



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
JUNE 6, 2024
101 W. 8TH STREET
6:15 p.m.

The agenda is subject to *change, including the addition of items 24 hours in advance or the deletion of items at any time.*
The order and times of agenda items listed are approximate and intended as a guideline for the City Council.

ATTENTION: To ensure your written comments are included in the City Council packet, public comments must be received by 4 p.m. on the day before City Council meetings. Comments may be submitted to ryan.muse@cogs.us.
Written comments may be submitted after this deadline and will be shared via email to City Council but are not guaranteed to make it into the meeting packet. Submit comments at any time directly to City Council via email at citycouncil@cogs.us.

WORK SESSION

- | | | |
|---------|---|------------------------|
| 3:00 pm | 1. Polling Results from Street and Infrastructure Fund Questions | |
| 3:30 pm | 2. Financial Advisory Board Joint Work Session | Information/Discussion |
| 4:00 pm | 3. Discussion on Request for Proposals (RFP) 2024-14P 6th Street Revitalization and North Landing, and Request for Proposal (RFP) 2024-05 Downtown Alleyways Blocks 44 and 45 | Information/Discussion |
| 5:15 pm | 4. Break to get Dinner | |
| 5:30 pm | 5. Transit Update and Last Mile Grant Application | Information/Discussion |

ZOOM INSTRUCTIONS

Please click the link below to join the webinar:

https://us02web.zoom.us/j/86942229209?pwd=nAdMS7_1OGI_LVH0oD75vhjpAjwg.WAIqR8NgN4yhkPdI

Passcode: 336531

Or One tap mobile +17193594580,,86942229209# US +12532158782,,86942229209# US (Tacoma)

Or Telephone Dial(for higher quality, dial a number based on your current location):

+1 719 359 4580 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston)

+1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 253 205 0468 US

+1 301 715 8592 US (Washington DC) +1 305 224 1968 US +1 309 205 3325 US

+1 312 626 6799 US (Chicago) +1 360 209 5623 US +1 386 347 5053 US

+1 507 473 4847 US +1 564 217 2000 US +1 646 931 3860 US +1 689 278 1000 US

+1 929 205 6099 US (New York)

Webinar ID: 869 4222 9209 International numbers available: <https://us02web.zoom.us/j/86942229209>

REGULAR SESSION

6. Roll Call
7. Agenda Changes & Conflicts
8. Council Announcements
9. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)
10. Council Response to Public Comment
11. Consent Agenda
 - A. May 16, 2024 Council Minutes
 - B. Appointments to the Downtown Development Authority
 - C. Award Request for Proposal (RFP) 2024-10P Comprehensive Safety Action Plan (CSAP)
 - D. Award Request for Proposal (RFP) 2024-12P Sewer Lining Project
 - E. Resolution 2024-16; Rural Jump-Start Program

ACTIONS AND/OR PRESENTATIONS

- | | |
|---|--------------------------|
| 12. Update on Mental Health Counseling and School Resource Officer (SRO) funding from the Roaring Fork School District RE-1 | Information/Discussion |
| 13. Update on 27th Street Underpass | Information/Discussion |
| 14. Historical Museum Strategic Plan | Information/Discussion |
| 15. Update on Summer Construction Projects and Impact | Information/Discussion |
| 16. South Bridge Update | Discussion and/or Action |
| 17. Financial Advisory Board Approval of Grant Funding Recommendation | Discussion and/or Action |
| 18. Award Request for Proposal (RFP) 2024-05P Downtown Alleyways Block 44 and 45 | Discussion and/or Action |
| 19. Award Request for Proposal (RFP) 2024-14P 6th Street Revitalization and North Landing | Discussion and/or Action |
| 20. Award Request for Proposal (RFP) 2024-09P Vogelaar Climate Smart Workforce Housing Plan | Discussion and/or Action |
| 21. Council Comments | |
| 22. Report from City Administration | |
| A. City Manager | |
| B. City Attorney | |
| C. Correspondence Incoming/Outgoing | |
| 23. Council Social Event Location | |
| 24. Adjournment | |

View the City of Glenwood Springs Accessibility Policy at [cogs.us/ADA](https://www.cogs.us/ADA). - Ver el Póliza de Accesibilidad de la Ciudad de Glenwood Springs en www.cogs.us/ADA



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item:	Polling Results from Street and Infrastructure Fund Questions
Action Requested:	Discussion about polling results
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Preserve and Improve Infrastructure
Background Info:	Keith Frederick conducted our poll and will present the results to Council.
Issues:	NA
Fiscal Impact:	Amount of money in the Street Tax Fund will be dependent upon what question is asked and what the answer is from residents.
Legal Review:	NA
Staff Recommendation:	NA



POLL RESULTS:

Glenwood Springs Voters' Opinions on Roads Sales Tax Ballot Options

May 2024

Prepared for:

City of Glenwood Springs

SURVEY METHODOLOGY & SAMPLE DEMOGRAPHICS

- **Sample Size:** n=216 completed interviews.
- **Eligibility:** Registered Voters in Glenwood Springs.
- **Interview Method:** n=166 Online through cell-text invite + n=50 live caller phone interviews.
- **Interview Dates:** April 30-May 16, 2024.

Sample Demographics: n=216

Gender

Male	49%
Female	51%

Party Registration

Democrat	36%
Republican	20%
Independent/Other	44%

Age

18-39	21%
40-54	35%
55-64	14%
65-Up	30%

Length of Residency

0-10 years	38%
11-30 years	35%
30+ years/Native	27%

Home

Own	74%
Rent	26%

FINDINGS

1. Overview.

The one-cent sales tax ballot runs a strong 67% YES. This ballot option gains more support than a 3/4-cent sales tax ballot and does so because voters buy into the logic of a holistic approach to replace aging pipe infrastructure at the same time as roadway replacement. Moreover, the full penny more substantially addresses the negative condition of Glenwood Springs streets and roads (rated 59% negative, 41% positive) and fits with the 60% majority opinion in a 3-way choice question that "the city has made repairs and fixes to roads, but the are still in need of more repairs."

2. Voter Mood Measures.

- 88% are positive about the quality of life in Glenwood Springs -- 30% are "very positive."
- But, 59% rate the quality and condition of city streets as negative.
- A 58% majority say the overall level of taxation in Glenwood Springs is "too high": 42% say taxes are "about right" or even a "bit low" given services provided. This is lower than the tax anger mood in most other Colorado communities these days.
- Ratings of the City Council are mixed -- 35% positive, 37% neutral, 29% negative.
- In a 3-way evaluation of city action addressing streets and roads... 60% say repairs have been made but more are needed, 26% say the city has done a good job keeping them in good condition, and just 14% feel roads are in bad shape with no repairs made.

Bottom Line: Voter mood is fairly supportive of an effort to pass a roads sales tax to maintain quality of life, fix roads and continue the city's efforts to keep up with or even get ahead of road maintenance. Negative factors -- bad tax mood and anti government feelings are present but muted when compared to other communities.

FINDINGS

3. Ballot Votes.

- The ballot test of a FULL ONE-CENT sales tax scores 67% YES. This two-thirds level of support comes to ballot language that includes the following text... "to provide funds needed to pay for ALL street and road maintenance and surface repairs for the next 20 years as well as cover costs of replacing deteriorating water and sewer pipes under the streets when a full replacement of the street is needed."
- YES vote drops 9 points to 58% for a smaller 3/4-CENT sales tax described as "to provide funds needed to pay for ALL street and road maintenance and surface repairs for the next 20 years."
- Straight renewal of the ONE-HALF CENT sales tax gains highest ballot support at 75% YES "that funds city street and road maintenance for 20 years."

4. Anti-Ballot Test.

Following majority support for all three sales tax ballot options, a 56% majority agree with an opponent's attack...
"Taxes are high enough already and we just can't trust the city government or the politicians to spend this money either as promised or without wasting it."

This is about the same as the 58% who feel the overall level of taxation is "too high" and shows that while YES vote on the ballot tests may seem comfortably above the 50% level, it is always at risk of deteriorating should the focus of debate be more in the TAX BITE rather than the benefits of road maintenance and replacement.

FINDINGS

5. Pro-Ballot Messaging.

Of 10 pro-ballot messages tested, 2 of the 4 highest scoring specifically reinforce the strong support for the FULL CENT option. These are...

- *The full one-cent sales tax option provides additional money to do full roadway and under- the-street infrastructure repair all at once so that when streets are torn up and replaced, the deteriorating water and sewer pipes underneath -- some of which are 70 years old -- can also be replaced.*
- *By voting YES for the full one cent sales tax, the future cost of replacing aging, leaky water and sewer pipes will be shifted away from homeowners and their water bills onto the sales tax where the cost is shared with non-residents making purchases in Glenwood Springs who drive on our streets.*

Both score as "very persuasive" reasons to vote for the sales tax ballot by 46% / 45% and total persuasive to 81% and 76%.

The BEST scoring option (50% "very" and 84% total persuasive) is applicable to any of the three ballot options..

- *100% of all money raised by this street's sales tax goes toward maintaining and replacing roads and streets in the city. By law, this sales tax revenue cannot be diverted to other uses.*

Another generally applicable message that scores just below the top 3 (44% "very"; 79% total persuasive) is...

- *A significant proportion of this sales tax money for Glenwood Springs roads is paid by non-residents who make purchases here. We get good roads and streets and outsiders who use them contribute.*

These four messages should form the bedrock of any voter outreach communications campaign to support the November roads sales tax ballot.

FINDINGS

6. Post Information Ballot Re-Test.

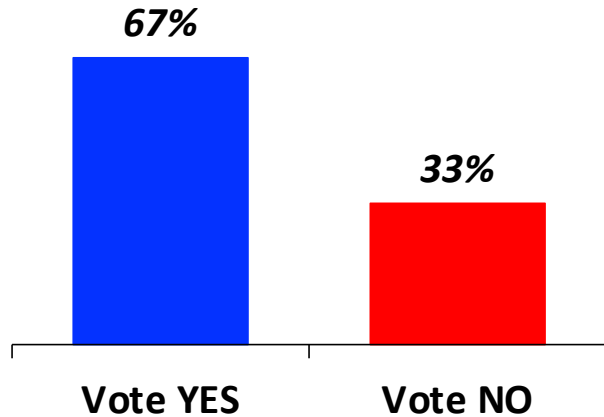
Following exposure to both sides messaging, all three options for a roads sales tax (exact same ballot language as the initial test) receive solid majority YES vote with both the FULL CENT (65% YES) and the 1/2 cent straight renewal (70% YES) slightly lower and the THREE-FOURTHS CENT option gaining 3 points to 60% YES.

INITIAL BALLOTS: ROADS SALES TAX

As you may have heard or read, the City of Glenwood Springs is considering a ballot issue this November asking voters to either renew or replace a soon-to-expire local one half (1/2) cent sales tax that generates money for street maintenance and repair. Please cast your vote as YES or NO on each of the following three separate options.

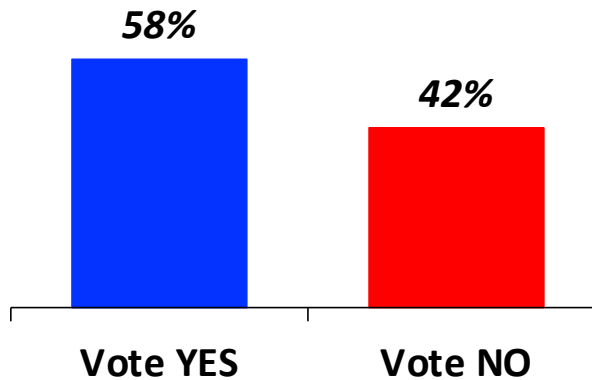
One-Cent

OPTION 1. Would you vote YES or NO to... renew the 1/2 cent sales tax and add an additional 1/2 cent for a TOTAL OF ONE CENT to provide funds needed to pay for ALL street and road maintenance and surface repairs for the next 20 years as well as cover costs of replacing deteriorating water and sewer pipes under the streets when a full replacement of the street is needed?



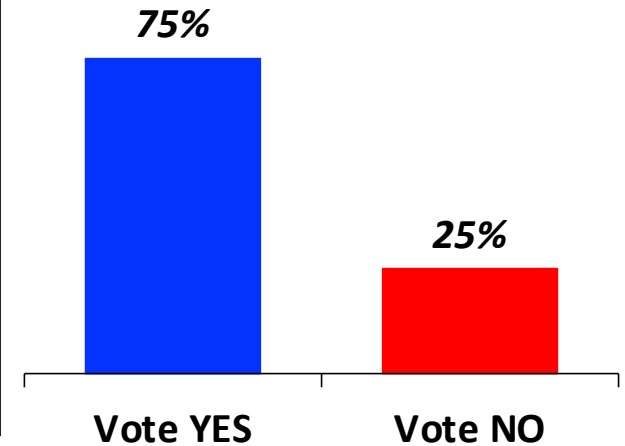
3/4 Cent

OPTION 2. Would you vote YES or NO to... renew the 1/2 cent sales tax and add an additional 1/4th cent to a TOTAL OF 3/4th CENT to provide funds needed to pay for ALL street and road maintenance and surface repairs for the next 20 years?



1/2 Cent

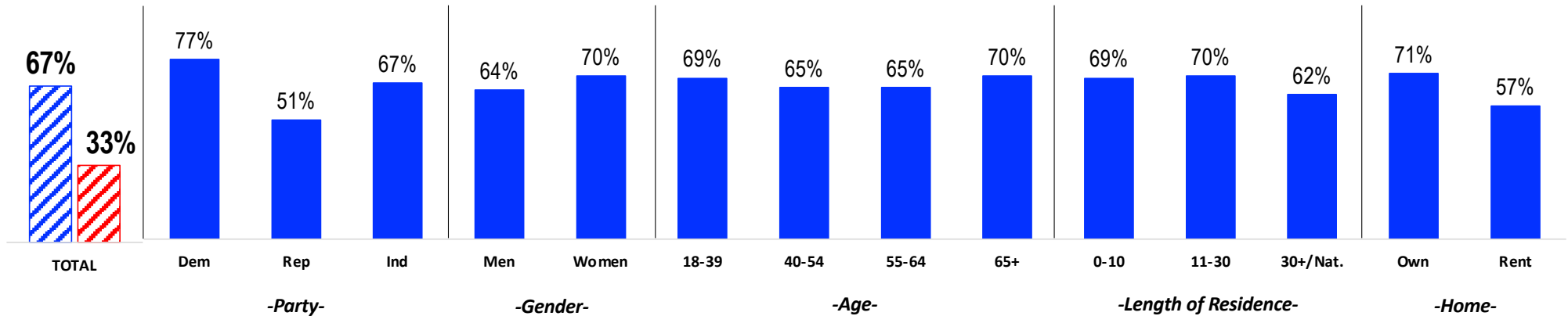
OPTION 3. Would you vote YES or NO to... continue the 1/2 CENT sales tax for 20 years that funds city street and road maintenance?



ONE-CENT SALES TAX BALLOT VOTE: BY SUBGROUPS

(% "Yes")

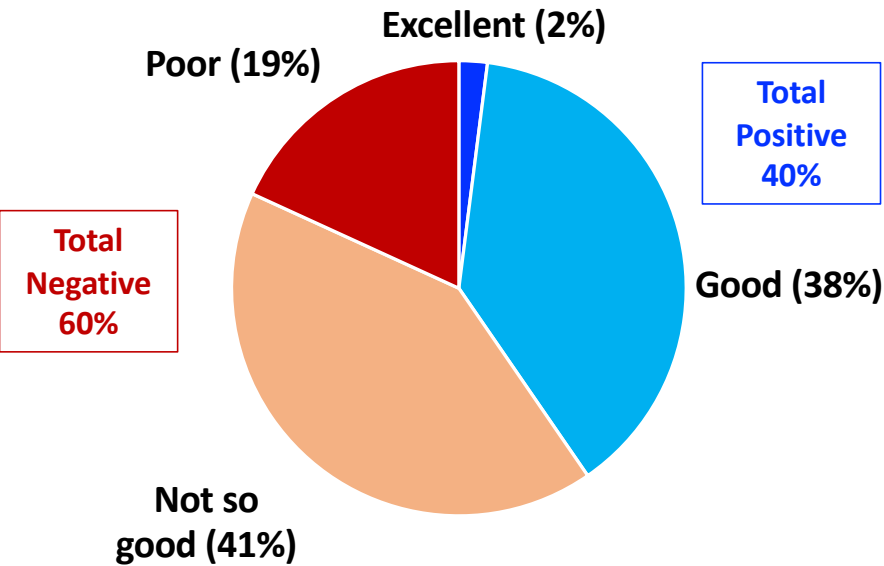
Would you vote YES or NO to... renew the 1/2 cent sales tax and add an additional 1/2 cent for a TOTAL OF ONE CENT to provide funds needed to pay for ALL street and road maintenance and surface repairs for the next 20 years as well as cover costs of replacing deteriorating water and sewer pipes under the streets when a full replacement of the street is needed?



RATING OF CURRENT ROADS + CITY MAINTENANCE

Current Roads

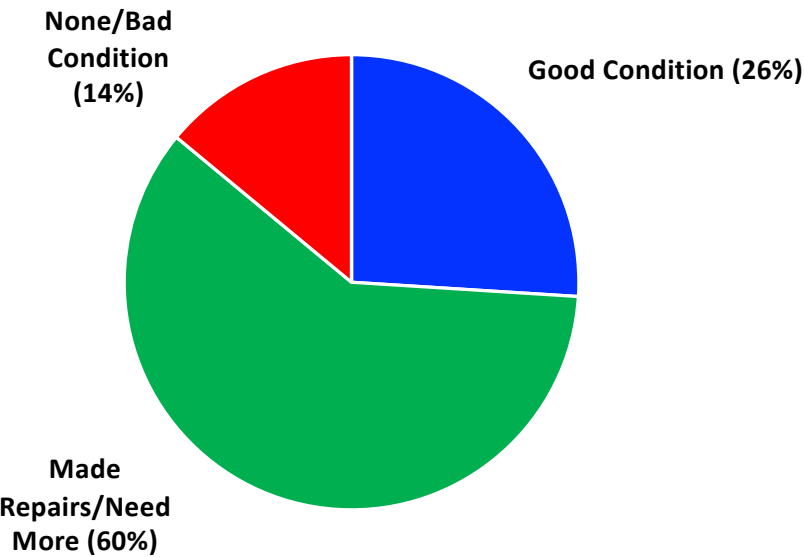
How would you rate the overall quality or condition of the streets and roads in Glenwood Springs – excellent, good, not so good, or poor?



City Maintenance

And, which of these three statements best applies to the streets and roads near where you live?

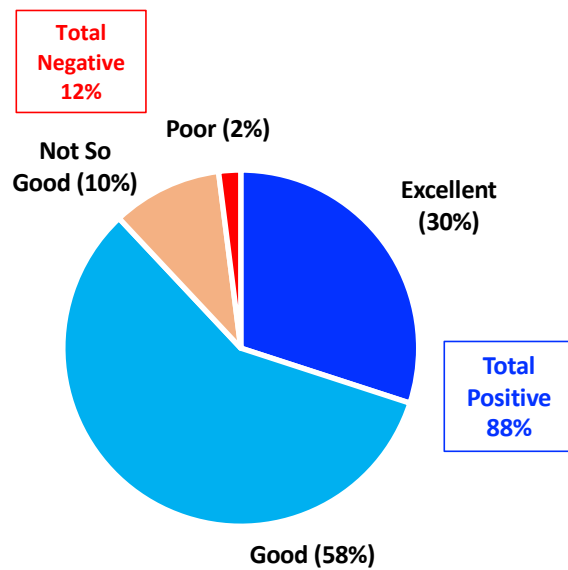
- The city has done a good job keeping them in good condition.
- The city has made repairs and fixes but they are in need of more repairs.
OR
- No repairs or fixes have been made and they are in bad condition.



POLITICAL MOOD: QUALITY OF LIFE, CITY COUNCIL + LEVEL OF TAXATION

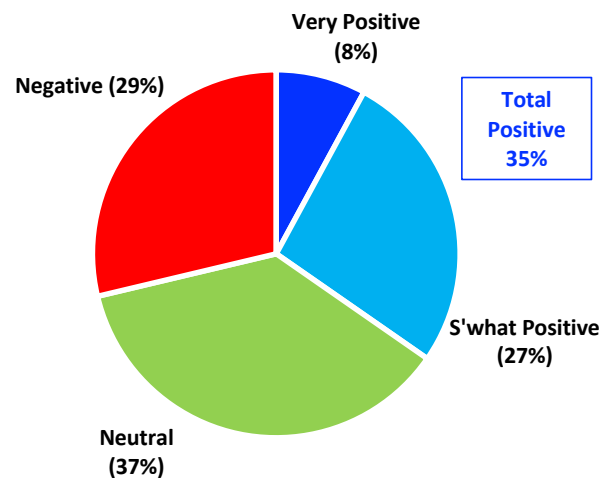
Overall Quality of Life

Overall, how would you rate the quality of life in Glenwood Springs – excellent, good, not so good, or poor?



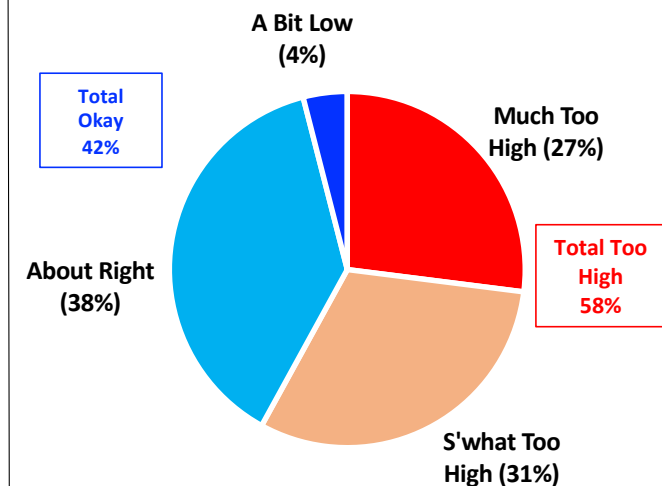
Rate City Council

Is your opinion of the Glenwood Springs City Council -- very positive, somewhat positive, neutral, or negative?



Level of Taxation

How would you rate the overall level of taxes and fees you pay as a resident of Glenwood Springs given the level of services provided by your local and state government... much too high, somewhat high, about right, or even a bit low?



ANTI-BALLOT MESSAGE TEST

Next, do you AGREE or DISAGREE with this statement that opponents to whatever sales tax increase ballot issue the city puts forth this November might make:

“Taxes are high enough already and we just can't trust the city government or the politicians to spend this money either as promised or without wasting it.”

		-One-Cent Ballot-		-Length of Residence-			-Level of Taxation-		
		<u>Yes</u> %	<u>No</u> %	<u>0-10</u> <u>years</u> %	<u>11-30</u> <u>years</u> %	<u>Native/</u> <u>30+ yrs.</u> %	<u>Much</u> <u>Too High</u> %	<u>S'what</u> <u>Too High</u> %	<u>Okay</u> %
Agree	56%	44*	80	47	57	67	91	56	34
Disagree	43%	55	17	51	41	33	9	41	65
Don't Know	1%	1	3	1	3	0	0	3	1

* “Conflicted” -- 30% vote YES on One-Cent Sales Tax but agree with anti-ballot measure.

STRENGTH OF PRO-ROADS SALES TAX MESSAGES (1/2)

Lastly, here are a few statements that **SUPPORTERS** of the local sales tax for road maintenance and street repair might make. Rate each as a very persuasive reason to vote YES on a sales tax ballot, a somewhat persuasive reason, or not persuasive at all.

		Total Very + S'what Persuasive %	"Very Persuasive": By "Conflicted"* %
[100% TO ROADS/STREETS] 100% of all money raised by this street's sales tax goes toward maintaining and replacing roads and streets in the city. By law, this sales tax revenue cannot be diverted to other uses.	50%	84	66
[ADDITIONAL INFRASTRUCTURE REPAIR] The full one-cent sales tax option provides additional money to do full roadway and under-the-street infrastructure repair all at once so that when streets are torn up and replaced, the deteriorating water and sewer pipes underneath -- some of which are 70 years old -- can also be replaced.	46%	82	55
[COSTS SHARED w/NON-RESIDENTS] By voting YES for the full one cent sales tax, the future cost of replacing aging, leaky water and sewer pipes will be shifted away from homeowners and their water bills onto the sales tax where the cost is shared with non-residents making purchases in Glenwood Springs who drive on our streets.	45%	76	52
[PAID BY NON-RESIDENTS] A significant proportion of this sales tax money for Glenwood Springs roads is paid by non-residents who make purchases here. We get good roads and streets and outsiders who use them contribute.	44%	80	42
[CONTINUOUS WORK/MAINTENANCE] Glenwood Springs' weather is tough on roads, so we need to continually work to maintain and stay on top of fixing damage before it gets much worse and costs more.	36%	79	47

■ Very Persuasive

* "Conflicted" -- 30% vote YES on One-Cent Sales Tax but agree with anti-ballot measure.

STRENGTH OF PRO-ROADS SALES TAX MESSAGES (2/2)

Lastly, here are a few statements that **SUPPORTERS** of the local sales tax for road maintenance and street repair might make. Rate each as a very persuasive reason to vote YES on a sales tax ballot, a somewhat persuasive reason, or not persuasive at all.

[WORK DONE FASTER] Voting YES for a full one-cent sales tax means that when the city needs to do a full replacement of a street and the aging pipes below, that work can be done faster on a larger portion of the street meaning less overall disruption to neighbors than is currently necessary.

34%

[INCREASE SAFETY] Voting YES to increase the sales tax above its current 1/2 cent level provides more money to improve sidewalks, crosswalks, signage and bike lanes which will increase safety of walking and biking in Glenwood Springs.

33%

[INCREASE IS NEEDED] Since the cost of construction materials for road repair is up significantly since voters last approved 1/2 cent sales tax nearly 20 years ago, a one-quarter cent INCREASE in the local sales tax is now needed to generate the money to keep pace and ensure all needed maintenance repair projects can get done.

32%

[LOCAL COMMUNITY HELPS] Unless the residents of Glenwood Springs agree to pay for road maintenance and repairs, there is very little money from the state or federal government to keep our streets in good shape. It is up to the local community to take care of itself.

22%

[PUBLIC WORKS TRUSTED] The city's public works department has a solid record of accomplishment maintaining, fixing and replacing damaged streets. They can be trusted to continue doing this needed work.

16%

Total Very +
S'what Persuasive
%

76

72

77

66

55

"Very Persuasive":
By "Conflicted"*
%

46

31

30

21

16

■ Very Persuasive

* "Conflicted" -- 30% vote YES on One-Cent Sales Tax but agree with anti-ballot measure.

POST-INFORMATION FINAL BALLOT: ROADS SALES TAX

	<u>One-Cent*</u>	<u>3/4 Cent+</u>	<u>1/2 Cent**</u>
	%	%	%
Vote Yes	65 (-2)	60 (+2)	70 (-5)
Vote No	34 (+1)	39 (-3)	29 (+4)
Undecided	1	1	1

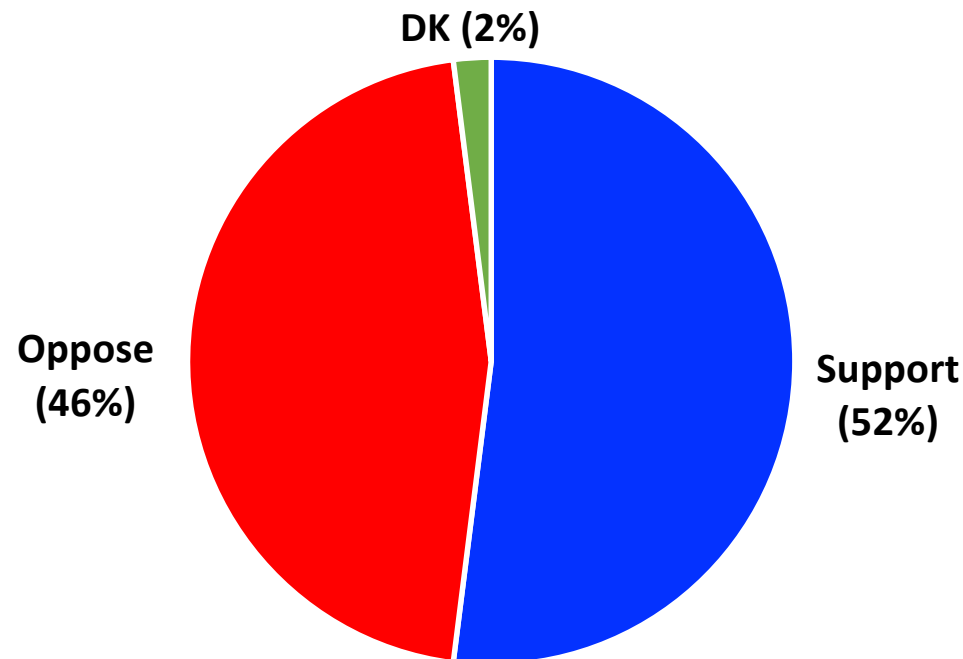
* **One-Cent:** OPTION 1. To renew the 1/2 cent sales tax and add an additional 1/2 cent for a TOTAL OF ONE CENT to provide funds needed to pay for ALL street and road maintenance and surface repairs for the next 20 years as well as cover costs of replacing deteriorating water repairs for the next 20 years as well as cover costs of replacing deteriorating water and sewer pipes under the streets when a full replacement of the street is needed?

+ **3/4 Cent:** OPTION 2. To renew the 1/2 cent sales tax and add an additional 1/4th cent to a TOTAL OF 3/4th CENT to provide funds needed to pay for ALL street and road maintenance and surface repairs for the next 20 years as well as cover costs of replacing deteriorating water repairs for the next 20 years?

** **1/2 Cent:** OPTION 3. To continue the 1/2 CENT sales tax for 20 years that funds city street and road maintenance?

OPINION OF CITY BORROWING AGAINST FUTURE SALES TAX REVENUE

And finally, if voters approve any of these 3 sales tax ballots, would you SUPPORT or OPPOSE allowing the city to BORROW against future sales tax revenue in order to get the money up front to speed up road repair and replacement projects and contract for repairs at today's construction prices rather than future rising prices?





350 South 200 East, #722
Salt Lake City, UT 84111
(703) 801-9506

Keith@FrederickPolls.com



Transportation Commission recommendation streets/infrastructure funding renewal (updated)

approved June 4, 2024 (unanimous)

The Transportation Commission recommends that city council refer to the November 2024 election ballot renewal and expansion of sales tax support for city streets/infrastructure fund, at rate of one percent.



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item:	Financial Advisory Board Joint Work Session
Action Requested:	NA
Department:	City Administration
Presented By:	Steve Boyd, Yvette Gustad
Strategic Goals:	Protect and Preserve our Quality of Life Generate Sustainable Economic Development
Background Info:	Each year the Financial Advisory Board (FAB) presents a recommendation to Council on how to allocate funds among grant applications. Funds come from 7.5% of the Tourism Fund and 2.5% of the Acquisitions and Improvement (A&I) Fund. In 2024 we had \$534,000 in requests and \$276,000 in available funds. This recommendation spends \$258,000 leaving \$18,000 for future appropriation.
Issues:	NA
Fiscal Impact:	See spreadsheet for line items.
Legal Review:	NA
Staff Recommendation:	NA

2024 Financial Advisory Board Grant Award Recommendation

A&I Fund Discretionary Grant Amount	\$197,562
Tourism Fund Amount	<u>\$78,256</u>
Total Grant Funds Available	\$275,818

Organization Name	2024 FAB	
	2024 Grant Request	Recommendation
1 A Way Out, Inc	\$5,000	\$5,000
2 Access AfterSchool	\$10,000	\$10,000
3 Alpine Legal Services	\$15,000	\$5,000
4 Andy Zanca Youth Empowerment Program (AZYEP)	\$4,500	\$3,000
5 Aspen Choral Society	\$2,500	\$0
6 Aspen Dance Connection	\$3,000	\$0
7 Aspen Public Radio	\$10,000	\$1,000
8 Carbondale Community Access Radio, DBA KDNK	\$5,000	\$1,000
9 Catholic Charities and Community Services of the Archdiocese of Denver, Inc	\$25,000	\$0
10 College Outreach	\$3,000	\$3,000
11 Colorado Animal Rescue	\$15,000	\$5,000
12 Colorado High School Cycling League	\$15,000	\$5,000
13 Colorado West Regional Mental Health, Inc. DBA Mind Springs Health, Inc.	\$20,000	\$0
14 Cook Inclusive	\$6,081	\$6,000
15 Friends of CAIC	\$3,000	\$0
16 Garfield County Search & Rescue, Inc.	\$2,000	\$2,000
17 Glenwood Springs Arts Council	\$4,000	\$2,000
18 Glenwood Springs Chamber Foundation	\$20,000	\$5,000
19 Glenwood Springs Citizens' Alliance	\$4,000	\$4,000
20 Glenwood Springs Downtown Development Authority	\$8,928	\$8,900
21 Glenwood Springs Elementary School Parent Teacher Association (GES PTA)	\$2,500	\$0
22 Glenwood Springs High School Mock Trial Team	\$5,000	\$5,000
23 Glenwood Springs Historical Society	\$2,218	\$2,218
24 Glenwood Springs Summer of Music	\$25,000	\$25,000
25 Glenwood Springs Youth Hockey Association	\$15,000	\$5,000
26 High Country Volunteers	\$7,500	\$7,500
27 HomeCare & Hospice of the Valley	\$8,500	\$8,500
28 Junior Achievement of the Roaring Fork Valley	\$5,000	\$5,000
29 Kiwanis Club of Glenwood Springs	\$2,000	\$0
30 LIFT-UP (Life Inter Faith Team on Unemployment and Poverty)	\$25,000	\$10,000
31 Middle Colorado Watershed Council	\$9,000	\$3,000
32 Mount Sopris Nordic Council / Spring Gulch XC Ski Trails	\$1,000	\$0
33 Mountain Valley Developmental Services, Inc	\$15,000	\$15,000
34 River Bridge Regional Center	\$10,000	\$10,000
35 Roaring Fork Center for Community Leadership DBA Roaring Fork Leadership	\$10,000	\$0
36 Roaring Fork Friends of the Theatre Inc. dba Thunder River Theatre Company	\$5,000	\$0
37 Roaring Fork Kayak Club	\$15,000	\$5,000
38 Roaring Fork Outdoor Volunteers	\$7,500	\$7,500
39 Roaring Fork Schools Foundation F/B/O Roaring Fork PreCollegiate	\$7,000	\$5,000
40 Roaring Fork Valley Early Learning Fund DBA Raising A Reader Aspen to Parachute	\$5,000	\$5,000
41 Saving Our Needle Noses (SONNs)	\$3,000	\$0
42 Smiling Goat Ranch	\$15,000	\$2,500
43 Sol Theatre Company	\$5,000	\$0
44 Sopris Sun	\$10,000	\$1,000
45 Stepping Stones of the Roaring Fork Valley	\$5,000	\$5,000
46 Sunlight Winter Sports Club (SWSC)	\$5,000	\$2,500

		2024 FAB	
Organization Name		2024 Grant Request	Recommendation
47	Symphony in the Valley	\$5,000	\$0
48	The Buddy Program (TBP)	\$10,000	\$5,000
49	The Meeting Place	\$4,000	\$2,000
50	The Salvation Army, Glenwood Springs	\$20,000	\$10,000
51	Valley Meals and More	\$15,000	\$7,500
52	Valley Settlement	\$7,500	\$7,500
53	West Elk Trails, Inc.	\$1,500	\$0
54	West Mountain Regional Health Alliance	\$35,000	\$10,000
55	Youthentity	\$10,000	\$0
56	YouthZone	\$20,000	\$20,000
Total		\$534,227	\$257,618
Amount Remaining			\$18,200

MEMORANDUM

TO: Glenwood Springs City Council
FROM: Financial Advisory Board
DATE: June 6, 2024
SUBJECT: **Annual Memo of Budget Considerations**



The Financial Advisory Board would like to offer the following comments to Council for consideration;

1. We believe that minimum Unallocated Contingency Reserves are appropriate in the following amounts:
 - a. \$2,500,000 in the Capital Projects Fund
 - b. \$3,000,000 in the A&I Fund
 - c. Minimum 35% of forecasted 2023 expenditures in the General Fund with an optimal target range of 40% to 45%.
2. As the City improves its parks and infrastructure ongoing maintenance will become more costly. The Board believes the budget should be built around these expenditures rather than allocating “what’s left over” to this purpose to continue service level improvements.
3. Maintain the existing \$1 million reserve in the General Fund for opposing Rocky Mountain Industrial’s plan to expand the mine.
4. We recognize the difficulty of attracting and retaining talent in this area and urge Council to prioritize employee compensation again this year. Our understanding is that the 5% increases you have awarded in each of the past two years has helped morale and retention, and we believe that to be around the right level again next year unless we see economic conditions develop to the contrary.
5. Appropriate \$500,000 in the A&I Fund and \$250,000 in the Capital Projects Fund as a contingency that staff can use for projects that need change orders or are otherwise slightly over budget. This will provide realistic budget numbers for the public and contractors, and still allow staff to make relatively small field decisions that increase the cost of one or more projects without unnecessary delays.

Thank you for allowing the Financial Advisory Board the opportunity to participate in the development of the 2024 budget.

Sincerely,

Financial Advisory Board

Ksana Oglesby, Chair
Spencer Graff, Vice Chair
Asha John
Sal Rico
Ken Murphy
Ted Edmonds
Christina Conley



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: Discussion on Request for Proposals (RFP) 2024-14P 6th Street Revitalization and North Landing, and Request for Proposal (RFP) 2024-05 Downtown Alleyways Blocks 44 and 45

Action Requested: See if we can agree on projects and budgets.

Department: Engineering

Presented By: Ryan Gordon

Strategic Goals: Preserve and Improve Infrastructure
Generate Sustainable Economic Development
Protect and Preserve our Quality of Life

Background Info: The 6th Street Revitalization, North Landing and Downtown Alleyway projects have been a priority of the Downtown Development Authority (DDA) for many years. Planning for the projects has taken several years, but in 2024 Requests for Proposals (RFPs) were issued for the projects with bids coming in higher than budgeted on all three.

