical equipment will be installed by the future tenant.

Add Alternate #3 – Retail Building

Mechanical System Option #2 – Packaged Heat Pump, Electric Auxiliary Heat, Single-Zone, Variable Air Volume Roof Top Units

Four (4) 5-ton packaged heat pump with auxiliary electric heat, single-zone, variable air volume RTUs will serve each of the (4) retail spaces (Trane Precedent or equivalent). Each of the RTUs shall be provided with a backup, auxiliary 20kW electric resistance heater. Each of the RTUs shall be provided with controls to limit supplemental heat operation to only those times when the heat pump cannot satisfy the heating setpoint. Each of the RTUs shall utilize R-454b refrigerant and shall be provided with 0-100% economizers and barometric relief.

It is assumed that all other required mechanical equipment will be installed by the future tenant.

Add Alternate #4 – Kennel

Mechanical System Option #1 – Split Heat Pump System

The kennel shall be served by a nominal 3-ton individual split heat pump system (Trane/Mitsubishi P-series or equivalent) with an associated ductless, wall-mounted indoor unit. The associated outdoor heat pump condensing unit shall be mounted on grade on a 6" concrete pad directly outside the space. The associated outdoor unit shall be provided with a low-ambient cooling option for cooling capabilities down to 40°F. The indoor unit shall be provided with an associated condensate pump (Blue Diamond or equivalent). Condensate discharge from the pump shall route as high as possible and route down in an exterior wall before daylighting on a splash pad.

Proposed Plumbing System

Base Building

Plumbing design will be outside to 5'-0" beyond the building. Beyond 5' outside of the building, civil engineering plans shall be referenced. The building will be provided with new

domestic cold water, domestic hot water, hot water recirculation, and sanitary sewer piping. Plumbing fixture counts shall be taken from the architectural plans. Plumbing fixtures shall meet ADA requirements where indicated on the architectural plans.

The plumbing system will consist of a 2-1/2" domestic cold water tap and meter. The domestic cold water service from the meter to the building will be upsized to 3" to accommodate for pressure losses. It is assumed that the City of Greeley water main has enough pressure that a domestic water booster pump is not required.

All new domestic water piping within the building shall be provided as copper and provided with insulation to meet current IECC requirements.

All waste lines on the interior of the building shall be no-hub cast iron, except waste lines leading up to the grease interceptor from the kitchen shall be epoxy coated cast iron pipe. All waste line connections shall be made with Husky H4000 bands or equal. New vent piping shall be provided within the building as no-hub cast iron and shall route through the roof.

A 6" sanitary line will serve all the base building plumbing fixtures, including all fixtures in the kitchen area.

Prior to tying into the 6" sanitary main exiting the building, a 4" grease waste line will be routed to the exterior of the building to a 2,000-gallon pre-cast grease interceptor. The outlet from the grease interceptor will then be routed to the 6" sanitary exit and tied in prior to the main. Venting for the grease interceptor shall be no-hub cast iron and shall be routed underground back to the building for termination.

Three (3) new floor-mounted water heaters shall be provided in the mechanical room, each on a 6" housekeeping pad, and will have approximately 80 gallons of storage with a 175 MBH gas-fired heating element. The water heater will need to supply 120 °F water throughout the building. One (1) 2/5 HP domestic water circulation pump will be provided and sized for approximately 20 gpm at 35' of head and run on an occupied/unoccupied schedule with an aquastat and timeclock. There shall be a master mixing valve in the mechanical room.

One (1) additional floor-mounted water heaters shall be provided in the commercial kitchen on a 6" housekeeping pad and will have approximately 120 gallons of storage with a 175 MBH gas-fired heating element. The water heater will need to supply 140 °F water throughout the kitchen. A 1/4 HP domestic water circulation pump will be provided and sized for approximately 4 gpm at 20' of head and run on an occupied/unoccupied schedule with an aquastat and timeclock. There shall be a master mixing valve located at the water heater.

CPVC vent piping and outside intake piping shall be provided for all new water heaters.

All water closets in the base building shall be 1.28 GPF vitreous china with battery-powered flush valves. Each water closet will be provided with a 1" cold water, 4" waste, and 2" vent connection.

All lavatories in the base building shall be wall-hung, vitreous china, with wall carriers connected to the floor, and 0.5 GPM auto faucets. Each lavatory faucet shall have a

thermostatic mixing valve mounted as close to the bottom of the fixture as possible to avoid tampering. Insulation kits shall be provided below all lavatories for accessibility. Each lavatory will be provided with a new 1/2" hot water, 1/2" cold water, 1/2" hot water circulation, 2" waste, and 1-1/2" vent connection.

Floor drains shall be nickel finish. All floor drains shall have Trap Guards. Each restroom shall be provided with an emergency floor drain, with five additional (5) floor drains provided for the mechanical room, the large laundry room, the small laundry room, the locker room, and the pest entry. Floor drains shall be provided with 3" waste, and 1 1/2" vent connections.

Floor sinks shall be white acid-resistant finish. There shall be floor sinks provided as needed for mechanical and kitchen equipment. Floor sinks shall be provided with 4" waste, and 2" vent connections.

All areas designated for laundry shall have a washer box with water hammer arrestors for washer hookups. Laundry drains shall discharge to washer box drain connections. The dryer vent shall be routed to the exterior via the shortest pathway.

All showers in the base building shall be provided with 1.5 gpm shower heads. ADA showers shall be provided with an additional hand shower with pause flow button and shall be provided with grab bars.

The break room shall have a single-compartment sink with a garbage disposal unit, 1/2" cold water, 1/2" hot water, 1/2" hot water circulation, 2" waste, and 1-1/2" vent connections. Additionally, an ice maker box with integral shut off valves and water hammer arrestors shall be recessed in the wall for connection to a new refrigerator.

Within the building will be two (2) new janitor's closets each provided with a new mop service basin. The new mop service basins shall be provided with 1/2" cold water, 1/2" hot water, 1/2" hot water circulation, 2" waste, and 1-1/2" vent connections. One (1) additional mop service basin shall be provided in the mechanical room.

There shall be roof drains as required, draining to the main storm line by gravity. Each roof drain shall also be accompanied by an overflow drain that shall daylight at the side of the building with a downspout nozzle.

Gas Piping will be schedule 40 black steel and shall be painted on the roof. Gas piping serving the commercial kitchen shall be provided with EPO and solenoid valve.

Three (3) wall hydrants in lockable box at the exterior of the building on the east, south, and west walls shall be provided. Each hydrant shall have a shut-off valve on the interior of the building.

Roof hydrants will be located near mechanical equipment on the roof.

Alternate #1 – Non-Congregate Sleeping Rooms

It is assumed the non-congregate sleeping rooms will utilize the same plumbing systems serving the base building. The 2-1/2" domestic cold water line and 6" sanitary line are

capable of serving the four (4) additional restrooms and one (1) additional mop service basin shown in the architectural plans for the non-congregate rooms.

In addition to the plumbing systems and equipment noted for the base building, one (1) additional floor-mounted water heater shall be provided in the mechanical room on a 6" housekeeping pad, and will have approximately 50 gallons of storage with a 7.5kW electric resistance heating element. The water heater will need to supply 120 °F water throughout the building. A 1/4 HP domestic water circulation pump will be provided and sized for approximately 2 gpm at 20' of head and run on an occupied/unoccupied schedule with an aquastat and timeclock. There shall be a master mixing valve in the mechanical room.

Additional plumbing fixture counts for the non-congregate rooms shall be taken from the architectural plans, and the additional plumbing fixtures shall meet ADA requirements where indicated on the architectural plans.

One (1) floor drain shall be provided in the mechanical room. An emergency floor drain shall be provided in each restroom for a total of four (4) emergency floor drains. Floor drains shall be nickel alloy finish and shall be provided with Trap Guards. Floor drains shall be provided with 3" waste, and 1 1/2" vent connections.

Wall hydrants in lockable box at the exterior of the building in the courtyard shall be provided on each wall. Each hydrant shall have a shut-off valve on the interior of the building.

Alternate #2 – Private Rentable Rooms

Plumbing design will be outside to 5'-0" beyond the building. Beyond 5' outside of the building, civil engineering plans shall be referenced. The building will be provided with new domestic cold water, domestic hot water, hot water recirculation, and sanitary sewer piping. It is assumed there will be fifteen rentable rooms, each with a kitchen sink, a water closet, a lavatory, and a shower. Plumbing fixtures shall meet ADA requirements.

The plumbing system will consist of a 1-1/2" domestic cold water tap and meter. The domestic cold water service from the meter to the building will be upsized to 2" to accommodate for pressure losses. It is assumed that the City of Greeley water main has enough pressure that a domestic water booster pump is not required.

All new domestic water piping within the building shall be provided as copper and provided with insulation to meet current IECC requirements.

All waste lines on the interior of the building shall be no-hub cast iron. All waste line connections shall be made with Husky H4000 bands or equal. New vent piping shall be provided within the building as no-hub cast iron and shall route up through the roof.

A 4" sanitary line will serve all the private rentable rooms.

Fifteen (15) new low-boy style water heaters shall be provided in each rentable room, each on a 6" housekeeping pad, and will have approximately 50 gallons of storage with a

2.5kW electric resistance heating element. The T&P relief for each water heater shall be routed to discharge in the restroom lavatory tailpipe.

Alternate #3 – Retail Building

Plumbing design will be outside to 5'-0" beyond the building. Beyond 5' outside of the building, civil engineering plans shall be referenced. The building will be provided with new domestic cold water, domestic hot water and hot water recirculation, and sanitary sewer piping. Plumbing fixtures shall meet ADA requirements.

The plumbing system will consist of a single 1-1/2" domestic cold water tap and four (4) meters, one (1) for each retail space. It is assumed that the City of Greeley water main has enough pressure that a domestic water booster pump is not required.

All new domestic water piping within the building shall be provided as copper and provided with insulation to meet current IECC requirements.

All waste lines on the interior of the building shall be no-hub cast iron. All waste line connections shall be made with Husky H4000 bands or equal. New vent piping shall be provided within the building as no-hub cast iron and shall route up through the roof.

A 4" sanitary line will serve the entire building.

Four (4) new floor-mounted water heaters shall be provided in each rentable room, each on a 6" housekeeping pad, and will have approximately 50 gallons of storage with a 2.5kW electric resistance heating element.

Four (4) lavatories shall be provided and shall be wall-hung, vitreous china, with wall carriers connected to the floor, and 0.5 GPM auto faucets. Each lavatory faucet shall have a thermostatic mixing valve mounted as close to the bottom of the fixture as possible to avoid tampering. Insulation kits shall be provided below all lavatories for accessibility. Each lavatory will be provided with a new 1/2" hot water, 1/2" cold water, 1/2" hot water circulation, 2" waste, and 1-1/2" vent connection.

Four (4) water closets shall be provided and shall be 1.28 GPF vitreous china with battery-powered flush valves. Each water closet will be provided with a 1" cold water, 4" waste, and 2" vent connection.

Alternate #4 – Kennel

Plumbing design will be outside to 5'-0" beyond the building. Beyond 5' outside of the building, civil engineering plans shall be referenced. The building will be provided with new domestic cold water, domestic hot water, and sanitary sewer piping. Plumbing fixtures shall meet ADA requirements.

The plumbing system will consist of a single 1" domestic cold water tap and meter. It is assumed that the City of Greeley water main has enough pressure that a domestic water booster pump is not required.