Downtown Alleyways:

Project includes constructing new underground storm water system, undergrounding overhead electric, cable and telephone, constructing new concrete surface with pavers to match the alleyway between Smoke and the Italian Underground, and new lighting. The project budget is:

1. DOLA grant :\$353,000, grant is for the underground storm water system only.
2. City match :\$353,000
3. DDA : \$900,000

Total budget of \$1.6M.

Two bids were received in March, 2024 that far exceeded the budget. Engineering performed value engineering with input from the DDA and rebid the project a second time.

The City received one bid which was higher than the budget. Engineering along with the DDA engaged with the bidder to find ways to bring the project to the budget. The details are as follows:

Rebid project cost: \$2.4M

Revised project costs after value engineering: \$2.1M

Total project budget: \$1.6M

Budget Shortfall: \$500k

The DOLA grant/City match will fully cover the costs of the underground stormwater system.

6th St/North Landing

6th Street Project includes constructing a separated bike path, detached sidewalk, new roadway which includes artistic colored concrete at the end of the pedestrian bridge and adding new curb/gutter, increased stormwater capacity, relocation of water/sewer lines, new raw water line, new lighting, new landscaping/irrigation. The project budget is:

CDOT grant: \$1.167M

City: \$1.8M (including grant match requirement)

DDA: \$1.8M

Total project budget: \$4.8M

North Landing includes a new self-cleaning bathroom, new landscaping/irrigation, new colored concrete surfaces, new lighting and new site furnishing including shade structure/shade trellis, benches, boulders, architectural archway and bistro tables and chairs. The project budget is:

City:\$600k

DDA:\$600k
Total project budget:\$1.2M

These projects were bid out together and the City received one bid which was higher than budgeted. Engineering along with the DDA worked with the bidder to cut project costs to bring the project to the budget. The details are as follows:

6th Street:

Bid project cost: \$7.2M

Revised project costs after value engineering: \$5.6M

Total project budget: \$4.8M

Budget Shortfall: \$800k

North Landing:

Rebid project cost: \$2.4M

Revised project costs: \$1.6M

Total project budget: \$1.2M

Budget Shortfall: \$400k

City staff has met with the DDA to find additional items to cut, phase or alter and there are few that we are working through. However, it is not likely the projects will be delivered at or below the established budgets listed above. The DDA has scheduled a meeting for Wednesday June 5 to discuss how much additional money it would recommend Council contribute to each of the projects. At the work session we will have a detailed discussion on these projects and the budget ramifications. Staff will bring any information or attachments that result from the DDA meeting.

Issues: See background

Fiscal Impact: See background

Legal Review: NA

Staff Recommendation: Staff would like to determine a way to award these projects in the evening to allow the contractor to commit resources and start procurement of materials for the project.



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: Transit Update and Last Mile Grant Application

Action Requested: NA

Department: Engineering

Presented By: Ryan Gordon, Lee Barger

Strategic Goals: Protect and Preserve our Quality of Life

Background Info: Engineering is working to expand the transportation system in the City. Engineering presented at a work session in April a concept to start an on-demand micro transit type option; the initial idea was to start small in the downtown core and Council's preference was to serve the entire City with a transportation system expansion. Engineering is working to develop City-wide on-demand micro transit system that will complement our existing Ride Glenwood bus system.

Engineering is pursuing the Roaring Fork Transit Authority (RFTA) First/Last Mile grant to provide seed funding for the on-demand system. The on-demand system in concept will be very similar to the system that Aspen, Snowmass Village, Basalt and Carbondale have established. The service will be application based where a citizen can request a pick-up from a specific address (i.e. house or business) or a nearby location (i.e. park, intersection) and will be dropped off at a specific address - the exact methodology regarding picking and dropping people off will be worked out with the selected consultant.

Issues: None at this time.

Fiscal Impact: RFTA First/Last Mile grant typically funds 50% of the program. The City-wide program will cost approximately \$800,000/year with the RFTA grant covering \$400,000 and the City covering \$400,000 if we are successful in getting the grant. The City's match would come from the Bus Tax fund. The available fund balance at the end of 2023 is approximately \$2.6 million, and the forecast at the end of 2024 is \$2.1 million (including the \$400,000 expenditure contemplated here).

Legal Review: NA

Staff Recommendation: NA

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency Department of Transportation		Agreement Routing Number 24-HA3-XC-00078	
Local Agency CITY OF GLENWOOD SPRINGS		Agreement Effective Date The later of the effective date or May 28, 2024	
Agreement Description Glenwood Spgs South Bridge		Agreement Expiration Date May 27, 2034	
Project # CC M535-015 (26158)	Region # R3	Contract Writer BH	Agreement Maximum Amount \$66,229,819.00

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 GLENWOOD SPRINGS By: _____ *Signature Name: _____ (Print Name) Title: _____ (Print Title) Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Keith Stefanik, P.E., Chief Engineer Date: _____
SECOND LOCAL AGENCY SIGNATURE, IF NEEDED CITY OF GLENWOOD SPRINGS By: _____ *Signature Name: _____ (Print Name) Title: _____ (Print Title) 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: _____	

TABLE OF CONTENTS

1. PARTIES.....	2
2. TERM AND EFFECTIVE DATE.....	2
3. AUTHORITY.....	3
4. PURPOSE.....	4
5. DEFINITIONS.....	4
6. SCOPE OF WORK.....	7
7. PAYMENTS.....	11
8. REPORTING - NOTIFICATION.....	15
9. LOCAL AGENCY RECORDS.....	16
10. CONFIDENTIAL INFORMATION-STATE RECORDS.....	17
11. CONFLICTS OF INTEREST.....	18
12. INSURANCE.....	18
13. BREACH.....	20
14. REMEDIES.....	21
15. DISPUTE RESOLUTION.....	22
16. NOTICES AND REPRESENTATIVES.....	23
17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....	23
18. GOVERNMENTAL IMMUNITY.....	24
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM.....	24
20. GENERAL PROVISIONS.....	25
21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....	27
22. FEDERAL REQUIREMENTS.....	29
23. DISADVANTAGED BUSINESS ENTERPRISE (DBE).....	29

EXHIBIT A, SCOPE OF WORK	
EXHIBIT B, SAMPLE OPTION LETTER	
EXHIBIT C, FUNDING PROVISIONS (Budget)	
EXHIBIT D, LOCAL AGENCY RESOLUTION	
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	

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 27, 2034 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 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)
Jason Huddle, Local Agency Project Manager
R3
222 South 6th Street, Room 317
Grand Junction, CO 81501
970-986-9251
jason.huddle@state.co.us

For the Local Agency

CITY OF GLENWOOD SPRINGS
Ryan Gordon, City Engineer
101 WEST 8TH STREET
GLENWOOD SPRINGS, CO 81601-3303
970-384-6422
ryan.gordon@cogs.us

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.

EXHIBIT A
SCOPE OF WORK

Name of Project: Glenwood Spgs South Bridge
Project Number: CC M535-015
SubAccount #: 26158

This project will construct a bridge over the Roaring Fork River in the south Glenwood Springs area. This project titled "South Bridge" provides a critical second access between State Highway 82 and Airport Road. The bridge is planned to be two lanes with bike and pedestrian access.

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

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B

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 GLENWOOD SPRINGS CC M535-015 (26158)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$66,229,819.00, which is to be funded as follows:

1. BUDGETED FUNDS

a.	Federal Funds (80% of 2007 CDS #3128f Award)	\$981,808.00
b.	Local Agency Funds (20% of 2007 CDS #3128 Award)	\$245,452.00
c.	Federal Funds (80% of Rural Surface Transportation Grant)	\$49,682,927.00
d.	Local Agency Funds (20% of Rural Surface Transportation Grant)	\$12,420,732.00
e.	Federal Funds (82.79% of CDS Faby982 Award)	\$1,000,000.00
f.	Local Agency Funds (17.21% of CDS Faby982 Award)	\$ 207,875.00
g.	Federal Funds (82.79% of CDS Faby603 Award)	\$1,400,000.00
h.	Local Agency Funds (17.21% of CDS Faby603 Award)	\$291,025.00

TOTAL BUDGETED FUNDS	\$66,229,819.00
-----------------------------	------------------------

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	RU8PVC6GDD47
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	\$53,064,735.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	80.12%	\$53,064,735.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	19.88%	\$13,165,084.00
TOTAL PROJECT ESTIMATED FUNDING	100.00%	\$66,229,819.00

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	\$66,229,819.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$6,000,000.00
	Federal 80% of ROW	\$4,800,000
	Local Agency 20% of ROW	\$1,200,000

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	\$60,229,819.00
---	------------------------

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

WBS Element 26158.10.30	Performance Period Start*/End Date TBD - TBD	Design 3020	\$0.00
WBS Element 26158.20.10	Performance Period Start*/End Date TBD - TBD	Const. 3301	\$0.00

*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 80.12% federal funds to 19.88% Local Agency funds, and this ratio applies only to the \$66,229,819.00 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 \$66,229,819.00, and additional federal funds are available for the Work, the Local Agency shall pay 19.88% of all such costs eligible for federal funding and 100% of all other costs. If 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 \$66,229,819.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described herein. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$48,264,735.00 (federal funds of \$53,064,735.00 minus federal share of ROW of \$4,800,000). For CDOT accounting purposes, the federal funds of \$48,264,735.00 and the Local Agency matching funds of \$11,965,084.00 (Local Agency funds of \$13,165,084.00 minus Local Agency share of ROW of \$1,200,000.00) will be encumbered for a total encumbrance of \$60,229,819.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget is \$66,229,819.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency matching funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

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

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. CC M535-015	STIP No. SIN6615	Project Code 26158	Region 3
Project Location Glenwood Springs South Bridge Project			Date 11/28/2023
Project Description Provide a second access between SH82 and South Glenwood Springs area.			
Local Agency Glenwood Springs	Local Agency Project Manager Ryan Gordon / 970-384-6413		
CDOT Resident Engineer Joshua Cullen / 970-379-7658	CDOT Project Manager Jason Huddle / 970-986-9251		
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	X
	5.2	Determine Delivery Method	X	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	
3,3A	5.5	Conduct Design Scoping Review Meeting	X	
3,6	5.6	Conduct Public Involvement	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	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.) Joshua Cullen 11/28/2023 _____ 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	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	
		Pre-survey • Construction staking • Monumentation	x	
		Partnering (Optional)	x	
		Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)	x	
		Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	x	
		HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	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." Ryan Gordon 970-384-6413 _____ 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	x	
9	8.6	Review and Approve Shop Drawings	x	x
9	8.7	Perform Traffic Control Inspections	x	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. Ryan Gordon 970-384-6413 _____ 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	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. Joshua Cullen 970-379-7658 _____ 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	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
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	
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
9C	9.8	Approve mix designs - Concrete - Hot mix asphalt	X	X
9C	9.9	Check Final Materials Documentation	X	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	
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	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 journeyworkers 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 journeyworkers 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 the receipt 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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, subpartC;

- 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, Zip code + 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 arrangement 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.			


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." SAMExclusions 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. 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.

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.
 - i. 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.
 - ii. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - iii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - iv. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- v. 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 Contractorsto 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 CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓



Transportation Commission recommendation Ride Glenwood Springs transit vehicles

approved June 4, 2024 (unanimous)

The Transportation Commission recommends that City of Glenwood Springs promptly transition to electric-powered vehicles for Ride Glenwood Springs and for other municipal transit services, and that the city refrain from new long-term investment in fossil-fuel powered vehicles.



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: May 16, 2024 Council Minutes
Action Requested: May 16, 2024 City Council Minutes
Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



MINUTES
CITY OF GLENWOOD SPRINGS
CITY COUNCIL MEETING
MAY 16, 2024
6:15 PM

Note: Official meeting minutes are located on the City website via YouTube video at the following link: <https://www.youtube.com/user/GlenwoodSprings1885/videos>. The times in agenda items indicate approximately where the item can be found on the YouTube video timeline.

REGULAR SESSION

Item 6. 1:11 Roll Call

Present: Mayor Wussow, Mayor Pro-Tem Marco Dehm, Councilor Godes, Councilor Weimer, Councilor Kaup, Councilor Zalinski. Also present were; City Manager Steve Boyd; City Clerk Ryan Muse; City Engineer Ryan Gordon; City Attorney Karl Hanlon; Finance Director Yvette Gustad; Lieutenant John Hassell; Chief of Police Joseph Deras; Director of Economic and Community Development Hannah Klausman; Senior Planner Watkins Falk-Gray; Deputy Fire Chief Doug Gerrald; and Public Information Officer Bryanna Starbuck.

Item 7. 1:39 Agenda Changes & Conflicts

1:47 Councilor Zalinski moved to remove item C from the consent agenda and address it at a to be determined future date. Mayor Pro-Tem Dehm seconded.

The motion passed unanimously.

2:20 Councilor Kaup would like to move item B from the consent agenda to discuss in more detail. Item B is moved to item 22 of the agenda.

2:56 Councilor Godes moved to move item 21, ORDINANCE 2024-11, to item 16 of the agenda and to remove conversations about duplexes, up-zoning, and allowed uses from the agenda, tabling the topic indefinitely. The discussion about lot sizes will remain on the agenda.

Councilor Zalinski seconded.

Councilor Godes and Mayor Wussow made comments.

5:26 The motion passed 5-1 with Council Weimer voting against.

Item 8. 6:16 Council Announcements

There were none.

Item 9. 6:30 Citizens Appearing Before Council (for items not on the agenda - comments limited to 3 minutes)

6:45 Mayor Wussow opened the floor to public comment.

Public comments were made.

5:59 Mayor Wussow closed the floor to public comment.

Item 10. 10:02 Council Reactions to Public Comment

Mayor Wussow and Councilor Zalinski made comments.

Item 11. 13:42 Consent Agenda

13:44 Councilor Dehm moved to approve the consent agenda with Item B moved to the formal agenda for discussion and Item C moved to a future date. Councilor Kaup seconded.

The motion passed unanimously.

Item 12. 14:17 Proclamation for Police Week

Mayor Wussow presented Lt. John Hassell with a proclamation honoring police officers for their work and to mark National Peace Officers week.

Item 13. 18:53 Proclamation for Wildfire Preparedness Month

Mayor Wussow presented Doug Gerrald, Deputy Fire Chief, with a proclamation marking Wildfire Preparedness Month.

Item 14. 19:03 Shoshone Contribution

Randy Mueller, General Manager at the Colorado River District and Glenwood Springs resident, presented about the water rights at the Shoshone Power Plant. The River District is requesting a \$2M contribution toward the purchase of those water rights.

24:42 Mayor Wussow opened the floor to public comment.

Public comments were made.

31:04 Mayor Wussow closed the floor to public comment.

31:12 Councilor Kaup moved to approve a \$2 million contribution toward the purchase of water rights at the Shoshone Power Plant. Councilor Godes seconded the motion.

Councilors Zalinski, Dehm, Godes and Mayor Wussow made comments.

37:12 The motion passed unanimously.

Item 15. 37:44 South Bridge Update

Ryan Gordan, City Engineer, presented.

43:10 Mayor Wussow opened the floor to public comment.

None were made.

43:20 Mayor Wussow closed the floor to public comment.

Item 16. 43:47 ORDINANCE 2024-11; AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING TITLE 070 OF THE GLENWOOD SPRINGS MUNICIPAL CODE REGARDING ALLOWED USES AND MINIMUM LOT STANDARDS

Watkins Falk-Gray, Senior Planner for the City, presented.

1:02:36 Mayor Wussow opened the floor to public comment.

Public Comment were made.

1:18: 00 The floor was closed to public comment.

Economic and Community Development Director Hannah Klausman and Watkin Falk-Gray addressed questions brought up during public comment.

1:36:13 Councilor Godes moved to adopt the ordinance as presented per staff recommendations. The motion died for lack of second.

1:37:06 Mayor Pro-Tem Dehm moved to continue the item to allow for more community engagement and explanation of the ordinance. Councilor Kaup seconded.

Councilors Godes, Kaup, Weimer, Zalinski, Mayor Wussow made comments.

1:58:20 The motion passed 4-2 with Mayor Wussow and Councilor Godes voting against.

Item 21. 2:20:04 Resolution 2024-22; A Resolution of the City Council of the City of Glenwood Springs, Colorado, finding substantial compliance of a petition for annexation and setting a public hearing for June 20, 2024, to determine if the property petitioned for annexation complies with applicable statutory requirements and is considered eligible for such annexation.

This item has been moved to item after item 16 due to technical difficulties.

Karl Hanlon, City Attorney, presented the Resolution.

2:21:22 Mayor Wussow opened the floor to public comment.

No public comments were made.

2:21:27 Mayor Wussow closed the floor to public comment.

2:21:34 Councilor Dehm moved to approve the Resolution as presented. Councilor Kaup seconded.

Comments were made by Councilor Godes, Mayor Wussow, and City Attorney Karl Hanlon.

2:22:50 The motion passed unanimously.

Item 17. 2:23:32 Needs Assessment Report

Rod Tarullo, Parks and Recreation Director, presented the 2024 Community Needs Assessment results.

Councilor Godes, Councilor Weimer, and Mayor Wussow made comments.

Item 18. 2:32:42 Storm King Fire 30 Anniversary Update

Doug Gerrald, Deputy Fire Chief, presented.

Item 19. Resolution 2024-16; Rural Jump-Start Program

Due to technical difficulties, this item was skipped and will be rescheduled to another date.

Item 20. 2:38:19 Emergency Operations and Traffic Management Plan

Joseph Deras, Police Chief, and Doug Gerrald, Deputy Fire Chief, presented.

Item 22. 2:54:32 Award Request for Proposal (RFP) 2023-11P Three Mile Creek Confluence Project.

Steve Boyd, City Manager, and Ryan Gordan, City Engineer, presented.

2:56:38 Councilor Godes moves to appropriate the \$895,000 for the award for the Request for Proposal (RFP) 2023-11P Three Mile Creek Confluence Project. Mayor Pro-Tem Dehm seconded the motion.

The motion passed unanimously.

Item 22. Report from City Administration

Steve Boyd, City Manager, presented to Council regarding a sponsorship opportunity with the Hotel Colorado for the lighting ceremony during the Christmas season.

3:00:05 Councilor Godes moved to deny this sponsorship due to the for-profit nature of the business and the guidelines presented by the Financial Advisory Board. Mayor Pro-Tem Dehm seconded the motion.

The motion passed 4-2 with Councilor Kaup and Weimer voting against.

Steve Boyd presented that the Council is a member of the Associated Governments of Northwest Colorado and the dues are due for this year's membership.

3:02:07 Mayor Wussow moved not renew membership in the association due to lack of Council participation. Mayor Pro-Tem seconded the motion.

Comments were made by Councilors Weimer, Councilor Godes, and Mayor Wussow.

3:05:43 the motion passed unanimously.

Item 23. 3:06:23 Council Comments

Comments were made by Mayor Pro-Tem Dehm.

Mayor Pro-Tem Dehm moved to add the Historical Society to the agenda for the first or second Council meeting in June. Councilor Zelinski seconded the motion.

The motion passed unanimously.

Councilor Kaup and Councilor Zalinski made comments.

Item 24. 3:11:38 Council Social Event Location Announcement

Councilor Godes announced the social event location as Doc Holliday's.

Item 25. 3:11:50 Adjournment

3:11:52 Councilor Dehm moved to adjourn. Councilor Kaup seconded.

The motion passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: Appointments to the Downtown Development Authority

Action Requested: Appointments to the DDA

Department: City Clerk

Presented By: Ryan Muse

Strategic Goals: Preserve and Improve Infrastructure

Background Info: **Mayor Pro-Tem Dehm's Recommendation**
Mayor Pro-Tem Dehm interviewed applicant Chris Lehrman, a citizen, for a vacant seat on the DDA and recommends the Council approve his appointment. Kevin Flohr, a current DDA member, has applied for an additional term. Mayor Pro-Tem Dehm recommends the Council approve his reappointment.

Vacancies

Current Vacancy

- One regular seat with a term to expire in 2027.

**Composition of the Downtown Development Authority Board
(Per the Glenwood Springs Downtown Development Authority (GSDDA) Amended and Restated Bylaws; Article III Section 1)**

The affairs of the GSDDA shall be managed by a Board of no more than eleven (11) members. The Glenwood Springs City Council shall appoint nine (9) of these members from the general public and qualified to serve pursuant to C.R.S. § 31-25-806. The Mayor shall appoint two (2) members annually from City Council, a regular and an alternate. Such member's sole function will be to serve as a liaison between Council and the GSDDA Board and he/she shall not be a voting member of the Board except when there is a tie vote amongst the Board or when necessary to have a quorum. Each appointed member from the general public, shall reside within, be a business lessee within, own real property within, be an officer or director of a corporation, member or manager of a limited liability company, limited or general partner of a partnership having its place of business within the GSDDA district or be an employee of a entity with its place of business within the GSDDA as long as such employee is considered by the business to be a manager or assistant manager.

**Powers and Duties of the Downtown Development Authority Board
(Per the Colorado Revised Statutes; Title 31 - Government - Municipal Powers and Functions of Cities and Towns; Article 25 - Public Improvements, Part 8 - Downtown Development Authorities; § 31-25-801. Legislative Declaration;
Universal Citation: CO Rev Stat § 31-25-801)**

The Powers and Duties of the Downtown Development Authority Board shall be:

1. The general assembly declares that the organization of downtown development authorities having the purposes and powers provided in this part 8 will serve a public use; will promote the health, safety, prosperity, security, and general welfare of the inhabitants thereof and of the people of this state; will halt or prevent deterioration of property values or structures within central business districts, will halt or prevent the growth of blighted areas within such districts, and will assist municipalities in the development and redevelopment of such districts and in the overall planning to

restore or provide for the continuance of the health thereof; and will be of especial benefit to the property within the boundaries of any authority created pursuant to the provisions of this part 8.

2. The general assembly determines, finds, and declares that because of a number of atypical factors and special conditions concerning downtown development unique to each locality, the rule of strict construction shall have no application to this part 8, but it shall be liberally construed to effect the purposes and objects for which it is intended.

Issues:	N/A
Fiscal Impact:	N/A
Legal Review:	N/A
Staff Recommendation:	Staff defers to Council.

[View results](#)

Respondent

12

Anonymous

22:25

Time to complete

Downtown Development Authority Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Composition of the Downtown Development Authority:

(Per the Glenwood Springs Downtown Development Authority (GSDDA) Amended and Restated Bylaws; Article III Section 1)

The affairs of GSDDA shall be managed by a Board of no more than eight (8) members. The Glenwood Springs City Council shall appoint seven (7) of these members from the general public and qualified to serve pursuant to C.R.S. § 31-25-806. The Mayor shall appoint one (1) member annually from City Council, and an alternate therefrom. Such member's sole function will be to serve as a liaison between Council and the GSDDA Board and he/she shall not be a voting member of the Board except when there is a tie vote amongst the Board or when necessary to have a quorum. Each appointed member from the general public, shall reside within, be a business lessee within, own real property within, be an officer or director of a corporation, member or manager of a limited liability company, limited or general partner of a partnership having its place of business within the GSDDA district or be an employee of a entity with its place of business within the GSDDA as long as such employee is considered by the business to be a manager or assistant manager.

Personal Information

1. Membership Qualifications *

In order to serve on the Downtown Development Authority (DDA) Board, you must qualify as one of the following (please select the choice that applies to you):

- ☐ Resident within the boundaries of the DDA
- ☐ Business Lessee within the boundaries of the DDA
- ☐ Owner of property within the boundaries of the DDA
- ☒ Corporate Officer or Director of business within the DDA
- ☐ Manager or Assistant Manager of a business within the DDA

2. Name *

Kevin A. Flohr

3. Home Address *

3909 Old Lodge Road
Glenwood Springs CO 81601

4. Mailing Address *

91061 Glenwood Springs CO

5. Home Phone *

Work Phone *

Mobile Phone *

8. Email Address *

9. Occupation *

President and CEO Glenwood Hot Springs Resort

Personal and Professional Interests

10. Why are you interested in serving on the Downtown Development Authority (DDA) Board? *

On DDA for the past year

11. What do you view as your role if selected as a member to the DDA Board? *

Move the community forward and support.

12. Do you have any particular areas of interest or a particular perspective relating to downtown development in Glenwood Springs? *

Just willing to be part of the team and make a difference.

13. Can you describe an experience making a decision based on public opinion? *

42 years of this

14. Can you separate yourself from your personal opinions and represent the City's goals, policies, plans and the Glenwood Springs Municipal Code in an equitable fashion? *

yes

15. The DDA Board members generally attend one meeting a month in the morning in the weekday. Do you have any existing time commitments that will hamper your ability to serve? *

Will not be in attendance Sept. and Oct of 2024

16. What experience do you have working with people on a board, commission, or committee? *

Have been on the DDA for the past year

17. Please select today's date. *

4/17/2024



18. Have you served on the Downtown Development Authority Board before? *

☐ No

☒ Yes

Reappointment Applicants

19. Why do you think you should be reappointed? *

I don't need to be. Willing if needed.

20. Have you served two full successive terms on the Downtown Development Authority Board? *

No

Terms of Office of the Downtown Development Authority Board

(1) The affairs of the authority shall be under the direct supervision and control of a board consisting of not less than five nor more than eleven members appointed by the governing body. A majority of the members appointed shall reside or own property in the downtown development district.

(2) The board shall be constituted as follows:

(a) At least one member shall be a member of the governing body, appointed to serve at the pleasure of the governing body.

(b) Two members shall be appointed for terms expiring June 30 of the year following the date of the ordinance adopted by the governing body establishing the authority.

(c) Two members shall be appointed for terms expiring June 30 of the second year following the date of the ordinance adopted by the governing body establishing the authority.

(d) Two members, if the board consists of seven or more members, shall be appointed for terms expiring June 30 of the third year following the date of the ordinance adopted by the governing body establishing the authority.

(e) All other members shall be appointed for terms expiring June 30 of the fourth year following the date of the ordinance adopted by the governing body establishing the authority.

(3) A member shall hold office until his successor has been appointed and qualified. After the terms of the initial members of the board have expired, the terms of all members (except any member who is a member of the governing body) shall expire four years from the expiration date of the terms of their predecessors. Appointments to fill vacancies shall be for the unexpired term. In any municipality in which the charter provides that the appointive authority is the mayor, the mayor shall make appointments to the board.

Powers and Duties of the Downtown Development Authority Board

(Per the Colorado Revised Statutes; Title 31 - Government - Municipal Powers and Functions of Cities and Towns Article 25 - Public Improvements, Part 8 - Downtown Development Authorities; § 31-25-801. Legislative Declaration)

(1) The general assembly declares that the organization of downtown development authorities having the purposes and powers provided in this part 8 will serve a public use; will promote the health, safety, prosperity, security, and general welfare of the inhabitants thereof and of the people of this state; will halt or prevent deterioration of property values or structures within central business districts, will halt or prevent the growth of blighted areas within such districts, and will assist municipalities in the development and redevelopment of such districts and in the overall planning to restore or provide for the continuance of the health thereof; and will be of especial benefit to the property within the boundaries of any authority created pursuant to the provisions of this part 8.

(2) The general assembly determines, finds, and declares that because of a number of atypical factors and special conditions concerning downtown development unique to each locality, the rule of strict construction shall have no application to this part 8, but it shall be liberally construed to effect the purposes and objects for which it is intended.

Appointment, Removal, Term and Vacancies of Boards and Commissions

Members shall be appointed for terms expiring June 30 and shall expire four years from the expiration date of the terms of their predecessors.

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. No board member shall serve more than two (2) successive terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.
(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018, § 2, 4-20-2018)

Print

Downtown Development Authority Board Application - Submission #2561

Date Submitted: 4/25/2024

Downtown Development Authority Board Application

City of Glenwood Springs
101 W. 8th St.
Glenwood Springs, CO 81601

Steve Boyd, City Manager
steve.boyd@cogs.us
970-384-6422



Thank you for your interest in serving your community. Please answer all questions on this application.

Membership Qualifications*

You must qualify with one of the options below to be eligible to serve on the Downtown Development Authority Board. Please select the option(s) that applies to you.

- ☐ Resident within the boundaries of the DDA
- ☐ Business Lessee within the boundaries of the DDA
- ☒ Owner of property within the boundaries of the DDA
- ☒ Corporate Officer or Director of business within the boundaries of the DDA
- ☐ Manager of Assistant Manager of a business within the boundaries of the DDA

Please select today's date*

4/25/2024

Personal Information

First Name*

chris

Last Name*

lehrman

Occupation*

Civil Engineer

Home Address*

City*

Glenwood Springs

State*

CO

Zip Code*

81601

Mobile Phone Number*

Email Address*

Home Phone Number

Work Phone Number

Mailing Address (If different than home address)

City

State

Zip Code

Personal and Professional Interests

Why are you interested in serving on the Downtown Development Authority Board?*

I am a part owner in SGM and also a part owner in the Springs Center building that SGM rents and would like to represent the north side of Glenwood Springs.

What do you view as the role of a Downtown Development Authority Board member?*

Participate at a board level for the betterment of the community with an engineering expertise to offer.

Do you have any particular areas of interest or a particular perspective relating to downtown development in Glenwood Springs?*

I would like to see smart growth in redevelopment while not creating too many rules to prevent growth.

Can you describe an experience making a decision that made people unhappy?*

When I served on the Oak Meadows Service Company Board, I advocated for raising water and sewer rates to pay for much needed capital improvements. We had to educate the rate payers as to why it was important to raise the rates to have reliable drinking water and sewer service.

Can you separate yourself from your personal opinions and represent the City's goals, policies, plans and the Glenwood Springs Municipal Code in an equitable fashion?*

I can, I am an objective person and must do this as a professional in my career as a civil engineer.

The DDA Board generally meets once a month during a weekday. Do you have any existing time commitments that will hamper your ability to serve?*

No. I work downtown and can schedule around monthly meetings if I know in advance.

What experience do you have working with people on a board, commission, or committee?*

I have worked in municipalities over the last 20 years in Garfield County, Carbondale, Basalt and Snowmass as a municipal engineer making recommendations to boards in the communities in regards to water, wastewater, transportation, private development and setting of rates and fees. I also served on the Oak Meadows Service Company BOD for 5+ years as an elected board member.

Have you previously served on the Downtown Development Authority Board?*

No

Reappointment Applicants

These questions only required for reappointment applicants.

Why do you think you should be reappointed?

There is no representation from the North Side of the Colorado River and I have municipal background that makes me a strong candidate.

Have you served two full successive terms on the Downtown Development Authority Board?

No

Powers and Duties of the Downtown Development Authority Board

(Per the Colorado Revised Statutes; Title 31 - Government - Municipal Powers and Functions of Cities and Towns; Article 25 - Public Improvements, Part 8 - Downtown Development Authorities; § 31-25-801. Legislative Declaration)

1. The general assembly declares that the organization of downtown development authorities having the purposes and powers provided in this part 8 will serve a public use; will promote the health, safety, prosperity, security, and general welfare of the inhabitants thereof and of the people of this state; will halt or prevent deterioration of property values or structures within central business districts, will halt or prevent the growth of blighted areas within such districts, and will assist municipalities in the development and redevelopment of such districts and in the overall planning to restore or provide for the continuance of the health thereof; and will be of especial benefit to the property within the boundaries of any authority created pursuant to the provisions of this part 8.
 2. The general assembly determines, finds, and declares that because of a number of atypical factors and special conditions concerning downtown development unique to each locality, the rule of strict construction shall have no application to this part 8, but it shall be liberally construed to effect the purposes and objects for which it is intended.
-

Appointment, Removal, Term, and Vacancies of Boards and Commissions

(Per the Colorado Revised Statutes; Title 31 - Government – Municipal; Powers and Functions of Cities and Towns; Article 25 - Public Improvements; Part 8 - Downtown Development Authorities; § 31-25-805. Board - membership - term of office)

Members shall be appointed for terms expiring June 30 and shall expire four years from the expiration date of the terms of their predecessors.

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

1. February:

Planning and Zoning Commission;
Finance Advisory Board;
Tourism Management Board;
Building Board of Appeals.

2. March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

3. April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Workforce Housing Fund Advisory Board;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, no Board member shall serve more than two (2) full successive terms on the same board or commission. An individual may serve multiple non-successive terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item:	Award Request for Proposal (RFP) 2024-10P Comprehensive Safety Action Plan (CSAP)
Action Requested:	Award RFP 2024-10P Comprehensive Safety Action Plan (CSAP)
Department:	Engineering
Presented By:	Ryan Gordon, Lee Barger
Strategic Goals:	Preserve and Improve Infrastructure
Background Info:	Engineering has a Safe Streets for All grant from Federal Highway Administration (FHWA) to develop a Safety Action Plan with engineering designs and ideas to improve pedestrian, biking and general safety at intersections and along the City's roadways. Developing a Safety Action Plan is a prerequisite to pursuing grants for safety improvements. Engineering issued an RFP to develop the Safety Action Plan and received 5 bids from qualified firms (Conzor, Foresite, JR Engineering, Kimley-Horn, Mead and Hunt). The selection criteria was based on qualifications, personnel and understanding of the City's needs - costs/fees was not part of the evaluation. City staff will work with the selected contractor to develop the scope and fee for specific tasks within the grant budget. Staff recommends award to the Consor team.
Issues:	NA
Fiscal Impact:	The grant is for a total of \$600,000 of which 80% or \$480,000 is from FHWA and 20% or \$120,000 is the local match from the City. The Bus Tax Fund will have approximately \$2 million after our match.
Legal Review:	NA
Staff Recommendation:	Staff recommends awarding the RFP to Consor with the appropriate budget adjustments in the Quarter 2 amendment.



**Request for Proposal 2024-10P
Comprehensive Safety Action Plan (CSAP)**

Buyer:
City of Glenwood Procurement Department
101 West 8th St / Glenwood Springs, CO 81601 / ryan.muse@cogs.us



2024-10P Comprehensive Safety Action Plan (CSAP)

Section I: Introduction

The City of Glenwood Springs uses the Rocky Mountain E-Purchasing System ("BidNet") to post solicitations and any supporting or additional information, including Addenda, Bid Sheets and awards. Proposals must be submitted prior to close on BidNet. The City of Glenwood cannot accept a response that did not come through the right channel on time. All documents and information are available at www.bidnetdirect.com/cityofglenwoodsprings. If you require additional information regarding BidNet call Vendor Support at 800-835-4603 anytime Monday-Friday from 6:00 am to 6:00 pm Mountain Time.

Project Summary:

The City of Glenwood Springs, Colorado has completed a project to analyze accident frequency and location data acquired and collated by the Federal Highway Administration (FHWA) in a Local Road Safety Plan (LRSP). FHWA and the City have also reviewed individual pedestrian accident reports within the city to identify any correlation in cause.

The City, in conjunction with its partners in the project, the Colorado Department of Transportation (CDOT), the Roaring Fork Transportation Authority (RFTA), and the Roaring Fork School District (RFSD), would like to review additional individual accident reports and data in the city related to transit, bicycles, and pedestrians.

With this data, our team would like to analyze and develop a Comprehensive Safety Action Plan (CSAP) that provides recommendations and prioritizes a suite of projects, operational changes, and public information campaigns that would target and address our higher than average incident rates verses the peer cities reviewed in the LRSP in statewide data comparisons.

Section II: Timeline

TIMELINE	DATE	TIME
Optional Zoom Meeting	MARCH 20	11:30 a.m.
Question Submittal Due Date	MARCH 26	2:00 p.m.
Addendum and Submittal Sheet Posted to BidNet	APRIL 18	2:00 p.m.
Proposal Due http://www.bidnetdirect.com/cityofglenwoodsprings	APRIL 25	2:00 p.m.
Candidate Interview (if necessary – save the date)	TBD	TBD
Target Award Date (Subject to Change)	MAY 2	7:00 p.m.

There will be an optional pre-proposal meeting on Wednesday, March 20, 2024 at 11:30 am Mountain Time on Microsoft Teams. Consultants are not required to attend; however, this meeting will provide time for consultants to ask any questions pertaining to this project. This webinar will later be posted as part of an addendum.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 257 206 645 914

Passcode: BAWKQ



2024-10P Comprehensive Safety Action Plan (CSAP)

Section III: Instructions to Submitters

- a) The following items must be submitted with your proposal:
 - a. Cover Sheet
 - b. Qualifications and experience of the firm and project team
 - c. Understanding of the project scope
 - d. Bid Schedule with a breakdown of each task
 - e. Estimated timeframe of each task
 - f. Subconsultants identification and qualifications
 - g. Any exceptions taken to the Specifications and Scope of Work
- b) Please upload your submittal to BidNet in one single PDF file.
- c) The City of Glenwood Springs endeavors to provide a uniform distribution of information to vendors and conduct a fair selection process. We ask that you please follow these instructions carefully. Any submittal that does not meet the requirements set forth in this document and any addenda will not be considered by the Selection Committee.
- d) We ask that you do not contact any member of staff directly with questions or comments about the RFP other than Ryan Muse, City Clerk. Any attempts to contact City personnel other than the City Clerk will result in disqualification. Please send questions to bidresponse@cogs.us and they will be answered as addendums on the BidNet site. Multiple people check this email address so you will probably get a faster response here than emailing the City Clerk.
- e) All addenda issued by The City of Glenwood Springs will be placed on the BidNet site prior to the time that proposals are received and shall be considered part of the RFP. It shall be the Bidder's responsibility to view all documents posted on BidNet. The City may issue several addenda during the process as needed for clarification.
- f) BidNet will automatically stop allowing uploads at the date and time of closing. Sometimes the process takes a few minutes so please upload your proposal well ahead of the closing time. The City cannot see who or how many responses have been submitted to BidNet prior to the closing date so we are unable to confirm receipt. However, you may assume your upload was successful if BidNet accepts the document.
- g) The City of Glenwood Springs makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all proposals, waive any formalities or technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in the City's best interest.
- h) Representations made within the proposal will be binding on Bidder. Failure to comply with the requirements contained in this RFP will result in the rejection of your proposal.
- i) Bidder recognizes and understands that any costs incurred by the Bidder from submitting a response to this RFP are the responsibility of the bidder.

Section IV: Proposal Format and Content

The prospective Consultant's proposal shall include a brief letter of transmittal signed by an individual or individuals authorized to bind the prospective Consultant contractually.