All new domestic water piping within the building shall be provided as copper and provided with insulation to meet current IECC requirements.

All waste lines on the interior of the building shall be no-hub cast iron. All waste line connections shall be made with Husky H4000 bands or equal. New vent piping shall be provided within the building as no-hub cast iron and shall route up through the roof.

A 3" sanitary line will serve the entire building.

One (1) new low-boy style water heater shall be provided on a 6" housekeeping pad and will have approximately 50 gallons of storage with a 5kW electric resistance heating element.

Two (2) wall-mounted faucets that allow for typical hose connections shall be provided.

Two (2) floors drains shall be provided. Floor drains shall be nickel finish and equipped with Trap Guards. Floor drains shall be provided with 3" waste, and 1 1/2" vent connections.

An 8-foot standard-duty trench drain shall be provided with a 3" waste and 1-1/2" vent connection.

Electrical Assessment

Purpose of the Electrical Schematic Package

The Electrical Systems schematic pricing narrative is intended to facilitate three primary purposes. First, the narrative is intended to provide a descriptive outline of the electrical systems for the new Greeley Homeless Shelter project scope of work. This outline will facilitate the development of schematic level preliminary pricing estimates for the interior and exterior building systems covered within the scope of the Division 26, 27, and 28 Contractors. Second, this narrative is intended to give the Owner a basic understanding of the building's electrical, lighting, and technology systems. Such systems shall include power, lighting, lighting controls, fire alarm, structure cabling, security, and AV systems. The Owner can use this document as a method for reviewing project expectations and providing comments to AE Design for incorporation into the documents during the Design Development phase. Finally, the Schematic Design can be used by the Design Team as a catalyst for preliminary coordination and building design discussions.

Project Description

The Greeley Homeless Shelter project is anticipated to consist of a new homeless shelter. The facility is anticipated to have multiple alternatives the Base Bid Building is approximately 31,000SF.

- The base bid homeless shelter portion of the building shall include a single story structure that is anticipated to include: admin office spaces, flex spaces, laundry, 36

dorm beds, restrooms consisting of 16 showers, a dining hall, kitchen, utility rooms, and storage.

- Add Alternate #1 is anticipated to be a Non-Congregate Room Building of approximately 15,550 gross square feet.
- Add Alternate #2 is anticipated to be building consisting of fifteen (15) rentable private rooms approximately 12,500 gross square feet.
- Add Alternate #3 is anticipated to be a Retail Building of approximately 5,640 gross square feet consisting of four (4) individual retail spaces.
- Add Alternate #4 is anticipated to be a 1,000 gross square foot kennel.

Description of Work

This Division 26, 27, and 28 contractor scope includes all work to constitute a complete installation.

- Electrical work shall include all labor, materials, tools, equipment, and services necessary for, or incidental to proper installation and completion of the work indicated on the drawings and stated within specifications.
- Unless otherwise noted, provide labor and materials to make final electrical connections to motors, controllers and starters and electrical interconnections between equipment supplied by other trades to end at the load served.
- Provide the temporary electrical power installation including materials, tools, and labor as required.
- The contractor shall be responsible for all costs incurred for work of this section including all permits, fees, utility company fees, and other incidental costs associated with this work.
- This Contractor shall be responsible for all applicable regulatory safety measures, including disposal of all materials.
- All material, equipment, wiring devices, etc. shall be new, unless specifically indicated as existing to be reused.
- Provide complete metal raceway systems and enclosures for all wiring throughout the extent of the required distribution system.
- Utilize electrical metallic tubing (EMT), minimum size of 3/4-inch for the following locations:
 - Service and feeders
 - Power circuit homerun
 - Branch circuits in concealed and exposed locations.
- Utilize RNC, Type EPC-40-PVC for underground locations. Utilize RNC, Type EPC-80-PVC for underground locations subject to vehicular traffic.
- Utilize metal-clad cable (MC) in the following locations as approved by the local AHJ.
 - Branch circuits in concealed locations
 - Final connection to recessed lighting fixtures
- All conductors shall be copper (THWN/THHN), minimum wire size #12CU
- All circuits shall have a ground wire installed.
- All conductors not installed in conduit and installed in the ceiling space shall be plenum rated.
- In exposed and suspended ceiling applications, route conduit as close to structural slab or deck as possible, and support conduit and junction boxes directly from the structural slab, deck or framing provided for that purpose. Lighting branch circuit

conduits shall not be clipped to the ceiling system unless it has been specifically designed for that purpose.

- All exterior equipment shall be NEMA-3R.
- All exposed conduits shall be concealed to the greatest extent possible and shall be installed parallel and close to structural members. General Contractor shall paint conduit to match adjacent finishes.
- All receptacles shall be specification grade, NEMA 5-20R, unless otherwise noted.

Existing Site Conditions

The site on N 11th Ave has minimal structures on the site. All the power coming into the site would be from the existing overhead lines. The power lines ran north to south along N 11th Ave and east to west on the south side of the site boundaries. Additionally, there is an old telecom cabinet on the south side of the property that was open, and the wires exposed, corroded, and would need to be replaced. Due to overhead power lines, it is our assumption that there would not be any site constraints. There are overhead utility electrical poles provide 3-phase power, suggesting a robust potential for meeting the expected electrical demands of the site. However, the precise voltage levels were not clearly determined during the assessment. It is assumed that either 208V, 3-phase or 480V, 3-phase is available, allowing for effective power delivery. A new utility transformer will be necessary, with a recommendation for a 480V, 3-phase service. Overall, the site appears well-prepared to accommodate its electrical requirements.

Power Density Design Criteria and Load Summary

The electrical density design criteria are based on estimated volt-amp per square foot allowances for interior lighting, exterior lighting, mechanical systems, and miscellaneous power systems. The estimates are based on historical data for similar facilities. The following watts/sf estimates are used for preliminary electrical service sizing. It is anticipated that this facility will be designed with efficient mechanical and electrical systems causing these preliminary estimates to be on the high side and specific equipment sizing is to be adjusted as the design progresses.

The anticipated electrical density load estimates are as follows for **Base Bid**:

LOAD TYPE	(VA/SF)
Mechanical Equipment (Option #1)	13.0
Mechanical Equipment (Option #2)	20.0
Mechanical Equipment (Option #3)	11.0
Interior Lighting	1
Exterior Lighting	1
General Purpose	4
Special Equipment	3
Kitchen Equipment	3
Total Demand Load (Option #1)	25 VA/SF
Total VA(Option #1)	775,000 VA

Amps @ 208V/3ph(Option #1)	2151 A
Amps @ 480V/3ph(Option #1)	932 A
Total Demand Load (Option #2)	32 VA/SF
Total VA(Option #2)	992,000 VA
Amps @ 208V/3ph(Option #2)	2753 A
Amps @ 480V/3ph(Option #2)	1193 A
Total Demand Load (Option #3)	23 VA/SF
Total VA(Option #3)	713,000 VA
Amps @ 208V/3ph(Option #3)	1979 A
Amps @ 480V/3ph(Option #3)	857 A

- The overall square footage for the Base Bid scope of work is 31,000 square feet.
- Based on the overall building use and the associated electrical loading for mechanical option #1, at a distribution voltage of 480/277 or 208/120volts, 3-phase, the estimated calculated additional NEC demand load associated with the building is 932 amps at 480V and 2151 amps at 208V. Therefore, at the schematic design level, a 1400 Amp, 480/277V or a 3000 Amp, 208/120, 3-phase, 4-wire electrical service is projected to feed the new building.
- Based on the overall building use and the associated electrical loading for mechanical option #2, at a distribution voltage of 480/277 or 208/120volts, 3-phase, the estimated calculated additional NEC demand load associated with the building is 1193 amps at 480V and 2753 amps at 208V. Therefore, at the schematic design level, a 1800 Amp, 480/277V or a 4000 Amp, 208/120, 3-phase, 4-wire electrical service is projected to feed the new building.
- Based on the overall building use and the associated electrical loading for mechanical option #3, at a distribution voltage of 480/277 or 208/120volts, 3-phase, the estimated calculated additional NEC demand load associated with the building is 857 amps at 480V and 1979 amps at 208V. Therefore, at the schematic design level, a 1200 Amp, 480/277V or a 3000 Amp, 208/120, 3-phase, 4-wire electrical service is projected to feed the new building.

The anticipated electrical density load estimates are as follows for **Alternative 1:**

LOAD TYPE	(VA/SF)
Mechanical Equipment (Option #1)	15.0
Mechanical Equipment (Option #2)	20.0
Mechanical Equipment (Option #3)	10.0
Interior Lighting	1
Exterior Lighting	1
General Purpose	4
Special Equipment	3
Total Demand Load (Option #1)	24 VA/SF
Total VA(Option #1)	372,000 VA
Amps @ 208V/3ph(Option #1)	1032 A
Amps @ 480V/3ph(Option #1)	447 A
Total Demand Load (Option #2)	29 VA/SF

Total VA(Option #2)	449,500 VA
Amps @ 208V/3ph(Option #2)	1248 A
Amps @ 480V/3ph(Option #2)	540 A
Total Demand Load (Option #3)	19 VA/SF
Total VA(Option #3)	294,500 VA
Amps @ 208V/3ph(Option #3)	817 A
Amps @ 480V/3ph(Option #3)	354 A

- The overall square footage for the Alternative #1 scope of work is 15,550 additional square feet to the base bid building.
- Based on the overall building use and the associated electrical loading for mechanical option #1, at a distribution voltage of 480/277 or 208/120volts, 3-phase, the estimated calculated additional NEC demand load associated with the addition is 447 amps at 480V and 1032 amps at 208V. Therefore, at the schematic design level, a 1800 Amp, 480/277V or a 4000 Amp, 208/120, 3-phase, 4-wire electrical service is projected to feed the overall building.
- Based on the overall building use and the associated electrical loading for mechanical option #1, at a distribution voltage of 480/277 or 208/120volts, 3-phase, the estimated calculated additional NEC demand load associated with the addition is 540 amps at 480V and 1248 amps at 208V. Therefore, at the schematic design level, a 2000 Amp, 480/277V and would not recommend a 208/120, 3-phase, 4-wire electrical service is to feed the overall building.
- Based on the overall building use and the associated electrical loading for mechanical option #3, at a distribution voltage of 480/277 or 208/120volts, 3-phase, the estimated calculated additional NEC demand load associated with the building is 354 amps at 480V and 817 amps at 208V. Therefore, at the schematic design level, a 1600 Amp, 480/277V or a 4000 Amp, 208/120, 3-phase, 4-wire electrical service is projected to feed the overall new building.