2024-10P Comprehensive Safety Action Plan (CSAP)

Qualifications and Experience of the Firm, Including Subconsultants

The Consultant shall provide information on their business, applicable certificates of recognition and other pertinent information that demonstrates their qualifications to perform the contract. Information on education, training, certification, awards, etc. for individual employees of the Consultant or subconsultant may be supplied. The firm should have a minimum of three years of experience evaluating signal timing and progression, large scale traffic calming/road diet projects, transit system stop safety analysis. Provide information regarding at least three similar projects within the last five years with a client contact that is familiar with the Consultant's work.

Qualifications and Experience of the Project Team, Including Subconsultants

The consultant shall designate a project team comprised of experienced professional and technical staff to perform the work competently and efficiently with either their own personnel or subconsultants. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how subconsultants will fit into the management structure. Resumes of key team members, limited to two pages per person, shall be included in the proposal. The resumes should indicate employer names for experience gained under another employer. The team members should have at least three years of experience in their fields of expertise.

In specific the City seeks these areas of expertise and understanding:

1. Experience evaluating accident data and possible solutions
2. Experience with traffic signals and progression
3. Experience with traffic studies and intersection analysis
4. Experience with traffic calming/road diets
5. Experience with transit safety
6. Experience with public process and input

Understanding of the Project Scope

The Consultant shall demonstrate an understanding of the generalized scope of services for the work. The Consultant shall set forth how they propose to accomplish this work. The Consultant must describe the firm's proposed solutions for completing the work. The Consultant shall submit the anticipated timeframe to complete the tasks identified.

Section V: RFP Terms & Conditions

Schedule

The contractor shall submit a schedule showing the order in which the contractor proposes to carry on the work, including when work is to commence and the estimated number of calendar days required to complete the project. Said schedule shall be subject to the approval of the city. Should the city be of the opinion that any schedule of operation as submitted is inadequate to secure the completion of the work in the time agreed upon or otherwise not in accordance with the specifications or the work is being inadequately or improperly prosecuted in any respect, the City may ask that the contractor submit a new schedule.



2024-10P Comprehensive Safety Action Plan (CSAP) Discussions/Negotiations

The City of Glenwood Springs reserves the right to contact any Bidder for clarification of information submitted and to conduct discussions with Bidders, to accept or not accept revisions of Proposals, and to negotiate any point in

the proposal or the subsequent contract at the sole discretion of the City's Chief Operating Officer. Due to budget restrictions, this project may not be awarded in full to the selected contractor.

Indemnification

If any litigation from any claims, disputes or other matters in question arising out of or relating to this agreement, or the breach thereof, the successful party in the litigation shall be entitled to reasonable legal expenses as part of any judgment.

Proprietary Information

It is understood that the City is a public institution and, as such, is subject to the Colorado Open Records Act, CRS §§ 24-72-101 et. seq. ("CORA"). Any information uploaded to BidNet or otherwise submitted will become a public record and subject to inspection following the final selection of a bidder and the award of a contract. Bid tabulations and results will be posted to BidNet. Except as otherwise agreed prior to the award or finalization of any vendor transaction, the City shall provide upon request by any third party all information pertaining to such transaction which must be disclosed pursuant to CORA, and the City's obligations under CORA supersede its obligations under any agreement, contract, purchase order or negotiated transaction. If you object to the disclosure of any confidential or privileged information as such is defined in CORA, any such pages must be marked confidential and submitted as outlined herein. If you fail to mark the documents confidential and fail to include the explanation, any objection to the release of any information will be deemed waived by the City. Please note that your objection will be considered but is not binding on the City. The City is required to make a determination under CORA and may only withhold documents that are confidential under the law. If the City releases documents marked as confidential in compliance with CORA, the Bidder waives any claims for liability or damages. To avoid disclosure of trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data ("Confidential Information"), the Bidder must clearly mark all Confidential Information as such and provide a written, detailed justification with its proposal of the protected nature of the Confidential Information under CORA. This justification must address, at a minimum, the specific competitive harm that may result from any disclosure, the intrinsic value of the Confidential Information to the Bidder, and any safeguards used to protect the Confidential Information from disclosure. By submitting a proposal, the firm agrees to hold the City harmless from any claim arising from the release of Confidential Information not clearly marked as such by the Bidder or lacking written, detailed justification as supported by CORA.

Standard Contract

Bidder has had an opportunity to review the City's standard contract for this project and agrees to the use of the standard contract and the terms and conditions contained therein.

Section VI: Warranties, Representations and Acknowledgements of Bidder

- a) Bidder acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract and (2) the submission of a proposal by Bidder in response to this RFP will not create a contract between the City of Glenwood and Bidder.



2024-10P Comprehensive Safety Action Plan (CSAP)

- b) Bidder offers and agrees to furnish to the City of Glenwood with the products and/or services described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions, and requirements set forth in the RFP documents and contained herein.
- c) Bidder represents and warrants that (1) Bidder is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions, and requirements of the RFP; (2) Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP; (3) Bidder is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances; (4) Bidder understands the requirements and specifications set forth in this RFP and the terms and conditions set forth; and (5) all statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Bidder acknowledges that the City of Glenwood will rely on such statements, information, and representations in selecting the successful Bidder. If selected by the City the Bidder will notify the City immediately of any material change in any matters with regard to which Bidder has made a statement or representation or provided information.
- d) Bidder agrees to be in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- e) In 2021, Colorado HB21-1110 strengthened the Colorado law for protection against discrimination against persons with disabilities; specifically, it requires the accessibility of all digital government information technology. To comply, all digital experiences provided by the contactor must meet all applicable Level A and AA success criteria of the current non-draft version of the Web Content Accessibility Guidelines (WCAG).



CITY OF GLENWOOD SPRINGS

Comprehensive Safety Action Plan (CSAP)

RFP NO. 2024-10P | APRIL 25, 2024

PREPARED FOR:

City of Glenwood Springs Procurement Department
Point of Contact: Ryan Muse
101 West 8th Street
Glenwood Springs, Colorado 81601
p: 970.384.6445
e: ryan.muse@cogs.us

PREPARED BY:

Consor Engineers, LLC (Consor)
Point of Contact: Nikki Riemer, PE, RSP₁
1675 Larimer Street, Suite 400
Denver, Colorado 80202
p: 720.574.0540
e: nikki.riemer@consoreng.com

April 25, 2024

City of Glenwood Springs Procurement Department101 West 8th Street
Glenwood Springs, Colorado 81601**RE: Glenwood Springs Comprehensive Safety Action Plan (RFP 2024-10P)**

Dear Selection Committee Members,

On behalf of **Consort**, we are excited for this opportunity to help Glenwood Springs move towards your goal of making the roadway network in Glenwood Springs safer for all users by reducing the number of transportation-related fatalities and serious injuries. This is a very exciting time, as you have committed to improving transportation safety in your community and have received a Safe Streets and Roads for All Grant for the planning of a Comprehensive Safety Action Plan. We would be honored to partner with you and have intentionally chosen a dedicated and local team to support this important planning initiative.

Consort's expertise pairs seamlessly with our teaming partner, **Alta Planning + Design (Alta)**, who has a proposed team member, Chloe Ward, who is local to Glenwood Springs. Additionally, our team consists of members who have recently completed the Glenwood Springs Transportation Management Association (TMA) Work Plan and were involved in the MOVE Study. Our teams have a history of collaborating together, including the ongoing Willits Lane Connectivity and Wayfinding Study in Basalt, Colorado. Our team's unique expertise offers you several benefits for this project:

- **We have experience in performing Safety Action Plans, Vision Zero projects, and safety studies and understand the USDOT's Comprehensive Safety Action Plan requirements.** We have an extensive list of project experience in Colorado and nationwide that include Vision Zero Planning, safety studies, and design and implementation of safety recommendations. Additionally, we have written Safe Streets For All (SS4A) Implementation grants for Boulder County and Miami-Dade County. Our experience has allowed us to become deeply familiar with the required Action Plan components for your community to be eligible for SS4A Implementation funds. We will partner with you to move your existing plans forward, develop recommendations, and set you up for implementation funding.
- **Our project team has diverse, unmatched knowledge and expertise.** Safety outcomes are better when the best minds come together to diagnose problems and prescribe solutions. Our team includes a mix of planners and engineers that have a strong and diverse technical background. The strength of this team confirms that this plan will result in meaningful outcomes and that you will be advised and supported through City Council plan adoption.
- **We will effectively and efficiently engage the public throughout the Comprehensive Safety Action Plan's Development.** We are proposing a unique public engagement strategy that relies on a combination of virtual and in-person engagement to allow stakeholders and community members to learn about the goal of Vision Zero in Glenwood Springs, provide input at multiple times throughout the process, and see how their input has informed the final recommendations.

We appreciate the opportunity to propose on the Glenwood Springs Comprehensive Safety Action Plan. Please contact Nikki Riemer at nikki.riemer@consoreng.com or 720.574.0540 should you need any additional information while reviewing our qualifications. **We have reviewed the Specifications and Scope of Work and have no exceptions. We acknowledge Addendums 1, 2, 3, 4, and 5.**

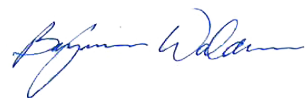
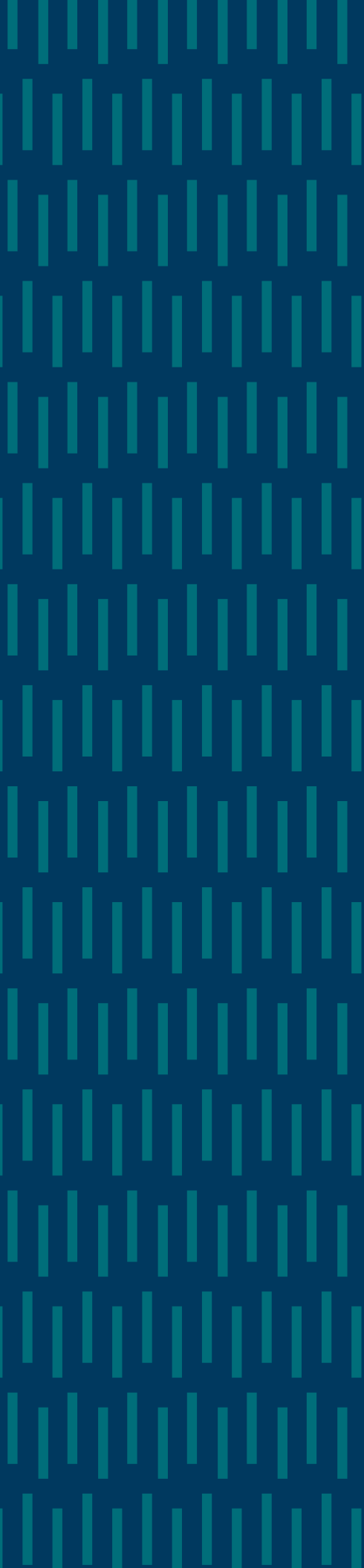
Sincerely,
ConsortBen Waldman PE, PTOE, *Principal-in-Charge*
720.420.4423 | ben.waldman@consoreng.comNikki Riemer, PE, RSP₁, *Project Manager*
720.574.0540 | nikki.riemer@consoreng.com



Table of Contents

Qualifications and Experience of the Project Team, including Subconsultant	1
Understanding of the Project Scope	14
Bid Schedule	33
Estimated Staff Hours	34
Exceptions to the Specifications and Scope of Work (No Exceptions)	

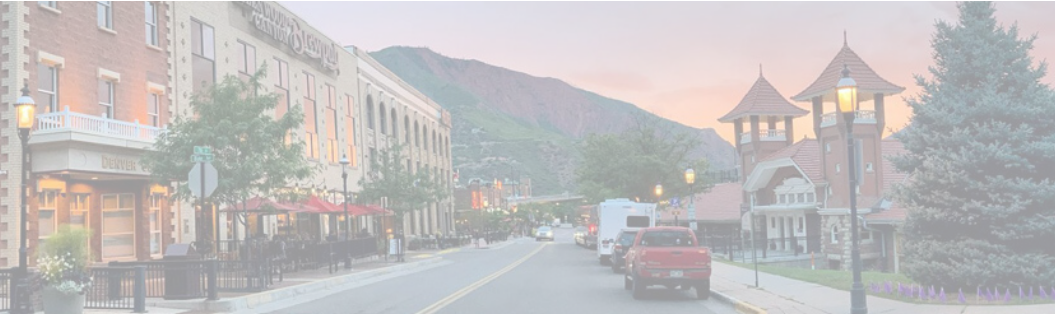


Qualifications and Experience of the Project Team, including Subconsultant

Firm Qualifications



Conсор's Colorado presence, launched in 2006, includes offices in Denver, Lakewood, and Louisville. Collectively in business for more than 40 years, we offer 60+ local teammates delivering planning, engineering, and construction management on transportation and water infrastructure projects throughout the state. **These local resources are backed by the full complement of Conсор's 1,600 professionals nationwide, who specialize in planning, engineering design, structural assessment, water resources, drainage, green infrastructure, utility planning and engineering, and construction management services.** With access to our resources, you can have confidence in our ability to meet demands as they arise.



Transportation Planning Expertise:

- Safety & Vision Zero
- Traffic Calming Studies
- Public and Stakeholder Outreach
- Multimodal Planning
- Transit Planning
- Complete Street Studies
- Transportation Master Plans
- Corridor Studies
- Curbside and Parking Studies
- Traffic and Multimodal Data Collection
- Traffic Impact Analysis
- ITS and Communications Planning
- Conceptual Planning and Cost Estimating
- Grant Management
- Program Development



Alta is a sustainable transportation consulting firm dedicated to creating active, healthy communities through planning, landscape architecture, engineering, and education/encouragement programs. Alta's work is centered on people, regardless of the way they move, providing their clients with specialized expertise to create effective safety action plans.

They guide their clients through the planning process, creating momentum for and a culture of prioritizing safer streets and roadways for all. They set up leadership systems to see that partners, stakeholders, and the public are engaged throughout the development of the plan and beyond. They elevate equity as a primary element of opportunity and develop comprehensive safe systems recommendations that consider policy, programs, and design, recognizing that it takes an "all in" approach to achieve true systemic safety.

Alta has more than 25 years of experience working in historic, recreation-based mountain communities; they are familiar with the unique needs of these communities and tailor their plans and facility designs to specifically address these needs. Working in communities centered around recreational and nature-based tourism requires a balanced approach that expands opportunities for health and economic growth, while respecting the natural surroundings and historical character.



Who we are

1,600+ PEOPLE

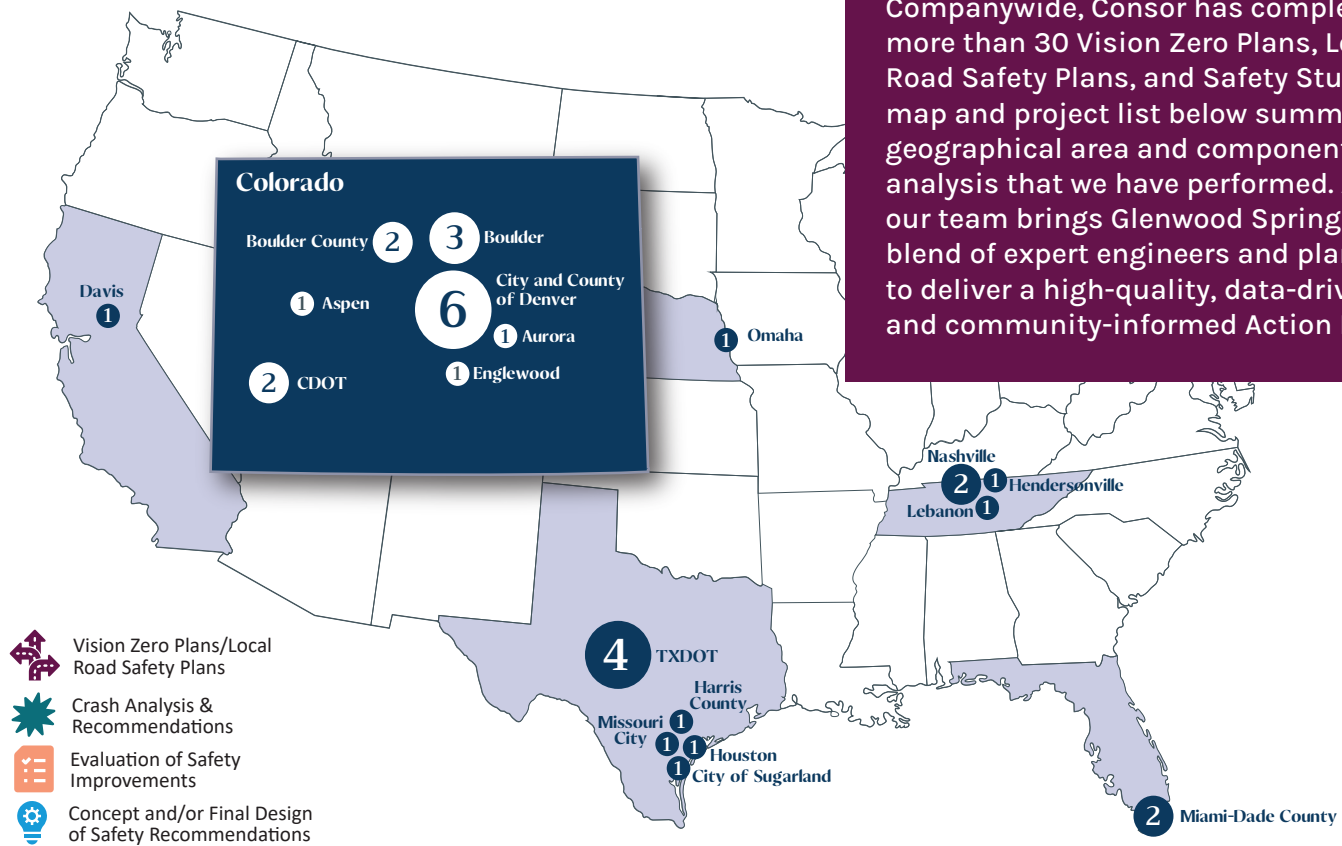
60+ LOCAL STAFF:

- 35 Professional Engineers
- 3 PTOEs
- 4 AICPs
- 5 Construction Managers/Inspectors
- 1 Envision ENV SP Professional
- 1 LEED Accredited Professional

YEARS IN BUSINESS

17 in Colorado | **43** Total

Companywide, Consor has completed more than 30 Vision Zero Plans, Local Road Safety Plans, and Safety Studies. The map and project list below summarize the geographical area and components of safety analysis that we have performed. As a result, our team brings Glenwood Springs a strong blend of expert engineers and planners to deliver a high-quality, data-driven, and community-informed Action Plan.



Colorado

Boulder

- Boulder Vision Zero: Safe Streets Report
- Neighborhood Speed Management Program
- Vision Zero Innovation Program

Boulder County

- US 287 Vision Zero Study
- Boulder County, Lafayette, & Superior Vision Zero Action Plans

Colorado Department of Transportation

- Region 5 Critical Locations Safety Study
- SH 83 Rumble Strips

Aspen

- West End Safety Study

Englewood

- East Dartmouth HSIP

Aurora

- Pedestrian Enhancement Program

Denver

- 17th & 18th Avenues Bus Priority & Vision Zero Project
- Neighborhood Traffic Management Programs
- Sheridan Boulevard Corridor Multimodal Plan
- Bikeway Vision Zero Analysis
- Highway Safety Improvement Project Program Management

California

Davis

- Local Road Safety Plan

Nebraska

Omaha

- 90th & Blondo Streets Corridor Safety Improvements

Florida

Miami-Dade County

- Vision Zero Plan
- Community Service Requests

Texas

Texas Department of Transportation

- I-610/US 59 (I-69) Interchange
- I-35 Reconstruction
- I-10
- US 67

Missouri City

- Vicksburg Corridor Safety Analysis

Sugarland

- Soldiers Field Drive Extension and Roundabout

Houston

- Cullen Park Path Connection

Harris County

- Cloverleaf Livable Centers Study

Tennessee

Nashville Department of Transportation

- Comprehensive Sidewalk and Bikeways Program Management
- Estes and Hobbs Intersection Improvements

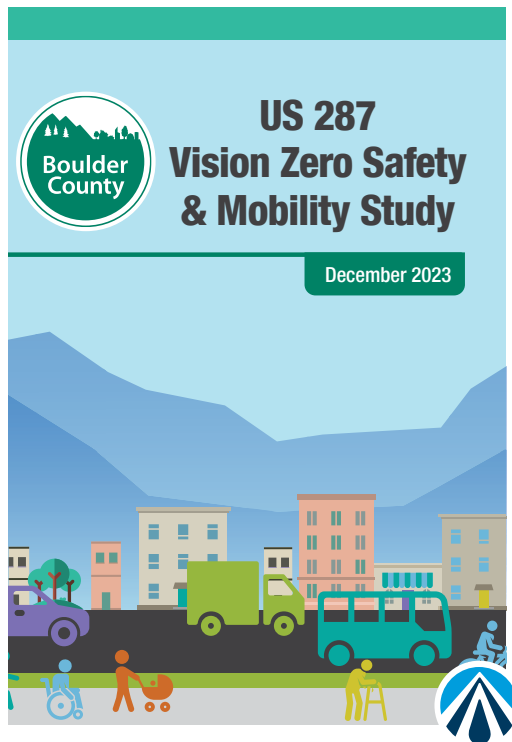
Lebanon

- Sidewalk Safety Improvements

Hendersonville

- Hillside Drive Roadway Improvements

Highlighted Project Experience



US 287 Vision Zero and Mobility Study

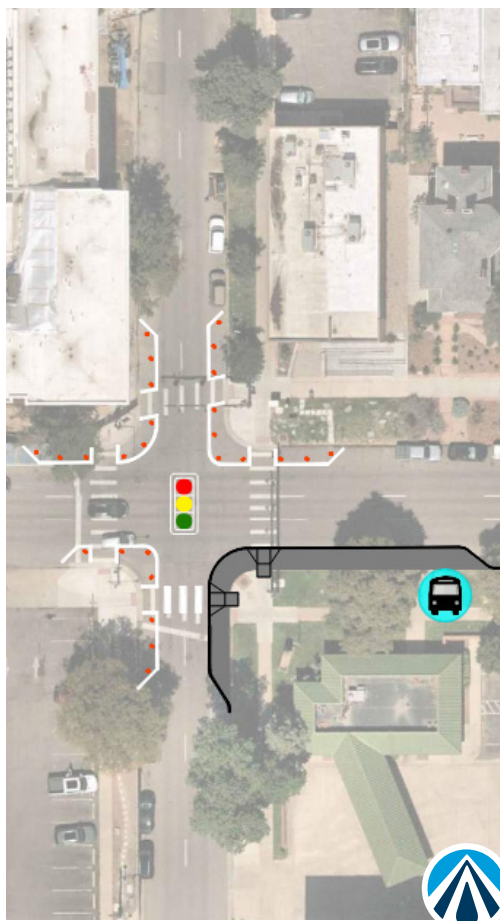
Boulder and Broomfield Counties, Colorado

Reference: Alex Hyde-Wright, Regional Multimodal Planning Division Manager, Boulder County, Colorado

P: 303.441.4910, E: ahyde-wright@bouldercounty.org

Conсор collaborated with Boulder County to complete a Vision Zero Safety and Multimodal Mobility Study along the US 287 corridor from Broomfield to Longmont to improve safety for all modes. Conсор performed an extensive safety analysis using DiExSys Vision Zero Suite to identify crash trends and identify project recommendations for mitigation, with an emphasis on mitigating severe injury and fatal crashes. Our team also determined the feasibility of an off-street bicycle facility along the alignment of US 287. The project required an extensive amount of coordination between key stakeholders including Boulder County, CDOT, City of Longmont, Town of Erie, City of Lafayette, and City and County of Broomfield to make sure recommendations align with the future projects and vision along the corridor. The final report was completed in December 2023.

Relevance to Glenwood Springs > Nikki Riemer was the project manager and her experience leading this analysis gave her the experience of balancing Boulder County, local municipality, and CDOT priorities and goals on US 287. Frequent coordination with CDOT will be critical to develop successful countermeasures along SH 82, SH 6, and SH 24.



17th & 18th Avenues Bus Priority & Vision Zero Project

Denver, Colorado

Reference: Wesley Dismore (Paternity Leave) & Phoebe Fooks Senior City Planner, City and County of Denver, Colorado

P: 720.865.3130, E: phoebe.fooks@denvergov.org

Conсор developed transit and safety improvements along 17th & 18th Avenues from Broadway to Colorado Boulevard. The project identified recommendations to improve transit reliability and positively impact safety for all modes along 17th & 18th Avenues. The project included a detailed crash analysis and identified proposed safety improvements to support city-wide Vision Zero efforts as 17th & 18th Avenues are on the High Injury Network. The crash analysis and recommendations focus on reducing vehicular speeds and improving intersection crossings for pedestrians and bicyclists. A traffic operations analysis was completed as part of the project to understand the impacts to delay and travel time along the corridor as a result of safety and transit improvement recommendations. The team developed a conceptual design roll plot and is now moving into the final design phase of the project.

Relevance to Glenwood Springs > Nikki Riemer is the project manager for this project and has valuable insight of recommendations that improve transit speed and reliability while also having a positive effect on safety for all modes, which will be applicable in Downtown Glenwood Springs. The project also included paint and post quick-build recommendations to improve safety. Our team can assist with creating design drawings and piloting quick-build solutions to evaluate effectiveness prior to investing in permanent infrastructure.



Miami-Dade County Vision Zero Action Plan & Program

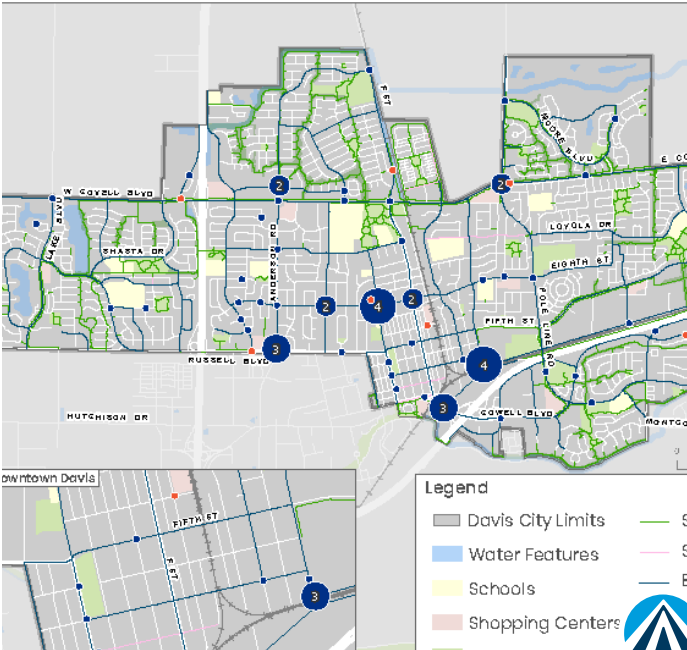
Miami-Dade County, Florida

Reference: Gaby Serrado, Chief of Planning and Systems Development and Public Works, Miami-Dade County Department of Transportation
P: 786.469.5277, E: gabriella.serrado@miamidade.gov

Conсор's Denver team assisted the Miami-Dade County (MDC) Department of Transportation and Infrastructure (DTPW) through the creation, development, and management of their Vision Zero program that aimed at eliminating traffic fatalities and serious injuries by 2040. Conсор guided DTPW leadership to establish, implement, and document Vision Zero and other safety-oriented transportation-related priorities, long-term strategic planning, and short-term initiatives. The team supported the analysis and synthesis of data such as fatal and severe traffic collision data, systemic safety trends, and equity and demographic data to identify, prioritize, communicate, and advocate for safety projects and needs. The team documented the results in the 2023 update to MDC's Vision Zero Action Plan. Conсор also assisted MDC in responding to resident requests by designing quick action construction plans. The team has completed more than a dozen designs to improve intersections, transit stops, and other high demand/high conflict locations.

Relevance to Glenwood Springs > Our team has experience developing Safety Action Plans and helping clients with the development of grants. Jenny Godwin supported Miami-Dade with the development of a Safe Streets for All (SS4A) Implementation grant for award of \$16,000,000.

Number of Head-On Collisions between 2009 and 2019



Davis Local Road Safety Plan

Davis, California

Reference: Ryan Chapman, PE, Assistant Director and City Traffic Engineer, City of Davis, California
P: 786.469.5227, E: rchapman@cityofdavis.org

Partnering with the City of Davis, California, the Conсор team developed a Local Road Safety Plan (LRSP) that applies Vision Zero principles to analyze collision patterns and the associated factors for all collisions on local roads in the City of Davis over the last 10 years. Conсор analyzed who is getting in collisions, when collisions are occurring, what types of collisions are occurring, and where collisions are occurring, ultimately developing an HIN. The team used the key takeaways from the analysis to create and prioritize recommended projects, policies, and strategies for achieving the City's Vision Zero goal to eliminate traffic deaths and serious injuries by 2035.

Relevance to Glenwood Springs > Our team understands the importance of testing all crash factors to better understand trends that may be hidden in the data. We will use a mix of alternate strategies to supplement the crash analysis that will help identify trends or locations that may not be identified through the crash data, including Wejo (Big Data provider) to identify areas of hard braking and quick acceleration and detailed review of severe, fatal, and bicycle/pedestrian-involved crash reports.



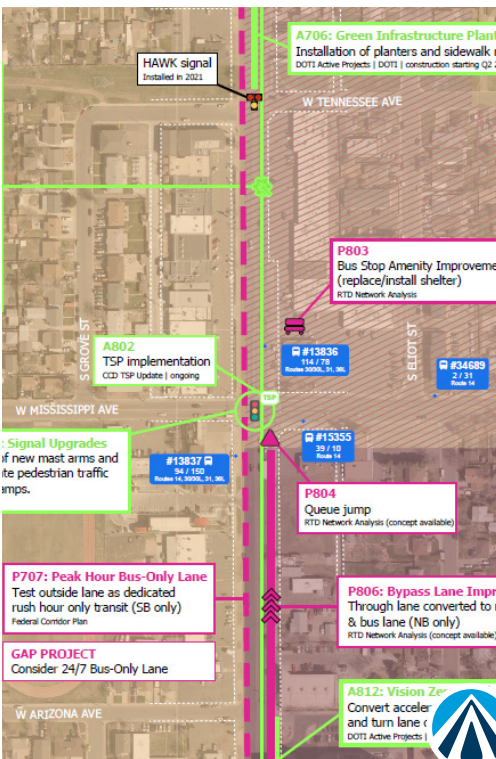
Boulder Neighborhood Speed Management Program (NSMP) & Vision Zero Innovation Program (VZIP)

Boulder, Colorado

Reference: Devin Joslin, Principal Traffic Engineer, City of Boulder
P: 303.441.3289, E: joslind@bouldercolorado.gov

Conсор supported the City of Boulder in designing neighborhood traffic calming features for the NSMP's first two complex corridor projects. The project included neighborhood engagement and the identification of a preferred alternative. The analysis required determining standards for distance between traffic calming treatments and design of safe bicycle facilities through the treatments. Conсор developed construction striping and signing plans and the designs for both corridors were approved by the City's Transportation Advisory Board and City Council at the end of 2019 and installed in 2021. Results have shown reductions in vehicle speeds for both corridors. In 2022, the City hired Conсор to evaluate the effectiveness of traffic calming treatments installed through the NSMP and VZIP programs. The team analyzed before and after vehicle volumes, speeds, and public feedback, resulting in a better understanding of which horizontal and vertical traffic calming treatments are most effective at reducing speeds and recommendations for when to apply the treatments that can be applied to other cities.

Relevance to Glenwood Springs > Although SH 82, SH 6, SH 24, and Midland Avenue experience the majority of the crashes in Glenwood Springs, we will confirm our recommendations do not have a negative impact and cause significant diversion to local streets. Our experience has informed us of which horizontal and vertical traffic calming treatments are most effective at reducing speeds and when to apply the treatments. A Comprehensive Safety Action Plan must analyze all modes and our recommendations in Glenwood Springs will make sure that residents and visitors are able to safely walk and bike as desired.



Federal Boulevard Transit Speed & Reliability Improvements - Final Design

Denver, Colorado

Reference: James Colbert, PE, Senior Engineer, City and County of Denver
P: 720.260.4337, E: james.colbert@denvergov.org

Denver's Department of Transportation and Infrastructure's vision is for more reliable, frequent, connected, and higher-quality transit along major corridors. The Federal Boulevard Transit Reliability Project goal is to design and build near-term infrastructure improvements to move buses faster and help them stay more reliably on schedule. The team analyzed transit speed and reliability data to determine gaps between improvements and areas of need, and identified additional transit improvements, such as bypass lanes and Transit Signal Priority (TSP). Currently, the team is wrapping up completion of the construction drawings and construction is expected in Fall 2024/Spring 2025.

Relevance to Glenwood Springs > Our team has experience developing BRT transit speed and reliability recommendations from the planning phase to construction drawings on a state highway. We will apply our lessons learned to move the recommendations from the MOVE study forward and provide additional operational analysis.



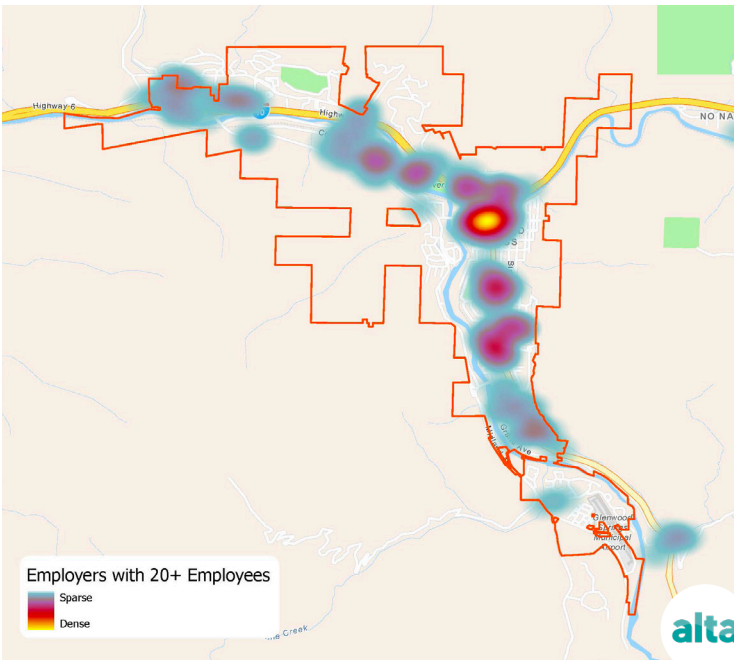
Cherry Creek Circulation/Signal Timing

Greenwood Village, Colorado

Reference: Jessica Stemley, Project Manager, City of Greenwood Village
P: 303.708.6132, E: jstemley@greenwoodvillage.com

This study examined the transportation circulation through and around the Cherry Creek Campus using observations, traffic data and analysis, and stakeholder input to develop both short- and long-term alternatives. Consor developed a thorough analysis and coordinated meaningful engagement with critical stakeholders. Following the study, Consor was awarded a contract to perform the signal timing of the campus; the objective was to analyze the traffic signal controller technology and the existing timing plans and recommend signal timing updates and/or advanced traffic signal controller technology to improve traffic circulation and safety. The project had three phases ranging in recommendations from the refinement of existing infrastructure to major upgrades to the city's infrastructure.

Relevance to Glenwood Springs > Our team's experience with traffic analysis, field observations, and field implementation will allow us to implement changes to provide improvements to signal timing progression on SH 82.



Glenwood Springs Transportation Management Association (TMA) Feasibility

Glenwood Springs, Colorado

Reference: Ryan Gordon, City Engineer, City of Glenwood Springs
P: 970.384.6413, E: ryan.gordon@cogs.us

Alta was chosen by the City of Glenwood Springs to explore the potential of a transportation management association (TMA) to help address the city's mobility needs. Existing transportation plans were reviewed to understand the transportation challenges and opportunities within the city. In addition, Alta collected data on travel behavior, existing transportation options, employment data, economic development, and the presence of transportation champions. The information was analyzed using a TMA feasibility framework that Alta developed based on an analysis of dozens of TDM programs in North American and Australia. The results indicated that a TMA could be successful, helped focus the advisory board on the types of services that could be offered by the TMA, and resulted in the identification of potential TMA partners. Strategy recommendations included personalized travel planning, travel subsidies, a SchoolPool program to reduce parent-related drop off trips, and establishing a vanpooling and microtransit pilot.

Relevance to Glenwood Springs > Alta's recently completed project in Glenwood Springs gives them valuable insight to the protocols, procedures, and collaboration with City staff needed to deliver a successful project. This project gave the team valuable insight of past and ongoing projects in the City, which will allow us to align the goals and vision of the Comprehensive Safety Action Plan with ongoing projects.



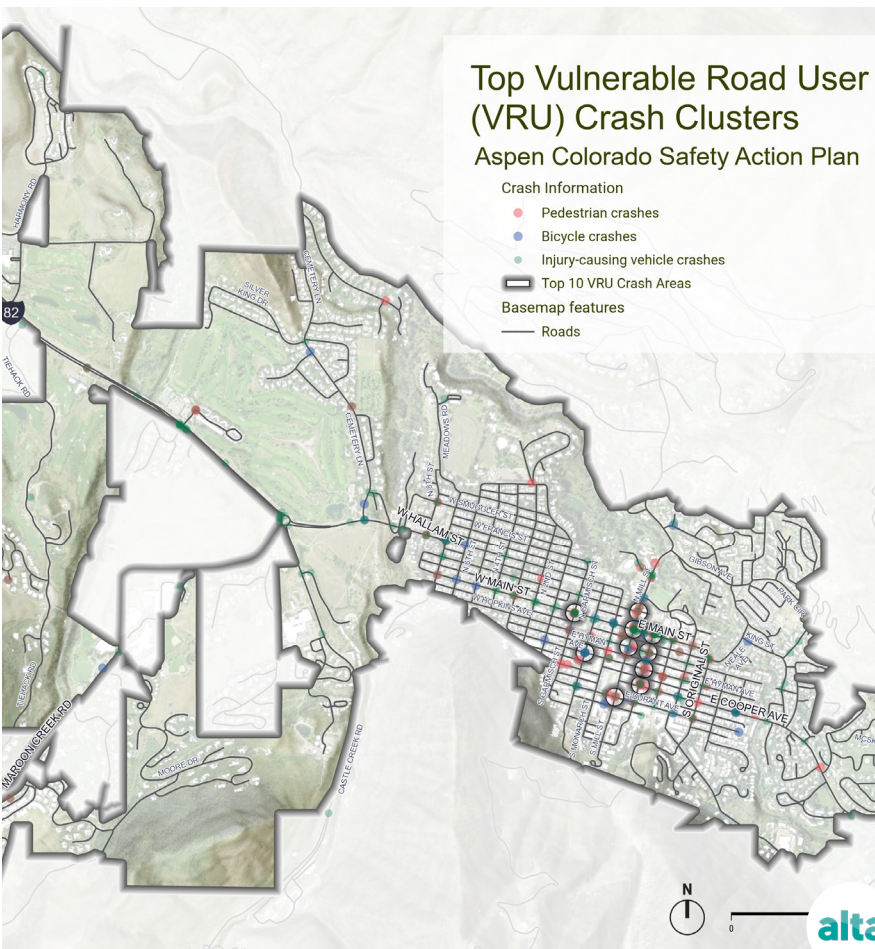
Teton County Safety Action Plan

Teton County, Wyoming

Reference: Brian Schilling, Pathways Coordinator, Teton County
P: 307.732.8573, E: bschilling@tetoncountyywy.gov

Alta is currently leading the SS4A-funded Safety Action Plan for Jackson and Teton County. Alta is leading work on a systemic safety analysis, a new multimodal mobility network, and updates to Town/County design guidelines with the intent of seeking SS4A implementation funding in the 2025 funding cycle. In addition to cultivating local partnerships through a strong community engagement effort, this SS4A Safety Action Plan incorporates a variety of crash data analyses, including a High Injury Network and crash profiles, that will provide insights on the County's most pressing safety needs. Through the project's three complementary initiatives- a Safety Action Plan, an Updated Community Streets Plan, and a Transportation Engineering Design Standards Manual- the Alta team will provide the analyses, tools, and recommendations for Teton County to effectively pursue safety improvements for all modes.

Relevance to Glenwood Springs > The team will apply their knowledge gained from completing a systemic safety analysis in a mountain town community. Our team will apply recommendations systemically by crash type and proactively identify locations with risk factors but where crashes are not yet occurring at a high rate for recommendations.



Aspen Safety Action Plan

Aspen, Colorado

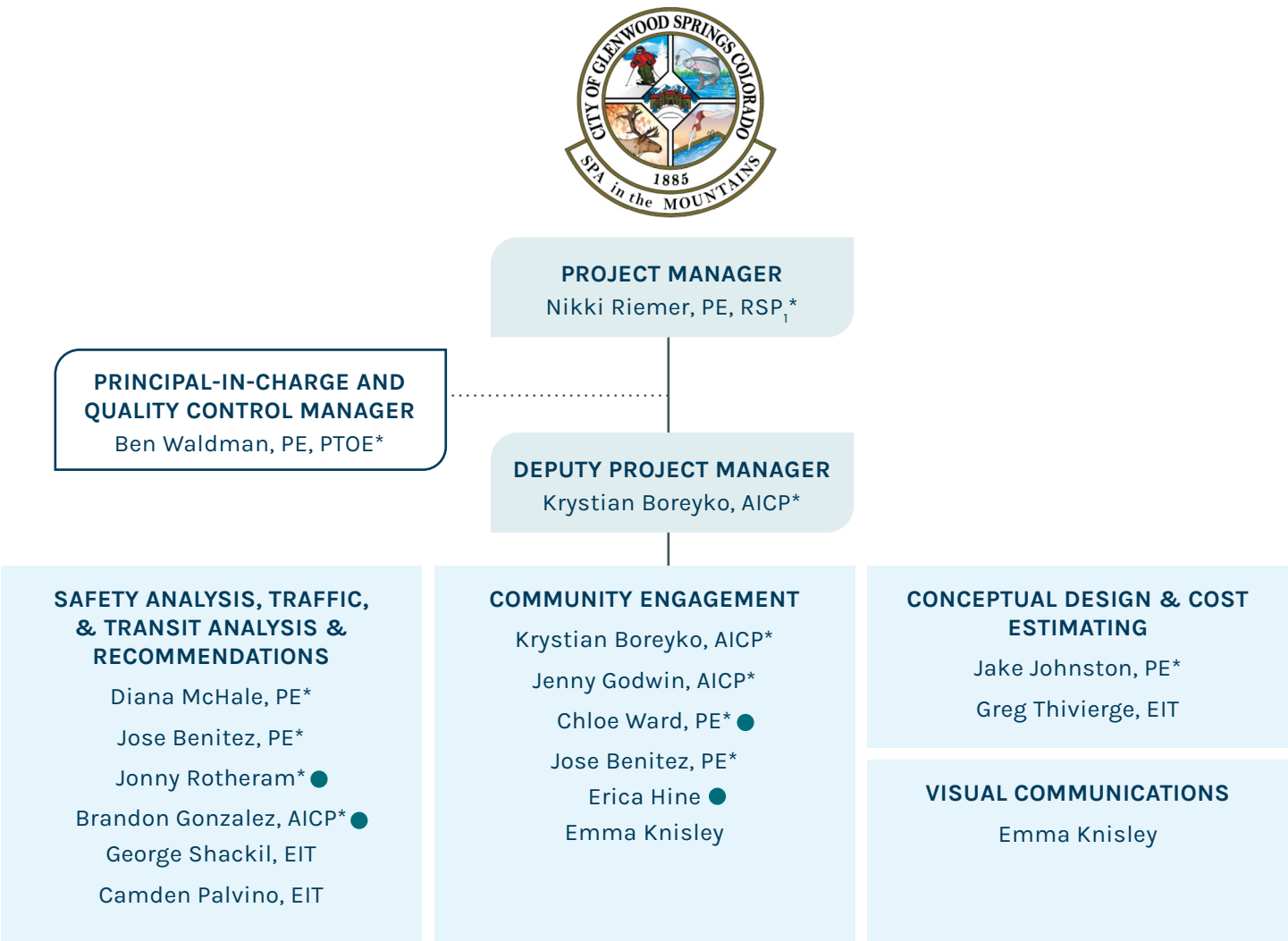
Reference: PJ Murray, Clean River Program Manager, City of Aspen
P: 970.920.5055, E: pj.murray@aspen.gov

Alta is leading development of a Safety Action Plan for the City of Aspen. The project will involve a safety and crash analysis that will identify themes and contextual factors for the city's top 10 safety locations, especially for those walking, bicycling, and taking transit in Aspen. Common factors will guide the development of a Safety Countermeasure Toolkit, which may be applied based on various behavioral and environmental factors to improve safety throughout the city.

Relevance to Glenwood Springs > Our team understands the needs of a rural community look different than major cities. Due to the smaller geographic area, we will complete field observations and understand safety concerns that may be occurring outside of the crash data, such as challenging crossing locations or near misses.

Qualifications and Experience of the Project Team

We have assembled an outstanding team with the ideal depth of safety, multimodal, traffic, and transit operations experience paired with equitable community engagement expertise to successfully deliver the Glenwood Springs Comprehensive Safety Action Plan. Key staff are identified in the organizational chart and their resumes are included on the subsequent pages. As project manager, **Nikki Riemer** will oversee overall project process, safety analysis and recommendations, plan development, and schedule/budget adherence. She will be the single point of contact throughout the project. **Krystian Boreyko** will be deputy project manager working closely with Nikki to lead the community engagement-focused tasks. Nikki and Krystian’s complementary engineering and planning backgrounds create a strong consultant leadership team that will focus data-driven analysis and recommendations while confirming technical aspects of the project are communicated clearly to the public. **Ben Waldman** will serve as principal-in-charge and quality control manager overseeing all aspects of the project and will make sure that deliverables are following Consor’s Deliverable Quality Control Plan and delivered at the highest standards.



Alta ●

*Key Staff



Ben Waldman, PE, PTOE Principal-in-Charge/QC Manager (Conсор)

AVAILABILITY: 35%

Office Location: Denver, CO | Experience: 25 years | License: Professional Engineer CO #35827

Education: MS, Transportation Engineering & BS, Civil Engineering, University of Texas

Ben has managed a broad range of transportation planning, analysis, and engineering projects, including safety analysis, traffic studies, signal timing, traffic and roadway design, and multimodal planning and design. Before joining Conсор, he spent time as a traffic engineering manager for the City of Lakewood and City traffic engineer for the City of Arvada, where he managed projects that improved safety and connectivity for all modes. Ben understands the important synergy between transportation planning and design, inter-agency coordination, and policy compliance.

WHY BEN?

- ✓ Denver office lead and knows how to bring the right resources to this project to get the job done.
- ✓ Serves as the principal-in-charge on several of the projects that Nikki has managed, assuring they have a streamlined process for collaboration and quality control.
- ✓ Passionate about safety and making communities safer through engineering, education, and enforcement strategies.

SELECT PROJECT EXPERIENCE

- **US 287 Vision Zero Safety and Mobility Study**, Boulder and Broomfield Counties, CO
- **Highway Safety Improvement Program (HSIP)**, City and County of Denver, CO
- **Federal Boulevard Transit Reliability**, City and County of Denver, CO

As principal-in-charge and quality control manager, Ben will confirm that resources are adequately allocated to support the team and manage quality control to submit high quality deliverables.



Nikki Riemer, PE, RSP₁ Project Manager/Main Point-of-Contact (Conсор)

AVAILABILITY: 50%

Office Location: Denver, CO | Experience: 9 years | License: Professional Engineer CO #56420

Education: BS, Civil Engineering, Bucknell University

Nikki is a transportation engineer and certified Road Safety Professional that brings a civil engineering background to complex planning and design projects. She has experience with Vision Zero and safety studies, road safety audits, traffic operations analysis, signing/ striping design, and traffic signal design. Nikki has a drive toward creating innovative, feasible, and cost-effective solutions to achieve transportation goals that benefit the community. Her previous work experience as a construction manager brings a unique implementation-focused perspective to projects whether they are to be implemented in the near-term or long-term.

WHY NIKKI?

- ✓ Passionate about improving safety for all users of the roadway and is motivated to get recommendations to implementation.
- ✓ Has a broad range of experience giving her a holistic understanding of traffic safety, operations, and design.
- ✓ She has experience of coordinating and balancing competing goals and priorities between multiple stakeholders while remaining on schedule and budget.

SELECT PROJECT EXPERIENCE

- **US 287 Vision Zero and Mobility Study**, Boulder and Broomfield Counties, CO
- **17th and 18th Avenues Bus Priority and Vision Zero Project**, City and County of Denver, CO
- **Various Road Safety Audits**, City and County of Denver, CO
- **Downtown Littleton Mobility Study**, City of Littleton, CO

Nikki has a passion for improving communities by providing safe access and mobility for all modes. Nikki will serve as project manager, responsible for delivery of this plan and will be your main point-of-contact.



Krystian Boreyko, AICP Deputy Project Manager (Conсор)

AVAILABILITY: 40%

Office Location: Denver, CO | Experience: 9 years | Certification: American Institute of Certified Planners
Education: MURP, Urban and Regional Planning, University of California, LA; BA, English, Vassar College

Krystian is a transportation planner with a commitment to supporting communities in achieving their mobility goals, including roadway safety outcomes. Skilled in data collection and analysis, GIS mapping, community engagement, needs and opportunities identification, and developing implementation ready plans, Krystian provides comprehensive planning support that our clients deeply value. Having worked on safety analyses and studies in a variety of community contexts from rural (e.g., Silverthorne, CO Safety Action Plan) to urban (e.g., Denver Safe Routes to School), he brings a unique understanding of the fact that there are no one-size-fits-all solutions when planning for transportation safety.

WHY KRYSTIAN?

- ✓ Led the development of nearly 20 Safe Routes to School Travel Plans in Denver.
- ✓ Has coordinated in-person and virtual community engagement efforts throughout Colorado.
- ✓ Is experienced in assembling safety countermeasures that are highly context-sensitive.



Diana McHale, PE Safety and Traffic Analysis Lead (Conсор)

AVAILABILITY: 40%

Office Location: Denver, CO | Experience: 17 years | License: Professional Engineer CO # #46001
Education: MS, Civil Engineering, University of Colorado; BS, Materials Science & Engineering, Cornell

Diana is a transportation engineer with more than 17 years of traffic engineering experience, primarily specializing in traffic signal timing and operations. Her expertise includes signal coordination, traffic impact analysis, and traffic flow studies. She has timed more than 500 traffic signals and 40 corridors for many agencies in Colorado. She also has a talent for interpreting, organizing, executing, and coordinating technical assignments.

WHY DIANA?

- ✓ Has experience in all aspects of traffic signal timing and analysis helping her come up with innovative solutions to congestion and safety problems.
- ✓ Led the development of Denver's Left-turn Warrant Flowchart, used to determine appropriate left-turn operations at signalized intersections.
- ✓ Now that her 15 year-old has his driver's permit, she has expanded her insight into how roadway and signal design influences drivers.

SELECT PROJECT EXPERIENCE

- **Willits Lane Connectivity and Town Wayfinding Plan**, Town of Basalt, CO
- **Multimodal Transportation Master Plan - Safety Analysis Task***, City of Evans, CO
- **Safety Action Plan***, Town of Silverthorne, CO
- **Safe Routes to School Travel Plans***, City and County of Denver, CO

**Previous experience*

Krystian will serve as the Deputy Project Manager on this project, supporting Nikki by leading the community engagement and confirming highly technical aspects of the project are communicated in an easily digestible way. He has ample capacity to staff this effort and will commit his time to the CSAP.

SELECT PROJECT EXPERIENCE

- **Smart City On-Call ATCMTD Signal Priority**, City of Greenwood Village, CO
- **Cherry Creek Circulation and Signal Timing**, City and County of Denver, CO
- **Washington Street and Brighton Boulevard Signal Timing Implementation**, City and County of Denver, CO
- **University Boulevard Late Night Signal Timing Plans**, City and County of Denver, CO

As the Traffic Operations and Analysis lead, Diana's team will perform evaluations and support for all things intersection and traffic signal related.



Jose Benitez, PE Safety Analysis Support (Spanish Translation) (Conсор)

AVAILABILITY: 40%

Office Location: Denver, CO | Experience: 5 years | License: Professional Engineer CO #19960

Education: BS, Civil Engineering, Dordt College

Jose has experience with analyzing and interpreting safety and traffic data and is dedicated to making his community and country of origin a better, safer place. Jose provides support on a variety of projects that have included crash analysis, data management and analysis, and traffic operations analysis and modeling. His strengths lie in the fact that he has a strong engineering background, and as a native Spanish speaker, he can translate and communicate technical terms easily into Spanish.

WHY JOSE?

- ✓ Has experience with DiExSys Vision Zero Suite performing Level of Service of Safety analysis and presentation for multiple agencies in the region using platforms like Power Query, Power BI, and GIS.
- ✓ Native Spanish speaker continuously supporting translation and outreach aspects of transportation projects.
- ✓ Excels in evaluating complex data sets to identify meaningful trends and digestible takeaways.

SELECT PROJECT EXPERIENCE

- **Region 1 Pedestrian and Bicycle Safety Intersection Analysis**, CDOT
- **South Central Community Networks Planning On-call**, City and County of Denver, CO
- **Federal Boulevard (52nd Avenue to Dartmouth Avenue) Safety Analysis**, CDOT

Jose is consistently involved in our projects not only as a transportation engineer, but also by translating materials into Spanish and participating in pop up events to help the Spanish-speaking community participate in transportation projects that impact their area.



Jake Johnston, PE Concept Development/Cost Estimates Lead (Conсор)

AVAILABILITY: 40%

Office Location: Denver, CO | Experience: 14 years | License: Professional Engineer CO #60693

Education: BS, Civil Engineering, Oregon State University

Jake's experience includes civil engineering design services for a range of multidisciplinary transportation projects from sidewalk infill and ADA improvements to urban arterial roadway widenings. His diligence and commitment to thorough, accurate designs have contributed to the success of important community and infrastructure projects alike. He prides himself on completing documents and delivering high-quality designs in a timely manner to keep projects on schedule and within budget.

WHY JAKE?

- ✓ Understands the importance of effective conceptual design to create project plans that can be implemented.
- ✓ Quality assurance and quality control are a priority to Jake, confirming the conceptual designs and cost estimates meet the highest standards of excellence.
- ✓ Has a passion for creating roadway designs that encourage safe speeds and safe crossings for vulnerable users.

SELECT PROJECT EXPERIENCE

- **I-70 and Lincoln Underpass Pedestrian Improvements**, City and County of Denver, CO
- **Nigara Street/Union Avenue Intersection Design***, Belleview Station Metro District, CO
- **NW Walker Road: NW 185th Avenue to NW 173rd Avenue***, Washington County, OR

**Previous experience*

Jake will lead the development of the conceptual designs and cost estimates that will be ready for quick-build implementation (after implementation), budgeting for the Glenwood Springs CIP, or grant funding.



Jenny Godwin, AICP Community Engagement Support (Consort)

AVAILABILITY: 40%

Office Location: Denver, CO | Experience: 4 years | Certification: American Institute of Certified Planners
Education: BS, Urban Planning and Environmental Policy, Western Washington University; AS, Urban and Regional Planning, University of Colorado-Denver

Jenny is a transportation planner with experience working on Vision Zero projects, multimodal safety assessments, and corridor plans. She specializes in designing accessible, equitable outreach strategies to engage with diverse stakeholder groups – both as in-person and virtual opportunities. She has developed successful grant applications for clients seeking to fund safety, ITS, and safe routes to school transportation improvements. Jenny is committed to working with clients and stakeholders to design opportunities for people of all ages and abilities to navigate safely.

WHY JENNY?

- ✓ Has extensive experience with grant writing and supported Miami-Dade County with a successful SS4A Implementation grant.
- ✓ Serves as project manager for ongoing design and analysis support to Miami-Dade County as they work towards implementing projects as part of their SS4A Implementation Grant Award.
- ✓ Has a strong understanding of ADA Accessibility Guidelines and will make sure that our deliverables that will be published online meet standards.

SELECT PROJECT EXPERIENCE

- **Miami-Dade County Vision Zero Program**, Miami-Dade County, FL
- **Federal Boulevard Transit Reliability**, City and County of Denver, CO
- **Boulder Vision Zero Innovation Project**, City of Boulder, CO
- **72nd Avenue Corridor Study**, City of Westminster, CO

Jenny will support Krystian with community engagement and confirm all outreach strategies are equitable and accessible to all.



Chloe Ward, PE Transit Analysis Lead (Alta)

AVAILABILITY: 40%

Office Location: Denver, CO | Experience: 8 Years | License: Professional Engineer CO #56849
Education: BS, Civil Engineering, Iowa State University

Chloe is an engineer with a passion for multimodal transportation. With eight years of transportation engineering experience, Chloe brings knowledge of roadway and trail design, construction document production, and working with local Departments of Transportation (DOTs). She works on a range of projects, including on-street bicycle and pedestrian facilities, multi-use pathways and trails, and design guidelines.

WHY CHLOE?

- ✓ Living in Glenwood Springs provides firsthand knowledge of the community's unique traffic patterns, road conditions, and safety concerns, which is invaluable when crafting an effective Safety Action Plan.
- ✓ Being a resident of Glenwood Springs enables direct engagement with fellow community members, stakeholders, and local authorities.

SELECT PROJECT EXPERIENCE

- **Safety Action Plan**, City of Aspen, CO
- **Willits Lane Connectivity and Town Wayfinding Plan**, Town of Basalt, CO
- **8th Street Design**, Town of Carbondale, CO

Chloe will build off her involvement with the MOVE Study and lead the transit analysis tasks. Her personal experiences from residing in Glenwood Springs will be valuable when developing recommendations.



Brandon Gonzalez, AICP Safety & Transit Analysis Support (Alta)

AVAILABILITY: 40%

Office Location: Phoenix, AZ | Experience: 15 Years | License: American Institute of Certified Planners
Education: MCRP, University of Texas at Arlington; BA, Political Science, Minor in Spanish, Texas Tech University

Brandon is a Principal and Southwest/Mountain West Region Leader at Alta. Brandon's core competencies include transportation planning, corridor planning and design, trail planning and design, comprehensive planning, and conducting planning and demographic analyses. He offers deep experience facilitating advisory groups and elected bodies, building consensus, and leading successful public engagement and visioning exercises. Brandon has worked in both the public and private sectors and he understands the challenges and opportunities associated with active transportation planning. He works closely with his clients to find tailored solutions to their unique transportation needs.

WHY BRANDON?

- ✓ Has overseen safety projects for small towns, larger cities, and state DOTs which brings a diverse range of experiences, perspectives, and knowledge of federal requirements.
- ✓ Led a successful SS4A Implementation grant process as a follow-up to a Vision Zero plan that delivered \$12M in safety funding for corridor design, intersection improvements, a safety campaign, and a new SRTS program.

SELECT PROJECT EXPERIENCE

- **Vision Zero Action Plan**, City of El Paso, TX
- **Vulnerable Road User Safety Assessment and Strategic Highway Safety Plan**, NMDOT
- **Pedestrian Safety Action Plan and Trainings**, NMDOT
- **Safety Action Plan**, City of Aspen CO
- **Safety Action Plan**, Teton County, WY

Brandon will leverage his experience developing Safety Action Plans in rural and mountain communities and support safety and transit analysis and recommendation development.



Jonny Rotheram Safety & Transit Analysis Support (Alta)

AVAILABILITY: 40%

Office Location: Denver, CO | Experience: 16 Years | Education: MS, Transport Planning, University of Leeds, UK; BS, Geography and Computing, University of Manchester

Jonny has more than 16 years of experience in transportation planning, community outreach, and influencing travel behavior change. Jonny specializes in multimodal planning, managing projects from initial data collection through to prioritization of specific improvements and plan adoption. His experience also spans developing transportation demand management (TDM) programs to complement infrastructure improvements with an eye on equity impacts. Jonny has experience leading research, design, and development of multimodal access to transit, the creation of mobility hubs, Vision Zero plans, and first and last mile solutions.

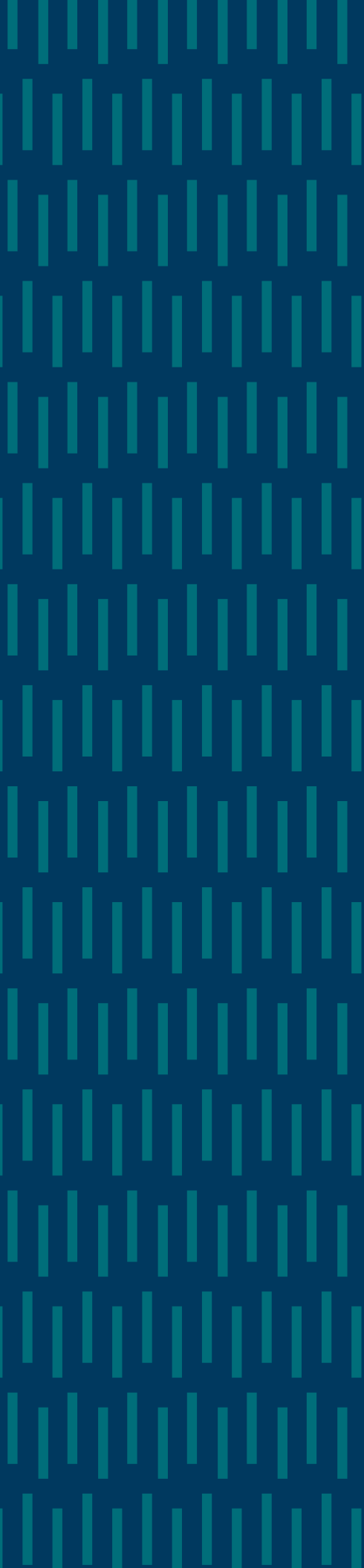
WHY JONNY?

- ✓ Has extensive experience working in your community, most recently on the RFTA First and Last Mile Mobility Plan.
- ✓ Has advanced different travel modes in Glenwood Springs through his work assessing the feasibility of a Transportation Management Association.

SELECT PROJECT EXPERIENCE

- **TMA Feasibility Study**, City of Glenwood Springs, CO
- **Vision Zero Action Plan Update**, City and County of Denver, CO
- **DRCOG Regional TDM Strategic Plan**, City and County of Denver, CO

Jonny's recent completion of the Glenwood Springs TMA Work Plan provides him with the knowledge to confirm that multimodal safety recommendations align with the future vision of improvements in Glenwood Springs.



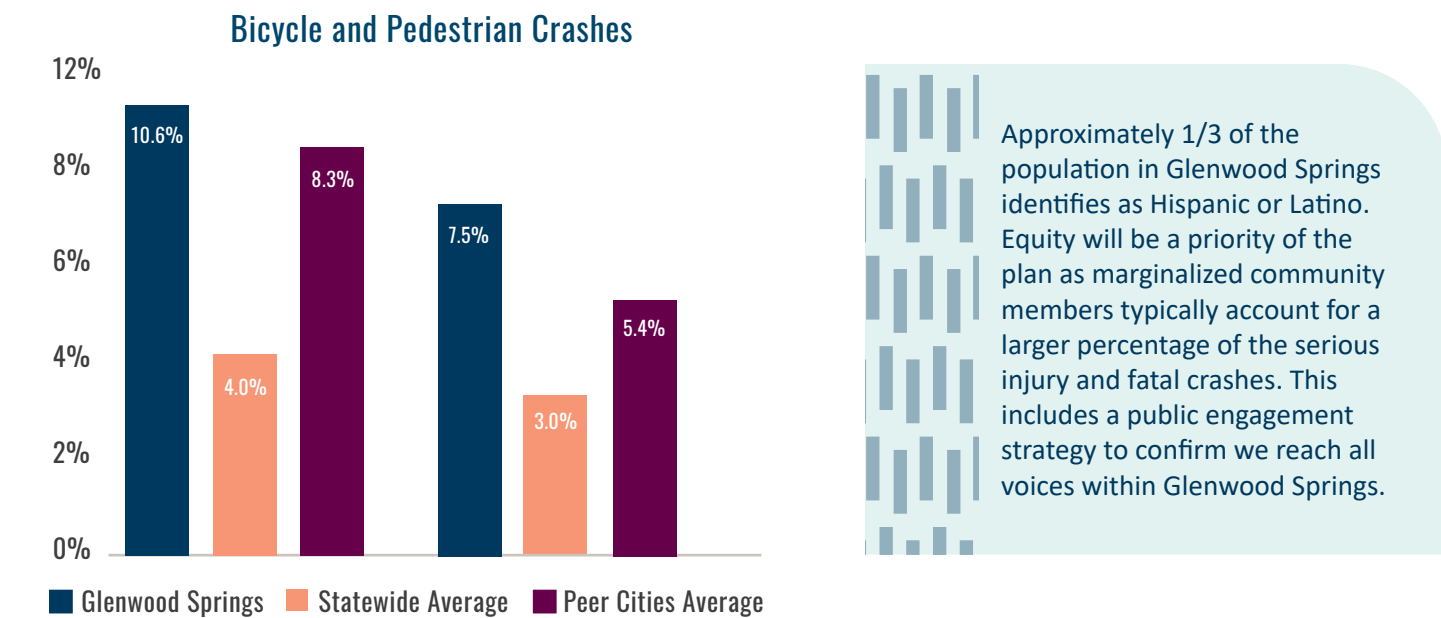
Understanding of the Project Scope

Understanding of the Project Scope

The population of Glenwood Springs and surrounding communities have grown significantly over the last several years. Glenwood Springs is a strong regional commercial and employment center and acts as the gateway to the Roaring Fork Valley, ultimately experiencing a significant amount of traffic traveling through the city. The primary route through town is State Highway (SH) 82 (Grand Avenue), which is Glenwood Springs’s historic main street. SH 82 is often perceived as a barrier for Glenwood Springs residents, particularly for those trying to access schools, shops and restaurants downtown, grocery stores, or the hospital as a pedestrian or bicyclist.

We understand that Glenwood Springs has already made great strides towards achieving the goal of zero traffic collision deaths by 2030. Glenwood Springs took the great first step for creating a Local Road Safety Plan (LRSP) that identified several potential project locations for safety recommendations. In addition to the LRSP, Glenwood Springs has completed several planning studies over the last several years that prioritize multimodal transportation such as the MOVE Study, Glenwood Springs TMA Plan, and Glenwood Springs Comprehensive Plan. **Our goal is to build off the great work and momentum that has already been created through the LRSP and other Glenwood Springs city-wide efforts and focus on moving recommendations identified as part of the Comprehensive Safety Action Plan towards implementation.** This will include a data-driven approach to identifying safety countermeasures and performing additional safety, traffic, and transit analysis to get recommendations to conceptual design so that they can easily be transitioned into grant funding or capital improvement plan requests.

The Action Plan is an important next step in identifying how the city will go about the process of prioritizing safety in all transportation decision-making. We understand that the creation of a Safety Action Plan needs to be a team effort to be most successful. This will require achieving consensus amongst technical experts, elected officials, and community members. These groups all have a similar goal—working towards reducing transportation-related fatalities or serious injuries. However, all groups may not be aligned on how to achieve that goal. Adaptive and flexible, our team will be able to meet Glenwood Springs’s diverse needs and communicate effectively with all groups. Our team will listen to all voices and bring the group to a consensus, which will ultimately allow us to create an achievable Action Plan that the community believes in and is excited about.



Bicyclist and pedestrian crashes were identified as overrepresented in Glenwood Springs compared to the statewide and peer cities average in the LRSP. Our team will take results from the LRSP one step further and identify citywide crash trends and where they are occurring so that countermeasures can be applied systemically.

PROJECT TASKS AND DELIVERABLES

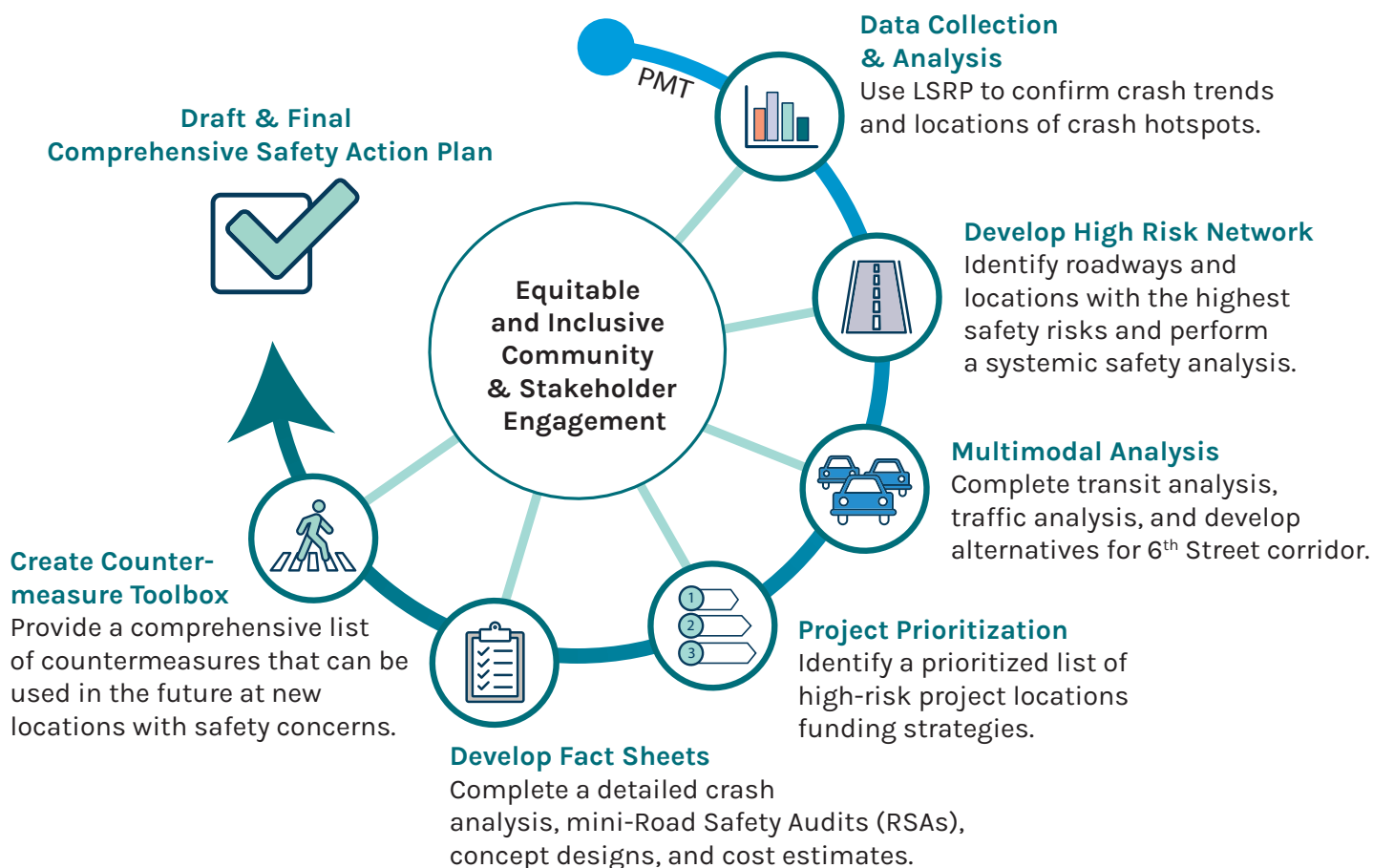
Our team's approach is based on our experience developing Safety Action Plans, safety analysis, and multimodal planning and design projects throughout Colorado and elsewhere in the United States. We understand the scope of work needs to be in line with the Federal Highway Administration (FHWA) requirements, but we have learned that there is no one template as each agency has unique policies and implementation strategies given their community needs and makeup. It is our intent to meet you where you are and advance meaningful implementation actions within Glenwood Springs.

In our experience, communities engaging in Comprehensive Safety Action Plan (CSAP) initiatives develop robust High Crash Networks; the Consor team goes further by delivering a CSAP that involves a data-driven approach to safety analysis and an equitable approach to community engagement. We also commit to confirming all recommendations, resources, and next steps for implementation that are identified.

We have developed a unique project process and approach to maximize efficacy of this plan for reducing and/or eliminating transportation fatalities and serious injuries. **We will perform all scope, tasks, and deliverables outlined in the Request for Proposal (RFP).** The following sections provide additional details about how we will complete the tasks.

COMPREHENSIVE SAFETY ACTION PLAN DEVELOPMENT

Developing a CSAP for Glenwood Springs will involve many steps. Community and stakeholder engagement is at the core to developing a successful plan. Collaborative and consistent Project Management Team (PMT) and stakeholder meetings will be critical to achieve buy-in on the project process.

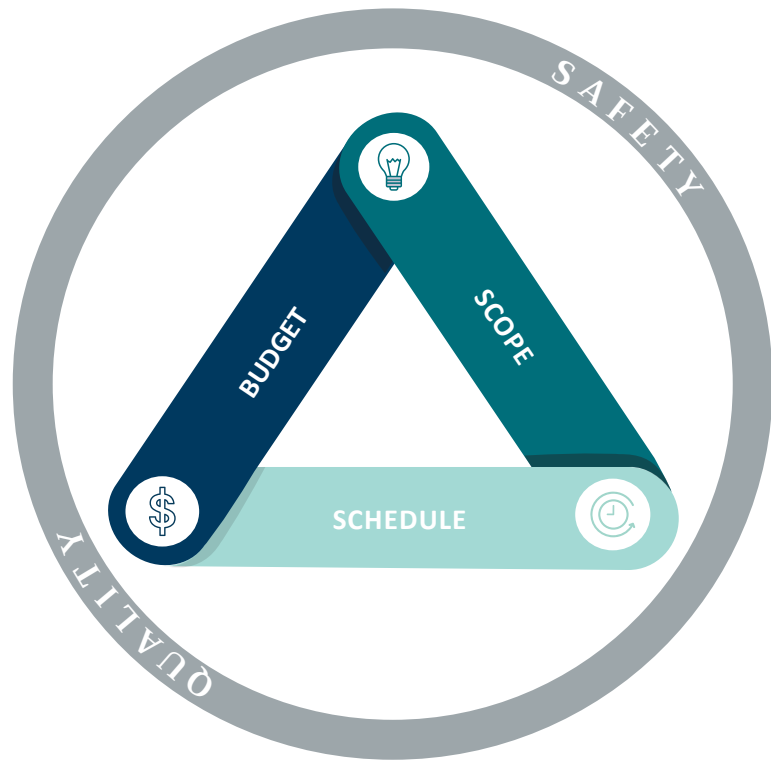


TASK A: PROJECT INITIATION AND MANAGEMENT

Conсор will facilitate a project kick-off meeting with Glenwood Springs staff and key stakeholders including but not limited to the Colorado Department of Transportation (CDOT), Roaring Fork Transportation Authority (RFTA), and the Roaring Fork School District. Our team is prepared to listen during this kick-off meeting to learn from the stakeholders on items such as project goals, challenges, and opportunities. Our team will come prepared with a draft schedule, work plan, data request, and proposed roles and responsibilities that will foster a collaborative team environment and set expectations for the duration of the project. The goal of the kick-off meeting will be to establish and agree on communication protocols, roles and responsibilities and expectations, and to gather input on the core outcomes the team would like to see emerge from this project.

Conсор will meet with the core PMT to facilitate bi-weekly PMT meetings throughout the project to foster close collaboration by sharing the project status, current challenges, and opportunities. Our team will prepare agendas in advance of each meeting and record notes and action items after each meeting. Action items and assignments will be reviewed during each meeting to maintain accountability from the consultant team and staff, helping to keep the project on task and on schedule.

Our team will also complete a formal review of relevant previously completed Glenwood Springs plans and studies. Background plans include, but are not limited to: The RFTA/City MOVE study (2020), Local Road Safety Plan (2022), Glenwood Meadows Master Traffic Study (2023), RFTA GMF Buildout Traffic Impact Study (2023), Ride Glenwood Service Concepts (2024), CDOT SH 82 Signal Retiming Report (CDOT 2020), SH 82 Access Control Plan (2013), and 6th Street Corridor Master Plan (2017). Our team will document key takeaways and how each plan will impact the development of the CSAP.