The anticipated electrical density load estimates are as follows for **Alternative 2:**

LOAD TYPE	(VA/SF)
Mechanical Equipment (Option #1)	10.0
Mechanical Equipment (Option #2)	16.0
Mechanical Equipment (Option #3)	7.0
Interior Lighting	1
Exterior Lighting	1
General Purpose	4
Special Equipment	3
Total Demand Load (Option #1)	19 VA/SF
Total VA(Option #1)	237,500 VA
Amps @ 208V/3ph(Option #1)	660 A
Amps @ 480V/3ph(Option #1)	286 A
Total Demand Load (Option #2)	25 VA/SF
Total VA(Option #2)	312,500 VA
Amps @ 208V/3ph(Option #2)	867 A

Amps @ 480V/3ph(Option #2)	376 A
Total Demand Load (Option #3)	16 VA/SF
Total VA(Option #3)	200,000 VA
Amps @ 208V/3ph(Option #3)	555 A
Amps @ 480V/3ph(Option #3)	240 A

- The overall square footage for the Alternative #2 scope of work is 12,500 separated square feet.
- Based on the overall building use and the associated electrical loading for mechanical option #1, at a distribution voltage of 480/277 or 208/120volts, 3-phase, the estimated calculated NEC demand load associated with the building is 286 amps at 480V and 660 amps at 208V. Therefore, at the schematic design level, a 400 Amp, 480/277V or an 800 Amp, 208/120, 3-phase, 4-wire electrical service is projected to feed the new building.
- Based on the overall building use and the associated electrical loading for mechanical option #2, at a distribution voltage of 480/277 or 208/120volts, 3-phase, the estimated calculated NEC demand load associated with the building is 376 amps at 480V and 867 amps at 208V. Therefore, at the schematic design level, a 600 Amp, 480/277V or a 1200 Amp, 208/120, 3-phase, 4-wire electrical service is projected to feed the new building.
- Based on the overall building use and the associated electrical loading for mechanical option #3, at a distribution voltage of 480/277 or 208/120volts, 3-phase, the estimated calculated NEC demand load associated with the building is 240 amps at 480V and 555 amps at 208V. Therefore, at the schematic design level, a 400 Amp, 480/277V or an 800 Amp, 208/120, 3-phase, 4-wire electrical service is projected to feed the new building.

The anticipated electrical density load estimates are as follows for **Alternative 3**:

LOAD TYPE	(VA/SF)
Mechanical Equipment (Option #1)	11.0
Mechanical Equipment (Option #2)	25.0
Interior Lighting	1
Exterior Lighting	1
General Purpose	4
Special Equipment	3
Total Demand Load (Option #1)	20 VA/SF
Total VA(Option #1)	112,800 VA
Amps @ 208V/3ph(Option #1)	313 A
Amps @ 480V/3ph(Option #1)	136 A
Total Demand Load (Option #2)	34 VA/SF
Total VA(Option #2)	191,760 VA
Amps @ 208V/3ph(Option #2)	532 A
Amps @ 480V/3ph(Option #2)	231 A

- The overall square footage for the Alternative #3 scope of work is 5,640 separated square feet.

- Based on the overall building use and the associated electrical loading for mechanical option #1, at a distribution voltage of 480/277 or 208/120volts, 3-phase, the estimated calculated NEC demand load associated with the building is 136 amps at 480V and 313 amps at 208V. Therefore, at the schematic design level, a 400 Amp, 480/277V or an 800 Amp, 208/120, 3-phase, 4-wire electrical service is projected to feed the new building.
- Based on the overall building use and the associated electrical loading for mechanical option #2, at a distribution voltage of 480/277 or 208/120volts, 3-phase, the estimated calculated NEC demand load associated with the building is 376 amps at 480V and 867 amps at 208V. Therefore, at the schematic design level, a 600 Amp, 480/277V or a 1200 Amp, 208/120, 3-phase, 4-wire electrical service is projected to feed the new building.

The anticipated electrical density load estimates are as follows for **Alternative 4:**

LOAD TYPE	(VA/SF)
Mechanical Equipment	8.0
Interior Lighting	1
Exterior Lighting	1
General Purpose	4
Special Equipment	3
Total Demand Load	17 VA/SF
Total VA	17,000 VA
Amps @ 208V/3ph	47 A
Amps @ 480V/3ph	20 A

- The overall square footage for the Alternative #4 scope of work is 1,000 separated square feet.
- Based on the overall building use and the associated electrical loading, at a distribution voltage of 480/277 or 208/120volts, 3-phase, the estimated calculated NEC demand load associated with the building is 20 amps at 480V and 47 amps at 208V. Therefore, at the schematic design level, a 60 Amp, 480/277V or an 100 Amp, 208/120, 3-phase, 4-wire electrical service is projected to feed the new building.

AE Design has based the anticipated loads on historical values from similar past projects as well as a high efficiency mechanical system sizing by the mechanical engineer as part of this SD process. AE Design will continue to monitor the anticipated electrical loading as the project moves through the design completion process and adjust the electrical service size accordingly.

Applicable Codes and Standards

The project is under the requirements of the City of Greeley, and that jurisdiction has adopted the following codes, with local amendments:

- 2021 International Building Code

- 2021 International Fire Code
- 2021 International Energy Conservation Code
- 2023 National Electrical Code
- City of Greeley Development Standards

Electrical Utility Connection

The local electrical utility provider for this project is Xcel Energy (800) 628-2121.

- Pad Mounted Utility Transformer is by: Utility Provider
- Primary conduit furnished and installed by: Utility Provider
- Secondary conduit furnished and installed by: Contractor
- Primary conductors furnished and installed by: Utility Provider
- Secondary conductors furnished and installed by: Contractor
- Connections of primary and secondary conductors at transformer: Utility Provider
- Trenching and backfilling on primary and secondary: Contractor
- Transformer pad furnished and installed by: Contractor

All costs for work described above to be performed by XCEL shall be billed to the new project number to be paid by the project owner. AE Design has sized the distribution gear and panelboards based upon the electrical density load estimates. In the event that loads realized during design differ from those estimated, the ampacity of the electrical equipment will be revised as necessary.

General Power Requirements

Given the schematic nature of the architectural design for the building, exact power device layout descriptions are premature. Therefore, the electrical contractor shall make basic assumptions in relation to the general power device layouts given similar building use types. The following is a list of special equipment requirements for designated areas noted below.

Base Building

- Commercial Kitchen
 - Receptacles for (1) dishwashers, (3) refrigerators / freezer, coffee maker, garbage disposal, and (2) microwaves
 - (1) 208V receptacles and (1) 120V receptacle for range
 - AC receptacles to all be on dedicated circuits.
 - Convenience receptacles throughout.
 - EPO pushbutton will be provided for shutdown of all gas-fed appliances.
 - Shunt trip connections to hood for appliances located under hood.
- Dining Room
 - (2) 4-plex outlets for TV (wired for telephone/cable/data)
 - Convenience receptacles throughout.
- Offices
 - 120V receptacle and tele/data connection at each potential desk location.

- Convenience receptacles throughout.
- Laundry Rooms
 - 120V GFCI receptacle for washing machines.
 - 208V receptacle for dryers (GFCI protected).
 - GFCI convenience receptacles throughout.
- Bathrooms
 - 120V GFI receptacle at each countertop.
- Dorms
 - 120V AFCI protected convenience receptacles.
- Exam Rooms
 - 120V GFI receptacle at each countertop.
 - Additional receptacles for equipment as needed.
- Living Rooms
 - (2) 4-plex outlets for TV (wired for telephone/cable/data)
 - Convenience receptacles throughout.
- Break Room
 - Receptacles for (1) dishwashers, (1) refrigerator / freezer, coffee maker, garbage disposal, and (1) microwave
 - (1) 208V receptacles and (1) 120V receptacle for range
 - AC receptacles to all be on dedicated circuits
 - 120V receptacle @ 6'-0" AFF for TV (wired for cable/data)
 - Convenience receptacles throughout.
- Partner Spaces
 - Anticipate (6) floor boxes
 - 120V receptacle @ 6'-0" AFF for TV (wired for cable/data)
 - Convenience receptacles throughout.
- Flex Spaces
 - Anticipate (2) floor boxes
 - 120V receptacle @ 6'-0" AFF for TV (wired for cable/data)
 - Convenience receptacles throughout.

Alternative #1

- Sleeping Rooms
 - 120V AFCI protected convenience receptacles.
- Living Rooms
 - (2) 4-plex outlets for TV (wired for telephone/cable/data)
 - Convenience receptacles throughout.
- Bathrooms
 - 120V GFI receptacle at each countertop.

Alternative #2

- Sleeping Rooms
 - 120V AFCI protected convenience receptacles.

Alternative #3

- Retail Space
 - Convenience receptacles throughout.

Alternative #4

- Kennel
 - Convenience GFCI receptacles throughout.

Lighting Systems Summary

Interior Lighting

To obtain a desirable energy efficient design, the selection and layout of lighting fixtures throughout the facility will minimize excess wattage by utilizing proper lamp selections, light levels, and control strategies. In general, LED sources will be utilized wherever possible to minimize the overall lighting watt/sf load as well as reducing maintenance costs. It is the intent of this design that no HID, incandescent, or fluorescent sources will be used. The lighting fixture package (materials only) should be estimated at \$10/sf.

Base Building

- Commercial Kitchen
 - Recessed 2x4 direct/indirect basket style LED fixtures
- Dining Room
 - Recessed 2x4 direct/indirect basket style LED fixtures
- Offices
 - Recessed 2x2 direct/indirect basket style LED fixtures
- Laundry Rooms
 - Surface/pendant mount linear LED luminaire
- Bathrooms
 - Surface mount LED vanity fixtures
 - Recessed LED downlights
 - Recessed (wet rated) LED downlights at showers
- Dorms
 - Surface mount semi-decorative LED fixture
- Exam Rooms
 - Recessed 2x4 direct/indirect basket style LED fixtures
- Living Rooms
 - Surface/pendant mount linear LED luminaire
- Break Room
 - Recessed 2x4 direct/indirect basket style LED fixtures
- Partner Spaces
 - Recessed 2x4 direct/indirect basket style LED fixtures
- Flex Spaces
 - Recessed 2x4 direct/indirect basket style LED fixtures

Alternative #1

- Sleeping Rooms
 - Surface mount semi-decorative LED fixture
- Living Rooms
 - Surface mount semi-decorative LED fixture
- Bathrooms
 - Surface mount LED vanity fixtures
 - Recessed LED downlights
 - Recessed (wet rated) LED downlights at showers

Alternative #2

- Sleeping Rooms
 - Surface mount semi-decorative LED fixture

Alternative #3

- Retail Space
 - Surface/pendant mount linear LED luminaire

Alternative #4

- Kennel
 - Surface/pendant mount linear LED luminaire

Exterior Lighting

In general, LED sources will be utilized wherever possible to minimize the overall site lighting load as well as reducing maintenance costs. It is the intent of this design that no HID, incandescent, or fluorescent sources will be used. For preliminary pricing associated with the site for this project, the electrical contractor shall base their anticipated labor costs with the tables below for exterior lighting fixture material-only and lighting control material-only costs:

EXTERIOR LIGHTING SUMMARY TABLE BASE BUILDING (MATERIAL COST ONLY)			
AREA	DESCRIPTION	QTY	LIGHTING TOTAL (\$)
BUILDING			
	WALL PACKS	12	\$ 6,000.00
DRIVE LANES & PARKING LOTS			
	SINGLE HEAD AREA LIGHTS	10	\$ 30,000.00
LIGHTING CONTROLS			
	ALLOWANCE	-	\$ 12,000.00
EXTERIOR LIGHTING AND CONTROLS TOTAL			\$ 48,000.00
EXTERIOR LIGHTING SUMMARY TABLE ALTERNATIVE 1 (MATERIAL COST ONLY)			
AREA	DESCRIPTION	QTY	LIGHTING TOTAL (\$)
BUILDING			
	WALL PACKS	4	\$ 2,000.00
EXTERIOR LIGHTING AND CONTROLS TOTAL			\$ 2,000.00

EXTERIOR LIGHTING SUMMARY TABLE ALTERNATIVE 2 (MATERIAL COST ONLY)			
AREA	DESCRIPTION	QTY	LIGHTING TOTAL (\$)
BUILDING			
	WALL PACKS	5	\$ 2,500.00
LIGHTING CONTROLS			
	ALLOWANCE	-	\$ 5,000.00
EXTERIOR LIGHTING AND CONTROLS TOTAL			\$ 7,500.00

EXTERIOR LIGHTING SUMMARY TABLE ALTERNATIVE 3 (MATERIAL COST ONLY)			
AREA	DESCRIPTION	QTY	LIGHTING TOTAL (\$)
BUILDING			
	WALL PACKS	6	\$ 3,000.00
DRIVE LANES & PARKING LOTS			
	SINGLE HEAD AREA LIGHTS	5	\$ 15,000.00
LIGHTING CONTROLS			
	ALLOWANCE	-	\$ 5,000.00
EXTERIOR LIGHTING AND CONTROLS TOTAL			\$ 23,000.00

EXTERIOR LIGHTING SUMMARY TABLE ALTERNATIVE 4 (MATERIAL COST ONLY)			
AREA	DESCRIPTION	QTY	LIGHTING TOTAL (\$)
BUILDING			
	WALL PACKS	4	\$ 2,000.00
LIGHTING CONTROLS			
	ALLOWANCE	-	\$ 2,000.00
EXTERIOR LIGHTING AND CONTROLS TOTAL			\$ 4,000.00

The specification and layout of all exterior luminaires shall comply with the City of Greeley exterior lighting requirements.