Task A Deliverables

- *Kick-off meeting agenda, meeting notes, and handouts.*
- *Project management plan that includes communication protocol, schedule of project meetings, and proposed roles and responsibilities.*
- *Bi-weekly core PMT meetings. Agendas, meeting notes summarizing action items, and any relevant handouts will be distributed.*
- *Technical memorandum summarizing the key takeaways of our review of relevant and previously completed Glenwood Springs plans and studies.*

TASK B: INVOICING AND PAYMENT

Conсор, in coordination with our subconsultant team, will work with the city to establish an invoicing protocol and will prepare monthly invoices and progress reports throughout the length of the project.

Task B Deliverable

- *Monthly invoices accompanied by progress reports that summarize task progress and deliverables.*

TASK C: EVALUATION OF EXISTING SAFETY FREQUENCY AND ACCIDENT LOCATION DATA

We understand the city has a data-driven understanding of safety throughout the transportation network in Glenwood Springs, having recently completed their LRSP. The LRSP identified locations where the highest number of crashes are occurring and locations to focus recommendations. Our team intends to leverage the LRSP analysis to learn more about the contributing factors of the crashes. We will also complete an analysis of systemic and specific safety needs and complete a geospatial identification of higher-risk locations to align with the FHWA requirements of an Action Plan. Our team will review all collisions, but look in greater detail at collisions that result in a fatality, severe injury, or involve a pedestrian or bicyclist. The following sub-tasks outline the key steps involved in the collision evaluation analysis.

Task C.1 Data Collection

At project kick-off, our team will compile a formal data request for Glenwood Springs. The list below summarizes an initial inventory of data features based on our prior experience. Consor assumes Glenwood Springs will provide the five years of crash data used to complete their LRSP or the most recent five years of crash data. We will work with staff to identify potential GIS databases of contextual and roadway data for the purpose of identifying potential risk factors. These contextual and roadway factors may help us understand why crashes are occurring and proactively identify locations for systemic risks.

Proposed Contextual and Roadway Data:

Data Feature	Collection Method
Sidewalks (including width)	Ecopia Tech- Computer Vision
Bike Routes	Glenwood Springs GIS “Bike Routes” Layer
Crosswalks	Ecopia Tech- Computer Vision
Number of Travel Lanes	Ecopia Tech- Computer Vision
Measured Speeds	Wejo
Posted Speed Limits	Conсор- Manually
Distance from Bus Stop	“Ride Glenwood Bus Stops” layer and RFTA Data
Left-turn Operations	CDOT Signal Timings
Presence of Median	Conсор- Manually
Presence of School	Glenwood Springs GIS “Schools and Educational Facilities” Layer
Intersection Traffic Control	Conсор- Manually
Functional Classification	Conсор/Glenwood Springs Collaboration
Adjacent Land Use	Glenwood Springs GIS “Zoning Data” Layer
Average Daily Traffic	Historical Data & Data Collection Provider
Hard Breaking/Acceleration	Wejo



Innovative Approach to Data Collection

- > **Ecopia Tech** is a data provider that uses satellite imagery alongside deep learning/computer vision algorithms to extract GIS vector features.
- > **Wejo** obtains, anonymizes, and summarizes data from connected vehicles to produce datasets showing quick acceleration, hard braking, average and 85th percentile operating speeds, and seat belt use.

Task C.2: Crash Analysis

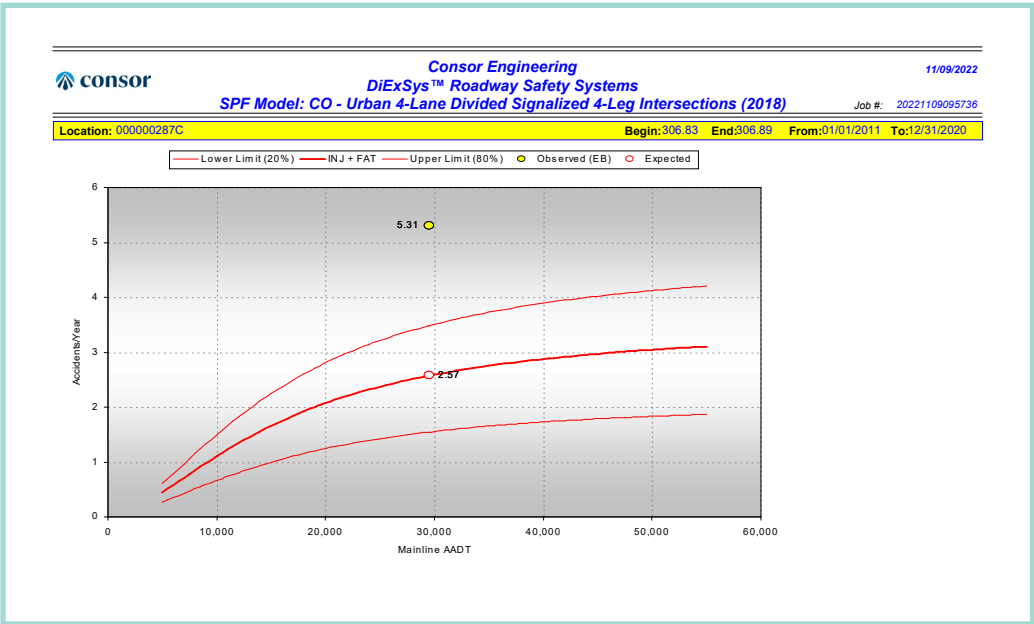
The Consor team understands that an effective Action Plan is grounded in safety analysis, made possible by accessing reliable and high-quality data to conduct thorough analysis and make informed, data-driven decisions. With extensive experience in performing comprehensive all-modes safety analysis, our team possesses the expertise to analyze and present data effectively, highlighting critical trends and contributing factors. We specialize in enhancing crash data analysis tools through GIS spatial analysis, further strengthening our capabilities in conducting a thorough and insightful crash analysis for the Action Plan. Our team will utilize the DiExSys Vision Zero Suite software, which integrates traffic volume data, specifically Average Daily Traffic (ADT), to identify areas that have a high potential for crash reduction through determining the Level of Service of Safety, Safety Performance Functions, Direct Diagnostics, and Pattern Recognition.

The goal of this subtask is to identify locations with safety concerns, identify citywide crash trends, and prioritize a list of intersections for further analysis and field observations as part of a future task outlined below. Our findings from this subtask will also allow us to begin identifying safety countermeasures.

Consor Engineering					11/10/2022
DiExSys™ Roadway Safety Systems					
Direct Diagnostics (Spot Location) Analysis					Job #: 20221110191015
Location File: DIRECT_DIAGNOSTICS_FOR RTE287C 30683 30689					Cutoff: 5 Acc's @ 95%
Baseline Statistics					
CATEGORY	Statewide Average	This Location		Probability	
	# Crashes %	# Crashes %		%	
Property Damage Only (PDO)	4,301 71.16%	48 45.28%		0.00%	
Injury (INJ)	1,723 28.51%	57 53.77%		100.00%	
Fatal (FAT)	20 0.33%	1 0.94%		95.14%	
Persons Injured	2,451	92			
Persons Killed	21	1			
Single Vehicle Accidents	283 4.68%	2 1.89%		12.17%	
Two Vehicle Accidents	5,298 87.66%	91 85.85%		32.68%	
Three or More Vehicle Accidents	462 7.64%	13 12.26%		96.86%	
Unknown Number of Vehicles	1 0.02%	0 0.00%		N/A	
On Road	5,789 95.78%	103 97.17%		82.93%	
Off Road	254 4.20%	3 2.83%		34.46%	
Off Road Left	111 1.84%	0 0.00%		N/A	
Off Road Right	130 2.15%	3 2.83%		80.50%	
Off Road at Tee	3 0.05%	0 0.00%		N/A	
Off Road in Median	10 0.17%	0 0.00%		N/A	
Unknown Road Location	1 0.02%	0 0.00%		N/A	
Overturning	29 0.48%	0 0.00%		N/A	
Other Non Collision	13 0.22%	0 0.00%		N/A	
Vehicle Cargo or Debris	8 0.13%	0 0.00%		N/A	
Pedestrian	112 1.85%	0 0.00%		N/A	
Broadside	873 14.44%	22 20.75%		97.18%	
Head On	20 0.33%	0 0.00%		N/A	
Rear End	3,015 49.88%	49 46.23%		25.60%	
Sideswipe (Same Direction)	528 8.74%	1 0.94%		0.07%	
Sideswipe (Opposite Direction)	36 0.60%	1 0.94%		86.80%	
Approach Turn	968 16.02%	29 27.36%		99.90%	
Overtaking Turn	50 0.83%	0 0.00%		N/A	
Parked Motor Vehicle	13 0.22%	1 0.94%		97.78%	
Railway Vehicle	0 0.00%	0 0.00%		N/A	
Bicycle or Pedal Cycle	114 1.89%	0 0.00%		N/A	
Motorized Bicycle	0 0.00%	0 0.00%		N/A	
Domestic Animal	2 0.03%	0 0.00%		N/A	
Wild Animal	7 0.12%	0 0.00%		N/A	
Light or Utility Pole	36 0.60%	1 0.94%		86.80%	
Traffic Signal Pole or Equipment	40 0.66%	0 0.00%		N/A	
Traffic Sign or Post or Overhead Sign Structure	54 0.94%	0 0.00%		N/A	

An example of a Direct Diagnostic report from the DiExSys Vision Zero Suite software. Consor identified that broadside and approach turn crashes were overrepresented at this location.

An example of a Safety Performance Function (SPF) model from the DiExSys Vision Zero Suite software. We were able to identify that this location had a LOSS 4 for severe injury and fatal crashes, which means there is a higher than expected average for these types of crashes compared to similar intersection types throughout Colorado.



Task C.3: Systemic Safety Analysis

To meet the FHWA requirements for an Action Plan, a systemic approach to safety is required. The systemic safety analysis goes beyond a crash hot spot analysis by flagging high-risk roadways based on shared high-risk characteristics. Based on our contextual and roadway data set developed in Task C.1, our team will look at locations with the identified crash trends and apply recommendations systemically at locations that have similar contextual and roadway characteristics. We understand that data does not always capture the full story (e.g., inaccurate or insufficient data), so we will incorporate community feedback from our first round of public engagement as a risk factor. Our team will discuss and select appropriate risk factors based on collaboration with the city project manager and available data. This analysis will allow Glenwood Springs to identify locations with similar risk factors where fatal and serious injury crashes are occurring and improve locations systemically and proactively before other crashes occur.

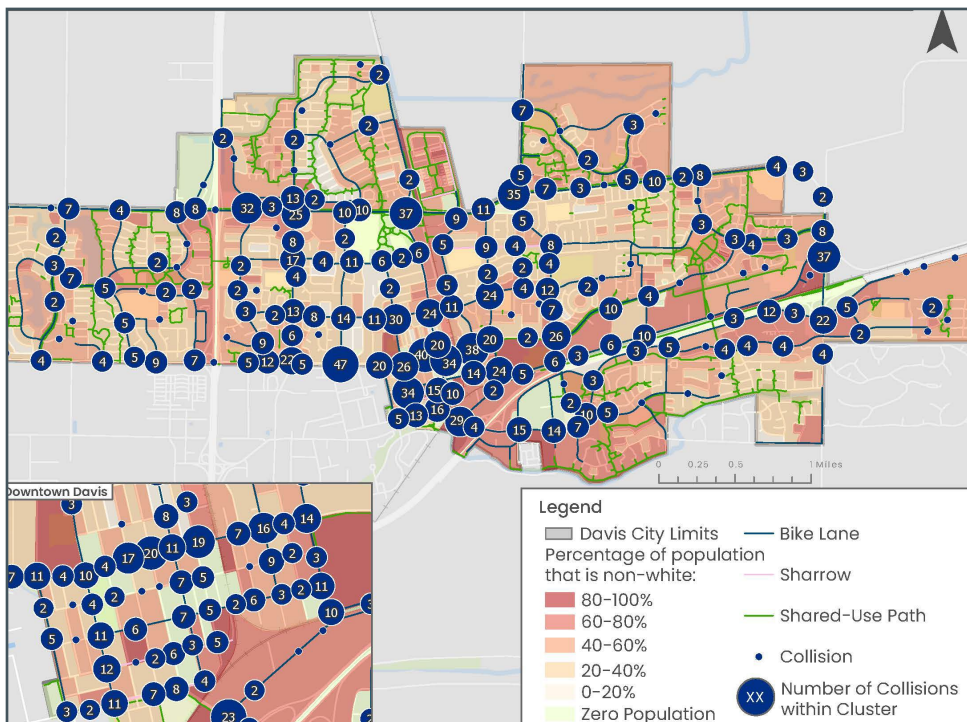
Example of Systemic Evaluation

If speeding is a common contributing factor, it is an important factor to address because speed is associated with an exponential increase in injury when a collision with a pedestrian or bicyclist occurs, and therefore proactively addressing locations with speeding concerns (even if there is not a current crash history) can be an essential systemic tool. To understand the extent at which speeding occurs within the City, we will compare the measured speeds from the Wejo data to the posted speeds. Using GIS, we will map locations where measured speeds are considerably higher than the posted speed. Identified speeding countermeasures will be recommended for all locations with speeding concerns, independent of existing crashes.

Task C Deliverables



- *Technical memorandum summarizing the results from our analysis, including:*
 - *Determination of crash causes and correlation between incidents, if any.*
 - *Recommendations in geometry, location, and/or configuration for future prevention of similar crashes, if possible (in conjunction with signal timing and progression task).*
- *GIS layers of contextual and roadway data.*



As part of the City of Davis, CA Local Road Safety Plan, our team analyzed crashes compared to several equity inputs such as BIPOC (Black, Indigenous, People of Color), language other than English, age 65+, and people with disabilities.

TASK D: EVALUATION OF EXISTING SIGNAL TIMING AND PROGRESSION ON SH 82 AND EVALUATING CROSSWALK REMOVAL AND SIMPLIFIED SIGNAL PHASING

Existing signal locations and signal timings will be evaluated in response to what we learn from the safety analysis performed in the previous task. Glenwood Springs downtown commercial area is located on SH 82 (Grand Avenue) where traffic volumes have increased over the last several years and are predicted to grow into the future. Grand Avenue balances multimodal demand between pedestrians, bicycles, transit, and vehicles. Recommendations could include updating the traffic signal operations and, as a result, the impact to traffic operations should be evaluated as part of this project.

Due to the vehicle congestion that Grand Avenue experiences, a dynamic traffic assignment (DTA) analysis using TransModeler is proposed to evaluate existing signal timings and potential proposed recommendations. Our team will be able to apply what we learned from the collision data, pedestrian crossings (any count data and field observations), and input from parents and staff at Glenwood Springs Elementary School (GSES) to analyze potential recommendations that may impact traffic signal operations. Examples of signal timing recommendations could include evaluating leading pedestrian intervals, upgrading left-turn operations, and updating yellow/all-red times. We understand Glenwood Springs has a goal to prioritize bicycle and pedestrian safety throughout the city in response to traffic signal timing plans. Other stakeholders may have different or additional priorities. Our traffic analysis work will allow Glenwood Springs and key stakeholders to have targeted conversations about priorities around safety and travel time that are informed by the results of existing conditions traffic analysis as well as the impacts on traffic operations of potential recommendations.

What is Dynamic Traffic Assignment and Why is TransModeler the Right Tool?

DTA is the process of generating route flows based on an origin-to-destination (OD) demand model. This is beneficial for this project because of the congestion on SH 82 and drivers driving through or to destinations within Glenwood Springs will likely travel on alternate routes parallel to SH 82 to try to find a quicker route. This model will allow us to understand the affects SH 82 has on adjacent roadways.

Task D Deliverables



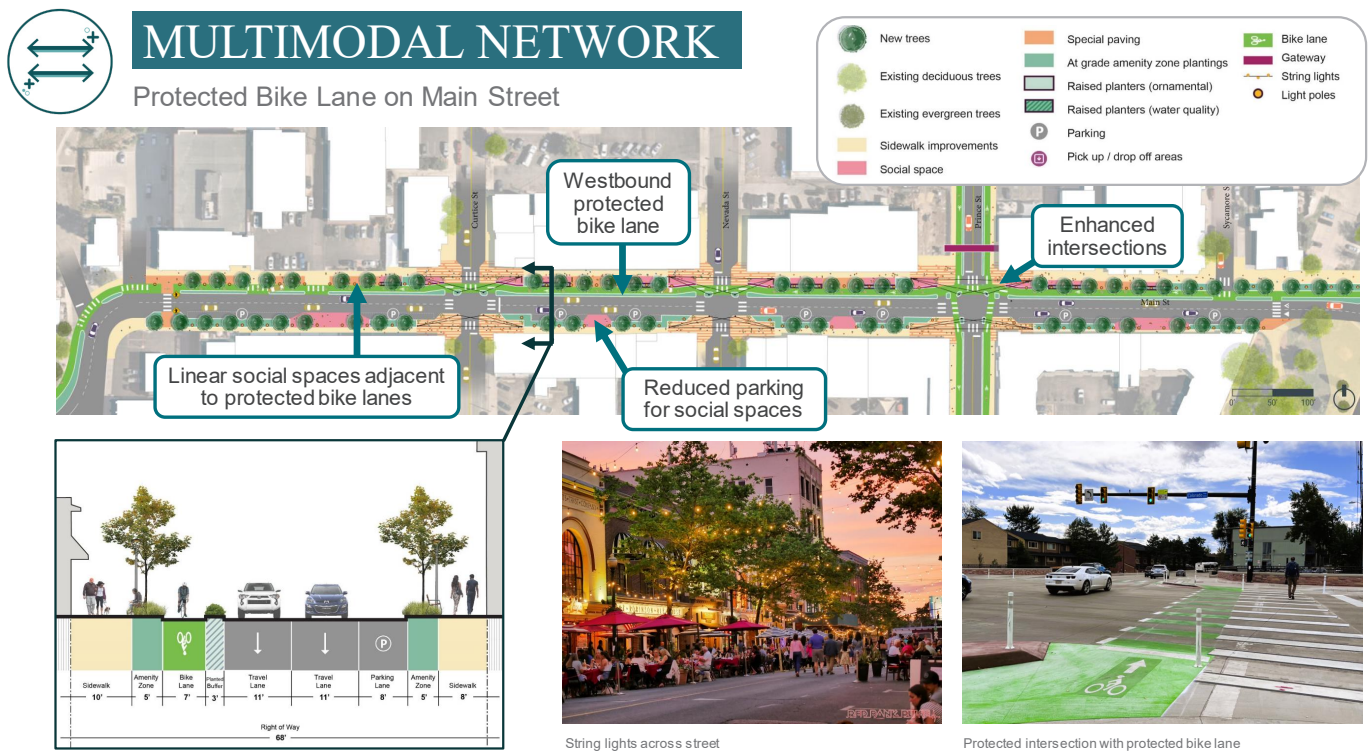
- *Technical memorandum summarizing the findings from our analysis, including:*
 - *Recommendations for potential signal removals (if any).*
 - *Recommendations for retained pedestrian crossings.*
 - *Recommendation for the designated Safe Routes to School route and any related improvements for the protection of those crossing at that location.*
 - *Signal Timing Plans if any operational changes to existing signals are made.*

TASK E: EVALUATION OF GEOMETRY OF SH 82 AND SH 6 & SH 24 TO REDUCE SPEED, IMPROVE PEDESTRIAN SAFETY, AND REDUCE VEHICULAR REAR END AND OTHER OVERREPRESENTED ACCIDENT TYPES

Our team will review the 6th Street Corridor Master Plan and complete this task simultaneously with the traffic analysis and transit analysis tasks. Our goal will be to evaluate the existing configuration of SH 82, SH 6, and SH 24 to determine if there are any geometric recommendations that may be beneficial to traffic calming (reducing speeds) and assisting with safe pedestrian/bicycle crossings.

Without knowing the full story from the collision data, initial recommendations could include installing pedestrian refuge medians to allow for two-stage pedestrian/bicycle crossings or increasing the number of bulbouts along Grand Avenue to shorten pedestrian/bicycle crossing distances and slow turning speeds.

Our team will propose a series of alternatives and will provide pros/cons of each alternative to collaborate with the city on potential recommendations to update the cross section. We understand that on-street parking is critical for the vitality of the businesses located along Grand Avenue and our alternatives analysis and geometric improvement recommendations will retain on-street parking.



Project Highlight > Downtown Littleton Mobility Study



Conсор developed three alternatives for Littleton, Colorado to improve safety and mobility in the downtown core area. Our team weighed strengths and shortcomings of each design, balancing the competing needs along the roadway of vehicle traffic, multimodal connections, and on-street parking while prioritizing safety. Each alternative was presented to staff, stakeholders, and the public using visually appealing conceptual designs and cross sections that were easy to digest and supplementing photos to provide additional context.

Task E Deliverables



- Technical memorandum summarizing the results from our analysis, including:
 - Determination of the 6th Street Corridor Master Plan's impact to corridor safety on SH 6 & SH 24.
 - Alternatives and recommendations for street section or sections along the SH 82 Corridor.

TASK F: EVALUATION OF THE MOVE STUDY OPERATIONAL ANALYSIS FOR THE BRT SYSTEM ON SH 82/ GRAND AVENUE

The main purpose of this task is to identify potential improvements along Grand Avenue and around the West Glenwood Park and Ride to improve transit operations, and speed and reliability of BRT service between South Glenwood and West Glenwood through downtown to allow the expansion of regular BRT service to these areas. Extending the BRT is a high priority for both RFTA and the City of Glenwood Springs given the high volume of commuters between Western Garfield County, Glenwood Springs, and the Roaring Fork Valley. Extending the BRT would increase travel options for the community, enable a larger share of this important travel market to be captured by transit, and is a core strategy in mitigating future traffic growth along SH 82 through Glenwood Springs.

The MOVE Study evaluated several alternatives to extend the BRT from its current terminus (for most BRT runs), at the 27th Street South Glenwood Station, to downtown and the West Glenwood Park and Ride. The study narrowed the alternatives down to two general options: one parallel to the Rio Grande Trail and the other along Grand Avenue. There were aversions from the public to both alternatives and a preferred alternative was ultimately never selected. This task will reevaluate the Grand Avenue alternative to determine if there are interim improvements that can be made along Grand Avenue to improve speed and reliability of transit service without negatively impacting the pedestrian environment or significantly impacting parking, which would be more amenable to the community. We divided this task into three major components:

- 1 → **Review BRT operational analysis from the MOVE Study** and meet with staff to understand barriers and challenges in implementing those recommendations or understand additional ideas that have emerged since the MOVE study within the context of this project.
- 2 → **Analyze Traffic Operations and Effect on the Proposed BRT on SH 82** to understand the impacts to BRT and traffic operations with each change using Transmodeler. We will analyze the effectiveness and impacts to traffic of a queue jump lane at 9th Street and Grand Avenue. Presumably a queue jump lane would allow northbound BRT cross from the right lane at 9th Street and Grand Ave after stopping at the bus stop to the left lane in order to turn left at 8th Street. A queue jump signal at this location would allow for the conversion of 8th and 9th Streets to one-way as recommended in the MOVE Study to improve traffic operations while also accommodating the BRT along Grand Avenue.
- 3 → **Analyze Operational Improvements at West Glenwood Park and Ride** including at the intersection of Midland Avenue and Wulfsohn Road and develop recommendations to improve transit operations through the area, allow for buses to stop in both directions on Wulfsohn Road at the West Glenwood Park and Ride, and improve traffic safety. We will also evaluate and make recommendations at the West Glenwood Park and Ride to allow two-way bus operations on Wulfsohn road at West Glenwood.



Project Highlight > Federal Boulevard Transit Signal Priority



As part of the implementation of Transit Signal Priority (TSP) at 41 intersections along Federal Boulevard in Denver, we needed to confirm the system was working as designed and expected. To achieve this, we programmed an interactive Power BI dashboard that was able to process two weeks of high-resolution controller data into usable, actionable metrics which allowed us to troubleshoot in real time, and confirm that the Regional Transportation District (RTD) buses and ridership are receiving the benefits of TSP. Metrics can be sorted by date, time, intersection, approach, and phase at the click of a button.

Task F Deliverables:

- *Technical memorandum summarizing the results from our analysis, including:*
 - *Opinions, recommendations, or modification to the study.*
 - *Analyze the operations and effect of a possible transit signal priority (TSP) at 9th Street.*
 - *Analyze the operational impacts of the adjacent signals to the TSP.*
 - *Develop preliminary signal timing plans to show proof of concept of the queue jump and the mitigation of potential impacts to operations with adjacent signals.*
 - *Analyze operations and the effect of the proposed BRT on SH 82 and Rio Grande Trail corridor.*
 - *Analyze the operational effects of an improved transit boarding area and at-grade pedestrian crossing improvements at the West Glenwood Park and Ride.*
 - *Offer opinions, recommendations, or modifications to the operations at the West Glenwood Park and Ride and how it relates to the intersection configuration at West Wulfsohn Road and Midland Avenue.*
- *Develop graphics for public discussion of the potential bus lanes on Grand Avenue.*

TASK G: TRANSIT SAFETY ANALYSIS

We will complete a comprehensive safety analysis of bus operations in Glenwood Springs, including at and around bus stops, at common crash locations, and along the existing Business Access and Transit (BAT) lane along SH 82 south of the 27th Street Station. We will use a combination of crash data analysis (including the findings of the systemic safety analysis), field observations, and input from staff, stakeholders, and the public to summarize existing safety issues and concerns. Additionally, we recommend interviewing a RFTA supervisor and/or RFTA bus driver to allow them to provide observations on safety conditions that they experience while driving or frequently hear as complaints from drivers or patrons. Based on our findings we will make recommendations to improve transit safety in Glenwood Springs that are rooted in proven crash modification factors (CMFs) and safety principles and including recommendations aimed at reducing speeds, reducing conflict points, and increasing visibility. Potential recommendations may include changes to signal timing, lane configuration, signing/striping, traffic calming, improving visibility, improving pedestrian crossings at bus stops, and access management. Recommendations will consider bus turning radius, merging associated specific bus route operations through Glenwood Springs, and other special needs for bus operations including ingress and egress out of stops.



Project Highlight > Interviews with Transit Supervisors for the 17th/18th Bus Priority and Vision Zero Project



Our team facilitated interviews with RTD supervisors as part of our initial outreach for the 17th & 18th Avenues Bus Priority & Vision Zero Project to learn about locations with safety and operational concerns including low visibility pedestrian/bicycle, areas with frequent bus delay, challenging areas for the bus to maneuver in and out of a bus stop, and areas that were challenging for the bus to turn. One of the comments we heard from the supervisors was that it is challenging for buses to maneuver in and out of bus stops on 17th Avenue and it results in frequent delay merging back into traffic. As a result, our team incorporated bus bulbs into our design at the majority of bus stops along 17th Avenue so buses could stop in-lane.



Task G Deliverables



- *Technical memorandum summarizing the results from our analysis, including:*
 - *Provide creative solutions for bus system safety including recommendations for stop locations and/or bus pull out locations while evaluating the ability to return to traffic and cross traffic movements for the two alternatives proposed in the MOVE Study.*
 - *Summary of existing transit safety issues and concerns based on analysis, stakeholder input, and field observations.*
 - *Short- and long-term recommendations to improve transit safety in Glenwood Springs, with a focus on the area around bus stops, specific to bus operations (including cross traffic movements), and for the SH 82 bus lane south of 27th Street.*

TASK H: EVALUATION OF THE EFFECT OF ANY CHANGES ON SH 82 TO THE LOCAL ROAD NETWORK IN THE DOWNTOWN CORE AREA BETWEEN 14TH AND 8TH

The intent of our scope of work is that it builds off the traffic analysis work in Task D and evaluates any of the proposed recommendations as an outcome of Tasks E, F, and G to determine the impacts of recommendations on the downtown core. Specifically, this task acts as an alternatives analysis for operational recommendations proposed in Task D where we are evaluating existing conditions and proposed recommendation to determine the impacts. We will also use the traffic analysis model developed in Task D to analyze the potential for one-way couplets at 8th Street and 9th Street and for removing the Colorado Avenue and Cooper Avenue one-way couplet between 9th Street and 13th Street.

Task H Deliverables



- *Technical memorandum summarizing the results from our analysis, including:*
 - *Evaluation of the impacts in traffic patterns, volume, speed, queuing, and LOS in response to signal removal, geometric changes to the local roadway system, one-way couplets at 8th Street and 9th Street, one-way couplets at Colorado Avenue and Cooper Avenue (between 9th Street and 13th Street), and changes on 8th Street between Grand Avenue and Midland Avenue.*

TASK I: EVALUATION OF SAFETY DATA FOR POTENTIAL OPERATIONAL CHANGES, INFORMATIONAL MEETINGS, AND PUBLIC ENGAGEMENT OPPORTUNITIES

Our interpretation of Tasks I and J is that Task I is focused on developing public engagement plan whereas Task J focuses on executing the public engagement plan through meetings with the public, stakeholders, and council . For the purpose of the fee and scope, Task I only includes the estimate to develop the public engagement plan. These two tasks will likely have overlap and scope language is written with the intention that these two tasks will be occurring in sync.

Leveraging Local Roots and Experience

The Alta team knows the Roaring Fork Valley well and is passionate about supporting Glenwood Springs in meeting your mobility goals:

- > Over the past five years, **Jonny Rotheram** has collaborated with the city of Glenwood Springs, spearheading the development of RFTA's First and Last Mile Mobility Plan as well as initiating the City of Glenwood Springs TMA activation plan. His ongoing contributions are pivotal in supporting the city through the creation of a TMA, aimed at serving both the city and the surrounding region.
- > **Chloe Ward** is a resident of Glenwood Springs, providing her with a lived experience of the transportation network. She has supported mobility planning in the Roaring Fork Valley for the past eight years, including efforts in Aspen, Carbondale, Basalt, and the Glenwood Springs/RFTA MOVE Study.
- > **Brandon Gonzalez** has overseen numerous projects within the Roaring Fork Valley, including the Basalt-Willits Lane Multimodal Study and the Aspen Safety Action Plans.

Public Engagement Plan

Community engagement is integral to the success of a Comprehensive Safety Action Plan. The Action Plan will represent a community-driven process that reflects the needs of critical concerns of residents and stakeholders throughout the city. Within a month of project kick-off, our team will develop a Public Engagement Plan (PEP) describing target audiences including residents, commuters, schools, local employers, and service providers. The PEP will identify tools, methods, and response strategies to engage the community. Recognizing that the city's more vulnerable residents may be both disproportionately impacted by traffic violence and underrepresented in the planning process, our team will continuously revisit our planned engagement activities throughout the life of the project to confirm that public outreach is fully inclusive. Task I summarizes our preliminary PEP.



CHALLENGE > Even the most well thought out PEPs sometimes do not achieve the desired reach.

SOLUTION > Consor's outreach team is nimble and focused on developing a community-driven Action Plan. If there are certain segments of the population we are unable to reach through our proposed plan, we will identify opportunities to hold 1-on-1 listening sessions that are more targeted. If the digital outreach does not gain sufficient traction, we will shift resources towards prioritizing in-person interactions. If there is low attendance at the first round of public meetings, we will shift locations for the second round to better align with community interest.

Task I Deliverables



- *Public Engagement Plan that identifies type and number of meetings, city-wide survey questions, GSEP survey questions, key stakeholder identification such as CDOT, RFTA, Glenwood Springs School District, Downtown Development Authority, City Council, Transportation Commission, Police, and Fire.*

TASK J: PUBLIC ENGAGEMENT AND OUTREACH

This task outlines the toolbox of engagement strategies, execution of meetings, events, and materials. Our team intends to build trust with city project managers throughout the process so that we can effectively co-lead meetings. Often times, it is more effective for messaging to come from the city explaining the goals and needs of projects and our team helps complement that messaging by providing data-driven support and expertise on process, recommendations, and other questions. Interpretation will be provided as necessary for meetings and translation will be provided for all project materials. After each meeting, our team will document notes and assist in coordinating any follow-up needed. We will prepare a technical memorandum summarizing outreach activities that will be incorporated into the Final CSAP.

Our engagement approach is meant to create engagement that is transparent and equitable, blending in-person engagement with digital approaches to broaden our community reach. Our approach is meant to provide a framework for engagement; however, we are eager to collaborate with the city to determine if certain aspects of this plan should be updated to better align with city goals (i.e., number of meetings with the public and stakeholders, virtual versus in-person meetings, etc.). Our public engagement will include three components – Public Outreach, Digital Outreach, and Stakeholder Outreach.

Public Outreach Meetings (In-Person and/or Virtual)

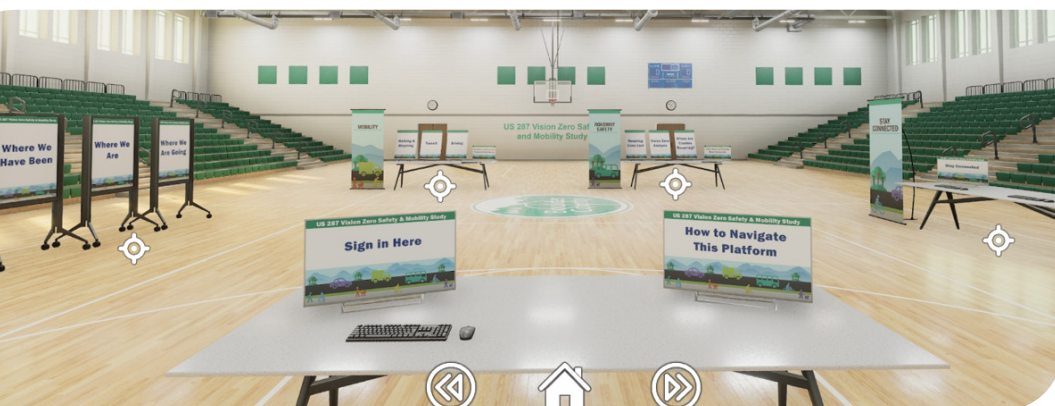
We will conduct two phases of community outreach for each Action Plan in the form of public meetings and pop-up events.

1. The first round will serve as a listening session to learn from the public about traffic safety attitudes and location-specific feedback.
2. In the second round, we will inform the public by presenting draft content from the Vision Zero Action Plan, including high-priority intersection/corridor recommendations to confirm whether we are adequately addressing concerns.

Public Meetings: We will host two rounds of public meetings and are flexible to host in-person or virtually. The events will involve a range of interactive exhibits designed to engage community members and solicit input that will meaningfully inform the planning process. Activities will be designed to engage community members of all ages and backgrounds and may include, but are not limited to:

- > **Floor mapping exercises** that prompt community members to place physical barriers, like Lego block walls, on corridors and at intersections where they experience traffic safety concerns.
- > **Tactile demonstrations of design countermeasures** like road narrowing or vertical deflection to illustrate how traffic calming works and to ask participants for feedback on designs they would like to see on Glenwood Springs roadways.
- > **On-demand online platform** where residents can view project updates in a “virtual gymnasium” and provide comments or questions at their own convenience.
- > **Voting exercises** that involve showing participants a set of concepts for high priority recommendations and using sticker dot voting to determine which concepts are most favored.

Following the first round of public meetings, our team will debrief with staff to discuss what went well, and what improvements might be needed to inform the second round of public meetings. At the end of the project, our team will debrief with the city project manager and discuss lessons learned that Glenwood Springs can use for outreach on future city projects.



An example of a virtual gymnasium that was created for the US 287 Vision Zero and Mobility Study where project information and surveys were loaded onto the online platform and community members were able to review materials and provide feedback at their convenience.

Pop-ups: We will host two rounds of pop-up events at popular locations where community members already gather, like the Glenwood Springs Market on 7th Street, grocery stores, transit centers, community spaces, holiday celebrations, or Summer of Music events. In an order to hear from the less-represented community members, we will align our pop-up locations with those areas identified to confirm we are engaging with hard-to-reach communities. The Spanish-speaking community is an example of a group we will target through our pop-up events to bring their voice into the planning process. The pop-up events will focus on providing background on the project and asking targeted questions that align with the proposed surveys for those that are unable to complete or do not have access to the digital survey.

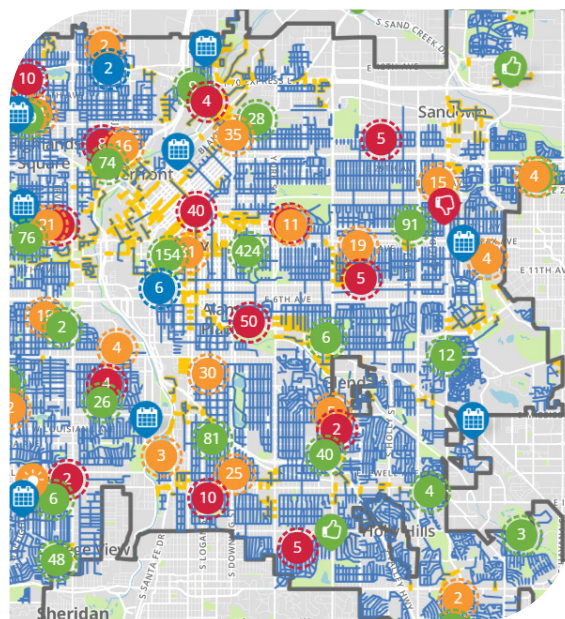


Reaching the Spanish-speaking Community

We understand that there is a large Spanish-speaking population in Glenwood Springs. We will work with the city early in the project to identify strategies to involve the group. In our experience, the best strategy for engaging with the Spanish-speaking population is to meet community members where they are. We recommend coordinating one to two pop-up events to be Spanish-first and/or collaborating with local Latino community organizations to help identify the best process (such as through the Latino Community Committee). Native Spanish-speaking Consor team member Jose Benitez is fluent in both Spanish and English and can attend public meetings and pop-up events to provide interpretation services. Jose has a strong technical background and with Spanish being his first language, he excels at explaining complex technical concepts using terminology that can be easily understood.

Digital Outreach

Online Survey and Interactive Map (General Public): We will develop two surveys/web maps using Social Pinpoint aligning with the two phases of community engagement. The first survey will help us gauge current attitudes, perceptions, and behaviors related to traffic safety and transportation among Glenwood Springs residents, visitors, and employees. We will develop the survey and web map using Social Pinpoint to be crafted to allow community members to drop pins at specific locations with traffic safety concerns. Our team will use the geospatial community feedback collected in the web map as a risk factor analyzing which locations in Glenwood Springs present the highest crash risk. We will promote the project and online survey in English and Spanish through social media, at bus stops, and other high-traffic destinations in Glenwood Springs.



An example of an interactive map that was created on Social Pinpoint for Denver's South Central Community Transportation Network Project.

Glenwood Springs Elementary School (GSES) Survey: Our team will create a survey targeted towards GSES parents and staff. Questions may be targeted to identify locations that may be challenging to cross as a pedestrian or bicyclist, identify areas where visibility may be challenging, or locations where speeding is a concern. Feedback will be used to help craft geometric or operational changes to SH 82, which is a barrier for families residing east of the corridor, and general Safe Routes to School recommendations.

Social Media Posts and Transit Stop Flyers: To broaden the reach of our engagement efforts, we will create social media posts for Glenwood Springs to push out on their social media platforms. Additionally, we will create flyers promoting surveys and project updates and post them at transit stops within Glenwood Springs.

Website: Our team will provide the Glenwood Springs communications team project updates and highlights to be posted on the city website throughout the duration of the project.

Stakeholder Outreach

Stakeholder Involvement: Our overall aim will be to reach stakeholders before going to the general public. Our team will facilitate a “kick-off” stakeholder meeting (either in-person or virtual) to discuss the safety work and introduce key elements of our scope of work. The goal of the kick-off will be to identify critical issues and build support for safety work and projects among a network of potential program partners. We anticipate stakeholder involvement at multiple milestones throughout the project. This involvement throughout the duration of the project will allow our team to understand similar and conflicting priorities to develop the Action Plan and achieve buy-off from all on the final Action Plan. Potential stakeholders include CDOT, RFTA, Glenwood Springs School District, Downtown Development Authority, neighborhoods impacted by recommendations, City Council, and the Transportation Commission.

Transportation Committee and City Council: Our team will update the Transportation Committee and City Council at multiple times throughout the project. Our goal is to inform the Transportation Committee and City Council about the project background, data collection and analysis, proposed recommendations, and draft and final Action Plans. Ultimately, it will be City Council that adopts the Action Plan so it is important to incorporate their feedback and encourage their involvement throughout the process.

Neighborhood Meetings: Our team will facilitate targeted outreach (virtual, in-person, or survey) to neighborhoods affected by recommendations.

Task J Deliverables

- *Co-lead stakeholder/partnering meetings, including all presentation materials (number of meetings required to be in-person will be determined during final scope negotiations).*
- *Development of a city-wide survey and a GSES-specific survey.*
- *Prepare material for presentations to Transportation Committee and City Council at key milestones.*
- *Marketing and advertising items for stakeholder meetings, public meetings, and pop-up events.*
- *Spanish interpretation for meetings and Spanish translation for materials.*
- *Provide meeting summaries from each event to the Project Manager.*
- *Prepare technical memorandum summarizing outreach activities for inclusion in Final Report.*

TASK K: DEVELOPMENT OF PROJECTS, OPERATIONAL CHANGES, AND PUBLIC INFORMATION CAMPAIGNS TO ADDRESS SAFETY ISSUES

Our team recognizes resources are finite and that some recommendations will have a more immediate impact on reducing traffic fatalities and improving safety. Our team will prioritize projects combining outcomes of the crash analysis, multimodal safety analysis (pedestrian, bicycle, transit-involved crashes), traffic operations analysis, and community and stakeholder engagement feedback. Work completed as part of the safety, transit, and multimodal analysis will assist our team in developing a comprehensive list of recommendations including civil engineering upgrades, operational changes, policy updates, and public informational campaigns that will directly address safety issues. Our team includes a mix of planners and engineers, confirming there will be a seamless transition from planning into conceptual design. In addition to the engineering recommendations, we also will evaluate education and enforcement recommendations. An example of what one of those recommendations could look like is an enforcement program by the local Glenwood Springs Police Department targeted to enforce common violation types (speeding, failure to yield, failure to wear safety belts, distracted driving and driving while impaired are examples that could come out of our safety analysis). These enforcement programs can be especially effective when combined with education programs.

Task K.1: Project Fact Sheets

Many Comprehensive Safety Action Plans successfully identify safety issues and potential solutions, however they often lack location-specific recommendations. We will focus on an implementation-focused Action Plan, identifying location-specific improvements and implementation and funding strategies. Fact sheets will be developed for the top 8 to 12 projects/locations that are the highest priority and have the most potential to reduce serious injury and fatal crashes. Our team will spend time in the field during peak periods (AM, mid-day, PM, or special event times) to perform mini-Road Safety Audits (RSA) and observe patterns that may be occurring at the high-risk locations that may not be clearly identified from the crash data. Key stakeholders such as city staff, CDOT staff, RFTA staff, GSES representatives, police, and fire are encouraged to join our team in the field. Each stakeholder may have different priorities and goals on the roadways and it is important for our team to understand all priorities, and facilitate a similar understanding among stakeholders, as we evaluate safety and create recommendations. Our team will deliver fact sheets from the safety analysis, observations from the mini-RSAs, safety recommendations and corresponding crash reduction factors, impacts on equity populations, and conceptual designs and cost estimates visualizing the recommendations. The fact sheets will also discuss next steps working towards implementation.

Project Highlight > US 287 Vision Zero & Mobility Study



Our team developed multiple conceptual design fact sheets as part of the US 287 Vision Zero & Mobility Study. We plan to use a similar template for this project and summarize background information, analysis results, field observations, conceptual designs, cost estimates, and next steps into a standalone packet.



Task K.2: Countermeasure Toolbox

Based on the crash trends and countermeasures identified as part of the safety analysis, our team will create a comprehensive countermeasure toolbox for the city’s use. This will be a beneficial resource for the staff to reference once this project is completed to quickly identify solutions as safety problems arise. We will use the countermeasure toolboxes from FHWA as a starting point but incorporate countermeasures that align with the local context of Glenwood Springs. The toolbox will include both engineering and non-engineering countermeasures. The toolbox will also provide easy-to-share information when communicating with the public or presenting recommendations for future projects.

Countermeasure Toolbox Examples

Conсор has developed countermeasure toolboxes as part of the US 287 Vision Zero & Mobility Study and City of Davis Local Road Safety Plan. Each toolbox identifies specific engineering and non-engineering countermeasures and what types of crash they help mitigate. An overall description of the benefits, considerations, cost, complexity, and safety benefit were identified.

US 287 Vision Zero & Mobility Study

↶

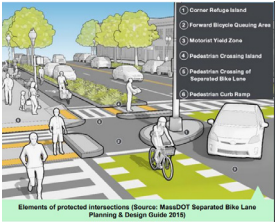
Improve Channelized Right-Turn Lane Geometry

\$ \$ \$ \$

SAFETY BENEFIT

COMPLEXITY

DESIGN CONSIDERATIONS	EXAMPLE IMAGE
- Truck turning templates should be run to ensure large vehicles and/or fire trucks can be accommodated at the right-turning movements. - Traffic signal poles located on the right-turn island may need to be relocated.	142° 30° 30° High speed, low visibility, head turner 112° Angle 55-60° 30° 20° 14 – 18 mph, good visibility PREFERRED

City of Davis, CA Local Road Safety Plan				
Countermeasure	Benefits of Design	Cost	Complexity	Safety Benefit
Enhanced Pedestrian and Bicycle Crossings				
 Elements of protected intersections (Source: MassDOT Separated Bike Lane Planning & Design Guide 2019)	This design can reduce the likelihood of high-speed vehicle turns, improve sightlines, and dramatically reduce the distance and time during which people on bikes are exposed to conflicts. Protected intersections create shorter, simpler crossings, more predictable movements and better visibility between people on bikes and people driving. As a result, the intersection is more comfortable and safer for people using the bikeway and the crosswalk.³³	\$\$-\$\$\$		
Medians and Pedestrian Crossing Islands				
	Medians or pedestrian crossing islands should be considered along multi-lane roadways, particularly in areas with a significant mix of pedestrian and vehicle traffic and intermediate or high travel speeds. Some example locations that	\$\$-\$\$\$		

Task K Deliverables 

- Technical memorandum detailing recommendations.
- Report detailing viable and preferred concept(s), including elements outlined above.
- 8 to 12 Fact Sheet Packets for the highest priority intersections.
- Countermeasure toolbox.

Comprehensive Safety Action Plan | City of Glenwood Springs | RFP# 2024-10P | 30

Task L: Budgeting

Conсор will lead developing cost estimates for each of the project recommendations and conceptual design plans identified in the previous task. Budgeting will also help tie into the project prioritization that will be identified in the Final Action Plan and will assist the city in identifying appropriate funding sources. Our team will identify potential grant funding opportunities for each recommendation that may include but are not limited to Safe Streets and Roads For All Implementation Grants, Highway Safety Improvement Program (HSIP) funds, Safe Routes to School, First/Last Mile funding, or Glenwood Springs Capital Improvement Program (CIP) funding.



Value Add: An Approach Focused on Project Implementation

Our team understands that Glenwood Springs is eager to make safety improvements quickly. Each implemented safety improvement is an incremental step to achieving Vision Zero. Our goal is to establish a framework for Glenwood Springs to work towards implementation beyond the projects completion. We will group projects into the following categories to help staff identify a process for implementing each recommendation:

- 1 → Quick-win projects that can be implemented quickly (i.e., signal backplates or updating left-turn operations).
- 2 → Locations that have ongoing planning/design efforts that can be moved forward through other projects.
- 3 → Locations that are competitive for Safe Streets and Roads for All (SS4A) Implementation Grant funding, HSIP funding, or other federal/state funding sources.
- 4 → Locations that are not competitive for federal/state funding that will be included in Glenwood Springs CIP funding.

Task L Deliverables



- *Estimated budget for proposed preferred concepts (concepts identified in Task K).*
- *Identify potential funding sources or grant opportunities for each recommendation.*

TASK M: FINAL REPORT AND RECOMMENDATIONS

Conсор will develop a draft Comprehensive Safety Action Plan for Glenwood Springs based on our findings from our work conducted and leveraging feedback from staff, stakeholders, and the public that we heard throughout the project duration. The Action Plan will meet the FHWA Action Plan Requirements so that the municipalities can be eligible to apply for SS4A Implementation Grant Funding.

We expect the draft Action Plan be highly customized, image- and graphic-rich, and comprehensible by the public. The plan will include photos, infographics, and tables to convey key findings and recommendations concisely and clearly. The plan will also identify strategies for monitoring yearly progress towards achieving Vision Zero. We will follow Glenwood Springs brand standards and incorporate up to two rounds of consolidated comments for the draft Action Plan. We will finalize the plan document based on the feedback provided.

Our team also understands that the Action Plan will need to be adopted by Council. Our team will support staff by preparing a PowerPoint presentation summarizing the plan for staff to use for a City Council presentation.



Project Highlight > City of Davis Local Road Safety Plan



Conсор led the development of the City of Davis Local Road Safety Plan. Key findings and recommendations were clearly conveyed using photos, maps, creative infographics, and tables.

Task M Deliverables

- Final report (electronic and hardcopy versions).
- Electronic format of all project deliverables, including data and support files.

Bid Schedule

Project Schedule		2024												2025					
		May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun				
Task A: Initiation and Management	Project Meetings and Administration		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
	Project Schedule																		
	Existing Plan Review				○														
Task B: Invoicing and Payments	Send Monthly Invoices and Progress Reports																		
Task C: Evaluation of Existing Safety Frequency and Accident Location Data	Data Collection			①															
	Crash Analysis							②											
	Systemic Safety Analysis								②										
Task D: Evaluation of Signal Timing and Progression on SH 82																			
Task E: Evaluation of Geometry of SH 82 and SH 6 & SH 24																			
Task F: Evaluation of the MOVE Study																			
Task G: Transit Safety Analysis																			
Task H: Evaluation of the Downtown Core Area																			
Task I: Evaluation of the Safety Data for Public Engagement Opportunities				③															
Task J: Public Education & Outreach	Public Meetings, Pop-ups, and Digital Outreach						④	⑤								⑥			
	Stakeholder Involvement						●				●					●			●
	Transportation Committee and City Council																	⑦	
Task K: Development of Projects	Project Fact Sheets													⑧					
	Countermeasure Toolbox																⑨		
Task L: Budgeting														⑧					
Task M: Final Report and Recommendations																	X DRAFT		X FINAL ●

- Project Kick-Off Meeting

● PMT Meetings

● Stakeholder Meetings

● Council Adoption
- Interim Technical Memorandum Deliverable

X Plan

- Summary of Key Milestones

① Data Collection Plan

② Crash Analysis and Systemic Safety Analysis

③ Public Engagement Plan

④ Launch Digital Community Outreach (Survey) and GSES-specific Survey
- ⑤ First Round of In-Person Community Outreach (Pop-ups and Public Meetings)

⑥ Second Round of In-Person Community Outreach (Pop-ups and Public Meetings)
- ⑦ Develop Materials for Council Adoption Meeting

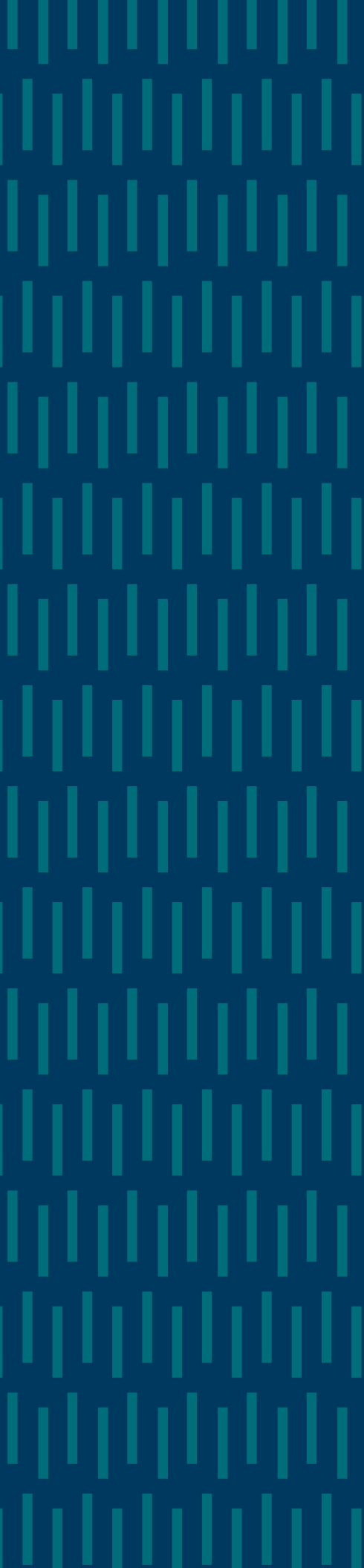
⑧ Project Fact Sheets and Cost Estimates

⑨ Countermeasure Toolbox

Estimated Staff Hours

Estimated Staff Hours

TASK DESCRIPTION	Conсор											Alta Planning + Design							TOTAL HOURS
	Personnel											Personnel							
	Ben Waldman	Nikki Riemer	Krystian Boreyko	Diana McHale	George Shackil	Camden Palvino	Jenny Godwin	Jose Benitez	Emma Krisley	Jake Johnston	Greg Thivierge	Brandon Gonzalez	Jonny Rotheram	Chloe Ward	Chris Cannon	Robby Long	Erica Hine	Julie Lo	
TASK A: PROJECT INITIATION AND MANAGEMENT																			
Project Meetings and Administration	32	64	64									8	36	16	8	8	8	8	252
Existing Plan Review	1		4				40												45
TASK A TOTALS (HOURS)	33	64	68	0	0	0	40	0	0	0	0	8	36	16	8	8	8	8	297
TASK B: INVOICING AND PAYMENT																			
TASK 2 TOTALS (HOURS)	4	14	0	0	0	0	0	0	0	0	0	4	16	0	0	0	0	0	38
TASK C: EVALUATION OF EXISTING SAFETY FREQUENCY & ACCIDENT DATA																			
Task C.1 Data Collection	2	8	2	2								2	8	8					32
Task C.2 Crash Analysis	4	24	8	40	20			60				2	4	16		16			194
Task C.3 Systemic Safety Analysis	4	40	8	60	60			40				2	24	16		32			286
TASK C TOTALS (HOURS)	10	72	18	102	80	0	0	100	0	0	0	6	36	40	0	48	0	0	512
TASK D: EVALUATION OF SIGNAL TIMING AND PROGRESSION ON SH 82																			
TASK D TOTALS (HOURS)	24	40	0	100	0	100	0	80	0	0	0	2	32	16	0	16	0	0	410
TASK E: EVALUATION OF GEOMETRY ON SH 82 AND SH 6 & SH 24																			
TASK E TOTALS (HOURS)	4	16	16	0	0	0	0	0	0	0	0	4	16	40	0	16	0	0	112
TASK F: EVALUATION OF THE MOVE STUDY																			
TASK F TOTALS (HOURS)	4	16	0	40	0	0	0	80	0	0	0	0	0	0	0	0	0	0	140
TASK G: TRANSIT SAFETY ANALYSIS																			
TASK G TOTALS (HOURS)	4	16	16	0	0	0	0	0	0	0	0	8	40	16	0	32	0	0	132
TASK H: EVALUATION OF THE DOWNTOWN CORE AREA																			
TASK H TOTALS (HOURS)	4	16	4	40	40	0	0	40	0	0	0	0	0	0	0	0	0	0	144
TASK I: EVALUATION OF THE SAFETY DATA FOR PUBLIC ENGAGEMENT																			
TASK I TOTALS (HOURS)	2	8	24	0	0	0	40	0	0	0	0	1	2	0	8	0	16	0	101
TASK J: PUBLIC EDUCATION AND OUTREACH																			
TASK J TOTALS (HOURS)	8	60	120	0	0	0	180	0	60	0	0	8	24	48	16	0	82	0	606
TASK K: DEVELOPMENT OF PROJECTS																			
Task K.1: Project Fact Sheets	4	32	8							80	120	8	16	16		32			316
Task K.2 Countermeasure Toolkit	4	32	4		60		24	20				8	40	36		32			260
TASK K TOTALS (HOURS)	8	64	12	0	60	0	24	20	0	80	120	16	56	52	0	64	0	0	576
TASK L: BUDGETING																			
TASK L TOTALS (HOURS)	4	12	0	0	0	0	0	0	0	24	40	0	0	0	0	0	0	0	80
TASK M: FINAL REPORT AND RECOMMENDATIONS																			
TASK M TOTALS (HOURS)	16	40	40	8	20	20	60	20	60	8	16	24	45	36	8	36	4	0	461
LABOR TOTALS	125	438	318	290	200	120	344	340	120	112	176	81	303	264	40	220	110	8	3609



Exceptions to the Specifications and Scope of Work

No Exceptions



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item:	Award Request for Proposal (RFP) 2024-12P Sewer Lining Project
Action Requested:	City Council Approval to Award Request for Proposal (RFP) 2024-12P Sewer Lining Project to Insituform per their proposal pricing.
Department:	Public Works
Presented By:	Matthew Langhorst
Strategic Goals:	Preserve and Improve Infrastructure Ensure Public Safety
Background Info:	The City of Glenwood Springs Sewer Department continues to work through all the old clay and metal sewer piping in town by not replacing it in most cases, but by lining the interior of the pipes with new Cured In Place Pipe (CIPP) that seals the failed gaskets at the joints, provides a smooth bottom to the old pipe, can span areas of pipe that have pulled apart and allows us to eliminate any groundwater infiltration into the system. This is a standard city program that we have been running for a decade plus now, and we are coming up on our last few years of this work. This year's proposals included "hatting" or sealing not only the pipes, but adding a small hat to each service location that bonds to the CIPP in the pipe and extends up the service lines 12–18 inches to seal the connection of the service to the mainline. These connections are where the majority of our root intrusions come into the main lines. Staff budgeted \$150,000 in Sewer Rehabilitation Program money for 2024. The Insituform bid came in at \$167,816 for the main line CIPP, \$97,272 for the hatting of the service lines and \$30,042 for a storm sewer slip lining project that Public Works is proposing to add for 2024. The wastewater portion of the bid totals \$265,088, which can be covered by the fund with an appropriation. The \$30,042 for storm sewer slip lining will be appropriated out of the Street Tax fund which has a reserve balance currently. Three bids were received, ranging from \$265,088 to \$380,650 with Insituform being the lowest.
Issues:	None at this time.
Fiscal Impact:	A majority of the money was budgeted, the remaining amount will be appropriated from reserves in the second quarter budget amendment.
Legal Review:	NA.
Staff Recommendation:	Staff is Recommending City Council Approve Award Request for Proposal (RFP) 2024-12P Sewer Lining Project to Insituform per their bid pricing with corresponding appropriations in the sewer and street tax funds as described above.



Glenwood Springs Request For Proposal 2024-12P

Slip Line Project





Shielding the World's
Infrastructure

580 Goddard Avenue
Chesterfield, MO 63005
www.aegion.com

Tel: (636) 530-8000
Fax: (636) 530-8701

May 6, 2024

City of Glenwood Springs
Attn: Ryan Muse, Procurement Department
101 West 8th. Street
Glenwood Springs, CO 81601

RE: Request for Proposal Glenwood Springs Slip Line Project 2024-12P
Addendums 1 through 8 are acknowledged

Dear Proposal Review Committee:

Insituform Technologies, LLC is pleased to provide the required information for the Request for 2024-12P Sewer Lining Project. Attached you will find a complete proposal and pricing. Our prior experience and success with lining projects in Glenwood Springs makes Insituform a great candidate for this project. We acknowledge Addendums 1, 2 and 3.

Insituform Technologies, LLC is the world's leading trenchless contractor for Cured-In-Place Pipelining and other trenchless and prime contracting services. Our parent company, **Aegion Corporation** seeks and acquires well-established trenchless and construction companies to add to its business portfolio and to enhance our knowledge and capabilities in the industry. In 2023, we were pleased to announce the acquisition of **C&L Water Solutions, Inc.** a Colorado civil utility contractor who further expands our services to include UV cure CIPP, pipeline installation, pipe bursting, service lateral lining and emergency on-call services for water, sewer and storm. On behalf of Aegion and Insituform, Tracy Stenger (C&L) attended the Glenwood Springs pre-bid meeting.

- Insituform is a Limited Liability Company formed under the laws of the State of Delaware and is in Good Standing with the State of Colorado – ID#19981091819
- Our company is bonded by Traveler's Casualty and Surety Company of America with a per project bonding capacity of \$250,000,000.00 and an aggregate bonding capacity of \$700,000,000.00.
- Insituform Technologies, LLC is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- We meet or exceed the Insurance requirements as set forth in Section IV: Insurance Requirements.
- Insituform Technologies, LLC is licensed manufacturer and installer of the liner we propose to use for CIPP Installation.

Leanne Goodhue, Business Development Manager and Whitney Schulte, Contracting & Attesting Officer are authorized to represent Insituform in any negotiations regarding the attached proposal.

I, Whitney Schulte, Contracting & Attesting Officer is authorized by Insituform Technologies, LLC to sign any resulting contract arising out of this Request for Proposal. I may be reached at:

Whitney Schulte, Contracting & Attesting Officer
580 Goddard Avenue, Chesterfield, MO 63005
Phone: 636-530-8064
E-mail: WSchulte@Aegion.com

Please do not hesitate to contact should any clarification is needed regarding the attached documents.

Sincerely,

A handwritten signature in blue ink that reads "Whitney Schulte". The signature is fluid and cursive, with the first name being more prominent.

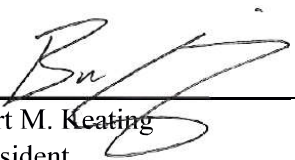
Whitney Schulte, Contracting & Attesting Officer

INSITUFORM TECHNOLOGIES, LLC
PRESIDENT APPONTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Janet Hass, Diane Partridge, Whittney Schulte, Ursula Youngblood and Patrizia Sordillo are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: September 30, 2022



Burt M. Keating
President

Glenwood Springs RFP 2024-12P Slip Line Project

Bid Date: April 22, 2024

Addendums 1 through 8 are acknowledged

Pre Bid meeting was not mandatory, but was attended by Tracy Flint of C&L Water Solutions acquired by and merged into Insituform Technologies, LLC on January 1, 2024.

Organizational Background and Overview

Insituform Technologies is the world's largest CIPP company with over 50 years of experience in CIPP rehabilitation of more than 25,000 miles (over 100,000,000 LF) of pipe – from 6-inches to 110-inches in diameter, offers an unparalleled combination of pipeline rehabilitation experts blending national and international expertise with significant local knowledge. We have protected precious water resources for our communities, have helped manage the underground assets for municipalities, saved taxpayer dollars, and lessened public and environmental impact to streets and sanitary/storm water systems.

We are also leaders in other trenchless and prime contracting services. Our Parent company, Aegion Corporation, seek and acquires well-established trenchless and construction companies to add to its business portfolio and to enhance our knowledge and capabilities in the industry. In 2023, we were pleased to announce the acquisition of C&L Water Solutions, a Denver metro area civil utility contractor who further expands our services to include UV cure options, trenchless point repairs, lateral liners, pipeline installation and point repairs, emergency on-call services and a vast array of other technologies as a partner to Insituform to provide multiple services under one roof to drive value up and costs down for our clients.

Insituform has five office locations in the Western Region – Colorado, Utah, Arizona, Southern California, and the Pacific Northwest with 11 crews supporting 16 States. C&L has two offices in Colorado and one in Utah for a total of five crews to support the local industry's rehabilitation needs. All crews travel and are a highly skilled team of installation professionals.

When the need arises, we rotate crews and shift resources/equipment assets to areas and projects with the greatest deadlines and specialty needs. Insituform's crew count, material manufacturing, and wet-out processes are by far the most robust in the industry, and your project will have some of our most experienced and project successful individuals working together as a team.

The Critical Path Scheduling Methodology (CPSM) is our style of Project Management and much of our long-held success relies on a fundamental emphasis and prioritization of several key aspects: Project Budgeting/Planning, Quality Assurance, Risk Assessment & Mitigation, Safety, and Communication.

By manufacturing our own patented felt material, we have no supply chain issues and can leverage our size and buying power. We can obtain these materials faster than our competitors, better maintain project schedules, and adapt to changes in weather, or field conditions that have the potential to impact project schedules. With Insituform, you have one point of contact and a single source working to solve problems and meet client needs.

Our industry leading approaches will always incorporate our core values:

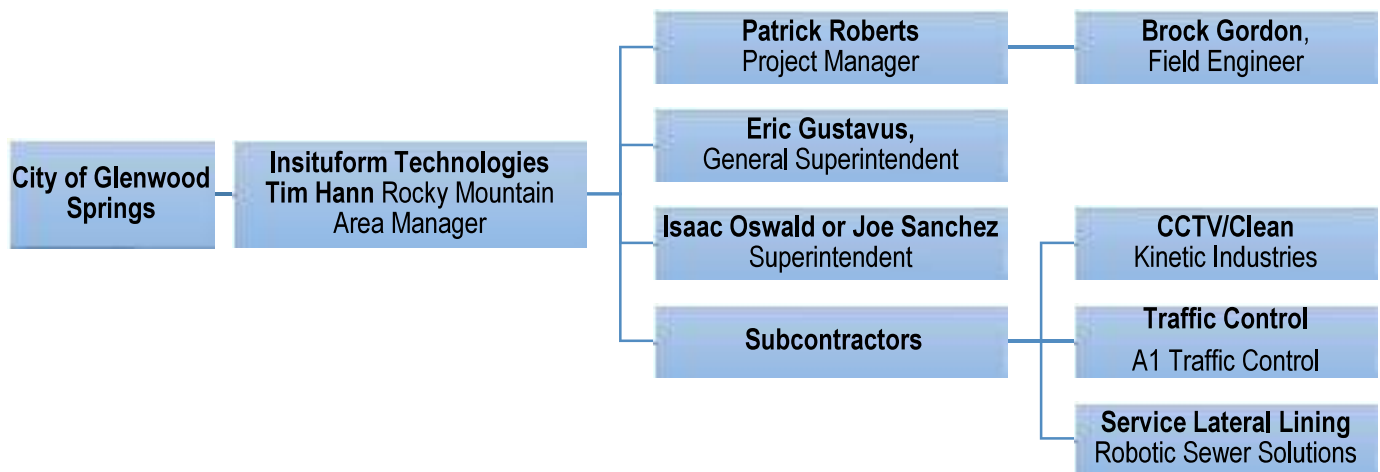
Zero Incidents are Possible
Do What is Right
Be Better
We Solve Problems
Results Matter



Insituform Personnel

The RFP should contain info that supports your firm's capacity to complete the services in the required time frame. Quality personnel will be a key component to the successful completion of the project and will be an important factor in the decision for awarding this contract. Proved resume information for the principal, project team manager, proposed designer and other key individuals with responsibility for providing professional service as a result of this solicitation. Names, titles, experience, job descriptions, professional training, professional licenses, functional role, professional certification and/or associations of individuals should be included in each resume. The info provided shall include but is not limited to, availability of key personnel assigned to this project, professional qualifications, specific related project experience and current and future commitments.

Insituform Organizational Chart



Technical Expertise

Background of Persons Directly Involved with Project

Key Project Staffing



Tim Hann
VP Western Region Area Manager

<u>EDUCATION & TRAINING</u>	<u>EXPERIENCE/ QUALIFICATIONS</u>	<u>REFERENCES</u>
Trinidad St. College – AAS Criminal Justice	27 th Employee of Insituform Responsible for 140M Revenue for 16 States	Jon Wicke Metro Wastewater jwicke@metrowaterrecovery.com 720-394-7018
Safety Training OSHA 10 First Aid/CPR Respiratory Protection Various Courses in Construction Related Training Programs	Annual Business Plan Advisor for Large Diameter Team Advisor for Pressure Pipe Team 38 Years Industry Experience	Mark Wade, PE Blue Water Solutions Group mwade@bluewatersolutionsgroup.com 785-550-9022 Patrick Carroll, PE City of Glendale Public Works pcarroll@glendale.co.us 303-639-4511

Career Notes: Tim is one of the country's foremost CIPP experts, being a rare individual to have started on the ground as a laborer and working his way into the leadership position he holds today. Tim has installation experience and management of projects of all sizes, complexities, and diameters. Some career highlights to mention:

- Casper North Platte Interceptor SS Rehabilitation – 2023 RMNASTT Project of the Year – 54" x 885 LF, 48" x 7,003 LF and 27" x 278 LF of CIPP with new manhole construction, bypass pumping, manhole and structure rehabilitation with heavy debris element for CCTV and cleaning.
- San Diego International Airport 2010 Trenchless Project of the Year – 96" x 1,400 LF storm line rehabilitation under the airport runway.
- CDOT Floyd Hill 2004 Project of the Year award - 54" to 72" transition with 175 LF of fall under I-70 west – the first US installation of its kind.

Key Project Staffing



Patrick Roberts
Project Manager

EDUCATION & TRAINING

Colorado State University, BS
Civil Engineering, 2002

Registered PE
CO #0047747

Certified Construction Manager CO #2635

Project Management Professional #5610113

Contractor's License – CO, UT, ID, NV, NM

EXPERIENCE/ QUALIFICATIONS

17 Years Industry Experience

Oversees 3 Field Engineers, 1 Project Manager, and 1 Jr. Project Manager

Manages CIPP projects for safety, quality, production, revenue and profit and customer satisfaction.

Project Scheduling and Backlog Management

REFERENCES

Christy Ritter, Project Engineer, Muller Engineering
critter@mullereng.com
720-808-4298

Jennifer Ventura, El Civil Engineer, City of Arvada
jventura@arvada.org
720-402-4515

Sharon Whitehair, Berkeley Water & Sanitation
berkeleywater@gmail.com
303-477-1914

Career Notes: Patrick has over 15 years of field and operational experience as an Engineer with several Denver based engineering firms and managed duties and designed CIPP projects for 14 Metro Water and Sanitation Districts. In 2016, Patrick was awarded the Engineering News Record (ENR) Top 20 under 40. Patrick was the Project Manager on the previous Glenwood Springs project in 2022/23.



Brock Gordon
Field Engineer

EDUCATION & TRAINING

University of Central Missouri, BS
Design & Drafting Technology

Construction Management

Applied Construction Practices

EXPERIENCE/ QUALIFICATIONS

7 Years Industry Experience

Time in the field installing CIPP

Point of Contact: 24 HR communications

Support for PM and Crew

Project Coordination, scheduling, permits, traffic control ROW permitting.

Subcontractor management

REFERENCES

Paula Stokes, PM City & County of Denver
Paula.stokes@denver.gov.org
303-263-4127

P. Fred Heerbrandt, PE Supervisor Wastewater City of Santa Fe, NM
pfheerbrandt@santafenm.com
505-955-4623

Gary Welp, PE RG & Associates Engineers
gwelp@rgengineers.com
303-468-8474

Career Notes: Brock has 7 years of field and operational experience with Insituform and will be the main point of contact for this project. Brock will ensure the objectives for customer satisfaction, safety, quality, production, and management of costs are met within the project timeline. He will work closely with Glenwood Springs, leading progress meetings, work through any change order issues, scheduling, and project close out details. Brock will also provide daily interaction, and is an in-house support to Superintendents, Subcontractors, and municipal stakeholders. Brock was the Field Engineer for the Glenwood Springs Project in 2022/2023.

Key Project Staffing



Isaac Oswald
Superintendent

EDUCATION & TRAINING

PACP Certified
TV Van
Certification
Colorado CDL
Class A
License
Hazmat &
Tanker
CPR Certified
OSHA 10

Confined
Space Air
Monitoring

EXPERIENCE/ QUALIFICATIONS

**6 Years Industry
Experience**

Responsible for crew
of 6 personnel

Public Relations –
notifications to
residents/businesses
affected by CIPP
activities

Oversees all CIPP
lining activities

Site management of
subcontractors

REFERENCES

Paula Stokes, PM
City & County of
Denver
Paula.stokes@denver.gov.org
303-263-4127

Jeremy Schulz,
Director of Public
Works
Town of Bayfield
jschulz@bayfield.org
970-769-3499

Hod Hutchison, Grand
Valley Storm
Supervisor
hod.shop@gvdd.org
970-242-4343

Career Notes: Isaac has 6 years of industry experience installing CIPP of sanitary sewer, storm lines and culverts. He knows his way around every piece of equipment having previously performed the duties of boiler and jetter operator and CCTV camera and tap cutter. Isaac was the Superintendent on the previous Glenwood Springs project in 2022/23.



Joe Sanchez
Superintendent

EDUCATION & TRAINING

Class A CLD
License
Confined
Space Air
Monitoring

Forklift
Trenching & Shoring

OSHA 10

First Aid/CPR

Respiratory
Protection

EXPERIENCE/ QUALIFICATIONS

**17 Years Industry
Experience**

Responsible for crew
of 6

Leads public
notifications for
residents &
businesses

Oversees all CIPP
installations

Specializes in small
diameter installations

REFERENCES

Paula Stokes, PM
City & County of
Denver
Paula.stokes@denver.gov.org
303-263-4127

Jennifer Ventura, EI
Civil Engineer City of
Arvada
jventura@arvada.org
720-402-4515

Justin Roquemore,
Const. Coordinator
Platte Canyon W & S
District
jwroquemore@plattecanyon.org
303-591-5207

Career Notes: Joe has 17 years of experience installing CIPP for Insituform. He specializes in small diameter projects and has great communication skills with businesses and residents. Joe also has experience as the CCTV camera tap cutter and foreman. Joe's field and operational experience is a tremendous asset on his projects.

Key Project Staffing



Eric Gustavus
General Superintendent

EDUCATION & TRAINING

US Army
Veteran, Fort
Carson, CO

OSHA 10
Class A CDL License
Confined Space Air
Monitoring
First Aid/CPR
Hazmat
Trenching/Shoring
Forklift
Respiratory Protection

EXPERIENCE/ QUALIFICATIONS

19 Years Industry
Experience with
Insituform

Site conditions
surveys for projects at
pre-bid stage.

Oversees 4
Superintendents, 4
Foreman and 25 field
employees

Onsite troubleshooting
and general oversight
of CIPP installation
processes.

REFERENCES

Mark Cuchiara,
Supervisor, Cherokee
Metro District
mcuchiara@cherokee-metro.org
719-491-0417

Jennifer Ventura, PE
City of Arvada
jventura@arvada.org
720-402-4515

Christy Ritter, Project
Engineer, Muller
Engineering
critter@mullereng.com
720-808-4298

Career Notes: Eric Gustavus has installed millions of LF of CIPP during his tenure with Insituform. He is the first person onsite during the pre-bid stage to layout the most efficient project. He is proficient with all aspects of construction from excavations to bypass pumping to quality control for all CIPP installations. Eric has performed in the roles of Superintendent, Foreman and Boiler Operator.

Project Approach

CIPP is a Realistic Solution

Insituform has reviewed the videos provided, conducted a site visit for each location, and determined how we will build the project. Every segment of pipe is a good candidate for Cured-In-Place Pipe Lining, we have the capabilities to manufacture and install the liner material and can meet the City's expectation to restore service life to the sewer lines quickly. We can install 990 LF of 8", 1,560 LF of 10", and 420 LF 12" CIPP in approximately 10 to 12 days working days with very little disruption to the residents affected by our work activities.

The CIPP solution we propose to use is installed to ASTM F1216 and NASSCO design standards. Our CIPP has high strengths, are efficient to install, will meet or exceed the Glenwood Springs specifications and will reduce public and environmental impact and waste. CIPP is the best trenchless rehabilitation method in the marketplace for this type of project and the same method and materials have been used on

previous CIPP rehabilitation projects in Glenwood Springs.

Ecotoxicity Statement

The CIPP lining product is a long-proven method for sewer and water rehabilitation. The materials testing section with ASTM F1216 outlines all requirements that make the product safe for sewer applications. There have been several studies outlining the ecotoxicology and toxicology of chemicals in CIPP, concluding the levels of styrenated material (styrene being the only VOC of concern) is well within the EPA, ASTM, and OSHA requirements to be applied by workers with no residual toxicology effects in the sewer system.