Emergency/Egress Lighting

All electrical/mechanical rooms shall be provided with emergency lighting in accordance with NFPA 70E and for safety considerations.

All emergency egress lighting spaces are anticipated to be provided along the path of egress to provide 1 fc average of emergency lighting for a duration of 90 minutes.

New exit signs shall be provided along the path of egress, circuited to the nearest lighting circuit, ahead of any local switching, including replacement of existing within scope areas.

Emergency Lighting is anticipated to be provided via the following approach:

- Fixtures shall be provided with integral emergency battery packs where possible. Otherwise, surface mounted frog-eye style fixtures shall be used (generally in back of house areas). Emergency battery packs shall utilize 1400 lumen output packages minimum.

2021 International Energy Conservation Code Lighting Control Requirements

Per the requirements of the 2021 International Energy Conservation Code, an overall building lighting control system will be required to meet the following prescriptive design requirements.

Occupant Sensing Control Devices

Occupant sensing lighting controls shall be provided in the following area types:

Conference/meeting/multipurpose rooms, Copy/print rooms, Lounges/breakrooms, Enclosed offices, Restrooms, Storage rooms, Locker rooms, and Corridors. Each space shall be required to:

- Automatically turn controlled lighting off after 20-minutes of vacancy.
- Operate as manual on OR controlled to automatically turn lighting to not more than 50-percent power.
- Provide a manual control to allow occupants to turn lights off.
- Exception: Fully automatic-on controls with no manual controls shall be permitted in corridors, interior parking areas, stairways, restrooms, locker rooms, lobbies, library stacks, and areas where manual operation would endanger occupant safety or security
- Exception: For areas with specific application control requirements including: Display/Accent areas, lighting display cases, supplemental task lighting including under-shelf or under-cabinet lighting, lighting that is for sales or demonstration in lighting education, and display lighting for exhibits in galleries, museums, and monuments that is in addition to the general lighting.
- Each area of the building that is not provided with occupant sensor controls shall be provided with automatic time-switch controls, with the following exceptions:
 - Luminaires are required to have specific application controls.
 - Spaces where patient care is directly provided.
 - Spaces where automatic shutoff would endanger occupant safety or security.
 - Lighting intended for continuous operation.
 - Shop and laboratory classrooms.

Automatic Time Switch Control Devices

Automatic time switch controls shall be installed to control lighting in all areas of the building. Each space provided with time-switch controls shall be provided with a manual control for light reduction. The Automatic Time Switch control device shall include an override switch complies with the following:

- Has a minimum 7-day clock and be capable of being set for seven different day types per week.
- Incorporate an automatic holiday "shut-off" feature, which turns off all controlled lighting loads not fewer than 24 hours and then resumes normal scheduled operation.
- Has program backup capabilities, which prevent the loss of program and time settings for not fewer than 10 hours, if power is interrupted.
- Readily accessible and is located such that a person using the device can see the lights or the area that the override controls.
- Is manually operated and controls an area not exceeding 5,000 square feet.
- Allows the lighting to remain on for no more than 2-hours when the override has been initiated.

Exceptions: Emergency Egress Lighting, and lighting in spaces controlled by occupancy sensors.

Light Reduction Controls

Each space required to have a manual control also shall also provide means to allow the occupant to reduce the connected lighting load in a reasonably uniform illumination pattern by

at least 50 percent. Light reduction control requirements shall not be warranted for any of the following:

- Areas that have only one luminaire.
- Areas that are controlled by an occupancy sensing device.
- Corridors, storerooms, restrooms, or public lobbies.
- Areas that use less than 0.45W per square foot.

Daylight Responsive Controls

Where required by the 2021 IECC, daylight responsive controls shall be provided within each space for control of lights in that space and shall comply with the following:

- Lights in top-lit zones shall be controlled independently of lights in side-lit zones.
- Where located in offices, classrooms, laboratories, daylight responsive controls shall dim lights continuously from full light output to 15 percent of full light output or lower.
- Lights in side-lit zones facing different cardinal orientations shall be controlled independently of each other.

Egress Lighting in Zones with On/Off and/or Dimming Controls

Where egress lighting fixtures are part of control zones that include on/off and/or dimming controls, the controls and circuitry shall be configured to activate the fixtures to ON and return to full output upon loss of normal power and activation of emergency life safety branch of standby power system. Provide UL listed switching and control devices as required to meet IBC, NEC and IECC requirements.

Automatic Receptacle Control

At least 50 percent of all 125V, 15- and 20-amp receptacles installed in enclosed offices, conference rooms, rooms used primarily for copy or print functions, breakrooms, classrooms, and individual workstations, including those installed in modular partitions and module office workstation systems. At least 25 percent of branch circuit feeders installed for modular furniture not shown on the construction documents.

Building Lighting Control System

The facility's lighting control systems shall be made up of a combination of individual space occupant sensing devices working in tandem with a building lighting control system to meet the code requirements of the International Energy Conservation Code for overall reduction of lighting power usage.

The lighting controls for individual spaces shall consist of wall and ceiling mounted individual dual technology (Infrared/Ultrasonic) Vacancy Type occupant sensors to control all non-public spaces such as offices, storage areas, administrative areas, break rooms, and equipment rooms. Wall mounted vacancy sensors shall be operated with a "Manual-On, 15-minute Auto-Off" setting. Wall and Ceiling mounted occupancy sensors shall operate with an "Auto-On, 15-minute Auto-Off" setting.

All lighting in the remaining public areas of the building shall be controlled by a building wide networked lighting control system. All public area lighting circuits are to be routed through the building lighting control panel or interface for complete building automation capabilities. This system allows for timed switching where appropriate, as well as provide manual control/override for individual spaces from programmable digital low voltage push button switches.

Light Reduction Controls

- In areas where occupancy sensing devices are used to meet the requirement for automatic time switch control, additional control devices such as localized toggle or dimmer switches will be provided for areas as determined by the design team.
- In areas where networked based zones are being used to meet the requirement for automatic time switch control, additional control devices, such as localized toggle or dimmer switches, will be provided for areas as set forth in the Code.

Daylight Responsive Controls

Where required by the International Energy Conservation Code, daylight responsive controls shall be provided within each space for control of lights in that space. The building exterior lighting shall be controlled using load controllers included as part of the building wide lighting control distributed networked system. All building mounted decorative and the parking lot/site pedestrian area luminaires shall be scheduled to be ON at full output from sunset to one hour before close of business. Curfew lighting shall reduce lighting levels to 30% output after business hours to provide safety lighting. All building mounted and parking area security luminaires shall be scheduled to dim up to full output at one hour before prior to start of business.

Mechanical Systems - Electrical Coordination

The main mechanical system shall be fully designed during the plan creation process. Refer to Mechanical Narrative for preliminary information.

Base Bid Mechanical Option #1

- One (1) 30-ton gas fired roof top unit
- One (1) 40-ton gas fired roof top unit
- Three (3) 2kW electric re-heat terminal units
- Three (3) 4kW electric re-heat terminal units
- Four (4) 5kW electric re-heat terminal units
- Five (5) 7kW electric re-heat terminal units
- Two (2) 15kW electric re-heat terminal units

Base Bid Mechanical Option #2

- One (1) 30-ton roof top unit with a 90kW electric resistance heater
- One (1) 40-ton roof top unit with a 102kW electric resistance heater
- Three (3) 2kW electric re-heat terminal units
- Three (3) 4kW electric re-heat terminal units
- Four (4) 5kW electric re-heat terminal units
- Five (5) 7kW electric re-heat terminal units

- Two (2) 15kW electric re-heat terminal units

Base Bid Mechanical Option #3

- Three (3) nominal 28-ton outdoor DX heat pump condensing units.
- Three (3) branch controller boxes
- One (1) Dedicated Outdoor Air System (DOAS) unit with 70KW electric resistance heater.
- Three (3) 15MBH FCUs
- Three (3) 24MBH FCUs
- Four (4) 30MBH FCUs
- Five (5) 48MBH FCUs
- Two (2) 96MBH FCUs

Base Bid Common to All Options

- The electrical room in the base building shall be served by a nominal 2-ton individual split heat pump system.
- Five (5) new 2kW heavy-duty, wall-mounted electric unit heaters provided in the ADA entrance, the main entry vestibule, the pest/decontamination entry room, the water entry room, and the staff entry. The unit heaters shall be provided with integral circuit breakers.
- Two (2) new 3kW heavy-duty, wall-mounted electric unit heaters provided in the storage rooms adjacent to the dorm rooms, shall be provided with integral circuit breakers.
- One (1) new 5kW heavy-duty, wall-mounted electric unit heater provided in the bus stop area. The unit heater shall be provided with integral circuit breaker.
- Three (3) new 7.5kW electric unit shall be provided in the men's and women's restrooms and in the mechanical rooms. The unit heaters shall be provided with disconnects furnished by the electrical contractor.
- The commercial kitchen shall be provided with a 12-foot commercial kitchen hood served by a commercial kitchen, grease-rated, upblast exhaust fan providing approximately 3,000cfm of exhaust. The kitchen will be served by a DX and indirect gas-fired approximately 2,400cfm Make-Up Air Unit. The kitchen hood, exhaust fan, and make-up air unit shall all be interlocked to all other required components as required for a fully integrated system.
- The Dining Room shall be provided with 7.5-ton RTU.
- Two (2) roof-mounted, exhaust fans providing for each of the larger public restrooms. There shall be ten (10) ceiling-mounted exhaust fans to serve the individual restrooms.