Our test results document is included in the Appendix. Additional information can be found in the NASSCO link.

https://live-nassco.pantheonsite.io/wp-content/uploads/2021/04/NASSCO_CIPP_Phase-II_Final-Report-Feb-2020-1.pdf

Insituform Understands Project Requirements

Insituform has fully read and understands the scope of work, site maps, and all addendums. Our project approach will comply with the City of Glenwood Springs Standards, ROW permitting and traffic control requirements. We will strive to minimize our footprint at each worksite and keep our workers and the public safe.

Work Plan Per Site Location

Bid Line Item 1: 10" VCP approximately 1,560 LF (South Glen)

- Night work due to heavy traffic and commercial businesses
- Self-performed bypass pumping
- 17 service laterals
- Protruding taps will be cut
- Traffic control will be 3rd party with lane closures

Bid Line Item 2: 8" VCP approximately 200 LF (Bennett Avenue)

- Day work CIPP
- Self-performed bypass pumping
- 2 service laterals
- Protruding tap will be cut
- Traffic control will be self-performed

Bid Line Item 3: 8" VCP approximately 375 LF (School Street)

- Day work CIPP
- Self-performed bypass pumping
- 7 service laterals
- No protruding taps known on this line
- Traffic control will be 3rd party with lane closures and flaggers at the intersections

Bid Line Item 4: 8" VCP approximately 415 LF (West 10th. Street)

- City to install new manhole before CIPP
- Day work CIPP in easement area
- Self-performed bypass pumping
- 8 service laterals
- Protruding tap will be cut
- Traffic control will be 3rd party with flagger at MH 84

Addendum 3: 12" CMP approximately 420 LF (Cooper Street)

- Day work CIPP
- Self-performed bypass pumping
- Traffic control will be 3rd party with flaggers

Communication

Our schedule management will be a collaborative process involving our Insituform internal management team, subcontractors, and the City of Glenwood Springs. High levels of communication will be maintained throughout the project and 48-hour notification will be provided to affected residents when their sewer line will be out of service for a duration of time. Once our lining activities are complete, residents are re-notified when they can begin using their service.

CIPP Liner Design / Materials

Our in-house design is based on the following criteria and will meet ASTM F1216 and NASSCO design standards.

- Minimum 50-year design life
- Fully Deteriorated Conditions
- Flexural Modulus 400,000 psi
- Flexural Strength 4,500 psi
- Design thickness of CIPP is 4.5 mm for 8" diameter, 6.0 mm for 10" and 12" diameters.

Felt Material

Our felt material is custom fabricated for each project at our North American facility in Batesville, Mississippi. We select only premium raw materials to manufacture Insituform® CIPP tube. The material is ISO 9001 certified and goes through multiple quality checks to ensure the materials meet stringent quality standards for CIPP rehabilitation. **We do not use recycled materials for this critical material.** The felt tube material is coated with permanently bonded, continuous layers of polypropylene, which is 50 percent thicker than conventional coatings. The polypropylene coating is firmly bonded to the felt and is resistant to hydrolysis and chemical attack.

CIPP Resin

We use specific, trusted polyester resins designed for sewer and storm water applications. They are the most cost effective, reliable, and durable solutions on the market. Independent testing and more than 25,000 miles of CIPP we have installed in trenchless rehabilitation over the years support this claim.

It is resistant to corrosion. Independent tests have found that Insituform's earliest CIPP installations from 1971 still show no signs of chemical attack or strength loss, despite continuous exposure to sewage, laundry effluent of an elevated temperature, and caustic products. What's more, the resins we use today are far superior to those early formulations and are specifically designed for use in today's more corrosive sewers and stormwater systems.

CCTV Pre-Clean & Video – Kinetic Industries

Approximately four to six weeks before CIPP lining, our Colorado local CCTV subcontractor will perform initial cleaning and debris disposal of the pipe segments. The cleaning will consist of a high-velocity jet truck of approximately 3,500 psi and includes three passes in the pipe. They will also provide videos of pipe conditions with measurements noting the length and diameters of pipes and will identify laterals that drain into the main pipe segment. This information is precise and is used for material acquisition. The information is double checked against the project information provided by Glenwood Springs at the time of bid and then checked again prior to liner installation.

Insituform's polyester resin excels over other sewer/storm rehabilitation resins due to the following:

It is stronger. One of the most important properties of any sewer rehabilitation product is its flexural modulus of elasticity. Independent test show that the flexural modulus of Insituform's standard sewer resin exceeds ASTM F1216 requirements.

It has better long-term buckling resistance. In a study funded by the United States Government, the long-term buckling resistance of sewer rehabilitation products was evaluated. Insituform's standard polyester resin demonstrated excellent long-term properties with a design life of 50+ years using the CIPP and host pipe as a partially deteriorated design.

It cures reliably. Insituform's polyester resins cure rapidly, even in the presence of water. These rapid cure cycles ensure that a proper cure can be achieved under all project conditions.

CIPP Installation and Cure

On the day of installation, the CIPP crew will jet the line one more time, take an additional pre-video to confirm lengths and lateral locations, and to make sure nothing has changed within the host pipe before the material is installed. The CIPP installation process into the pipe segment is done by inverting the resin saturated liner material under a hydrostatic head through the pipe and curing it by circulating hot air/steam until the resin is fully cured. This process is titled "Air Inversion Steam Cure" (AISC), uses very little water, and only takes a few hours for curing. Once cured, the steam water is cooled down and will be removed from the rehabilitated line. End sections are then cut out with the edges of the pipe at the mouth of the manholes sealed and hydrophilic end seals, creating a waterproof barrier between the existing host pipe and the new liner. This prevents water infiltration and root intrusion from the host pipe. Service laterals are then cut open and a final post construction video of the pipe taken which is provided to Glenwood Springs. The pipe is then returned to service and residents are notified so they can begin using their service.

Bypass Pumping

Bypass will be self-performed by Insituform crew members in accordance with our SSO spill prevention plan. The upstream manhole will be plugged and pumped using either a 2" submersible or a 2" trash pump depending on flow conditions at the time of install. If necessary, the 2" trash pump can be used as a booster pump in the event of a deep manhole or an increase in flow. Two-inch fire hose will be used to route the bypass to the downstream manhole for discharge back into the existing sewer line with a semi-flexible hard black hose to prevent kinking. If it is necessary to cross over roads or busy driveways, a road ramp will be used to protect the hose. The lines will be checked for any sign of leaks and replaced as necessary. As a redundant measure, a secondary trash pump and submersible will be located on site for backup with equal or greater pumping capacity. The pumps will be monitored by Insituform staff during bypass and have sufficient fuel on standby to complete the project, including the fuel for the secondary/standby pumps. Any spill will be reported per the SSO spill plan and immediate containment with cleanup procedures will be initiated. Each boiler unit shall carry a spill kit per SSO plan.

Service Lateral Reinstatement

After CIPP installation, a remote-controlled cutting device will be used for the lateral reinstatement. The device will be monitored via closed circuit TV and an operator will open the services using the cutting device. The lateral is located using a pre-lining video that measures the distance and pipe clock position of the lateral from the manhole.

This method will open the service to approximately 95% to 100% of the original diameter of the lateral. The newly opened service will also be brushed to a smooth edge and be free of any hanging or loose material. Any large debris from cutting the lateral will be collected at the downstream manhole and will be disposed.

Traffic Control

A1 Traffic Control will be set up per traffic control plans and will conform to Glenwood ROW permitting standards. It may consist of a combination of self-performed in low traffic residential areas and full traffic control setups in heavier volume areas as determined by permit requirements.

Alternate Bid Item #1 – Sewer Tap Rehabilitation (Top Hats) – Robotic Sewer Solutions

Cosmic Lateral Liners are a one-piece, structural, stand-alone connection liner that is installed internally with a brim style from the main line into the service lateral after CIPP installation. It will extend 12" into the lateral and will seal the Main/Lateral junction from root intrusion and infiltration of ground water. Using a robotic positioning device, the lateral liner is inserted into the main pipe and positioned at the service lateral. It is inverted into the old lateral using a bladder extending beyond the end of the liner, so no cutting is required. It is then cured using Ultra-Violet light exposure. It is fully structural and provides a 50-year solution. A post video will be taken to show the installation of the Service Lateral Linings. Information about Cosmic Service Lateral Liners is provided in the Appendix.

Proposal



Sample Work Plan - Schedule

See schedule with scope of work and milestone dates with final completion by September 15, 2024.

TASK	ASSIGNED TO	PROGRESS	START	END
Construction				
Bid Date	Insituform	100%	5/6/24	5/6/24
Notice of Award	Glenwood Springs	0%	5/13/24	5/13/24
Contracts/Submittals	Insituform	0%	5/13/24	6/10/24
NTP	Glenwood Springs	0%	6/14/24	6/14/24
CCTV Clean & Video	Kinetic Industries	0%	6/17/24	6/21/24
Video Assessment & Material Order	Insituform	0%	6/24/24	7/22/24
CIPP Lining	Insituform	0%	7/22/24	7/31/24
Alternate #1 Sewer Tap Rehabilitation	Robotic Sewer Solutions	0%	7/29/24	8/16/24
Post Construction				
Punchlist/Weather Contingency	Insituform	0%	8/16/24	8/30/24
Substantial Completion	Insituform	0%	8/30/24	8/30/24
Contract Close	ITL/Glenwood Springs	0%	9/3/24	9/15/24

Price RFP

See attached Bid Schedule

For questions regarding this proposal, please contact:

Leanne Goodhue
Business Development Manager
Insituform Technologies, LLC
720-355-4135
Lgoodhue@aegion.com

BID SCHEDULE

Price Qualifications shall include a breakout of the main facets of the work with the estimated number of hours and dollars associated. Also include the estimated number of hours and dollars associated with any potential additions to the project that you might foresee. All fees will be considered by the City to be negotiable based on the final scope of services and deliverables.

Line Items

1. Mobilization for line items (1-6)

Fifteen Thousand, Four Hundred,
Ninety-Three Dollars and zero cents

\$15,493.00
\$ _____

lump sum – words

Lump Sum Total

2. Shot 1 South Glen Avenue

Ninety-Three Thousand, Five Hundred
Seventy-Seven Dollars and zero cents

\$93,577.00
\$ _____

lump sum – words

Lump Sum Total

3. Shot 2 Bennett Avenue

Sixteen Thousand, Twenty-Six
Dollars and zero cents

\$16,026.00
\$ _____

lump sum – words

Lump Sum Total

4. Shot 3 School Street

Nineteen Thousand, Eight Hundred,
Eighty-Seven Dollars and zero cents

\$19,887.00
\$ _____

lump sum – words

Lump Sum Total

5.. Shot 4 West 10TH Street

Twenty Thousand, Six Hundred,
Five Dollars and zero cents

\$20,605.00
\$ _____

lump sum – words

Lump Sum Total

6. All costs associated with removal of protruding tap(s) 4 protruding Taps

Two Thousand, Two Hundred,
Twenty-Eight Dollars and zero cents

\$2,228.00
\$ _____

lump sum – words

Lump Sum Total

PROJECT TOTAL (Bid Items 1 thru 6)

One Hundred, Sixty-Seven Thousand
Eight Hundred, Sixteen Dollars
and zero cents

\$167,816.00
\$ _____

8. Alternate bid line item #1 – Sewer tap rehabilitation including

mobilization. 34 Sewer Taps

Ninety-Seven Thousand, Two Hundred,
Seventy-Two Dollars and zero cents

\$97,272.00
\$ _____

lump sum – words

Lump Sum Total

**9. Alternate bid line item #2 – shot 5 storm sewer
including mobilization.**

\$30,042.00
\$ _____
Lump sum total

Thirty Thousand, Forty-Two Dollars
and zero cents

lump sum-- words

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

INSITUFORM TECHNOLOGIES, LLC

is an entity formed or registered under the law of Delaware, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19981091819.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 03/27/2019 that have been posted, and by documents delivered to this office
electronically through 03/28/2019 @ 12:50:24.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 03/28/2019 @ 12:50:24 in accordance with applicable law.
This certificate is assigned Confirmation Number 11480422.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

INSITUFORM® CIPP

Affordable, reliable and non-disruptive solutions for sewer pipe reconstruction



Our Trenchless Solution

The Insituform® cured-in-place pipe (CIPP) is a jointless, seamless, pipe-within-a-pipe used to rehabilitate sanitary sewers, storm sewers and force mains.

Insituform® CIPP addresses your top concerns:

Infiltration reduction. Water entering your sewer system through cracks, holes and joint failures can overload your treatment facilities, especially during wet weather. Insituform® CIPP significantly reduces this infiltration. In dry climates, roots find the sewer system an attractive source of water and nutrients and create blockages and overflows. Insituform® CIPP contains your flow within the pipe while keeping external water and roots out.

Structural integrity. Insituform® CIPP restores structural integrity to your damaged sewer pipes. The design models used, independent test results and over 40 years of service all confirm that Insituform® CIPP is a structural product with a 100-year design life.

Increased flow capacity. Insituform® CIPP provides the least cross-sectional reduction of all methods used to rehabilitate pipes. There are no joints or seams that can separate over time and the smooth, jointless interior provides excellent abrasion resistance and typically improves flow capacity.

Affordability. The Insituform® CIPP process is usually less expensive than conventional dig and replace methods of sewer repair. When the lost business revenues, traffic congestion and social costs associated with other methods are considered, your savings are immeasurable.

Installation flexibility. Insituform® CIPP can be installed using either air or water inversion, or by pulling into place. The cure can be done with steam or hot water. All processes are consistent with nationally recognized standards and Insituform's own ISO-certified quality control program. Since each job is unique, we apply the most cost-effective, technically optimal solution to meet your pipeline rehabilitation needs.



INSITUFORM® CIPP

Insituform® CIPP is the best choice for trenchless rehabilitation.

Insituform superior processes

Since inventing CIPP over 40 years ago, Insituform has developed the highest quality manufacturing and installation systems in the trenchless industry.

As a vertically integrated company, we take responsibility for research and development, manufacturing, installation and service. Our systems are designed to produce consistency and high performance in our products and services.

Manufacturing

Insituform's patented manufacturing capabilities are certified to the ISO 9001:2008 standard, ensuring that our tubes are constructed for optimal long-term performance. During the manufacturing process, each tube goes through 25 separate quality checks.

Wet out

Insituform's resin impregnation process ensures that Insituform® CIPP achieves the required strength and enables wet out of many lengths, diameters and thicknesses.

Insituform's wet out facilities utilize environmentally friendly methods and equipment. In fact, Insituform has been recognized by the United States' Environmental Protection Agency for efforts to protect the environment at its various wet out facilities.

Installation

Every Insituform installation is completed using our own safety-certified crews who follow strict safety procedures and documented work practices. Each crew is equipped with highly specialized equipment, backup resources and engineering support.

Insituform's advanced installation methods include air invert steam cure, which reduces water usage on a job site by approximately 95% and energy usage by 75%.

Transportation Solutions

Insituform offers affordable, trenchless solutions to renew and extend the life of underground stormwater control and drainage structures. A large number of culverts running under the nation's roadways are approaching or have exceeded their expected design life. A culvert or storm sewer pipe collapse can have catastrophic effects on the traveling public, your budget and your credibility. Insituform can help you avoid the direct costs and the social costs of a failure by proactively renewing your underground assets.

For transportation projects, particularly culverts, Insituform uses installation methods that minimize the use of water and maximize resin containment, thus protecting downstream waters from contamination.

The Insituform® CIPP Installation Process



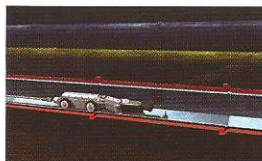
Step 1:

A resin-saturated, coated felt tube is inverted (shown) or pulled into a damaged pipe.



Step 2:

Hot water or steam is used to cure the resin and form a tight-fitting, jointless and corrosion-resistant replacement pipe.



Step 3:

Service laterals are restored internally with robotically controlled cutting devices and the rehabilitated pipe is inspected by closed-circuit TV.

The Insituform® CIPP Technical Envelope

The Insituform® CIPP Technical Envelope

Diameter range	4 in. – 124 in.*
pH range	0.5 – 10.5
Effluent temperature	up to 140° F
Pipe condition — fully deteriorated	Yes
Pipe condition — partially deteriorated	Yes
Bends	Yes
Offset joints	Yes
Diameter changes	Yes, without manhole access
Thickness changes	Yes, without manhole access
Typical shot length	200 ft.– 1000 ft.
Host pipe shape	All shapes
Host pipe material	All materials

* Thickness and length limitations in larger diameters

This table refers to general purpose municipal sewer CIPP projects. Insituform can provide products that extend beyond these parameters through our engineering group. Please contact your local representative at 800.234.2992 for assistance with applications extending beyond this technical envelope.



Insituform Technologies, LLC
17988 Edison Avenue
St. Louis, MO 63005
800.234.2992
www.insituform.com

Product Information

Isophthalic Based Resin for Underground Sewer Pipe Liners



TYPICAL LIQUID RESIN PROPERTIES

	Nominal	Test Method
Flexural Strength, psi/MPa	4,500/31.5	ASTMD 790
Flexural Modulus, psi/GPa	400,000/2.7	ASTMD 790

*Typical properties are not to be construed as specifications.

DESCRIPTION

AOC's 102 T/TA Filled is a high molecular weight isophthalic unsaturated polyester resin that was developed for Insituform Technologies, Inc. and their licensees. 102 T/TA Filled provides the corrosion resistance, durability and toughness that is required in this demanding application. Using recommended catalyst systems and temperatures, up to 50 hours of catalyzed pot life may be obtained. 102 T/TA Filled thixotropic properties reduce resin pooling while providing superior PET felt wet-out.

FEATURES

- Excellent catalyzed pot life
- Superior mechanical properties
- High molecular weight
- High heat distortion temperature

APPLICATION

- Sewer pipe liners

PERFORMANCE GUIDELINES

Consistent shop conditions contribute to consistent gel times.

STORAGE STABILITY

Resins are stable for three months from date of production when stored in the original containers away from sunlight at no more than 70°F/21°C. After extended storage, some drift may occur in gel time. During the hot summer months, no more than two months stability at 86°F/30°C should be anticipated.

SAFETY

See appropriate Material Safety Data Sheet for guidelines.

ISO 9001:2008 CERTIFIED

The Quality Management Systems at every AOC manufacturing facility have been certified as meeting ISO 9001:2008 standards. This certification recognizes that each AOC facility has an internationally accepted model in place for managing and assuring quality. We follow the practices set forth in this model to add value to the resins we make for our customers.

Global Contacts

Mercury Environmental Services, Inc.

6913 HWY 225, Deer Park, TX 77536
Phone: (281)-476-4534 Fax: (281)-476-4406

HMR&V Environmental Services
P O BOX 60228
Midland, Texas 79711-0228

Phone (281) 320-2582
Fax: (832) 202-2593

Attn:

- CERTIFICATE OF RESULTS -

MES Lab#:

Client Sample ID: 1 Inside Down Tube
Extended ID: Insituform @ N

Sample Collect Date:
Sample Receipt Date:

Sample Type: Grab

Test Group / Method

Volatiles Organics				Analyst: TFR
Method: EPA 624	MDL	Result	Units	Date / Time
Styrene	0.005	< 0.005	mg/L	

Flags: H: Exceeds "High Limit" L: Below "Low Limit" RL=regulatory limit



Holland D. Gilmore, Laboratory Director

Friday,
Date

Report Date:

Page 1 of 1

Mercury Environmental Services, Inc.

6913 HWY 225, Deer Park, TX 77536

Phone: (281)-476-4534 Fax: (281)-476-4406

HMR&V Environmental Services
P O BOX 60228
Midland, Texas 79711-0228

Phone (281) 320-2582
Fax: (832) 202-2593

Attn:

- CERTIFICATE OF RESULTS -

MES Lab#:

Client Sample ID: 4 Under Wooden Bridge
Extended ID: Insituform @

Sample Collect Date:
Sample Receipt Date:

Sample Type: Grab

Test Group / Method

Volatiles Organics				Analyst: TFR
Method: EPA 624	MDL	Result	Units	Date / Time
Styrene	0.005	0.008	mg/L	

Flags: H: Exceeds "High Limit" L: Below "Low Limit" RL=regulatory limit



Holland D. Gilmore, Laboratory Director

Friday, -
Date

Report Date:

Page 1 of 1

February 14, 2024

To Whom It May Concern:

This letter certifies that INSITUFORM tubes are manufactured in Batesville, Mississippi, USA by Insituform Technologies, LLC and meet all relevant specifications for a cured-in-place pipe product: ASTM D5813, ASTM F1216, and ASTM F1743. Insituform tubes have been manufactured in the USA since 1981.

The finished tube is manufactured using multiple layers of polyester felt, with one layer coated with either a Polypropylene or Polyurethane thermoplastic. The layers are cut/slit to a desired width and sewn concentrically to form the final tube. The coated layer is also sealed at the seam, using an extrusion or taping process. The extrusion process is used on the standard (inverted) tubes. The standard (inverted) tubes are manufactured with the coated layer on the outside.

Felt production is achieved by a non-woven needle punch process using Polyester fiber. The finished product is tested for thickness under a specified load and for tensile strength in accordance with ASTM D5813. The fabric tube has a minimum tensile strength of 750 psi (5 MPa) in both the longitudinal and the transverse direction. The seam strength of the tube is also tested on a regular basis and meets or exceeds the minimum tensile strength of 750 psi (5 MPa) in both the longitudinal and transverse direction. For Quality Assurance purposes, the material is also tested for weight and thickness.

All standard (inverted) tubes are run through a dye bath prior to shipment to ensure there are no leaks. Following the inspection process all tubes (except InsituMain, which are used in water lines) are printed with yard marks.

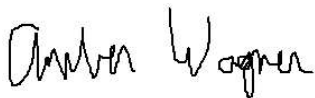
All tubes with tapers, transitions, or any change in tube diameter or thickness are produced under the same specifications, with the same materials, and meet the same material testing requirements as the standard tube.

The quality system used by Insituform Technologies, LLC is ISO 9001:2015 certified.

The end use of the Insituform tube is to rehabilitate pipes to extend the life of the existing pipe and/or prevent a replacement of the existing pipe.

Please contact us directly with any questions you may have.

INSITUFORM TECHNOLOGIES, LLC



Amber Wagner, PE, PhD
Director of Engineering and Product Commercialization

INSTALLER CERTIFICATE – INSITUFORM TECHNOLOGIES, LLC

February 14, 2024

To Whom It May Concern:

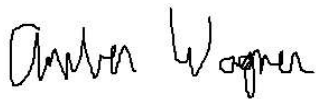
Please be advised that Insituform Technologies, LLC is a vertically integrated pipeline rehabilitation company. As such, Insituform is not only the manufacturer of the cured-in-place pipeline rehabilitation system of the same name, but also offers the benefits of a comprehensive engineering department, with engineers on staff for design of CIPP products to suit each specific situation. Regional contracting offices perform and support all field services including installation.

This letter shall serve to certify that Insituform Technologies, LLC is authorized to install Insituform products supplied by Insituform Technologies, LLC.

Please contact us directly with any questions you may have.

Sincerely,

INSITUFORM TECHNOLOGIES, LLC



Amber Wagner, PE, PhD
Director of Engineering and Product Commercialization



CERTIFICATE OF REGISTRATION

This is to certify that

Insituform Technologies, LLC

Headquarters

17999 Edison Avenue, Chesterfield, Missouri 63005 USA

Refer to Attachment to Certificate of Registration dated March 10, 2023 for additional certified sites
operates a

Quality Management System

which complies with the requirements of

ISO 9001:2015

for the following scope of certification

Design, development, manufacturing and installation of products for the rehabilitation of pipelines using trenchless technology. Certification of installation services is non-transferrable and applies only when performed directly by Insituform Technologies, LLC.

Certificate No.: CERT-0150934
File No.: 1650845
Issue Date: March 10, 2023

Original Certification Date: February 11, 2014
Certification Effective Date: March 13, 2023
Certification Expiry Date: March 12, 2026

Calin Moldovean
President, Business Assurance
SAI Global Assurance



Registered by:
QMI-SAI Canada Limited (SAI Global), 20 Carlson Court, Suite 200, Toronto, Ontario M9W 7K6 Canada. This registration is subject to the SAI Global Terms and Conditions for Certification. While all due care and skill was exercised in carrying out this assessment, SAI Global accepts responsibility only for proven negligence. This certificate remains the property of SAI Global and must be returned to them upon request.
To verify that this certificate is current, please refer to the SAI Global On-Line Certification Register:
https://www.saiglobal.com/en-us/assurance/auditing_and_certification/certification_registry/

 **SAI GLOBAL**
INFORM. INSPIRE. IMPROVE.

ATTACHMENT TO

CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0150934 issued on March 10, 2023

File No.		Effective Date
1650845	Insituform Technologies, LLC Headquarters 17999 Edison Avenue, Chesterfield, Missouri 63005 USA Design, development, manufacturing and installation of products for the rehabilitation of pipelines using trenchless technology	March 13, 2023
1650848	Insituform Technologies, LLC Wetout 7605 18th Street, Edmonton, Alberta T6P 1N9 Canada Manufacturing	March 13, 2023
1650849	Insituform Technologies, LLC Wetout 912 Stanton Road, Olyphant, Pennsylvania 18447 USA Manufacturing	March 13, 2023
1650850	Insituform Technologies, LLC Wetout 468 Cypress Road, Ocala, Florida 34472 USA Manufacturing	March 13, 2023
1650851	Insituform Technologies, LLC Wetout 2255 W. 850 N., Cedar City, Utah 84721 USA Manufacturing	March 13, 2023
1650853	Insituform Technologies, LLC West Operations 9654 Titan Court, Littleton, Colorado 80125 USA Preparation and Installation	March 13, 2023
1650854	Insituform Technologies, LLC Manufacturing 160 Corporate Drive, Batesville, Mississippi 38606 USA Manufacturing	March 13, 2023
1650855	Insituform Technologies, LLC Wetout 2130 Stout Field West Drive, Indianapolis, Indiana 46241 USA Manufacturing	March 13, 2023

These registrations are dependent on Insituform Technologies, LLC Headquarters (File No. 1650845) maintaining their scope of registration to ISO 9001:2015

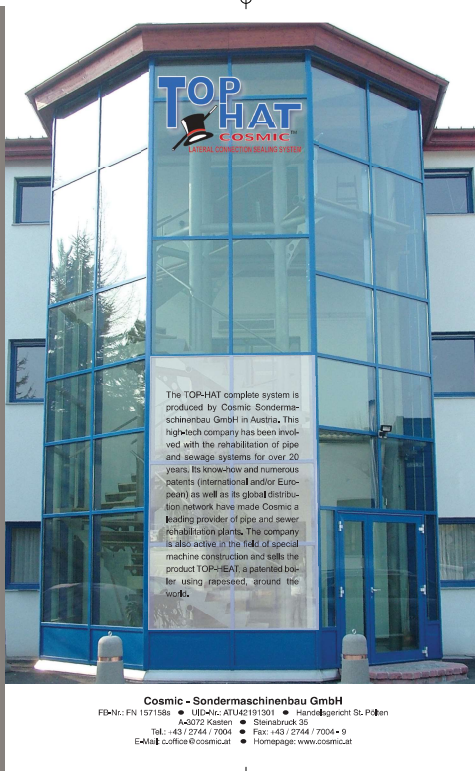
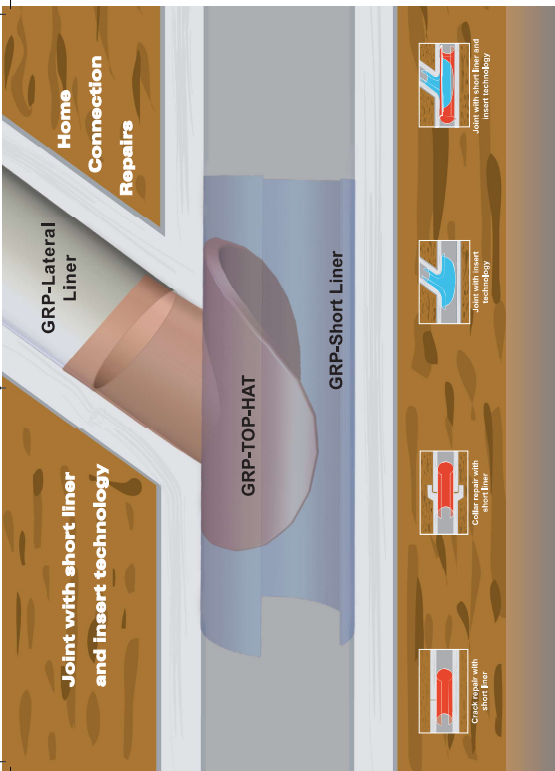
ATTACHMENT TO

CERTIFICATE OF REGISTRATION

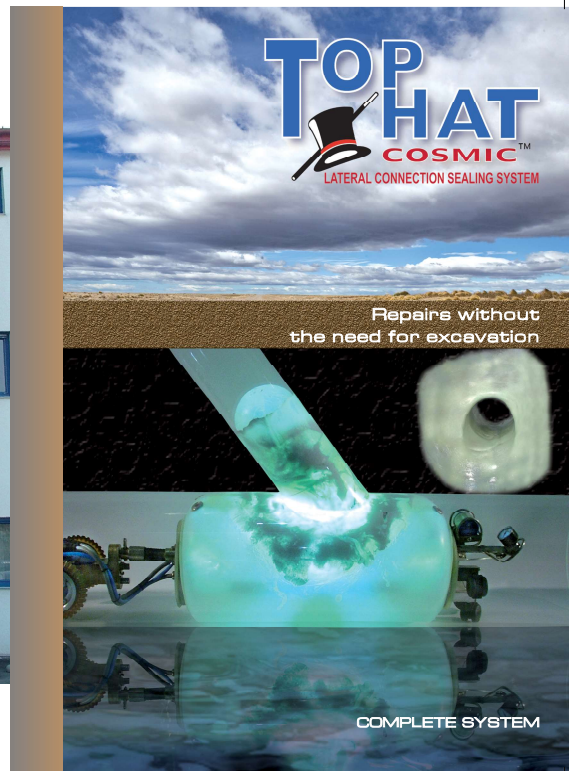
These sites are registered under Certificate No: CERT-0150934 issued on March 10, 2023

1650856	Insituform Technologies, LLC Wetout 3061 Dublin Circle, Bessemer, Alabama 35022 USA Manufacturing	March 13, 2023
1650857	Insituform Technologies, LLC Wetout 6526 Bluebonnet Parkway, McGregor, Texas 76657 USA Manufacturing	March 13, 2023
1650858	Insituform Technologies, LLC Wetout 91-255 Kalaeloa Boulevard, Kapolei, Hawaii 96707 USA Manufacturing	March 13, 2023
1650859	Insituform Technologies, LLC Midwest Operations 12820 Pennridge Drive, Bridgeton, Missouri 63044 USA Preparation and Installation	March 13, 2023
1650860	Insituform Technologies, LLC Canada Operations 5743 - 68 Avenue NW, Edmonton, Alberta T6B 3P8 Canada Preparation and Installation	March 13, 2023
1650864	Insituform Technologies, LLC Atlantic Operations 253 B Worcester Road, Charlton, Massachusetts 01507 USA Preparation and Installation.	March 13, 2023
1650866	Insituform Technologies, LLC Southeast Operations 6966 Business Park Blvd. North, Jacksonville, Florida 32256 USA Preparation and Installation.	March 13, 2023
1650874	Insituform Technologies, LLC Gulf South / Southwest Operations 13502 Almeda School Road, Houston, Texas 77047 USA Preparation and Installation.	March 13, 2023
1699161	Insituform Technologies LLC Wetout 7940 Boulevard Industriel, Chambly, Québec J3L 4X3 Canada Manufacturing	March 13, 2023

These registrations are dependent on Insituform Technologies, LLC
Headquarters (File No. 1650845) maintaining their scope of registration to
ISO 9001:2015



Cosmic - Sondermaschinenbau GmbH
 FN 157158a • UID-Nr. ATU42191301 • Handelsgericht St. Pölten
 40202 Klesien • Stenardstr. 25
 Tel.: +43 / 2744 / 7004 • Fax: +43 / 2744 / 7004 • 9
 E-Mail: office@cosmic.at • Homepage: www.cosmic.at





www.top-hat.at



TOP HAT - How it Works

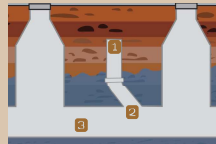
The TOP HAT system is a procedure used for the repair of sewer systems (channel in the duct system) of both house connections and mains sewer pipes. This is achieved with the use of a remote controlled robot, that is lowered into the manhole and through the mains. The TOP HAT system is the fastest method of repairing sewers world-wide. Problem areas can be repaired within 12 to 15 minutes. The material used takes only seven minutes to set, avoiding the need for bypass, pumping the existing sewer system or creating prolonged traffic jams and delays.

Sewage System Repair

Isolated Repairs

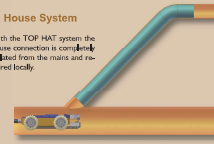
Domestic Systems

REPAIRS WITHOUT THE NEED FOR EXCAVATION



House System

With the TOP HAT system the house connection is completely isolated from the mains and repaired locally.

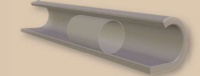


House Connection

Isolated repairs are possible to house connections with a diameter from 100 to 300 millimeters with a seamless laminate.

Mains Pipe

Isolated repairs of pipes with a diameter between 80 and 500 millimeters by means of part liner - localized repair.



CASE OF DAMAGE



RECONSTRUCTION



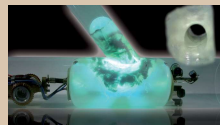
Durable results that last for 50 years

Material is structurally self-supporting

GLASS FIBER LAMINATE (GRP)

Liner and hat system consists of a polyester impregnated glass fiber laminate, which is also used in aviation industry.

An epoxy resin ensures a durable tried and tested bond to the existing pipe or liner.
50 year warranty on materials.



With the glass fiber laminate both "T" and "Y" systems can be repaired. The TOP HAT system material is hardened with UV light and takes only 7 minutes. This is the fastest procedure in the world. The material is environmentally friendly and is constantly subjected to strictest quality controls.



TOP HAT complete system glass fiber laminates are approved and certified.



THE MANY ADVANTAGES OF TOP HAT

No traffic jams

No need for road closures

Bypass pumping avoided

Because our glass fiber laminate has the fastest hardening time world-wide (7 minutes), by-passing of existing systems can be avoided in 80% of cases! This eliminates the inconvenience of road closures during repair.

The GRP material is structurally self-supporting and prolongs the life of the existing piping beyond 50 years!



Because of the characteristics of this glass fiber Laminate, repairs can be dealt with in one procedure and at a faster rate than any other material.

TOP HAT is market leader in the USA and with more than 30,000 successful system repairs world-wide!





City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: Resolution 2024-16; Rural Jump-Start Program

Action Requested: Consideration of a resolution approving the City's joining the Rural Jump-Start program.

Department: Economic and Community Development

Presented By: Hannah Klausman

Strategic Goals: Generate Sustainable Economic Development

Background Info: The Rural Jump-Start Program is a collaborative effort by the state, local governments, Institutes of Higher Education (IHE), and economic development organizations (EDO) to incentivize new businesses to start in or move to rural, economically distressed counties in Colorado, which are referred to as Rural Jump-Start zones, and hire new employees.

Rural Jump-Start began in 2016 as a tax incentive program, and in 2021 a grant program was created for businesses located in a Rural Jump-Start zone. To be eligible, businesses cannot be operating in the State of Colorado at the time of application and cannot compete with similar businesses in the county where they are locating, or an adjacent economically distressed county. If you are a business interested in participating in this program, please review all program qualifications, discussed in greater detail under the Business Eligibility section below, before applying.

Tax benefits include relief from:

- State income tax for the new business;
- State sales and use tax for the new business;
- County personal property tax for the new business;
- Municipal personal property tax for the new business (in participating municipalities); and
- State income tax for qualified New Hires.

Grant benefits are dependent on the business' location:

- **If a business is located in a Rural-Jump Start zone**, businesses can receive a matching grant of up to \$20,000 as a newly established business and up to \$2,500 per New Hire.
- **If a business is located in a Rural-Jump Start zone that is also a Tier 1 Just Transition community**, businesses can receive a matching grant of up to \$40,000 as a newly established business and up to \$5,000 per New Hire.

The City of Glenwood Springs is designated as an applicable jurisdiction for the program which is asking that the City approve a resolution acknowledging participation. Garfield County became a designated participating County in 2021. The City of Rifle also passed a resolution in 2021 to participate in the program. Staff has included newspaper articles from the Post Independent for reference.

Issues: To become an eligible business in the Rural Jump-Start Program, a business must:

- **Not** be operating (selling a product or service) in Colorado at the time of application;
 - Eligible businesses may be planning, fundraising, recruiting, doing market research, preparing for production (designing/prototyping), filing business formation or registration, or manufacturing and testing a proof of concept, even if some revenue is associated with the activity.
- Be located in a [Rural Jump-Start zone](#);
- **Not** directly compete with another business in its county or in an adjacent, economically distressed county;
 - For example, a coffee shop would not qualify unless there were no other coffee shops in that county or adjacent county
- Export goods and services outside the county (this could include tourism);
- Form a relationship with a sponsoring entity to align missions and benefit the community; and
- Plan to hire at least five qualified New Hires (that are not existing jobs moving to the Rural Jump-Start zone).

Staff sees the program as another economic development tool in the recruitment of new interested businesses.

Fiscal Impact: To participate in the program a municipality must agree to waive the municipal business personal property tax for Rural Jump-Start participants, however the City of Glenwood Springs does not collect this tax. Modest staff time may go towards promoting the opportunity to the business community.

Legal Review: N/A

Staff Recommendation: Staff recommends approval of the resolution.