Alternative #1 Mechanical Option #1

- Two (2) 20-ton gas-fired Roof Top Units
- Fourteen (14) 5kW electric re-heat terminal units
- Two (2) 15kW electric re-heat terminal units

Alternative #1 Mechanical Option #2

- Two (2) 20-ton gas-fired Roof Top Units with 72kW electric resistance heaters
- Fourteen (14) 5kW electric re-heat terminal units
- Two (2) 15kW electric re-heat terminal units

Alternative #1 Mechanical Option #3

- Two (2) nominal 28-ton outdoor DX heat pump condensing units
- Two (2) branch controller boxes

- One (1) Dedicated Outdoor Air System (DOAS) unit with 35KW electric resistance heater.
- Fourteen (14) 24MBH FCUs
- Two (2) 96MBH FCUs

Alternative #1 Common to All Options

- The electrical room in the base building shall be served by a nominal 2-ton individual split heat pump system.
- Three (3) new 2kW heavy-duty, wall-mounted electric unit shall be provided in the mechanical room, the storage room, and the janitor's closet. The unit heaters shall be provided with integral circuit breakers.
- Five (5) new ceiling-mounted exhaust fans shall be provided in the janitor's closet and in the four (4) restrooms.

Alternative #2 Mechanical Option #1

- One (1) 20-ton gas-fired Roof Top Unit
- Fifteen (15) 3kW electric re-heat terminal units
- One (1) 6kW electric re-heat terminal unit

Alternative #2 Mechanical Option #2

- One (1) 20-ton gas-fired Roof Top Unit with 72KW electric resistance heater
- Fifteen (15) 3kW electric re-heat terminal units
- One (1) 6kW electric re-heat terminal unit

Alternative #2 Mechanical Option #3

- One (1) nominal 28-ton outdoor DX heat pump condensing units
- One (1) branch controller box
- Fifteen (15) 24MBH FCUs
- One (1) 30MBH FCU

Alternative #2 Common to All Options

- Fifteen (15) new ceiling mounted exhaust fans shall be provided for each rentable room to serve the restroom.

Alternative #3 Mechanical Option #1

- Four (4) 5-ton gas-fired Roof Top Units

Alternative #3 Mechanical Option #2

- One (4) 5-ton gas-fired Roof Top Unit with 20KW electric resistance heaters

Alternative #4

- One (1) 3-ton individual split heat pump system

EC shall provide all 120V control wiring. All exterior located disconnect switches for mechanical system connections shall NEMA-3R rated. EC shall provide weatherproof 120V, GFI convenience receptacles within 25LF of all rooftop air conditioning equipment. EC shall provide duct smoke detection for all return air mechanical systems equal to 2,000CFM or greater, and for all supply air mechanical systems equal to 15,000CF or greater.

Fire Alarm System

The fire alarm system shall be a completely new, fully addressable, tonal type fire alarm system for the building per NFPA requirements. The system initiation devices shall include a pull station at the fire alarm control panel; duct detection per the requirement of the applicable mechanical codes; smoke / thermal detection at the fire alarm panel, elevator lobbies, elevator machine rooms, and graphic LED annunciator; and flow and tamper switches monitored by a central fire alarm panel and remote fire alarm annunciator. Notification devices shall include tonal audible and visual notification devices and shall be located per NFPA 72 and the Americans with Disabilities Act.

Voice/Data and Cable Systems

It is anticipated that the low voltage voice/data and cable systems distribution will utilize a centrally located Main Telephone Terminal Board (MTTB). MTTB is anticipated to be approximately a 4'x8' wall space, located in the electrical room.

At each low voltage telecom drop location, the electrical contractor shall provide a 4-inch square, 2-1/8-inch-deep box with a 1-gang reducing mud-ring. The electrical contractor shall provide a 1-inch conduit with pull wire from each telecom box to stub out at nearest accessible ceiling and bush end. For all drop locations where cabling run is exposed or accessible ceiling is not available between drop connections telecommunication room, electrical contractor shall provide 1-inch conduit for entire run length.

The structured cabling contractor shall provide a full buildout of each telecommunications space as well as provide and install all horizontal and backbone cabling required for voice/data and CATV systems. The structured cabling Contractor shall install all cables and appropriate jacks, make terminations, and test all connections. For budget pricing purposes, the following are the anticipated requirements of the structured cabling system:

- New Utility connection conduits from the MDF to the site demarcation point at the utility connection point. Assume (2) 4-inch conduits routed approximately 500ft.
- The telecommunication room shall be built out to receive racks (as defined above), ladder rack that routes the perimeter of the room and routes over the racks, (4) 4-inch penetrations for horizontal cabling, and full coordination with special systems to allocate space for wall mounted and rack mounted special system equipment.
 - MDF: (1) 208V/20A receptacle and (1) 120V/20A Quad above each rack
- Fiber termination panels shall be located in each telecommunication space for network tie-in and distribution.
- Low voltage cabling shall terminate in patch panels located in floor mounted equipment rack(s) located within the MDF.
- The building horizontal cabling is anticipated to be Category 6 U/UTP CMP rated.
 - WAPs shall receive two (2) CAT6A U/UTP CMP cables.
- CATV cabling is anticipated to be coaxial type RG6, plenum rated.

- RJ45 and RG-6 F-Type jacks will be required at cable termination locations.
- Cable management is anticipated to consist of conduit in all exposed and non-accessible ceilings and shall be provided by the electrical contractor.
- The specification and installation of active networking components (such as switches, firewall, network headend, WAPs, etc.) required for the operation of phone, structured cabling, and building network systems is not included and is anticipated to be specified and provided by the Owner.
- Data outlet locations needed by other systems and contractors (such as BAS, FACP, etc.) shall be defined in the drawing package. Further in-field coordination is required for final installation location and tie-in.

Commissioning (CxA)

Commissioning of the Lighting and Lighting controls systems shall be provided throughout the design and construction process. Development and coordination of the execution of design review and a functional testing plans, as well as the review and observation of document performance shall be completed throughout the design and construction process. Review of the design concept, design criteria, compliance with codes, as well as coordination review for construction scheduling, cost estimating, and construction management shall be completed by the CxA.

As part of the commissioning plan, the following electrical systems shall be commissioned (Fundamental IECC Commissioning):

- Lighting Fixtures
- Lighting Controls

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Opinion of Probable Cost

The information included in the sections above were provided to a third-party cost estimator for the creation of an opinion of probable cost which has been included as Appendix E, Opinion of Probable Cost. A summary of that document is included within this section.

Total Construction Cost vs Total Project Cost

A key component of planning for a construction project is breaking down the components of what is included in a project budget. The opinion of probable cost only includes what is known as "hard costs" or total construction costs. These costs are generally the material and labor costs to bring a contractor to the site and construct the building. What is not included in that number are "soft costs" or the cost of designing and occupying the structure. These costs can include geotechnical testing, survey work, hazardous material testing, inspections, project management, furniture, fixtures, equipment, and design costs.

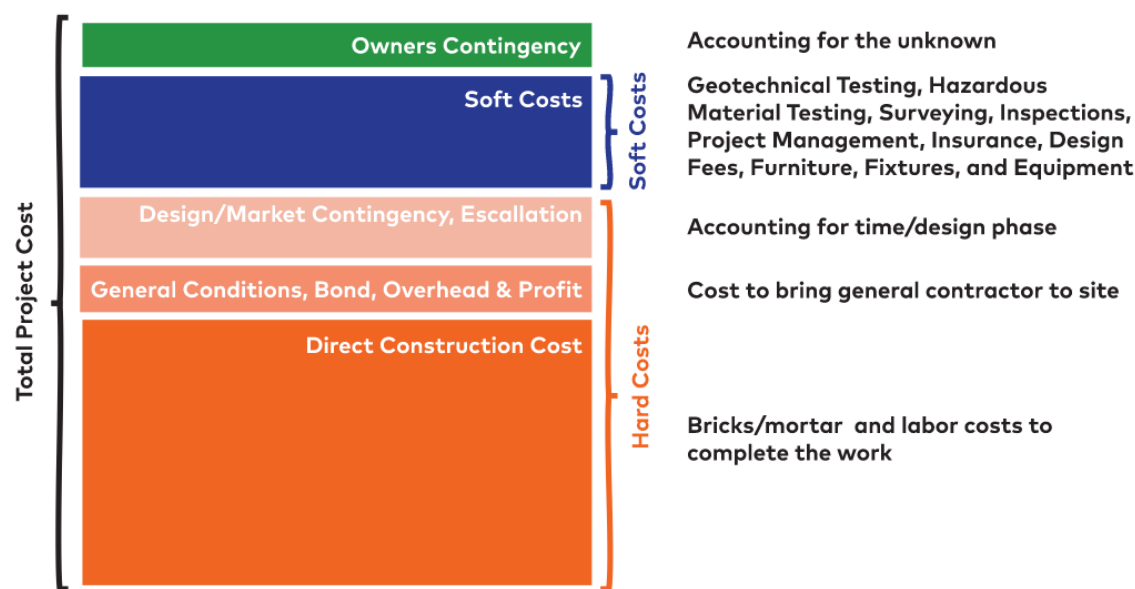


Figure 18 - Total Project Cost Breakdown

Opinion of Probable Project Cost by Alternative

At this stage of design it is anticipated that soft costs will be approximately 15-30% of total construction costs depending on the building. Beyond this set of soft costs an owners contingency has been assumed at 10% to either mitigate unforeseen complications or take advantage of opportunities that arise during the course of the project. A summary of the opinion of probable cost is shown below:

		Total Project Cost	Total Const. Cost	Total Soft Cost	%	Notes	Owner Contingency (10%)
Base Bid	Main Building with Congregate Sleeping Spaces & Site Improvements	\$19,880,000	\$14,200,000	\$4,260,000	30%	Includes dormitory sleeping spaces, public & staff spaces & commercial kitchen	\$1,420,000
Alt 1	Non-Congregate Building	\$9,856,000	\$7,040,000	\$2,112,000	30%	Private rooms & common areas	\$704,000
Alt 2	Rental Unit Building	\$5,740,000	\$4,100,000	\$1,230,000	30%	Studio Apartments	\$410,000
Alt 3	Mixed-Use Building	\$1,937,500	\$1,550,000	\$232,500	15%	Core & Shell Only	\$155,000
Alt 4	Kennel & Dog Run	\$120,000	\$100,000	\$10,000	10%	Prefabricated Structure	\$10,000
Total		\$37,533,500					

Figure 19 - Opinion of Total Project Cost

These costs can be evaluated in the following way

Item	Cost per Square Foot (SF)
Base Bid: Main Building with Congregate Sleeping	\$400/SF
Base Bid: Site Improvements	\$7.5/SF
Alternative 1: Non- Congregate Sleeping Rooms	\$450/SF
Alternative 2: Rental Unit Building	\$525/SF
Alternative 3: Mixed-use Building	\$275/SF

Figure 20 - Alternative Cost Per Square Foot

The cost per bed can be evaluated as a relationship between cost per square foot and the total area of the sleeping area. The cost per square foot does include a proportional share of supporting spaces however it may be possible to increase the number of rooms in a more cost-effective manner with thoughtful layout, finish selection, and arrangement of supporting elements. This evaluation does allow for the comparison between the sleeping configurations as they relate to each other:

Configuration	Calculation	Total/Bed
Single Bed Dorm	85 SF/Bed x \$400/SF	\$34,400/Bed
Bunk Bed Dorm	43 SF/Bed x \$400/SF	\$17,200/Bed
Private Room	100SF/Bed x \$450/SF	\$45,000/Bed

Figure 21 - Estimate Cost per Bed by Configuration

Next Steps

With the creation of this report the City is able to mix and match elements included as the stakeholder team continues to explore the anticipated need, supporting services, and desired elements for the project.

Some recommended next steps include:

1. Conduct stakeholder discussions on priority demographic targets and what diversion strategies might be available to minimize the size of the facility.
2. Conduct a prioritization effort to refine and define what would be necessary to include in a phase 1 construction effort. Key questions to resolve include:
 - a. Total number of beds desired.
 - b. Type of sleeping configuration desired.
3. Continue to investigate potential site opportunities.
4. Complete preliminary negotiations with the Greeley Holdings site to determine if terms can be reached for a built-to-suit model.

Questions for additional discussion

With the opinion of probable cost in-hand, and the needs assessment further developed and discussed several key questions should be resolved:

1. Do we want a mixed-use component? Are there service partners to serve the mixed-use?
2. Is the decision to provide a single-story building the correct one? Are there other sites that are more viable that would require an elevator?
3. Does the ratio of congregate housing versus non-congregate housing still hold true?
4. Should the facility incorporate a kennel?
5. Should the site provide a safe parking area for individuals experiencing homelessness but who still have a vehicle?

Appendix

FEMA FIRM Exhibits

City of Greeley Utility Mapping

Environmental Record Report

Preferred Alternative Supplement

Civil - Utility Exhibit

Kitchen - Foodservice Guidelines

Structural - Conceptual Site Plan

Opinion of Probable Cost

Stakeholder Meeting Minutes

HUD HOME ARP Allocation Plan Amendment

Deb Callies, Housing Director
City Council Meeting - July 15, 2025



Agenda



- HOME ARP Allocation Plan Purpose
- What's Happened. . .
- HOME ARP Allocation Plan Original & Amended Comparison
- Purpose: Resolution Approval

Purpose: HOME ARP Allocation Plan

Funding Source:

- The HOME ARP program is funded through the American Rescue Plan Act of 2021 and is administered by the U.S. Department of Housing and Urban Development (HUD).

Program Goal:

- The overarching goal of HOME ARP is to reduce homelessness and improve housing stability for vulnerable populations by providing a range of housing and supportive services.

What's happened since original plan?

City awarded \$1,259,235 for non-congregate shelter (homeless shelter) development.

Homeless shelter feasibility study- predevelopment expense awarded \$405,317

- Sources of funds for shelter not secured, therefore decision made to re-allocate funds for alternate use

Homeless Solutions Department secured “Transformational Homelessness Response” (THR) grant from State of Colorado. Staff determined grant match funds were the immediate need:

- \$3,421,400 grant from Department of Local Affairs (DOLA) to prevent or end individuals' homelessness as efficiently and effectively as possible
- 25% matching funds (\$855,350) for tenant based rental assistance and supportive services

Lastly, HUD calculation error of \$1,684.00 in our favor

Allocation Plan Comparison

HOME ARP Allocation Plan	Original Allocation Plan	Amended Allocation Plan
Additional Allocation Amount- HUD calculation error	\$ -	\$ 1,684

HOME ARP Allocation Plan	Original Allocation Plan	Amended Allocation Plan	Percent of the Grant	Statutory Limit
Supportive Services		\$ 318,000		
Acquisition and Development of Non-congregate Shelters - Feasibility Study	\$ 1,259,235	\$ 405,317		
Tenant Based Rental Assistance (TBRA)		\$ 537,350		
Administration and Planning	\$ 222,218	\$ 222,470	15%	15%
Total HOME ARP Allocation	\$ 1,481,453	\$ 1,483,137		

Recommendations

The City recommends adopting the resolution to amend the HOME ARP Allocation Plan leveraging state grant funds and serving community needs through homelessness supportive services and tenant-based rent assistance.

Thank you





Council Agenda Summary

July 15, 2025

Key Staff Contact: Deb Callies, Housing Director

Title:

Public hearing and resolution approving the amended 2024 Annual Action Plan for the proposed Community Development Block Grant Budget, as an annual component of the consolidated plan

Summary:

The 2024 Annual Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) HUD entitlement programs was initially approved by City Council in late 2023 and approved by HUD in late 2024. During that time the Housing Solutions Department worked with HUD to develop a timeliness spending plan since the City's balance of funds available in those programs had not all been allocated to projects.

The 2024 Annual Action Plan amendment makes changes to the action plan in order to fulfill the timeliness plan and to fulfill the changes to the HOME ARP Allocation Plan. All activities proposed in the amendment are eligible activities according to funding program regulations as well as to the 2020-2024 HUD Consolidated Plan for the City of Greeley. All projects awarded funds in the amendment submitted an application to the Housing Solutions Department prior to the 2024 fund year. The Amendment has been presented to the Housing for All Advisory board - approved unanimously to support the HUD 2024 Annual Action Plan amendment.

Staff request council adopts the resolution to amend the 2024 HUD Annual Action Plan: CDBG and HOME allocating all entitlement funds to fulfill timeliness obligations and additional HOME ARP allocation plan activities.

Fiscal Impact:

If approved, will this item result in

Positive Impact:

- Is it budgeted? Yes.
- Does it require a new appropriation? Yes
- Are there any long-term financial impacts? No

Is there grant funding for this item? Yes

Does this action have potential long-term fiscal implications? No

Legal Issues:

Consideration of this matter is a legislative process which includes the following public hearing steps:

1. City staff presentation (if requested)
2. Council questions of staff
3. Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4. Council discussion
5. Council decision

Other issues and Considerations:

Strategic Focus Area:

Housing For All

Decision Options:

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 35, 2025 with Appendix A
2. Item 23 - Presentation

CITY OF GREELEY, COLORADO
RESOLUTION NO. 35, 2025

**A RESOLUTION APPROVING THE AMENDED 2024 ANNUAL ACTION PLAN FOR
THE PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET, AS AN
ANNUAL COMPONENT OF THE CONSOLIDATED PLAN**

WHEREAS, the City of Greeley is eligible to participate in the Community Development Block Grant (CDBG) and HOME Investment Partnership programs, an initiative of the Federal Department of Housing and Urban Development; and

WHEREAS, an application for assistance from the CDBG and HOME programs require the preparation and adoption of an annual “Action Plan” to implement the identified priorities and goals of the 5 Year Consolidated Plan; and

WHEREAS, the City of Greeley also received HOME-ARP funds and needs to amend the purpose and distribution of the funds in the 2024 Annual Action Plan; and

WHEREAS, after receiving the appropriate citizen input and public participation, drafts of the Amended 2024 Annual Action Plan have been devised with budgets and identification of specific activities to be undertaken.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GREELEY,
COLORADO:**

Section 1. That the amended 2024 Annual Action Plan, attached in Appendix A, is adopted to address the community development needs identified in the City’s Consolidated Plan.

Section 2. This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____,
2025.**

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

Appendix A
AMENDED 2024 ANNUAL ACTION PLAN

City of Greeley, CO Substantial Amendment: 2024 Annual Action Plan

The primary purpose of this amendment to the 2024 Annual Action Plan is to account for all changes made to the action plan to satisfy the City of Greeley's timeliness plan required by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) timeliness regulation.

The amendment details the differences between the 2024 Annual Action Plan that was out for public comment and approved by City Council on October 17, 2023, versus the 2024 Annual Action Plan that was approved by HUD to satisfy the timeliness regulation. This amendment demonstrates the continued alignment among the needs analysis, data research, professional consultation, and public participation as initially submitted and approved by the City of Greeley City Council and the HUD field office.

CDBG Funding Allocation Comparison

2024 CDBG Annual Action Plan Amendment			
CDBG Resources	Original AAP	New AAP	Difference
CDBG Entitlement	\$ 840,000.00	\$ 840,613.00	\$ 613.00
Program Income	\$ 60,000.00	\$ 60,000.00	\$ -
Prior year Resources	\$ 1,127,220.00	\$ 59,857.50	\$ (1,067,362.50)
Total Resources	\$ 2,027,220.00	\$ 960,470.50	\$ (1,066,749.50)

Changes noted in CDBG resources are increased prior year resources in order to allocate all CDBG funds held by the City of Greeley to satisfy the timeliness spending HUD regulation. Additionally, when City Council initially approved the 2024 Annual Action Plan, the actual dollar amount of FY2024 was not known. This is noted as the difference in entitlement funds.

CDBG Annual Goals & Objectives	Original AAP	New AAP	Difference
Administration of Grants	\$ 168,000.00	\$ 168,000.00	\$ -
Property Acquisition SF Housing	\$ 120,000.00	\$ -	\$ (120,000.00)
Property Acquisition MF Housing	\$ 857,220.00	\$ 54,805.30	\$ (802,414.70)
MF Housing Rehab	\$ 150,000.00	\$ -	\$ (150,000.00)
Public Services- Housing Related	\$ 44,370.00	\$ 44,370.00	\$ -
Public Improvements Infrastructure	\$ 557,630.00	\$ 557,630.00	\$ -

Public Improvements Speed Signs	\$ 45,000.00	\$ 45,000.00	\$ -
Property Conditions- Clean Up	\$ 15,000.00	\$ 15,000.00	\$ -
Public Services- Non Housing	\$ 55,000.00	\$ 75,665.65	\$ 20,665.65
Total Goals & Objectives	\$ 2,012,220.00	\$ 960,470.95	\$ (1,051,749.05)
CDBG Projects	Original AAP	New AAP	Difference
CDBG Administration	\$ 168,000.00	\$ 168,000.00	\$ -
Acquisition/Infrastructure SF Housing	\$ 120,000.00		\$ (120,000.00)
Acquisition/Infrastructure MF Housing	\$ 857,220.00	\$ 54,805.30	\$ (802,414.70)
MF Rehab loans/Grants	\$ 150,000.00	\$ -	\$ (150,000.00)
Catholic Charities- Guadalupe Ctr	\$ 20,000.00	\$ 20,000.00	\$ -
Greeley Transitional House	\$ 14,063.00	\$ 14,063.00	\$ -
A Woman's Place	\$ 10,307.00	\$ 10,307.00	\$ -
Public Works- Sidewalks Infrastructure	\$ 557,630.00	\$ 557,630.00	\$ -
Public Works- School Radar Speed Signs	\$ 45,000.00	\$ 45,000.00	\$ -
Public Works Parkway Tree Planting	\$ 15,000.00	\$ -	\$ (15,000.00)
Public Works Clean Up Weekend	\$ 15,000.00	\$ 15,000.00	\$ -
United Way Cold Weather Shelter	\$ 40,000.00	\$ 60,665.65	\$ 20,665.65
Senior Resource Services 60+ Rides	\$ 15,000.00	\$ 15,000.00	\$ -
Total Projects	\$ 2,027,220.00	\$ 960,470.95	\$ (1,066,759.05)

Changes noted in CDBG annual goals and objectives, and projects list, are to re-allocate all TBD activities to actual projects to satisfy the timeliness spending HUD regulation. The tree planting project was cancelled by Public Works due to an alternative funding source they had to complete that project.

HOME & HOME ARP Funding Allocation Comparison

2024 HOME & HOME ARP Annual Action Plan Amendment			
HOME Resources	Original AAP	New AAP	Difference
HOME Entitlement	\$ 300,000.00	\$ 373,292.31	\$ 73,292.31

HOME ARP Recalculation	\$ -	\$ 1,684.00	\$ 1,684.00
Program Income	\$ 5,000.00	\$ 60,000.00	\$ 55,000.00
Prior year Resources (HOME and HOME ARP)	\$ 1,082,223.00	\$ 2,771,676.95	\$ 1,689,453.95
total resources*	\$ 1,387,223.00	\$ 3,206,653.26	\$ 1,819,430.26

*(total was incorrectly calculated in original AAP as \$1,521,400)

Changes noted in HOME resources are to account for all HOME funds held from previous years, as well as the additional funds HUD recently sent due to an initial allocation error. The program income increase is to more accurately project possible program income that the City could receive during the year.

HOME & HOME ARP Annual Goals & Objectives	Original AAP	New AAP	Difference
Administration of Grants	\$ 30,000.00	\$ 37,329.00	\$ 7,329.00
Property Acquisition SF Housing	\$ 330,000.00	\$ 2,312,290.03	\$ 1,982,290.03
Property Acquisition MF Housing	\$ 1,027,223.00	\$ -	\$ (1,027,223.00)
Tenant Based Rental Assistance	\$ -	\$ 855,350.00	\$ 855,350.00
total goals & objectives	\$ 1,387,223.00	\$ 3,204,969.03	\$ 1,817,746.03

HOME & HOME ARP Projects	Original AAP	New AAP	Difference
HOME Administration	\$ 30,000.00	\$ 37,329.00	\$ 7,329.00
Habitat for Humanity Homeownership	\$ 330,000.00	\$ 1,300,000.00	\$ 970,000.00
TBD Rental Project	\$ 1,027,223.00	\$ -	\$ (1,027,223.00)
Homeless Solutions- State THR Grant Match: TBRA	\$ -	\$ 855,350.00	\$ 855,350.00
Acquisition SF Housing (allocated in 2025 AAP)		\$ 1,012,290.00	\$ 1,012,290.00
total projects	\$ 1,387,223.00	\$ 3,204,969.00	\$ 1,817,746.00

Changes noted in the HOME annual goals and objectives, and project list, is to re-allocate any TBD activity funding to actual project allocations. This re-allocation also represents the expanded activities the HOME ARP Allocation Plan Substantial Amendment allows specifically the tenant-based rent assistance (TBRA) activity through the City of Greeley Homeless Solutions Department.

HUD 2024 Annual Action Plan Amendment

Deb Callies, Housing Director
City Council Meeting - July 15, 2025



Agenda



- 2024 Annual Action Plan Purpose
- What's Happened
- 2024 Annual Action Plan Original & Amended Comparison
- Purpose: Resolution Approval

Purpose: 2024 Annual Action Plan

Funding Sources:

- Community Development Block Grant (CDBG) and HOME Investment Partnership Fund (HOME) entitlement programs administered by the U.S. Department of Housing and Urban Development (HUD).

Program Goals:

- Designed to improve communities, with a primary focus on creating affordable housing and expanding economic opportunities for low- and moderate-income individuals. CDBG provides grants for a wide range of community development activities, while HOME focuses on providing affordable housing opportunities.

What's Happened Since Original Plan?

Prior years funding balances not allocated in Greeley CDBG and HOME programs

"Timely performance" means compliance with the requirement that a CDBG Entitlement grantee must carry out its program in a timely manner, as measured by the rate of expenditure of funds from the grantee's Line of Credit (LOC). A CDBG Entitlement grantee, in accordance with the CDBG regulations at 24 CFR 570.902, must have a balance no greater than one and one-half (1.5) times its annual grant remaining in the Line of Credit, 60 days prior to the end of the program year. HUD has a longstanding policy of reducing the next year's grant allocation of a grantee that continues to be untimely.

Homeless Solutions Department secured "Transformational Homelessness Response" (THR) grant from State of Colorado

- \$3,421,400 grant from Department of Local Affairs (DOLA) to prevent or end individuals' homelessness as efficiently and effectively as possible
- 25% matching funds for tenant based rental assistance and supportive services

2024 Annual Action Plan Comparison

CDBG Projects	Original AAP	New AAP	Difference
CDBG Administration	\$ 168,000	\$ 168,000	\$ -
Acquisition/Infrastructure SF Housing	\$ 120,000		\$ (120,000)
Acquisition/Infrastructure MF Housing	\$ 857,220	\$ 54,805.30	\$ (802,414.70)
MF Rehab loans/Grants	\$ 150,000	\$ -	\$ (150,000)
Catholic Charities - Guadalupe Ctr	\$ 20,000	\$ 20,000	\$ -
Greeley Transitional House	\$ 14,063	\$ 14,063	\$ -
A Woman's Place	\$ 10,307	\$ 10,307	\$ -
Public Works - Sidewalks Infrastructure	\$ 557,630	\$ 557,630	\$ -
Public Works - School Radar Speed Signs	\$ 45,000	\$ 45,000	\$ -
Public Works - Parkway Tree Planting	\$ 15,000	\$ -	\$ (15,000)
Public Works - Clean Up Weekend	\$ 15,000	\$ 15,000	\$ -
United Way Cold Weather Shelter	\$ 40,000	\$ 60,665.65	\$ 20,665.65
Senior Resource Services 60+ Rides	\$ 15,000	\$ 15,000	\$ -
Total Projects	\$ 2,027,220	\$ 960,470.95	\$ (1,066,759.05)

2024 Annual Action Plan Comparison

HOME & HOME ARP Projects	Original AAP	New AAP	Difference
HOME Administration	\$ 30,000	\$ 37,329	\$ 7,329
Habitat for Humanity Homeownership	\$ 330,000	\$ 1,300,000	\$ 970,000
TBD Rental Project	\$ 1,027,223	\$ -	\$ (1,027,223)
Homeless Solutions- State THR Grant Match: TBRA and supportive services	\$ -	\$ 855,350	\$ 855,350
Acquisition SF Housing (allocated in 2025 AAP)		\$ 1,012,290	\$ 1,012,290
Total Projects	\$ 1,387,223	\$ 3,204,969	\$ 1,817,746

Recommendations

The City recommends adopting the resolution to amend the 2024 HUD Annual Action Plan: CDBG and HOME allocating all entitlement funds to fulfill timeliness obligations and additional HOME ARP allocation plan activities.

Thank you





Council Agenda Summary

July 15, 2025

Key Staff Contact: Deb Callies, Housing Director

Title:

Public hearing and resolution approving the amended 2025 Annual Action Plan for the proposed Community Development Block Grant Budget, as an annual component of the consolidated plan

Summary:

The City of Greeley's 2025-2029 HUD Consolidated Plan was approved by City Council in fall 2024. HUD published annual award amounts for the Community Development Block Grant (CDBG) and HOME Investment Partnership entitlement programs in May 2025. This amendment to the 2025 Annual Action Plan reflects the exact dollar amounts for each award based on the annual award amount, predicted program income, and prior year resources as available for public hearing and City Council approval.

Staff request council adopts the resolution to amend the 2025 HUD Annual Action Plan: CDBG and HOME allocating funds for projects aligned with the 2025-2029 HUD Consolidated Plan for the City of Greeley.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

Positive Impact: Annual award amount from HUD for CDBG and HOME entitlement programs.

- Is it budgeted? Yes
- Does it require a new appropriation? Yes
- Are there any long-term financial impacts? No

Legal Issues:

Consideration of this matter is a legislative process which includes the following public hearing steps:

1. City staff presentation (if requested)
2. Council questions of staff
3. Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4. Council discussion
5. Council decision

Other issues and Considerations:

Strategic Focus Area:

Housing For All

Decision Options:

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 36, 2025 with Exhibit A
2. Item 24 - Presentation

CITY OF GREELEY, COLORADO
RESOLUTION NO. 36, 2025

**A RESOLUTION APPROVING THE AMENDED 2025 ANNUAL ACTION PLAN FOR
THE PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET, AS AN
ANNUAL COMPONENT OF THE CONSOLIDATED PLAN**

WHEREAS, the City of Greeley is eligible to participate in the Community Development Block Grant (CDBG) and HOME Investment Partnership programs, an initiative of the Federal Department of Housing and Urban Development; and

WHEREAS, an application for assistance from the CDBG and HOME programs require the preparation and adoption of an annual “Action Plan” to implement the identified priorities and goals of the 5 Year Consolidated Plan; and

WHEREAS, the City of Greeley is entitled to apply for an estimated amount of \$846,546 in CDBG funds and \$382,131 in HOME funds for the 2025 Annual Year; and

WHEREAS, after receiving the appropriate citizen input and public participation, drafts of the Amended 2025 Annual Action Plan have been devised with budgets and identification of specific activities to be undertaken.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GREELEY,
COLORADO:**

Section 1. That the amended 2025 Annual Action Plan, attached in Appendix A, is adopted to address the community development needs identified in the City’s Consolidated Plan.

Section 2. This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____,
2025.**

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

EXHIBIT A
AMENDED 2025 ANNUAL ACTION PLAN

City of Greeley, 2025 Annual Action Plan Amendment

The primary purpose 2025 Annual Action Plan is to communicate how the City of Greeley will allocate funds and is required by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnership Program.

HUD published the annual award amounts for the CDBG and HOME programs in May 2025 which informs the award amounts for each project. This amendment provides clarity regarding the amounts of each award.

The 2025 Annual Action Plan is amended and out for public comment between July 4, 2025 and August 4, 2025. A public hearing will be held on Tuesday July 15th, 2025 at 6:00pm in Greeley City Council Chambers 1001 11th Ave, Greeley CO 80631

Funding Allocation

2025	Annual Allocation	Program Income	Prior Year Resources	Total
CDBG	\$ 846,546.00	\$ 60,000.00	\$ -	\$ 906,546.00
HOME	\$ 382,131.88	\$ 60,000.00	\$ 1,012,290.00	\$ 1,454,421.88

Annual Goals & Objectives		
2025	HOME	CDBG
Administration	\$ 38,213.19	\$ 169,309.20
Affordable Housing Development	\$ 1,254,000.00	
Affordable Housing Rehab TBD	\$ 112,208.69	\$ 157,604.85
Non-Housing Community Development		\$ 237,540.00
Homeless Prevention & Rapid Re-Housing	\$ 50,000.00	\$ -
Public Services		\$ 126,091.95
Economic Development		\$ 216,000.00
Total	\$ 1,454,421.88	\$ 906,546.00

Projects		
2025	HOME	CDBG
Administrative	\$ 38,213.19	\$ 169,309.20
Womens place		\$ 10,274.00

Brothers Redevelopment		\$ 25,000.00
Catholic charities		\$ 162,540.00
United Way		\$ 90,817.95
Neighbor to Neighbor	\$ 50,000.00	
Habitat	\$ 1,254,000.00	
Upwards		\$ 216,000.00
Boys and Girls Club		\$ 75,000.00
Affordable Housing Rehab TBD	\$ 112,208.69	\$ 157,604.85
totals:	\$ 1,454,421.88	\$ 906,546.00

HUD 2025 Annual Action Plan Amendment

Deb Callies, Housing Director
City Council Meeting - July 15, 2025



Agenda



- 2025 Annual Action Plan Purpose
- What's Happened. . .
- 2025 Annual Action Plan Award Amounts
- Purpose: Resolution Approval

Purpose: 2025 Annual Action Plan

Funding Sources:

- Community Development Block Grant (CDBG) and HOME Investment Partnership Fund (HOME) entitlement programs administered by the U.S. Department of Housing and Urban Development (HUD).

Program Goals:

- Designed to improve communities, with a primary focus on creating affordable housing and expanding economic opportunities for low- and moderate-income individuals. CDBG provides grants for a wide range of community development activities, while HOME focuses on providing affordable housing opportunities.

What's happened since original plan?

HUD published the FY 2025 award amounts to entitlement communities

CDBG: \$846, 546

HOME: \$382,131.88

2025	Annual Allocation	Program Income	Prior Year Resources	Total
CDBG	\$ 846,546.00	\$ 60,000.00	\$ -	\$ 906,546.00
HOME	\$ 382,131.88	\$ 60,000.00	\$ 1,012,290.00	\$ 1,454,421.88

2025 Annual Action Plan Objectives

Annual Goals & Objectives		
2025	HOME	CDBG
Administration	\$ 38,213.19	\$ 169,309.20
Affordable Housing Development	\$ 1,254,000.00	
Affordable Housing Rehab TBD	\$ 112,208.69	\$ 157,604.85
Non-Housing Community Development		\$ 237,540.00
Homeless Prevention & Rapid Re-Housing	\$ 50,000.00	\$ -
Public Services		\$ 126,091.95
Economic Development		\$ 216,000.00
Total	\$ 1,454,421.88	\$ 906,546.00

2025 Annual Action Plan Awards

Projects		
2025	HOME	CDBG
Administrative	\$ 38,213.19	\$ 169,309.20
Womens place		\$ 10,274.00
Brothers Redevelopment		\$ 25,000.00
Catholic charities		\$ 162,540.00
United Way		\$ 90,817.95
Neighbor to Neighbor	\$ 50,000.00	
Habitat	\$ 1,254,000.00	
Upwards		\$ 216,000.00
Boys and Girls Club		\$ 75,000.00
Affordable Housing Rehab TBD	\$ 112,208.69	\$ 157,604.85
totals:	\$ 1,454,421.88	\$ 906,546.00

Recommendations

The City recommends adopting the resolution to amend the 2025 HUD Annual Action Plan: CDBG and HOME allocating funds for projects aligned with the 2025-2029 HUD Consolidated Plan for the City of Greeley.

Thank you





Council Agenda Summary

July 15, 2025

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Appointments to Boards and Commissions - Construction Trades Advisory and Appeals Board and Judicial Review Board

Summary:

Council appointments are needed due to vacancies and expiring terms for the Construction Trades Advisory and Appeals Board and the Judicial Review Board.

New applicants were interviewed by two council members on June 30th.

Fiscal Impact:

1. Does this item create a fiscal impact on the City of Greeley? No

Legal Issues:

The City Attorney's Office reviewed the applications and advised of potential conflicts of interest. It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission. Should such conflicts arise, the Board or Commission member simply recuses themselves from that particular item. Such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth
Community Vitality
High-Performance Government
Housing For All
Infrastructure and Mobility
Quality of Life
Safe and Secure Communities

Decision Options:

1. Appoint or reappoint the individuals to serve on an applicable board or commission
2. Direct staff to re-advertise applicable vacancy

Council's Recommended Action:

No motion is necessary. The City Council's Policies and Protocol authorize appointment of Board and Commission members by written ballot, which can be used in lieu of a motion or voice vote for individual or multiple appointments. This policy was adopted by Council as a time-savings measure. Accordingly, a ballot is attached for Council's use in making appointments. Candidates receiving a majority vote (at least 4 votes) are appointed with no further action needed by Council.

Attachments:

1. Sample Ballot
2. B&C Transmittal



Applicants for the boards and/or commissions listed below are in alphabetical order and recommendations from the interview team are shown in bold. Virtual interviews are customarily held on the second week of each month, and appointments are decided during the second City Council meeting (third week of the month).

***** BALLOT *****

Construction Trades Advisory and Appeals Board
4 Positions: 3 Year Term
MARK HOUT (Recruit for Additional Applicants)

Judicial Review Board
1 Position: 3 Year Term
RASHEED W GARZA-ARCHULETA (I) (Recruit for Additional Applicants)

Comments:
 (I) = Incumbent

Boards & Commissions Transmittal

June 24, 2025

Key Staff Contact: Finn Foster 970-336-4000

Interview Date

June 30, 2025

Council Interview Team

Councilmembers McDonald and DeBoutez

Council Appointment Date

July 15, 2025

Boards and Commissions Being Interviewed

- **Construction Trades Advisory and Appeals Board**
- **Judicial Review Board**

Council's Recruitment and Qualifications Policy

General recruitment efforts shall be made with special measures being taken to balance ward representation and attract minority and special population applicants. Generally, volunteers will be limited to serving on one board or commission at a time. (14.2. (c)(2) City Council, Policies and Protocol).

Demographic information of existing board members and any specialty requirements are contained within the attached Membership Rosters.

Legal Issues

The City Attorney's Office reviewed the applications and the attached memorandum addresses any potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Applicable Council Goal or Objective

Infrastructure & Growth – Establish the capital & human infrastructure to support & maintain a safe, competitive, appealing, and dynamic community.

Decision Options

1. Recommend candidates for appointment; or
2. Direct staff to re-advertise applicable vacancy.

Attachments

1. Interview Schedule
2. Conflict Memorandum from City Attorney's Office
3. Sample Ballot
4. Membership Rosters from above mentioned Boards and Commissions
5. Applications of those being considered for interview and/or considered for appointment

Transmittal reviewed by: _____Raymond Lee, City Manager _____Heidi Leatherwood, City Clerk



Council Agenda Summary

Title:

Motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances



Council Agenda Summary

Item:27.

Title:

Scheduling of Meetings, Other Events

Summary:

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Planning Calendar and Schedule for City Council Meetings and Work Sessions and make any necessary changes regarding any upcoming meetings or events.

Attachments:

Council Meetings and Other Events Calendar

Council Meeting and Work Session Schedule

Council Meetings and Other Events Calendars

July 13 – August 9, 2025

Tuesday, July 15, 2025

- City Council Work Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Wednesday, July 16, 2025

- Water & Sewer Board Meeting 2 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Thursday, July 17, 2025

- Downtown Development Authority 7:30 a.m. (802 9th Street, Greeley CO 80631)
 - Northern Colorado Refugee Quarterly Consultation Meeting 9:30 a.m. (3001 8th Ave Suite 100 Evans, CO 80620)
 - Airport Authority 3:30 p.m. Greeley-Weld Airport (600 Airport Road, Greeley CO 80631)
-

Monday, July 28, 2025

- Greeley Chamber of Commerce 11:30 a.m.

Wednesday, July 30, 2025

- Upstate Colorado Economic Development 7 a.m. Upstate Colorado Conference Room (822 7th Street Greeley CO 80631)

Thursday, July 31, 2025

- Habitat for Humanity Breakfast 6:45 a.m. Christ Community Church (1301 15th St, Greeley, CO 80631)
-

Tuesday, August 5, 2025

- City Council Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Thursday, August 7, 2025

- Poudre River Trail Meeting 7:30 a.m. Poudre Learning Center (8813 W. F Street Greeley CO 80631)
- Island Grove Advisory Board 3:30 p.m. (600 N. 14th Ave Greeley CO 80631)
- North Front Range MPO Meeting 6 p.m. Fort Collins Colorado River Community Room (222 LaPorte Avenue Fort Collins, CO 80521)

2025 Council Meeting/Work Session Agenda Items Schedule

7/8/2025			
This schedule is subject to change			
Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
July 22, 2025 City Council Work Session	June Poll Results	Consultant/Kalen Myers	WS
	C&E Non - Resident Survey Results	Consultant/Winna Ironkwe	WS
	West Greeley GID Update	Brian McBroom	WS
August 05, 2025 Council Meeting	Minutes - July 1 RM; July 8 WS	Heidi Leatherwood	Consent
	Executive Committee Liasons for Large Projects	Mayor	Intro
	Resolution - Carryforward 2025 Private Activity Bonds (PABs)	Deb Callies	Consent
	Resolution - IGA to coordinate elections with Weld County	Heidi Leatherwood	Consent
	Resolution - Arroyos Del Sol Annexation	Don Threewitt	Consent
	Resolution - Schmerge Annexation	Katelyn Puga/Brian McBroom	Consent
	Resolution - Kinnison Annexation	Katelyn Puga/Brian McBroom	Consent
	Intro & first reading ord - Ballot Ordinances	Kalen Myers	Consent
	Intro & 1st Rdg Ord - GID	Brian McBroom	Consent
	Resolution & PH - Housing for All Strategic Plan (Tentative)	Deb Callies	Regular
August 12, 2025 City Council Work Session	Planning Commission Interviews	Jennifer Middleton	WS
	Initiative 3-2025 - Public Art	Kalen Myers/Diana Frick	WS
	Initiative 5-2025 Contracts	Allena Portis	WS
	Poudre River Restoration Initiative	Victoria Leonhardt	WS
	Budget Update (Hold)	Kalen Myers	WS
August 19, 2025 Council Meeting	Minutes - July 15 RM; July 22 WS	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - Willow Vista Annexation 1	Katelyn Puga/Brian McBroom	Consent
	Intro & 1st Rdg Ord - Willow Vista Annexation 2	Katelyn Puga/Brian McBroom	Consent
	Intro & 1st Rdg Ord - Willow Vista Annexation 3	Katelyn Puga/Brian McBroom	Consent
	Intro & 1st Rdg Ord - Willow Vista Annexation Zoning	Katelyn Puga/Brian McBroom	Consent
	Intro & first reading ord - Landscape code amendment	Meg Oren/Don Threewitt	Consent
	PH & second reading ord - Ballot Ordinances	Kalen Myers	Regular
	PH & second reading Ord - GID	Brian McBroom	Regular
	Informational - Budget Update (Hold)	Kalen Myers	Regular
	B&C Appointments	Jennifer Middleton	Regular
August 19, 2025 GID Board of Director Meeting			
August 26, 2025 City Council Work Session	Initiative 07-2025 - 12th Street Outfall Project and Quiet Zones	Bhooshan Karnik	WS
	CAO Organizational Assessment (Tentative)	Stacey Aurzada	WS
	Civic Campus Update (tentative)	Blair Snow	WS
	CPRD Master Plan	Diana Frick	WS
	Budget Update (Hold)	Kalen Myers	WS
September 02, 2025 Council Meeting	Minutes - August 5 RM; August 12 WS	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - Cascadia PUD	Katelyn Puga/Brian McBroom	Consent
	Intro & 1st Rdg Ord - Schmerge Annexation	Katelyn Puga/Brian McBroom	Consent
	Intro & 1st Rdg Ord - Kinnison Annexation	Katelyn Puga/Brian McBroom	Consent
	Intro & first reading ord - Arroyos Del Sol Annexation	Don Threewitt	Consent
	PH & second reading ord - Landscape code amendment	Meg Oren/Don Threewitt	Regular
	PH & second reading Ord - Willow Vista Annexation 1	Katelyn Puga/Brian McBroom	Regular
	PH & second reading Ord - Willow Vista Annexation 2	Katelyn Puga/Brian McBroom	Regular
	PH & second reading Ord - Willow Vista Annexation 3	Katelyn Puga/Brian McBroom	Regular
	PH & second reading Ord - Willow Vista Annexation Zoning	Katelyn Puga/Brian McBroom	Regular
September 09, 2025 City Council Work Session	City Manager's Budget Presentation	Kalen Myers	WS
	EDUR Strategic Plan	Michelle Claymore	WS



Council Agenda Summary

Item: 28.

Title

Adjournment