Rural Jump-Start Zone Fact Sheet

Overview of the Program

The Rural Jump-Start Zone program (based on Senate Bills 15-282 and 21-229) is a grant and tax relief program for New Businesses and New Hires which locate in designated rural, economically distressed areas of Colorado which have created a Rural Jump-Start Zone. The program offers the following benefits for New Businesses approved for the program:

- Grants up to \$20,000 on a 3:1 reimbursement basis for business expenses
- Grants up to \$2,500 per net New Hire in the program
- Grant amounts double if the New Business is in a Tier 1 Just Transition Community
- Relief from state income taxes
- Relief from the state sales & use tax
- Relief from county and municipal business personal property tax
- Relief from personal state income taxes for the New Hire

This program is jointly administered by the Colorado Office of Economic Development and International Trade (OEDIT), the Colorado Economic Development Commission (EDC) and the Colorado Department of Revenue.

The following counties have formed Rural Jump-Start zones: Alamosa, Archuleta, Clear Creek, Conejos, Costilla, Delta, Dolores, Fremont, Garfield (excluding Glenwood Springs and Carbondale), Huerfano, Kiowa, Kit Carson, Lake, Las Animas, Lincoln, Logan, Mesa, Moffat, Montezuma, Montrose, Morgan, Otero, Phillips, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, San Juan, Sedgwick, and Yuma.

Program Structure

This program is a collaborative effort between economic development organizations, institutes of higher education, counties, municipalities, businesses, and employees.

Sponsoring Entities

Sponsoring entities include institutes of higher education (IHEs); two- and four-year public colleges in Colorado and certain specialty schools; and Economic Development Organizations (EDO). The Sponsoring Entity is a key liaison between the public and private sectors in each county. Every business which applies to the program must be endorsed by and apply through a Sponsoring Entity in their specific Rural Jump-Start Zone.

Counties

To participate in this program, a county must be designated as economically distressed by the EDC. Once designated, the county must pass a resolution to offer tax relief and be approved by the EDC to participate in the program. The list of eligible counties is published on the web page.

Municipalities

To participate in this program, a municipality must first be in a county that has passed a resolution and approved by the EDC to become a Rural Jump-Start Zone. The municipality must also pass a resolution to participate and offer tax relief. No municipality can be forced to participate in the program, and a municipality is not enrolled in the program simply because the county is.

Businesses

A business that wishes to participate in this program must be a new business that is locating into the Rural Jump-Start Zone. Furthermore, the business must apply to the IHE/EDO and be endorsed by the IHE/EDO.

Employees

Employees who wish to participate in the program must be working for a business that has been approved by the EDC. Employees must earn at least the county average annual wage, be a full-time employee spending 80% or more of their work time in the county and be with the new business for six months to receive benefits.

Learn more at www.oedit.colorado.gov/rjs

RESOLUTION 2024 - 16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AUTHORIZING PARTICIPATION IN THE RURAL JUMP-START PROGRAM FROM THE OFFICE OF ECONOMIC DEVELOPMENT AND INTERNATIONAL TRADE.

WHEREAS, the City of Glenwood Springs recognizes the benefits of increasing economic development in the City; and

WHEREAS, the State of Colorado has recently enacted the Rural Jump-Start Zone program (CRS §39-30.5-106) for the express purpose of encouraging economic development in the rural areas of Colorado; and

WHEREAS, the City Council of the City of Glenwood Springs has determined that it is in the best interests of the City to participate in the Rural Jump-Start program; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS THAT:

Section 1. The above recitals are hereby incorporated as findings by the City Council of the City of Glenwood Springs.

Section 2. The City of Glenwood Springs does hereby agree to provide incentive payments, exemptions, or refunds, as appropriate, for 100% of the municipal business personal property tax imposed on all new businesses that are approved by the Colorado Economic Development Commission to participate in the Rural Jump-Start program, for as long as the Colorado Economic Development Commission designates these new businesses as approved for the Rural Jump-Start program, understanding that such tax relief is limited by statute to eight years for each new business.

Section 3. The City Council of the City of Glenwood Springs hereby authorizes participation in the Rural Jumpstart Program, effective May 16, 2024.

INTRODUCED, READ, AND PASSED THIS 16TH DAY OF MAY 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item:	Update on Mental Health Counseling and School Resource Officer (SRO) funding from the Roaring Fork School District RE-1
Action Requested:	NA
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Protect and Preserve our Quality of Life
Background Info:	Roaring Fork School District Superintendent Dr. Anna Cole will be here with Board members and district staff for an update on counseling activities and the School Resource Officer program.
Issues:	NA
Fiscal Impact:	In the past two years the City has appropriated \$260,000 each year from the Tobacco and Marijuana Funds for this counseling effort and shared the cost of a police officer assigned to Glenwood Schools as SRO.
Legal Review:	NA
Staff Recommendation:	None at this time.



Meeting Date: June 6, 2024

To: Glenwood Springs City Council

From: RFSD Superintendent Anna Cole, COO Ben Bohmfalk, and Board Directors Lindsay Defrates and Jasmin Ramirez

Re: Partnerships on School Safety work: SRO and School Based Mental Health Providers

Thank you for taking the time to discuss our partnership with you as our essential partners in school safety and security. At our Community Safety Forums this winter, we sought input from each community on what matters most for school safety. We learned that our communities strongly support the School Resource Officer (SRO) program and the school-based mental health providers that the District and municipalities have collaboratively supported in each community.

As we look toward the 2024-25 school year, we would like to discuss how we can collaborate to sustainably fund the SRO and school-based mental health positions in each community. We see these two programs as essential strategies for school violence prevention. For 2024-25, we propose increasing the District's contribution to each SRO by \$11,250 above the 2023-24 contribution.

You can find more information about RFSD's approach to school safety and security on our [website](#), specifically the 5 Pillars of Safety (Prevention, Mitigation, Protection, Response, and Recovery).

Goals of work session:

1. Build relationships between municipal and school district boards and staff
2. Raise awareness of existing partnerships and roles
3. Explore opportunities for stable long-term funding

Work Session Discussion Topics:

1. Introductions
2. Overview of RFSD's approach to school safety, safety forums, and the role of municipal partnerships
3. Discussion of roles of the school district, municipalities, and other partners in sustainably funding SRO and school-based mental health providers
4. Discussion of potential long-term funding sources and models

Background Information: School Resource Officers

The Roaring Fork School District and schools collaborate with local law enforcement agencies to enhance school safety. We have established direct lines of communication and partnership with our supporting local agencies. Each municipality currently has one police officer assigned to the role of School Resource Officer (SRO), serving all schools in that community, with a focus on the high schools. RFSD currently contributes 25% of each SRO's salary and benefits cost to the police or sheriff's department that employs them. RFSD employs a district School Safety and Security Coordinator who is our liaison with SRO's.

SRO Roles	SRO's are not...
- Promote positive relationships - Support emergency preparedness (lock-down drills, etc) - Teach about the law - Presence at extra-curricular activities and with traffic control - Respond to crimes that happen at school and with investigations of off-campus crimes	- School disciplinarians (that is a school responsibility) - Security guards

Gaps/Challenges:

- Funding and staffing to increase the number of SRO's in each community. Historically, RFSD has contributed minimal funding to the SRO program, but we increased our contribution this year to 25% and we have discussed ramping up to 75% of SRO salary in coming years. This funding comes from RFSD's general fund and must compete with other educational priorities for funding. A stable source of funding should be identified to sustain this program.

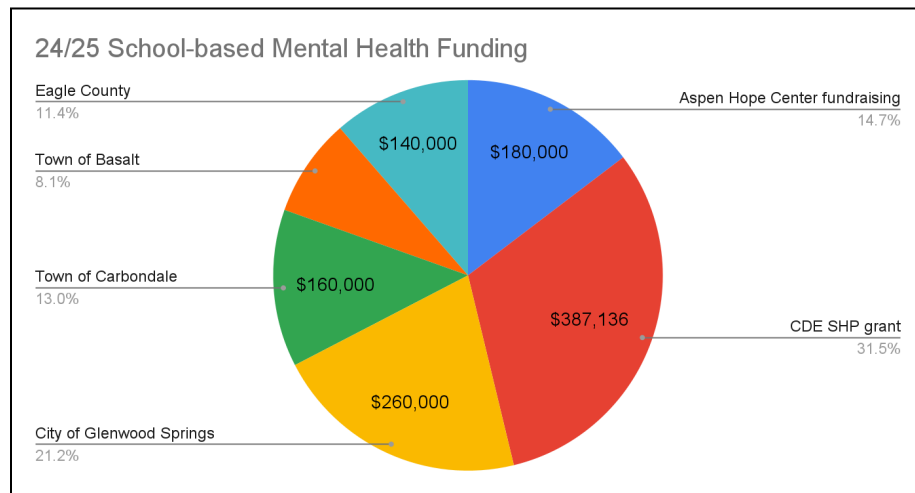
SRO allocation by community:

Community	Schools	Students	Current SRO's	2022-23 RFSD contribution	2023-24 RFSD contribution	2024-25 RFSD contribution	SRO salary + benefits
Glenwood	7	3000	1	\$19,021	\$36,517	\$47,767	\$101,000
Carbondale	6	1673	1	\$19,021	\$38,347	\$49,597	\$108,322
Basalt	3	1388	1	\$19,021	\$45,767	\$57,017	\$138,000
Total	16		3	\$57,063	\$120,631	\$154,381	\$347,332

Background Information: School-Based Mental Health Providers

Students' social-emotional well-being is foundational to their safety. Through Crew, Tutorial, and social-emotional learning curriculum, the Roaring Fork Schools support the development of students' self-awareness, self-management, social awareness, relationship skills, and responsible decision-making. These skills are protective factors - skills associated with a lower likelihood of risky behaviors and problem outcomes. They strengthen youth safety and well-being. In our schools, strong social-emotional skills promote student and school safety by reducing violent behaviors or threats children can pose to themselves or others.

Sometimes, students need additional support in social-emotional skill development. In the Roaring Fork Schools, we staff school counselors in every school who are trained to support students' social and emotional well-being. Additionally, we use blended funding (grants, towns/counties, philanthropy) to staff a school-based mental or behavioral health provider in every school. Often, these positions are staffed with Aspen Hope Center providers who can provide more targeted support for students, beyond what our K-12 educational programs can offer. For students experiencing a social-emotional crisis (suicide, threat of harm to self or others), we contract with the Aspen Hope Center to provide responsive, on-site, crisis assessment services.



Key Partners

- Aspen Hope Center - currently charges RFSD \$80,000/provider. Total cost ~\$100,000/provider.
- Eagle County, Town of Basalt, Town of Carbondale, City of Glenwood Springs
- CDE School Health Professionals Grant - funding stable through 25/26 school years.

Strengths/outcomes

- Increased access for students and families for mental/behavioral health services.
- Collaboration and support for school-based student support teams.
- Increases student mental/behavioral well-being and safety through crisis screening.

Gaps/Challenges

- Currently, this is funded by external sources. Those sources are unstable and require significant RFSD staff time to sustain. We are concerned about continuity of care, stable providers, and sustainability
- We anticipate a \$70,000 shortfall in funding for 24/25. This would cut one position.
- Services fall outside core educational programming, making it difficult for RFSD to allocate K-12 General Fund resources to these services.
- RFSD does not receive support from Garfield or Pitkin Counties.

2024/2025 Glenwood Student and Family Support Staffing:

School	School/District-funded staff	Externally-funded staff
Riverview School (outside COGS)	School counselor (RFSD) Dean of students (RFSD) Family liaison (RFSD)	Mental health provider (RFSD, \$100,000 salary + benefits)
Glenwood Springs Elementary School	School counselor (RFSD) Dean of students (RFSD) Family liaison (RFSD)	Hope Center Mental Health provider (CDE grant, \$100,000 salary + benefits)
Sopris Elementary School	School counselor (RFSD) Family liaison (RFSD)	.8 FTE Hope Center Mental Health provider (CDE grant, \$100,000 salary + benefits)
Glenwood Springs Middle School	School counselor (RFSD) Dean of students (RFSD) Family liaison (RFSD)	Hope Center Mental Health provider (RFSD, \$100,000)
Glenwood Springs High School	School counselor x 3 (RFSD) Dean of students (RFSD) Family liaison (RFSD)	2 x Hope Center Mental Health providers (COGS + RFSD, \$200,000)
Two Rivers Community School		Hope Center Mental Health provider (CDE grant, \$100,000 salary + benefits)



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: Update on 27th Street Underpass

Action Requested: Roaring Fork Transit Authority gives a bi-monthly update on the progress of the 27th street underpass.

Department: City Administration

Presented By:

Strategic Goals: Provide Efficient and Responsive City Government
Ensure Public Safety

Background Info: NA

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: Historical Museum Strategic Plan

Action Requested: NA.

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Protect and Preserve our Quality of Life

Background Info: In 2023 Council appropriated \$25,000 to procure a strategic plan for the Frontier Historical Museum. The plan has been finalized and this is the report out to Council.

Issues: None at this time.

Fiscal Impact: None in 2024.

Legal Review: NA

Staff Recommendation: None at this time.



1891 photo of Glenwood Springs by John Shutte

GLENWOOD SPRINGS HISTORICAL SOCIETY

2024 STRATEGIC PLAN

GSHS BOARD
LAURA KIRK
MAY 2024

GLENWOOD SPRINGS HISTORICAL SOCIETY – 2024 STRATEGIC PLAN

ROLE OF HISTORICAL SOCIETY:

The Glenwood Springs Historical Society (GSHS) serves a multifaceted role in the community, contributing both to its cultural vibrancy and its economic vitality. Accordingly, the GSHS is an important cultural and economic asset for the City of Glenwood Springs:

Cultural Preservation: By collecting, preserving and sharing the stories of Glenwood Springs and Garfield County's history, the GSHS plays a vital role in preserving cultural heritage for future generations. This not only enriches the community's cultural landscape, but, also serves as an educational resource for schools, researchers, historians and tourists. These stories can be told and explored through a variety of means including museum exhibits, educational programming, online resources, publications, community events, collaborations, oral history projects and various social media channels. By employing a combination of these strategies, the GSHS can ensure that the stories of the past continue to be told and appreciated by present and future generations.

Economic Impact: The activities and offerings provided by the GSHS contribute to the local economy by attracting tourists, boosting local business revenue and creating jobs. Though undefined, the economic impact is considerable. The GSHS attracts visitors from near and far who are interested in exploring the area's rich history and has taken advantage of Doc Holliday being a huge draw to tourists visiting Glenwood Springs with the popular Doc Holliday Collection.

Community Pride: Long-term residents of Glenwood Springs take pride in the shared history of their community. The GSHS provides opportunities for residents to build community by celebrating the shared sense of belonging and connection to the place they call home.

Newcomer Integration: For newcomers to Glenwood Springs, the GSHS offers a welcoming environment where they can learn about the community's history and heritage. By connecting newcomers with the stories and traditions of the area, the GSHS helps them feel more integrated and invested in their new home, playing a crucial role in creating a sense of belonging in the community.

Overall, the Glenwood Springs Historical Society serves as a cornerstone of the community, promoting cultural enrichment, economic development and a sense of belonging for residents and visitors alike. The goal of the strategic plan is to ensure that the GSHS becomes financially viable well into the future so that it can expand these critical resources for the City of Glenwood Springs community.



Kindergarten class at the Frontier Museum



Versatile Productions filming the annual Ghostwalk in Linwood Cemetery during the Pandemic

STRATEGIC PLAN APPROACH

In 2023, the City of Glenwood Springs and the Glenwood Springs Society agreed to hire a consultant to assist in creation a strategic plan to help guide the organization over the next one, three and five-years. The plan is envisioned as a living document, prioritizing efforts to ensure a sustainable future for this important community resource. The current plan builds on documents and work previously completed by the Historical Society, including: the 2017 strategic plan (and all the public input received at that time); and the Historic Structural Assessment of the Frontier Museum in the Shumate House at 1001 Colorado Avenue.

The plan has been developed through close coordination with the Executive Director, the Board of Directors, staff, volunteers and Council liaisons through interviews, review of plan iterations and follow-up meetings. The Historical Society Board has been committed to the process with several meetings devoted to review and input on the plan including a full day retreat resulting in specific action plans, with timelines, and assignment of responsible parties.

PURPOSE STATEMENT

The Glenwood Springs Historical Society collects and preserves artifacts and materials relating to the history of Glenwood Springs and Garfield County, Colorado. It makes these materials available for research and interprets them through temporary and permanent exhibits at the Frontier Historical Museum, in off-site exhibits, publications and educational programs. The society cooperates with other individuals and organizations to accomplish these goals.

MISSION STATEMENT

“Serving as the Living Legacy of our Local Life”

“It’s About Time” (tag line)



*George Gibbons Hayes delivering
Glenwood's mail in 1914*



*Mrs. Lucas & Mrs. McPhillips
visiting from Memphis, TN (late
1800s)*

HISTORY OF THE SOCIETY

The Frontier Historical Society was formed in 1963 by a group of local Glenwood Springs individuals who saw a need to collect and preserve artifacts and materials from Glenwood Springs' past. Many of the pioneers were dying, and with them, their stories.

At that time, the City of Glenwood Springs had been in existence for seventy-eight years. The Society was officially incorporated in the state of Colorado, April of 1964. The society and museum were governed by a board of directors and volunteer staff. Soon after, a small museum was put together and housed in the basement of the Hotel Colorado. Sometime later, a small house located in the 800 block of School Street housed the museum and its collections. Every year, the collection grew and housing it became more of a challenge. In 1971, Stella Shumate passed away leaving no heirs. Her attorney had earlier suggested that she consider leaving her home to the society for a new museum. She did so in her will and the museum was moved to 1001 Colorado Avenue in 1971. The name was changed to the Glenwood Springs Historical Society in 2016.

The museum continues today in this location. The first and second floors of the building are open to the public as museum exhibit space. The basement and renovated garage are used as archives and research, photo collection storage and offices.

In 2021 the Society celebrated its 50th anniversary at the Frontier Museum with many activities planned by the Board of Directors.

ORGANIZATIONAL STRUCTURE

The museum staff includes one full-time director, one part-time assistant director, a part-time registrar/archivist and an intern archivist sponsored by the Garfield County Public Library District. The society also depends on the dedicated service of its core volunteers. The Board of Directors ranges in size from 3 to 9 people. As of March, 2024, the Board of Directors consists of 7 members with a variety of expertise to address the range of topics and issues that arise in running an organization like this.

Concurrent with the strategic planning process, the Board has updated the Bylaws for the Historical Society and created policies describing the structure and responsibility of Standing Committees and Officer Duties. These accompanying documents provide a solid foundation for creating increased organizational transparency and for developing best practices for Board and staff accountability.

FINANCIAL STRUCTURE

During the strategic planning process, several similar historical society organizations across the state were contacted considering programming, staffing and financial structure. Golden and Steamboat Springs provided the most relevant information with organizations similar in size and function to Glenwood.

The Steamboat Springs Tread Pioneers Museum has a dedicated staff of five with an annual budget in excess of \$500,000, half of that funded through a mill levy. The annual budget for the Golden historical museum is more than \$700,000 with half of that paid for through the City budgeting process and the remainder through museum operations and fund raising.

Reflective of the impact of museum operations on the economies of Golden and Steamboat, along with preservation of the cultural history, both of these organizations have a steady, dedicated stream of funds sufficient for sustainable on-going operations. A priority for the GSHS is creation of a similar financial foundation.

The 2024 budget for the GSHS is estimated at \$200,000 divided as noted:

Total Budget: \$200,000

Allocation of Budget:

- 60% to staffing
- 40% to building upkeep, insurance and programming support

Funding Sources:

- 50% of the budget from the City of Glenwood Springs
- 50% from the GSHS through donations, events, and grants

The long-term goal is to create sustainable funding mechanisms for programming, operations, facilities and staffing. Determination of the long-term budget needs and identify strategies to increase funding opportunities is a priority task detailed in the strategic plan.

STRATEGIC PLAN PRIORITIES

The GSHS Board has been involved in the Strategic Plan process throughout by identifying specific priorities, tasks, deadlines and responsibilities assigned at an all-day board retreat on January 20th, 2024. The priorities for the plan are illustrated in two ways: one as a running list below and in the accompanying graphic depiction. Plan priorities will evolve over time in response to opportunities, conditions at the time and information gathered. But the basic outline of the plan provides a roadmap for the Glenwood Springs Historical Society which can be easily amended and updated to meet changing circumstances.

This Strategic Plan priorities are divided into six main categories in order of priority:

1. Financial;
2. Physical Facilities;
3. Collections;
4. Board/Staffing Development and Succession Planning;
5. Marketing/Fundraising; and
6. Program Development.

As the process unfolds, work on each of the categories will undoubtedly inform other parts of the operation in a synergistic fashion. Regular communication and updates at the board level will ensure the process moves forward in a coordinated manner.

Implementation of the strategic plan will be carried out under the direction of the GSHS Executive Director with support from standing committees as described below. Standing committees are comprised of GSHS board members and volunteer community members. It is envisioned that these committees will focus their efforts to identify specifics of how the organization can best achieve these goals within the 5-year planning window. Each committee will report back to the larger GSHS Board to receive feedback and adjust the priorities/plan of action as necessary.

The process relies on continued exploration, evaluation, review and action by GSHS standing committees. The GSHS Board is committed to holding each committee responsible for progress throughout the year at regular GSHS Board meetings, as well as developing annual reports which detail accomplishments, lessons learned and new strategies to fulfill the organization's mission. The GSHS Board will meet in an annual workshop to discuss these committee reports each January. Final committee reports will be attached as appendices to the strategic plan annually to document progress in achieving these goals, and, if needed, reasoning for shifting strategies as the organization evolves.

5 Year Plan Priorities			
1. FINANCIAL: Develop Internal Accountability Processes.			
Objective: Create a financial protocol that supports donor and community trust			
Responsible Party: Staff and Financial Committee			
Completed	1 year	3 year	5 year
Third party financial review of 2023 operations. Successful reconciliation of financial accounts.	Review and standardize financial reporting, bookkeeping, and accounting practices of the organization. Document these best practices in an official financial policy which will be adopted by the GSHS Board	Review Financial Policies and adjust as necessary	Establish reserve fund to cover 6 months of operations
Hired new bookkeeper and accountant	Formalize and adopt protocol for donor recognition/communication of appropriate tax information	Hire outside financial review/audit in line with grant standards	
Reviewed budgeting process evaluating costs and revenues	Develop annual budget for organization. Defining realistic revenue goals by source and tie expenses to mission focused programs (divide out labor, materials, facilities, and other cost by program)	Publish third Party financial review on GSHS website.	
	Develop monthly financial reports for GSHS Board with respect to annual budget.		
2. PHYSICAL FACILITIES: Current facility is inadequate; decide whether to retrofit current location or relocate.			
Objective: Evaluate GSHS physical space requirements to meet organization mission. Identify and execute best alternative to meet physical space requirements.			
Responsible Party: Staff and Facilities Committee			
Completed	1 year	3 year	5 year
Developed functional space requirements to meet GSHS mission.	Consider and analyze alternatives to existing space with respect to cost and ability to meet identified functional needs.	Identify preferred alternative with strategic funding plan	Implement plan for adequately sized facility for museum exhibits, operations, research, and archival storage
Evaluated existing facility with respect to functional space requirements using 2022 Historical Building Assessment	Evaluate financial options to pay for facility upgrades at current site versus alternative locations		

3. COLLECTIONS: Priceless artifacts are at risk, and not being used effectively to meet organization mission.			
Objective: Assess collections and inventory artifacts which meet organization mission.			
Responsible Party: Staff and Collections Committee			
Completed	1 year	3 year	5 year
Hired archivist to assist with assessment of collections, organization, and digitization	Adopt collections policy with emphasis on collection content, organization, proper storage, and assessing value of artifacts.	Assign values to discreet collections	Complete digitization process of photos
Hired archivist intern with funding support from Garfield Public Library District	Assess and broadly describe current collection	Secure appropriate storage and relocate collections (if needed) based on best practices.	Develop online database for public to search collections from GSHS website
	Clean and organize the house including disposing of artifacts that do not meet collection policy criteria (toss/sell/donate)		Develop rotation schedule for displays and exhibits
	Determine storage requirements for remaining artifacts		
	Explore climate-controlled storage opportunities considering ease of use and proximity to staff		
	Create safe storage and expanded use of photo collections and scans		
	Continue digitization of collections with appropriate staff and quality control	Continue digitization of collections with appropriate staff and quality control	
	Develop a disaster management plan that addresses risk management	Implement completed disaster plan	
4. BOARD/STAFF DEVELOPMENT AND SUCCESSION PLANNING: Current staff is over extended and cannot effectively meet GSHS mission.			
Objective: Create a staffing structure that supports the organization including succession planning, board development, and volunteer coordination			
Responsible Party: Staff and Governance Committee			
Completed	1 year	3 year	5 year
Accepted 5 new Board of Directors and held a Board retreat in January, 2024 to build relationships and team dynamics	Finalized and adopted new GSHS bylaws and governing policy documents	Continue with annual board retreats to reinvigorate board engagement and spur new recruitment	Seek advice in non-profit leadership and best practices

Established standing committee structure to support implementation of strategic plan	Develop and prioritize ideal staffing arrangement, and associated budget. Evaluate gaps between the ideal staffing structure and existing staff structure, and associated funding gaps	Create a plan, including increased funding mechanisms to move from existing staff levels to ideal arrangement	Move to ideal staffing structure
Completed a position description for the ED	Establish a process and timeline for future ED recruitment/selection	Transitioned to new ED	
	Review current volunteer efforts to identify areas for improvement	Establish system for volunteer management, and improved communication	Expand volunteer support based on defined needs and untapped demographics
5. MARKETING/FUNDRAISING: Promote and communicate the story to increase organization fundraising.			
Objective: Achieve firm financial footing. Increase visibility and outreach to achieve greater fundraising success.			
Responsible Party: Staff and Fundraising / Marketing Committee			
Completed	1 year	3 year	5 year
	Hire marketing consultant to help develop strategy for increased communication with local community and donor base.	Hire marketing staff person based on input from marketing consultant	Scale up or scale down organization depending on success of fundraising efforts.
	Develop a strategy for improved communication with the City, including Historic Preservation Commission	Implement pro-active promotion plan growing external communication	
	Develop grant template	Apply for applicable grants	
	Identify and carry out 3 signature fundraising efforts. Develop sponsor structure per event.	Grow signature events through direct participation, and sponsorship donations. Aiming for net program revenue made up of 30% ticket sales, and 70% sponsorship donations.	
	Investigate feasibility of public funding including such as a local a mill levy.	Identify if mill levy funding is possible.	
	Secure City funding for annual budget. Commitment of 50% City / 50% GSHS Fundraising		

	Develop expanded fundraising programs (e.g., partnerships with local hotels, estate planning, Colorado Gives Day, and Director giving targets)	Expand successful programs.	
	Develop effective website that is useful to community with regular updates.		
6. PROGRAM DEVELOPMENT: Expand the reach of the organization to fulfill mission.			
Objective: Grow the offerings			
Responsible Party: Programming Committee			
Completed	1 year	3 year	5 year
	Identify three goal projects, and develop business plans to execute said projects.	Build on successful programs and expand to six ongoing mission related programs.	
		Expand outreach/participation within local community.	Engage with History Colorado's network of community focused historical societies.

CONCLUSION AND NEXT STEPS:

The GSHS 2024 strategic plan is an important milestone in the evolution of the organization: establishing priorities for future consideration and creating synergy around shared goals for staff, the GSHS Board, the City, and the larger community. While priorities and objectives may shift in response to real time opportunities, the plan provides a road map for check-ins and accountability, with built-in flexibility. This is an exciting time for the GSHS as it prepares for the future, dedicated to meeting the changing needs of the community while remaining true to its mission of collecting, preserving, and telling the story of Glenwood Springs.



1920 photo of Hanging Lake by John Shutte



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: Update on Summer Construction Projects and Impact

Action Requested:

Department: Public Works

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: South Bridge Update

Action Requested:

Department: Engineering

Presented By: Ryan Gordon

Strategic Goals: Preserve and Improve Infrastructure

Background Info: There are not a lot of updates as Engineering is working through the contract with Jacobs, the grant agreement with FHWA and the IGA with CDOT.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



RFTA 27th Street Project

Pedestrian Underpasses

RFTA UPDATE
June, 2024

Southeast Corner Highway 82 Pedestrian Tunnel



Southeast Pedestrian Ramp at BRT Station



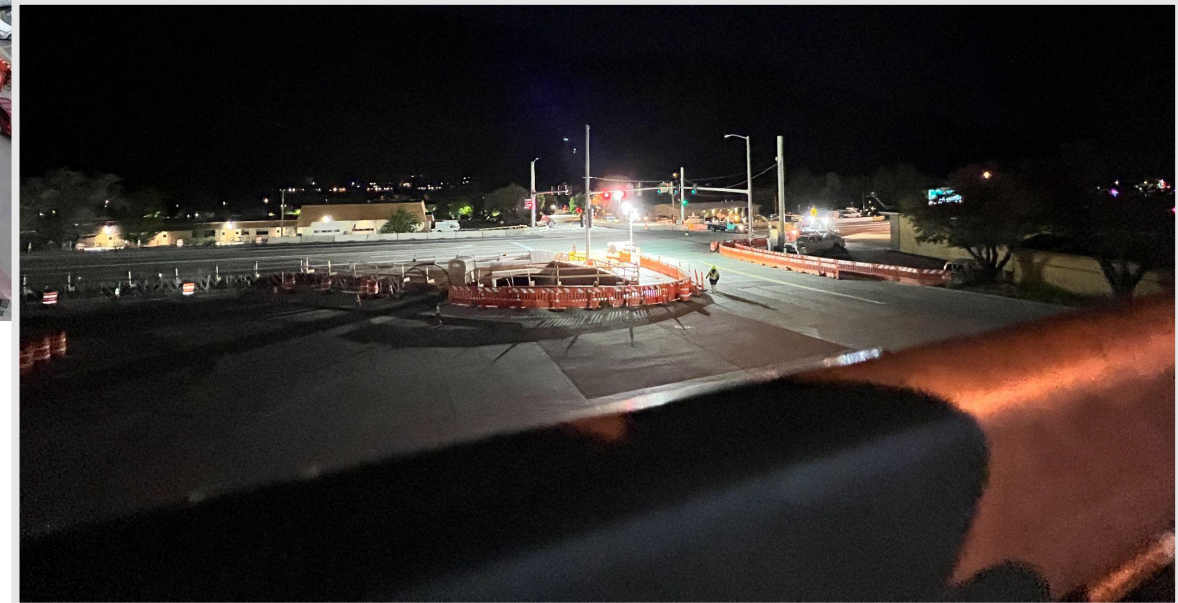
27th Street BRT Station



Southwest Side Pedestrian Tunnels



Phase Three



Asphalt paving for new 27th Street traffic pattern (Left). Highway 82 Night Closure (Right)

27th Street Pedestrian Tunnel



27th Street pedestrian tunnel portal, Northside (Left) Southside (Right)



Connect to the project

For more information or to sign up for construction alerts please email or call us:

 Colorado HWY 82 & 27th Street

 RFTA27streetproject@gmail.com

 970-309-1865

 www.27thstreetproject.com

Follow Us

 [ride_rfta](https://www.instagram.com/ride_rfta)

 [RIDE.RFTA](https://www.facebook.com/RIDE.RFTA)

 [@RFTA](https://twitter.com/RFTA)



THANK YOU



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: Financial Advisory Board Approval of Grant Funding Recommendation

Action Requested: NA

Department: City Administration

Presented By: Steve Boyd, Yvette Gustad

Strategic Goals: Protect and Preserve our Quality of Life
Generate Sustainable Economic Development

Background Info: This item was the subject of an afternoon work session. Council can choose to accept the recommendation from FAB as is, make modifications or not accept the recommendation.

Issues: NA

Fiscal Impact: See spreadsheet for line items.

Legal Review: NA

Staff Recommendation: Staff defers to Council.

2024 Financial Advisory Board Grant Award Recommendation

A&I Fund Discretionary Grant Amount	\$197,562
Tourism Fund Amount	<u>\$78,256</u>
Total Grant Funds Available	\$275,818

Organization Name	2024 FAB	
	2024 Grant Request	Recommendation
1 A Way Out, Inc	\$5,000	\$5,000
2 Access AfterSchool	\$10,000	\$10,000
3 Alpine Legal Services	\$15,000	\$5,000
4 Andy Zanca Youth Empowerment Program (AZYEP)	\$4,500	\$3,000
5 Aspen Choral Society	\$2,500	\$0
6 Aspen Dance Connection	\$3,000	\$0
7 Aspen Public Radio	\$10,000	\$1,000
8 Carbondale Community Access Radio, DBA KDNK	\$5,000	\$1,000
9 Catholic Charities and Community Services of the Archdiocese of Denver, Inc	\$25,000	\$0
10 College Outreach	\$3,000	\$3,000
11 Colorado Animal Rescue	\$15,000	\$5,000
12 Colorado High School Cycling League	\$15,000	\$5,000
13 Colorado West Regional Mental Health, Inc. DBA Mind Springs Health, Inc.	\$20,000	\$0
14 Cook Inclusive	\$6,081	\$6,000
15 Friends of CAIC	\$3,000	\$0
16 Garfield County Search & Rescue, Inc.	\$2,000	\$2,000
17 Glenwood Springs Arts Council	\$4,000	\$2,000
18 Glenwood Springs Chamber Foundation	\$20,000	\$5,000
19 Glenwood Springs Citizens' Alliance	\$4,000	\$4,000
20 Glenwood Springs Downtown Development Authority	\$8,928	\$8,900
21 Glenwood Springs Elementary School Parent Teacher Association (GES PTA)	\$2,500	\$0
22 Glenwood Springs High School Mock Trial Team	\$5,000	\$5,000
23 Glenwood Springs Historical Society	\$2,218	\$2,218
24 Glenwood Springs Summer of Music	\$25,000	\$25,000
25 Glenwood Springs Youth Hockey Association	\$15,000	\$5,000
26 High Country Volunteers	\$7,500	\$7,500
27 HomeCare & Hospice of the Valley	\$8,500	\$8,500
28 Junior Achievement of the Roaring Fork Valley	\$5,000	\$5,000
29 Kiwanis Club of Glenwood Springs	\$2,000	\$0
30 LIFT-UP (Life Inter Faith Team on Unemployment and Poverty)	\$25,000	\$10,000
31 Middle Colorado Watershed Council	\$9,000	\$3,000
32 Mount Sopris Nordic Council / Spring Gulch XC Ski Trails	\$1,000	\$0
33 Mountain Valley Developmental Services, Inc	\$15,000	\$15,000
34 River Bridge Regional Center	\$10,000	\$10,000
35 Roaring Fork Center for Community Leadership DBA Roaring Fork Leadership	\$10,000	\$0
36 Roaring Fork Friends of the Theatre Inc. dba Thunder River Theatre Company	\$5,000	\$0
37 Roaring Fork Kayak Club	\$15,000	\$5,000
38 Roaring Fork Outdoor Volunteers	\$7,500	\$7,500
39 Roaring Fork Schools Foundation F/B/O Roaring Fork PreCollegiate	\$7,000	\$5,000
40 Roaring Fork Valley Early Learning Fund DBA Raising A Reader Aspen to Parachute	\$5,000	\$5,000
41 Saving Our Needle Noses (SONNs)	\$3,000	\$0
42 Smiling Goat Ranch	\$15,000	\$2,500
43 Sol Theatre Company	\$5,000	\$0
44 Sopris Sun	\$10,000	\$1,000
45 Stepping Stones of the Roaring Fork Valley	\$5,000	\$5,000
46 Sunlight Winter Sports Club (SWSC)	\$5,000	\$2,500

		2024 FAB	
Organization Name		2024 Grant Request	Recommendation
47	Symphony in the Valley	\$5,000	\$0
48	The Buddy Program (TBP)	\$10,000	\$5,000
49	The Meeting Place	\$4,000	\$2,000
50	The Salvation Army, Glenwood Springs	\$20,000	\$10,000
51	Valley Meals and More	\$15,000	\$7,500
52	Valley Settlement	\$7,500	\$7,500
53	West Elk Trails, Inc.	\$1,500	\$0
54	West Mountain Regional Health Alliance	\$35,000	\$10,000
55	Youthentity	\$10,000	\$0
56	YouthZone	\$20,000	\$20,000
Total		\$534,227	\$257,618
Amount Remaining			\$18,200



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: Award Request for Proposal (RFP) 2024-05P Downtown Alleyways Block 44 and 45

Action Requested:

Department: Engineering

Presented By: Ryan Gordon

Strategic Goals: Preserve and Improve Infrastructure

Background Info: Review, discuss and award the project based on the outcome of the work session.

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: Award Request for Proposal (RFP) 2024-14P 6th Street Revitalization and North Landing

Action Requested:

Department: Engineering

Presented By: Ryan Gordon

Strategic Goals:

Background Info: Review, discuss and approve the project based on the outcome of the work session.

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item:	Award Request for Proposal (RFP) 2024-09P Vogelaar Climate Smart Workforce Housing Plan
Action Requested:	Award of RFP 2024-09P Vogelaar Climate Smart Workforce Housing Plan
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Protect and Preserve our Quality of Life Generate Sustainable Economic Development Provide Efficient and Responsive City Government
Background Info:	City staff issued a Request for Proposal for the Vogelaar Climate Smart Workforce Housing Project at the end of February. Thirteen organizations responded with bid proposals. Staff interviewed five firms. The interview panel included the City Manager, Director of Community Development, Director of Public Works, Director of Parks and Recreation, the Public Information Officer, and the Executive Director of the Downtown Development Association.
Issues:	The ballot initiative that passed in April substantially changes the process for the City to develop workforce housing on City property and at this time we believe the Department of Local Affairs (DOLA) grant money is better allocated to other projects as we gain clarity on a few things resulting from the vote. We have talked to DOLA's executive director who is in agreement that under the circumstances this is the best direction, and the strong relationship we have with them won't be strained as a result of this decision.
Fiscal Impact:	We will take the allocation out of the appropriation and our \$30,000 match will be available for Council to appropriate for other purposes if it wishes.
Legal Review:	Not applicable
Staff Recommendation:	Staff supports not accepting the award for this grant at this time.



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: City Manager

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: City Attorney

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: Correspondence Incoming/Outgoing

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: Council Social Event Location

Action Requested: City Council will announce the location of their social event following the Council meeting.

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
June 6, 2024

Agenda Item: Adjournment

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation: