



Board of County Commissioners

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Erik Hansen - District #3
Steve O'Dorisio - District #4
Mary Hodge - District #5

PUBLIC HEARING AGENDA

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
January 23, 2018
9:30 AM

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOTION TO APPROVE AGENDA**
- 4. AWARDS AND PRESENTATIONS**
- 5. PUBLIC COMMENT**

A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of January 8-12, 2018
- B.** Minutes of the Commissioners' Proceedings from January 16, 2018
- C.** Adams County Treasurer's Summary December 1-31, 2017
- D.** Resolution Ratifying the Registration Form, Product Preference Form, Confidentiality Agreement, and Self Assessment Security Checklist for the 2020 Census Local Update of Census Addresses Operation, Dated December 12, 2017
(File approved by ELT)

- E.** Resolution Approving the Amended Open Space Grant Agreement between Adams County and the Adams County Parks & Open Space Department for the Twin Lakes Park Renovation Project
(File approved by ELT)
- F.** Resolution Approving the Open Space Modification Request and the Amended Open Space Grant Agreement between Adams County and the Adams County Parks and Open Space Department for the Clay Street Community Trail Project
(File approved by ELT)
- G.** Resolution Approving Release of Right-of-Way Contract between Adams County and Kerr-McGee, LLC, for an Abandoned Pipeline
(File approved by ELT)
- H.** Resolution Appointing Marc Pedrucci and Aaron Clark as Proxies for Calendar Year 2018 to Conduct Ditch and Reservoir Company Business and to Sign Annual Renewal Contracts on Behalf of Adams County
(File approved by ELT)
- I.** Resolution Approving an Intergovernmental Agreement (IGA) between Adams County and the Colorado Department of Transportation (CDOT) for the Improvement of 25 Traffic Signals on Pecos Street from West 52nd Avenue North to West 84th Avenue and on Washington Street from East 52nd Avenue North to East 78th Avenue
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Awarding an Agreement to Family Tree, Inc., to Provide Domestic Violence Shelter and Services for Temporary Assistance to Needy Families (TANF)
(File approved by ELT)
- 2.** Resolution Approving Amendment Two to the Agreement between Adams County and Family Tree, Inc., to Provide Child Only Case Management Services for Temporary Assistance for Needy Families (TANF)
(File approved by ELT)
- 3.** Resolution Approving Change Order One to the Purchase Order Agreement between Adams County and Asphalt Specialties Co., Inc., to Provide Screened Structural Fill Material
(File approved by ELT)
- 4.** Resolution Approving Change Order One to the Purchase Order Agreement between Adams County and Allied Recycled Aggregates to Provide Crushed Recycled Aggregate Base Materials
(File approved by ELT)
- 5.** Resolution Approving Change Order One to the Purchase Order Agreement between Adams County and GMCO Corporation to Provide Fugitive Dust Control Abatement Chemicals
(File approved by ELT)
- 6.** Resolution Approving Change Order One to the Purchase Order Agreement between Adams County and G5 BioSolutions LLC to Provide Polymeric Compaction Aid Material
(File approved by ELT)

7. Resolution Approving Amendment One to the Agreement between Adams County and EP&A Envirotac, Inc., to Provide Acrylic Based Soil Stabilizer Materials
(File approved by ELT)
8. Resolution Approving Change Order Two to the Purchase Order Agreement between Adams County and JK Transports, Inc., to Provide Truck Hauling Services
(File approved by ELT)
9. Resolution Awarding an Agreement between Adams County and Brannan Sand and Gravel Company, LLC, to Provide General Contractor Services
(File approved by ELT)
10. Resolution Approving Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority
(File approved by ELT)

B. COUNTY ATTORNEY

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Pending Litigation

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	1,895,845.37
4	Capital Facilities Fund	26,148.50
5	Golf Course Enterprise Fund	12,614.42
6	Equipment Service Fund	54,495.89
13	Road & Bridge Fund	151,788.75
19	Insurance Fund	123,132.89
25	Waste Management Fund	9,858.13
27	Open Space Projects Fund	50.05
28	Open Space Sales Tax Fund	80,711.00
31	Head Start Fund	7,665.08
35	Workforce & Business Center	1,718.23
43	Front Range Airport	34,802.25
44	Water and Wastewater Fund	70.00
		<u>2,398,900.56</u>

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718641	669996	ALCHEMY TECHNOLOGY GROUP LLC	01/08/18	4,920.00
00718642	491853	CENTER POINT ENERGY SERVICES R	01/08/18	1,562.53
00718643	491853	CENTER POINT ENERGY SERVICES R	01/08/18	3,205.92
00718644	491853	CENTER POINT ENERGY SERVICES R	01/08/18	1,608.57
00718645	491853	CENTER POINT ENERGY SERVICES R	01/08/18	10,459.58
00718646	209334	COLO NATURAL GAS INC	01/08/18	93.31
00718647	13565	INTERMOUNTAIN REA	01/08/18	73.20
00718648	13932	SOUTH ADAMS WATER & SANITATION	01/08/18	169.31
00718649	46796	WESTMINSTER CITY OF	01/08/18	1,745.70
00718650	13822	XCEL ENERGY	01/08/18	2,697.43
00718651	13822	XCEL ENERGY	01/08/18	159.65
00718652	13822	XCEL ENERGY	01/08/18	1,783.20
00718653	13822	XCEL ENERGY	01/08/18	3,642.62
00718654	13822	XCEL ENERGY	01/08/18	11,116.85
00718655	13822	XCEL ENERGY	01/08/18	3,971.69
00718656	13822	XCEL ENERGY	01/08/18	889.45
00718657	13822	XCEL ENERGY	01/08/18	348.53
00718658	13822	XCEL ENERGY	01/08/18	888.64
00718659	13822	XCEL ENERGY	01/08/18	357.19
00718660	13822	XCEL ENERGY	01/08/18	837.84
00718661	433987	ADCO DISTRICT ATTORNEY'S OFFIC	01/08/18	237.75
00718664	322973	ARMORED KNIGHTS INC	01/08/18	1,994.64
00718667	57595	COLO COUNTY TREASURERS ASSN	01/08/18	400.00
00718668	7612	COLO SUPREME COURT	01/08/18	50.00
00718670	93529	CORRECTIONAL MANAGEMENT INC	01/08/18	1,426.37
00718671	473644	GARFIELD COUNTY COMMUNITY CORR	01/08/18	1,323.08
00718672	582481	GEO GROUP INC	01/08/18	1,615.72
00718673	23684	GILPIN COUNTY COURT CLERK OF	01/08/18	2.25
00718676	374481	MASTERS TOUCH LLC	01/08/18	56,550.00
00718677	5637	ROCKY MTN MICROFILM & IMAGING	01/08/18	7,257.00
00718678	227044	SOUTHWESTERN PAINTING	01/08/18	16,627.00
00718679	281167	SPECTRA CONTRACT FLOORING SERV	01/08/18	3,255.00
00718680	41127	THYSSENKRUPP ELEVATOR CORP	01/08/18	8,814.00
00718681	42984	TIME TO CHANGE	01/08/18	646,122.34
00718691	91631	ADAMSON POLICE PRODUCTS	01/09/18	1,790.14
00718692	13060	ADCO HUMAN SERVICES DEPT	01/09/18	89.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718693	34751	AURORA CHAMBER OF COMMERCE	01/09/18	10,000.00
00718696	669827	CARILLO MARIO	01/09/18	19.00
00718699	6331	COLO ASSESSORS ASSN	01/09/18	160.00
00718700	29706	COLO ASSESSORS ASSN	01/09/18	3,125.00
00718701	252174	COLORADO COMMUNITY MEDIA	01/09/18	22.70
00718702	14990	COMMUNITY PET HOSPITAL	01/09/18	747.46
00718703	255001	COPYCO QUALITY PRINTING INC	01/09/18	291.73
00718704	40374	COSTAR REALTY INFORMATION INC	01/09/18	10,546.63
00718705	44656	DENVER HEALTH & HOSPITAL AUTHO	01/09/18	680.00
00718707	418312	DUNCAN NANCY	01/09/18	100.00
00718708	226213	ELLIS HEIDI	01/09/18	205.65
00718709	541231	FINELINE GRAPHICS	01/09/18	6,951.90
00718710	541235	FLORIDA CRIME PREVENTION ASSOC	01/09/18	750.00
00718711	12689	GALLS LLC	01/09/18	760.30
00718712	307402	GREENLAND JOELLE	01/09/18	59.48
00718713	331719	HARRIS SYSTEMS USA INC	01/09/18	148,499.37
00718714	358482	HOLST AND BOETTCHER	01/09/18	19.00
00718715	13545	INTL ASSN OF ASSESSING OFFICE	01/09/18	210.00
00718716	13545	INTL ASSN OF ASSESSING OFFICE	01/09/18	210.00
00718717	166679	LEACHMAN, MARK A	01/09/18	19.00
00718720	652692	MIDGLEY ALEXANDRA	01/09/18	232.78
00718721	669832	MONOYA TONY	01/09/18	66.00
00718722	669831	MONTGOMERY JOHN RALPH	01/09/18	19.00
00718724	308437	RANDSTAD US LP	01/09/18	762.55
00718726	90872	REEVES COMPANY INC	01/09/18	20.65
00718727	5637	ROCKY MTN MICROFILM & IMAGING	01/09/18	6,205.20
00718728	669835	RODRIGUEZ ANDRE MICHAEL	01/09/18	19.00
00718729	13538	SHRED IT USA LLC	01/09/18	263.03
00718730	84258	SNIDER ROBERT	01/09/18	275.00
00718731	599714	SUMMIT FOOD SERVICE LLC	01/09/18	34,869.01
00718732	218715	TSCHETTER HAMRICK SULZER	01/09/18	990.00
00718733	669836	VANDEILEN HARRY	01/09/18	19.00
00718734	562214	VOGEL MARLA	01/09/18	16.37
00718735	13534	ARGO SUSAN L	01/09/18	231.00
00718736	38334	BENSON RICHARD A	01/09/18	256.00
00718737	252326	KELSAY, KARMEN	01/09/18	256.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718738	211619	LAUGHERY LINDSAY	01/09/18	231.00
00718739	38326	MCKINNEY MICHAEL	01/09/18	256.00
00718740	38325	MOORE GABRIEL	01/09/18	256.00
00718741	13529	NIELSEN SUSAN G	01/09/18	138.00
00718742	454539	SEDILLO JASON	01/09/18	138.00
00718743	562612	STRITT KRISTI	01/09/18	138.00
00718745	8579	AGFINITY INC	01/09/18	2,496.36
00718746	32273	ALL COPY PRODUCTS INC	01/09/18	497.83
00718747	626643	ANDERSON RITA	01/09/18	44.95
00718748	669967	AUTERI ANDREW	01/09/18	20.00
00718749	449864	BOBCAT OF THE ROCKIES	01/09/18	650.00
00718750	64778	BOYS AND GIRLS CLUB OF METRO D	01/09/18	1,500.00
00718751	62529	BURBACH JAMES R MAI	01/09/18	70.00
00718752	8973	C & R ELECTRICAL CONTRACTORS I	01/09/18	170.00
00718753	43659	CINTAS FIRST AID & SAFETY	01/09/18	198.08
00718754	426465	CLARK AARON	01/09/18	62.97
00718756	1909	COLO DOORWAYS INC	01/09/18	4,212.00
00718757	59782	COMCOR INC	01/09/18	292.64
00718758	8154	COUNTY SHERIFFS OF COLO	01/09/18	17,911.43
00718759	520339	DOUGLASS CHRISTOPHER	01/09/18	17.39
00718761	13454	FEDERAL EXPRESS CO	01/09/18	173.83
00718763	169560	FISHER JULIE	01/09/18	368.62
00718764	668854	FREEMAN SIGNS INC	01/09/18	4,070.00
00718765	617619	GARCIA VALENTINA C	01/09/18	68.37
00718767	10864	HILLYARD - DENVER	01/09/18	2,189.00
00718768	79260	IDEXX DISTRIBUTION INC	01/09/18	60.85
00718769	5814	I70 SCOUT THE	01/09/18	37.44
00718770	48078	LARIMER COUNTY COMMUNITY CORRE	01/09/18	525.80
00718771	412518	LEADS ONLINE LLC	01/09/18	8,627.00
00718772	41022	LEWIS HIMES ASSOCIATES INC	01/09/18	3,985.00
00718773	670015	LIAO MICHAEL	01/09/18	316.05
00718774	138168	LIBERTY DAY	01/09/18	1,000.00
00718775	308325	LINDSAY SUE	01/09/18	31.99
00718776	34118	MCCORMACK TIMOTHY	01/09/18	650.00
00718777	4863	METROWEST NEWSPAPERS	01/09/18	43.56
00718778	366068	MULTICARD	01/09/18	4,183.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718779	516994	PARK 12 HUNDRED OWNERS ASSOCIA	01/09/18	39,913.06
00718781	133896	PENQUICK SPECIALTIES	01/09/18	2,380.00
00718782	670016	RESER GARY	01/09/18	770.06
00718783	668737	ROCKY MOUNTAIN PARKING LOT SER	01/09/18	1,869.00
00718784	426034	RYSKA PAVEL	01/09/18	16.05
00718786	13538	SHRED IT USA LLC	01/09/18	60.00
00718787	227044	SOUTHWESTERN PAINTING	01/09/18	2,563.00
00718788	281167	SPECTRA CONTRACT FLOORING SERV	01/09/18	210.00
00718789	293662	SUMMIT LABORATORIES INC	01/09/18	480.00
00718790	618144	T&G PECOS LLC	01/09/18	900.00
00718791	33099	TOTAL PLUMBING INC	01/09/18	4,625.00
00718792	1007	UNITED POWER (UNION REA)	01/09/18	741.65
00718793	1007	UNITED POWER (UNION REA)	01/09/18	59.83
00718794	1007	UNITED POWER (UNION REA)	01/09/18	30.00
00718795	1007	UNITED POWER (UNION REA)	01/09/18	221.94
00718796	1007	UNITED POWER (UNION REA)	01/09/18	45.35
00718798	48935	VIS KELLY C	01/09/18	16.10
00718799	601071	WACHTEL MAXIMILLIAN PHD LLC	01/09/18	5,565.00
00718800	1017	WASTE MANAGEMENT	01/09/18	170.44
00718801	547890	WEIR SUCORA	01/09/18	49.22
00718802	13822	XCEL ENERGY	01/09/18	327.02
00718878	91631	ADAMSON POLICE PRODUCTS	01/11/18	35,755.00
00718882	9902	CHEMATOX LABORATORY INC	01/11/18	1,115.00
00718884	519505	DENOVO VENTURES LLC	01/11/18	277.50
00718885	5643	DOCU TEK INC	01/11/18	1,250.00
00718886	289637	GENERAL NETWORKS	01/11/18	1,290.90
00718887	32276	INSIGHT PUBLIC SECTOR	01/11/18	11,794.48
00718888	535598	JACHIMIAK PETERSON LLC	01/11/18	25,492.04
00718889	140791	LATITUDE GEOGRAPHICS GROUP LTD	01/11/18	6,738.75
00718891	282112	ORACLE AMERICA INC	01/11/18	37,851.74
00718892	163837	PTS OF AMERICA LLC	01/11/18	4,826.00
00718895	644974	STARCHASE LLC	01/11/18	10,710.00
00718897	24560	WIRELESS ADVANCED COMMUNICATIO	01/11/18	2,956.00
00718898	433987	ADCO DISTRICT ATTORNEY'S OFFIC	01/11/18	582.68
00718907	5050	COLO DIST ATTORNEY COUNCIL	01/11/18	22,357.29
00718908	5050	COLO DIST ATTORNEY COUNCIL	01/11/18	52,234.90

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718910	671310	EILERS TYLER	01/11/18	37.44
00718915	520659	HOGLUND CAITLIN	01/11/18	58.32
00718918	44965	INTERVENTION COMMUNITY CORRECT	01/11/18	6,178.20
00718919	629131	JARAMILLO RENAE	01/11/18	1,261.15
00718920	93191	JONES AMY	01/11/18	306.50
00718921	553650	MARTINEZ DOMINIC A	01/11/18	1,971.00
00718927	263724	RED HAWK FIRE & SECURITY	01/11/18	360.00
00718932	35818	SCHROEDER GINGER AUDREY	01/11/18	124.01
00718933	13538	SHRED IT USA LLC	01/11/18	100.00
00718934	28308	SIRIUS COMPUTER SOLUTIONS INC	01/11/18	56,906.28
00718938	72554	AAA PEST PROS	01/11/18	2,668.00
00718939	93203	ADAMS COUNTY EDUCATION CONSORT	01/11/18	850.00
00718940	331018	AED AUTHORITY	01/11/18	4,852.00
00718942	383698	ALLIED UNIVERSAL SECURITY SERV	01/11/18	33,112.71
00718943	32502	AMERICAN MECHANICAL	01/11/18	285.00
00718946	629204	BROWN BROTHERS WATERPROOFING L	01/11/18	4,500.00
00718948	2509	CCI	01/11/18	60,000.00
00718953	647801	CML SECURITY LLC	01/11/18	13,333.33
00718955	48089	COMCAST BUSINESS	01/11/18	1,700.00
00718956	437554	CSU EXTENSION	01/11/18	1,276.01
00718958	371967	EVANOFF MATTHEW	01/11/18	41.73
00718959	237708	GABRIEL ROEDER SMITH & COMPANY	01/11/18	1,000.00
00718961	357719	INDUSTRIAL LABORATORIES	01/11/18	1,875.00
00718962	32276	INSIGHT PUBLIC SECTOR	01/11/18	21,077.50
00718963	5814	I70 SCOUT THE	01/11/18	34.56
00718964	77611	KD SERVICE GROUP	01/11/18	478.00
00718965	36861	LEXIS NEXIS MATTHEW BENDER	01/11/18	2,034.99
00718966	93018	MURPHY RICK	01/11/18	3,543.83
00718967	430881	NEON RAIN INTERACTIVE LLC	01/11/18	51,220.00
00718968	671309	O'CONNOR DREW	01/11/18	110.31
00718969	45133	PPS INTERIORS	01/11/18	3,221.00
00718970	555139	RED SKY SOLUTIONS LLC	01/11/18	18,210.00
00718972	433983	SHEETZ ROBERT J	01/11/18	91.81
00718973	227044	SOUTHWESTERN PAINTING	01/11/18	15,611.00
00718975	25335	STANLEY CONVERGENT SECURITY S	01/11/18	167.00
00718978	28574	VERIZON WIRELESS	01/11/18	302.10

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718988	12689	GALLS LLC	01/12/18	2,515.56
00718992	163837	PTS OF AMERICA LLC	01/12/18	1,504.00
00718993	9635	PUBLICATION PRINTERS	01/12/18	15,263.15
00718994	145355	SANITY SOLUTIONS INC	01/12/18	64,961.80
00718995	227044	SOUTHWESTERN PAINTING	01/12/18	4,999.00
00718998	93323	TOUCH SONIC TECHNOLOGIES INC	01/12/18	17,280.00
00718999	666214	TYGRETTE DEBRA R	01/12/18	284.00
00719000	20730	UNITED STATES POSTAL SERVICE	01/12/18	102.37
00719002	3020	BENNETT TOWN OF	01/12/18	70.67
00719003	13719	MORGAN COUNTY REA	01/12/18	450.93
00719004	13949	STRASBURG SANITATION	01/12/18	78.45
00719005	1007	UNITED POWER (UNION REA)	01/12/18	1,715.73
00719006	1007	UNITED POWER (UNION REA)	01/12/18	59.77
00719007	1007	UNITED POWER (UNION REA)	01/12/18	22,208.10
00719008	1007	UNITED POWER (UNION REA)	01/12/18	336.62
00719009	1007	UNITED POWER (UNION REA)	01/12/18	6,608.68
00719010	1007	UNITED POWER (UNION REA)	01/12/18	113.68
00719011	1007	UNITED POWER (UNION REA)	01/12/18	1,433.09
00719012	1007	UNITED POWER (UNION REA)	01/12/18	106.61
00719013	1007	UNITED POWER (UNION REA)	01/12/18	4,113.57
00719014	1007	UNITED POWER (UNION REA)	01/12/18	5,297.34
00719015	1007	UNITED POWER (UNION REA)	01/12/18	8,272.27
00719016	1007	UNITED POWER (UNION REA)	01/12/18	74.11
00719017	1007	UNITED POWER (UNION REA)	01/12/18	18,516.63
00719018	1007	UNITED POWER (UNION REA)	01/12/18	612.24
00719019	1007	UNITED POWER (UNION REA)	01/12/18	177.29
00719020	1007	UNITED POWER (UNION REA)	01/12/18	41.20
00719021	1007	UNITED POWER (UNION REA)	01/12/18	1,568.22
00719022	1007	UNITED POWER (UNION REA)	01/12/18	233.16
00719023	13822	XCEL ENERGY	01/12/18	1,553.61
00719024	13822	XCEL ENERGY	01/12/18	8,773.14
00719025	13822	XCEL ENERGY	01/12/18	19,172.79
00719026	13822	XCEL ENERGY	01/12/18	13,605.40
00719027	13822	XCEL ENERGY	01/12/18	617.85
00719028	13822	XCEL ENERGY	01/12/18	562.46
00719029	13822	XCEL ENERGY	01/12/18	904.51

Net Warrants by Fund Detail

1 **General Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00719030	13822	XCEL ENERGY	01/12/18	878.46
00719031	13822	XCEL ENERGY	01/12/18	407.36
00719032	13822	XCEL ENERGY	01/12/18	383.17
00719033	13822	XCEL ENERGY	01/12/18	40.86
00719034	13822	XCEL ENERGY	01/12/18	1,510.98
00719035	13822	XCEL ENERGY	01/12/18	1,352.04
00719036	13822	XCEL ENERGY	01/12/18	346.25
			Fund Total	1,895,845.37

Net Warrants by Fund Detail

4Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718687	454055	VERITIV OPERATING COMPANY	01/08/18	4,723.50
00718694	668049	BLUMBERG DOUWE	01/09/18	1,000.00
00718698	668062	CLEARSCAPES INC	01/09/18	1,000.00
00718706	668061	DIBARI INNOVATION DESIGN LLC	01/09/18	1,000.00
00718719	668063	MID OCEAN STUDIO	01/09/18	1,000.00
00718725	664027	RDG PLANNING AND DESIGN	01/09/18	1,000.00
00718954	6467	COLO CORRECTIONAL INDUSTRIES	01/11/18	7,590.00
00718996	227044	SOUTHWESTERN PAINTING	01/12/18	8,835.00
			Fund Total	26,148.50

Net Warrants by Fund Detail

5Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718662	302764	AGFINITY INC	01/08/18	645.85
00718682	1007	UNITED POWER (UNION REA)	01/08/18	254.82
00718683	1007	UNITED POWER (UNION REA)	01/08/18	513.64
00718684	1007	UNITED POWER (UNION REA)	01/08/18	139.59
00718685	1007	UNITED POWER (UNION REA)	01/08/18	3,003.40
00718686	1007	UNITED POWER (UNION REA)	01/08/18	5,999.61
00718688	13822	XCEL ENERGY	01/08/18	777.68
00718689	13822	XCEL ENERGY	01/08/18	1,279.83
Fund Total				12,614.42

Net Warrants by Fund Detail

6 Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718760	346750	FACTORY MOTOR PARTS	01/09/18	7,526.00
00718785	16237	SAM HILL OIL INC	01/09/18	1,058.52
00718894	16237	SAM HILL OIL INC	01/11/18	12,757.33
00718896	350373	WEX BANK	01/11/18	2,109.04
00718957	37242	DIETRICH HERMAN A	01/11/18	800.00
00718974	99671	SPRADLEY BARR FORD GREELEY	01/11/18	30,245.00
			Fund Total	54,495.89

Net Warrants by Fund Detail

13Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718663	12012	ALSCO AMERICAN INDUSTRIAL	01/08/18	393.37
00718665	23969	ASPHALT SPECIALTIES CO INC	01/08/18	2,711.52
00718666	8909	BRANNAN SAND & GRAVEL COMPANY	01/08/18	298.89
00718669	77095	COMMERCE CITY	01/08/18	100,000.00
00718674	212385	GMCO CORPORATION	01/08/18	28,324.00
00718690	13822	XCEL ENERGY	01/08/18	552.17
00718695	669269	CAMPBELL CAROL S	01/09/18	177.50
00718697	669278	CARTER ROGER D & WEDY RUDDEN	01/09/18	530.00
00718718	670921	LUCERO MARY E & FRANK C	01/09/18	530.00
00718723	669268	NEUBAUER WILLIAM	01/09/18	177.50
00718766	212385	GMCO CORPORATION	01/09/18	17,885.00
00719001	158184	UTILITY NOTIFICATION CENTER OF	01/12/18	208.80
			Fund Total	151,788.75

Net Warrants by Fund Detail

19 Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718744	492573	ADVANCED URGENT CARE AND OCC M	01/09/18	220.00
00718762	541231	FINELINE GRAPHICS	01/09/18	336.25
00718780	215754	PEAK FORM PROFESSIONAL LLC	01/09/18	95.00
00718879	86298	BERG HILL GREENLEAF & RUSCITTI	01/11/18	4,582.69
00718880	419839	CAREHERE LLC	01/11/18	34,925.00
00718901	27429	ARTHUR J GALLAGHER	01/11/18	29,970.00
00718912	34969	FITNESS TECH	01/11/18	275.00
00718941	331018	AED AUTHORITY	01/11/18	7,215.00
00718944	671326	BOYETTE BERNITA	01/11/18	203.29
00718947	419839	CAREHERE LLC	01/11/18	913.00
00718979	11552	VISION SERVICE PLAN-CONNECTICU	01/11/18	1,954.17
00718980	11552	VISION SERVICE PLAN-CONNECTICU	01/11/18	13,141.27
00718982	103918	WORTHINGTON HELEN	01/11/18	239.28
00718984	419839	CAREHERE LLC	01/12/18	27,255.94
00718987	548807	EMPLOYERS UNITY LLC	01/12/18	1,807.00
Fund Total				123,132.89

County of Adams
Net Warrants by Fund Detail

25

Waste Management Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718893	433702	QUANTUM WATER CONSULTING	01/11/18	9,858.13
			Fund Total	9,858.13

Net Warrants by Fund Detail

27

Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718797	1007	UNITED POWER (UNION REA)	01/09/18	50.05
Fund Total				50.05

Net Warrants by Fund Detail

28

Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718903	3020	BENNETT TOWN OF	01/11/18	80,000.00
00718935	37327	THORNTON CITY OF	01/11/18	711.00
			Fund Total	80,711.00

Net Warrants by Fund Detail

31

Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718856	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718857	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718858	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718859	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718860	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718861	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718862	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718863	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718864	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718865	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718866	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718867	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718868	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718869	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718870	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718871	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718872	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718873	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718874	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718875	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718876	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718877	8801361	ADAMS COUNTY SHERIFF DEPT	01/11/18	5.00
00718881	245316	CARNATION BUILDING SERVICES IN	01/11/18	2,085.65
00718883	5078	COLO DEPT OF HUMAN SERVICES	01/11/18	196.00
00718890	79121	MEADOW GOLD DAIRY	01/11/18	1,412.70
00718945	45333	BRAGGS- JONES SHONDRELA	01/11/18	73.83
00718949	37266	CENTURY LINK	01/11/18	132.37
00718950	37266	CENTURY LINK	01/11/18	337.09
00718951	37266	CENTURY LINK	01/11/18	98.68
00718952	37266	CENTURY LINK	01/11/18	1,129.93
00718960	434213	HAGER MICHAEL	01/11/18	95.66
00718971	290050	RODRIGUEZ JAMIE	01/11/18	44.08
00718976	8803775	TRI COUNTY HEALTH DEPT	01/11/18	190.00
00718977	8803775	TRI COUNTY HEALTH DEPT	01/11/18	235.00
00718981	354139	WALMSLEY NATASHA	01/11/18	36.59
00718985	166025	CHILDRENS HOSPITAL	01/12/18	1,487.50

County of Adams
Net Warrants by Fund Detail

31

Head Start Fund

Warrant

Supplier No

Supplier Name

Warrant Date

Amount

Fund Total

7,665.08

Net Warrants by Fund Detail

35

Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718899	36820	AGUINIGA CAROL	01/11/18	72.23
00718900	373693	ARNEACH ANGELA	01/11/18	12.31
00718902	35827	BANKS RACHEL	01/11/18	86.67
00718904	369657	BERNAL JUAN FELIPE	01/11/18	48.69
00718905	35563	CASTILLO YVONNE	01/11/18	12.84
00718906	90879	CHAVEZ BELIA P	01/11/18	11.77
00718909	354196	DUKE STEPHANI	01/11/18	82.39
00718911	38689	ELLIS CHARLES	01/11/18	62.06
00718913	369792	FLORES MICHAEL	01/11/18	47.62
00718914	843241	GLASSER NOELLE	01/11/18	64.20
00718916	553649	HORNER ANDREW	01/11/18	80.25
00718917	443755	HUTCHINS ATHENAS	01/11/18	39.06
00718922	62480	MARTINEZ MARTHA	01/11/18	38.52
00718923	580067	MCBOAT GREG	01/11/18	54.57
00718924	78254	MEDINA KRISTINA	01/11/18	23.54
00718925	481825	PARRA ALDO	01/11/18	211.86
00718926	40920	POST REBECCA	01/11/18	26.75
00718928	915166	RODRIGUEZ SONIA	01/11/18	263.76
00718929	199912	SALVADOR THERESA	01/11/18	59.92
00718930	470649	SANTINO HEATHER	01/11/18	23.01
00718931	357890	SCHAGER BRETT	01/11/18	89.35
00718937	90483	YEPEZ JAYMI	01/11/18	81.86
00718983	671056	ARAGON ADRIAN	01/12/18	80.00
00718986	671054	DELSORDO AUSTIN	01/12/18	20.00
00718989	671055	LAWRENCE JANISE	01/12/18	25.00
00718990	671057	MCCULLOUGH BRIANNA	01/12/18	80.00
00718991	659286	PAREDES CINDY	01/12/18	20.00

Fund Total**1,718.23**

Net Warrants by Fund Detail

43

Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718675	358103	KIMLEY-HORN AND ASSOCIATES INC	01/08/18	34,271.00
00718936	41127	THYSSENKRUPP ELEVATOR CORP	01/11/18	300.00
00718997	66264	SYSTEMS GROUP	01/12/18	231.25
Fund Total				34,802.25

Net Warrants by Fund Detail

44

Water and Wastewater Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00718755	2381	COLO ANALYTICAL LABORATORY	01/09/18	70.00
Fund Total				70.00

County of Adams
Net Warrants by Fund Detail

Grand Total 2,398,900.56

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	SYSTEMS GROUP	00043	916535	296404	12/29/17	<u>231.25</u>
					Account Total	<u>231.25</u>
					Department Total	<u><u>231.25</u></u>

County of Adams
Vendor Payment Report

<u>99800</u>	<u>All Ofc Shared Direct</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	DUKE STEPHANI	00035	916683	296557	12/31/17	<u>82.39</u>
					Account Total	<u>82.39</u>
					Department Total	<u><u>82.39</u></u>

County of Adams
Vendor Payment Report

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	VOGEL MARLA	00001	916218	296147	12/29/17	16.37
					Account Total	16.37
	Temporary Labor					
	RANDSTAD US LP	00001	916800	296671	12/29/17	762.55
					Account Total	762.55
					Department Total	778.92

County of Adams
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Legal Notices					
	I70 SCOUT THE	00001	916542	296406	12/29/17	37.44
	I70 SCOUT THE	00001	916785	296598	12/29/17	34.56
					Account Total	72.00
	Special Events					
	BOYS AND GIRLS CLUB OF METRO D	00001	916543	296409	12/29/17	1,500.00
	LIBERTY DAY	00001	916635	296454	01/05/18	1,000.00
					Account Total	2,500.00
					Department Total	2,572.00

County of Adams
Vendor Payment Report

<u>1024</u>	<u>Budget Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	DUNCAN NANCY	00001	916219	296147	12/29/17	100.00
					Account Total	100.00
	Legal Notices					
	COLORADO COMMUNITY MEDIA	00001	916498	296377	12/29/17	22.70
					Account Total	22.70
					Department Total	122.70

County of Adams
Vendor Payment Report

<u>3064</u>	<u>Building Safety</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	SNIDER ROBERT	00001	916801	296671	12/29/17	190.00
	SNIDER ROBERT	00001	916802	296671	01/09/18	85.00
					Account Total	<u>275.00</u>
					Department Total	<u><u>275.00</u></u>

County of Adams
Vendor Payment Report

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COLO CORRECTIONAL INDUSTRIES	00004	917038	296975	12/29/17	7,590.00
	SOUTHWESTERN PAINTING	00004	917217	297141	12/29/17	8,835.00
	VERITIV OPERATING COMPANY	00004	916661	296541	12/29/17	306.00
	VERITIV OPERATING COMPANY	00004	916662	296541	12/29/17	38.50
	VERITIV OPERATING COMPANY	00004	916663	296541	12/29/17	2,235.00
	VERITIV OPERATING COMPANY	00004	916664	296541	12/29/17	1,677.00
	VERITIV OPERATING COMPANY	00004	916665	296541	12/29/17	467.00
					Account Total	21,148.50
					Department Total	21,148.50

County of Adams
Vendor Payment Report

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
Education & Training						
	ANDERSON RITA	00001	916605	296438	12/29/17	44.95
	COLO ASSESSORS ASSN	00001	916380	296199	01/03/18	160.00
					Account Total	204.95
Maintenance Contracts						
	COSTAR REALTY INFORMATION INC	00001	916381	296199	01/03/18	10,546.63
	HARRIS SYSTEMS USA INC	00001	916382	296199	01/03/18	148,499.37
					Account Total	159,046.00
Membership Dues						
	COLO ASSESSORS ASSN	00001	916379	296199	01/03/18	3,125.00
	INTL ASSN OF ASSESSING OFFICE	00001	916383	296199	01/03/18	210.00
	INTL ASSN OF ASSESSING OFFICE	00001	916384	296199	01/03/18	210.00
					Account Total	3,545.00
Operating Supplies						
	ALL COPY PRODUCTS INC	00001	916602	296438	12/29/17	204.94
	ALL COPY PRODUCTS INC	00001	916603	296438	12/29/17	87.95
	ALL COPY PRODUCTS INC	00001	916604	296438	12/29/17	204.94
					Account Total	497.83
Subscrip/Publications						
	BURBACH JAMES R MAI	00001	916606	296438	12/29/17	70.00
					Account Total	70.00
					Department Total	163,363.78

County of Adams
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Messenger/Delivery Service					
	FEDERAL EXPRESS CO	00001	916524	296392	12/29/17	173.83
					Account Total	173.83
	Mileage Reimbursements					
	VIS KELLY C	00001	916519	296392	12/29/17	16.10
					Account Total	16.10
	Other Professional Serv					
	METROWEST NEWSPAPERS	00001	916520	296392	12/29/17	15.40
	METROWEST NEWSPAPERS	00001	916521	296392	12/29/17	28.16
					Account Total	43.56
					Department Total	233.49

County of Adams
Vendor Payment Report

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	COLO COUNTY TREASURERS ASSN	00001	916671	296552	01/08/18	400.00
					Account Total	400.00
	Other Professional Serv					
	ROCKY MTN MICROFILM & IMAGING	00001	916670	296551	12/29/17	7,257.00
					Account Total	7,257.00
	Postage & Freight					
	MASTERS TOUCH LLC	00001	916672	296552	01/08/18	56,500.00
					Account Total	56,500.00
	Special Events					
	MASTERS TOUCH LLC	00001	916669	296551	12/29/17	50.00
					Account Total	50.00
					Department Total	<u>64,207.00</u>

County of Adams
Vendor Payment Report

<u>1074</u>	<u>CA- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Safety-Drug & AI Test/Med Cert					
	ADVANCED URGENT CARE AND OCC M	00019	916522	296392	12/29/17	220.00
	PEAK FORM PROFESSIONAL LLC	00019	916523	296392	12/29/17	95.00
					Account Total	315.00
					Department Total	315.00

County of Adams
Vendor Payment Report

<u>1094</u>	<u>CED Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GREENLAND JOELLE	00001	916404	296147	12/29/17	59.48
					Account Total	59.48
					Department Total	59.48

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	FISHER JULIE	00001	916483	296373	12/29/17	368.62
	GARCIA VALENTINA C	00001	916453	296308	12/29/17	68.37
	WEIR SUCORA	00001	916454	296308	12/29/17	49.22
					Account Total	<u>486.21</u>
					Department Total	<u><u>486.21</u></u>

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Destruction of Records					
	SHRED IT USA LLC	00001	916782	296589	12/29/17	30.00
	SHRED IT USA LLC	00001	916782	296589	12/29/17	30.00
					Account Total	60.00
	Education & Training					
	COLO SUPREME COURT	00001	916789	296599	01/08/18	50.00
					Account Total	50.00
	Mileage Reimbursements					
	LINDSAY SUE	00001	916780	296589	12/29/17	31.99
					Account Total	31.99
	Other Professional Serv					
	GILPIN COUNTY COURT CLERK OF	00001	916786	296599	01/08/18	2.25
	RESER GARY	00001	916781	296589	12/29/17	770.06
	WACHTEL MAXIMILLIAN PHD LLC	00001	916784	296589	12/29/17	5,565.00
					Account Total	6,337.31
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	916787	296599	01/08/18	64.28
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	916787	296599	01/08/18	81.25
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	916787	296599	01/08/18	92.22
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	917004	296891	01/10/18	94.38
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	917004	296891	01/10/18	283.12
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	917004	296891	01/10/18	77.52
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	917004	296891	01/10/18	127.66
	AUTERI ANDREW	00001	916778	296589	12/29/17	20.00
	EILERS TYLER	00001	917005	296891	01/10/18	37.44
	LIAO MICHAEL	00001	916779	296589	12/29/17	316.05
					Account Total	1,193.92
					Department Total	7,673.22

County of Adams
Vendor Payment Report

<u>7041</u>	<u>Economic Development Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ADAMS COUNTY EDUCATION CONSORT	00001	917032	296971	01/11/18	<u>850.00</u>
					Account Total	<u>850.00</u>
					Department Total	<u><u>850.00</u></u>

County of Adams
Vendor Payment Report

<u>99500</u>	<u>Employment First</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ARNEACH ANGELA	00035	916678	296557	12/31/17	12.31
	FLORES MICHAEL	00035	916685	296557	12/31/17	47.62
	HORNER ANDREW	00035	916687	296557	12/31/17	80.25
	MEDINA KRISTINA	00035	916691	296557	12/31/17	23.54
	SALVADOR THERESA	00035	916695	296557	12/31/17	59.92
	YEPEZ JAYMI	00035	916698	296557	12/31/17	81.86
					Account Total	305.50
					Department Total	305.50

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	FACTORY MOTOR PARTS	00006	916795	296620	12/29/17	7,526.00
	SAM HILL OIL INC	00006	916796	296620	12/29/17	1,058.52
	SAM HILL OIL INC	00006	916937	296840	12/29/17	12,757.33
	SPRADLEY BARR FORD GREELEY	00006	917031	296970	01/11/18	30,245.00
	WEX BANK	00006	916936	296840	12/29/17	2,109.04
					Account Total	53,695.89
					Department Total	53,695.89

County of Adams
Vendor Payment Report

<u>9243</u>	<u>Extension - Family & Consumer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	916501	296381	12/29/17	<u>41.15</u>
					Account Total	<u>41.15</u>
					Department Total	<u><u>41.15</u></u>

County of Adams
Vendor Payment Report

<u>9240</u>	<u>Extension - Horticulture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	916501	296381	12/29/17	<u>41.15</u>
					Account Total	<u>41.15</u>
					Department Total	<u><u>41.15</u></u>

County of Adams
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	916501	296381	12/29/17	96.35
					Account Total	96.35
					Department Total	96.35

County of Adams
Vendor Payment Report

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	916501	296381	12/29/17	41.15
	VERIZON WIRELESS	00001	916501	296381	12/29/17	41.15
	VERIZON WIRELESS	00001	916501	296381	12/29/17	41.15
					Account Total	123.45
	Other Professional Serv					
	CSU EXTENSION	00001	916371	296195	12/29/17	1,276.01
					Account Total	1,276.01
					Department Total	1,399.46

County of Adams
Vendor Payment Report

<u>5025</u>	<u>Facilities Club House Maint.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	AAA PEST PROS	00005	916823	296690	12/29/17	<u>35.00</u>
					Account Total	<u>35.00</u>
					Department Total	<u><u>35.00</u></u>

County of Adams
Vendor Payment Report

<u>1017</u>	<u>Finance Purchasing</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ELLIS HEIDI	00001	916496	296377	12/29/17	48.15
					Account Total	48.15
	Travel & Transportation					
	ELLIS HEIDI	00001	916405	296147	12/29/17	157.50
					Account Total	157.50
					Department Total	205.65

County of Adams
Vendor Payment Report

<u>9114</u>	<u>Fleet- Commerce</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	DIETRICH HERMAN A	00006	916719	296574	01/08/18	<u>800.00</u>
					Account Total	<u>800.00</u>
					Department Total	<u><u>800.00</u></u>

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	KIMLEY-HORN AND ASSOCIATES INC	00043	916638	296541	12/29/17	34,271.00
	THYSSENKRUPP ELEVATOR CORP	00043	916904	296838	01/10/18	300.00
					Account Total	<u>34,571.00</u>
					Department Total	<u><u>34,571.00</u></u>

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7981	00001	916477	296372	12/20/17	348.53
	Energy Cap Bill ID=7982	00001	916478	296372	12/19/17	888.64
	Energy Cap Bill ID=7983	00001	916479	296372	12/20/17	357.19
	Energy Cap Bill ID=7991	00001	916480	296372	12/19/17	93.31
					Account Total	1,687.67
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	200.00
					Account Total	200.00
	Mileage Reimbursements					
	DOUGLASS CHRISTOPHER	00001	916530	296387	12/29/17	17.39
	EVANOFF MATTHEW	00001	916814	296690	12/29/17	41.73
	RYSKA PAVEL	00001	916528	296387	12/29/17	16.05
					Account Total	75.17
	Software and Licensing					
	STANLEY CONVERGENT SECURITY S	00001	916815	296690	12/29/17	167.00
					Account Total	167.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8000	00001	917072	297000	01/02/18	70.67
					Account Total	70.67
					Department Total	2,200.51

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7992	00001	916472	296372	12/20/17	73.20
	Energy Cap Bill ID=8027	00001	917067	297000	01/01/18	450.93
	Energy Cap Bill ID=8029	00001	917068	297000	01/03/18	336.62
					Account Total	860.75
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	80.00
					Account Total	80.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7999	00001	917069	297000	01/01/18	78.45
					Account Total	78.45
					Department Total	1,019.20

County of Adams
Vendor Payment Report

<u>1066</u>	<u>FO - ADA</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	FREEMAN SIGNS INC	00001	916515	296387	12/29/17	4,070.00
	ROCKY MOUNTAIN PARKING LOT SER	00001	916508	296387	12/29/17	905.00
	ROCKY MOUNTAIN PARKING LOT SER	00001	916509	296387	12/29/17	624.00
	ROCKY MOUNTAIN PARKING LOT SER	00001	916511	296387	12/29/17	340.00
					Account Total	<u>5,939.00</u>
					Department Total	<u><u>5,939.00</u></u>

County of Adams
Vendor Payment Report

<u>1113</u>	<u>FO - Children & Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	<u>40.00</u>
					Account Total	<u>40.00</u>
					Department Total	<u><u>40.00</u></u>

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	<u>60.00</u>
					Account Total	<u>60.00</u>
					Department Total	<u><u>60.00</u></u>

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8008	00001	917086	297000	12/27/17	1,352.04
	Energy Cap Bill ID=8014	00001	917087	297000	12/27/17	5,297.34
					Account Total	6,649.38
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	60.00
					Account Total	60.00
					Department Total	6,709.38

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8007	00050	917092	297000	12/27/17	346.25
	Energy Cap Bill ID=8010	00050	917093	297000	12/27/17	177.29
	Energy Cap Bill ID=8011	00050	917094	297000	12/27/17	41.20
	Energy Cap Bill ID=8012	00050	917095	297000	12/27/17	1,568.22
	Energy Cap Bill ID=8016	00050	917096	297000	12/27/17	233.16
					Account Total	2,366.12
	Maintenance Contracts					
	AAA PEST PROS	00050	916823	296690	12/29/17	40.00
					Account Total	40.00
					Department Total	2,406.12

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	BROWN BROTHERS WATERPROOFING L	00001	916816	296690	12/29/17	4,500.00
	PPS INTERIORS	00001	916817	296690	12/29/17	928.00
	PPS INTERIORS	00001	916818	296690	12/29/17	908.00
					Account Total	6,336.00
	Gas & Electricity					
	Energy Cap Bill ID=7986	00001	916475	296372	12/22/17	3,971.69
					Account Total	3,971.69
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	145.00
	SUMMIT LABORATORIES INC	00001	916529	296387	12/29/17	480.00
					Account Total	625.00
	Repair & Maint Supplies					
	PENNQUICK SPECIALTIES	00001	916527	296387	12/29/17	2,380.00
					Account Total	2,380.00
					Department Total	13,312.69

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COLO DOORWAYS INC	00001	916507	296387	12/29/17	4,212.00
	TOTAL PLUMBING INC	00001	916513	296387	12/29/17	4,625.00
					Account Total	8,837.00
	Gas & Electricity					
	Energy Cap Bill ID=7987	00001	916467	296372	12/22/17	159.65
	Energy Cap Bill ID=7988	00001	916468	296372	12/22/17	1,783.20
	Energy Cap Bill ID=7990	00001	916469	296372	12/22/17	3,642.62
	Energy Cap Bill ID=8031	00001	917063	297000	01/02/18	1,553.61
					Account Total	7,139.08
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	160.00
					Account Total	160.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7993	00001	916470	296372	12/20/17	169.31
					Account Total	169.31
					Department Total	16,305.39

County of Adams
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7989	00001	916465	296372	12/22/17	2,697.43
					Account Total	<u>2,697.43</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	50.00
					Account Total	<u>50.00</u>
					Department Total	<u><u>2,747.43</u></u>

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7979	00001	916471	296372	12/20/17	3,205.92
	Energy Cap Bill ID=8001	00001	917064	297000	12/27/17	59.77
	Energy Cap Bill ID=8013	00001	917065	297000	12/27/17	22,208.10
					Account Total	25,473.79
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	110.00
					Account Total	110.00
					Department Total	25,583.79

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	C & R ELECTRICAL CONTRACTORS I	00001	916517	296387	12/29/17	170.00
	SOUTHWESTERN PAINTING	00001	916820	296690	12/29/17	3,727.00
	SPECTRA CONTRACT FLOORING SERV	00001	916518	296387	12/29/17	210.00
					Account Total	4,107.00
	Gas & Electricity					
	Energy Cap Bill ID=7977	00001	916481	296372	12/20/17	10,459.58
	Energy Cap Bill ID=7985	00001	916482	296372	12/22/17	837.84
	Energy Cap Bill ID=8002	00001	917088	297000	12/27/17	8,272.27
	Energy Cap Bill ID=8003	00001	917089	297000	12/27/17	74.11
	Energy Cap Bill ID=8004	00001	917090	297000	12/27/17	18,516.63
	Energy Cap Bill ID=8005	00001	917091	297000	12/27/17	612.24
					Account Total	38,772.67
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	325.00
					Account Total	325.00
					Department Total	43,204.67

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	AMERICAN MECHANICAL	00001	916822	296690	12/29/17	285.00
	PPS INTERIORS	00001	916819	296690	12/29/17	1,385.00
					Account Total	1,670.00
	Gas & Electricity					
	Energy Cap Bill ID=8009	00001	917066	297000	12/28/17	8,773.14
					Account Total	8,773.14
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	668.00
					Account Total	668.00
					Department Total	11,111.14

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	SOUTHWESTERN PAINTING	00001	916512	296387	12/29/17	2,563.00
					Account Total	2,563.00
	Gas & Electricity					
	Energy Cap Bill ID=7980	00001	916473	296372	12/20/17	1,608.57
	Energy Cap Bill ID=7984	00001	916474	296372	12/22/17	11,116.85
					Account Total	12,725.42
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	65.00
					Account Total	65.00
	Repair & Maint Supplies					
	AGFINITY INC	00001	916514	296387	12/29/17	2,496.36
					Account Total	2,496.36
					Department Total	17,849.78

County of Adams
Vendor Payment Report

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7978	00001	916466	296372	12/20/17	1,562.53
	Energy Cap Bill ID=8028	00001	917062	297000	01/03/18	1,715.73
					Account Total	<u>3,278.26</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	55.00
					Account Total	<u>55.00</u>
					Department Total	<u><u>3,333.26</u></u>

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8006	00001	917084	297000	12/27/17	1,510.98
	Energy Cap Bill ID=8030	00001	917085	297000	01/03/18	4,113.57
					Account Total	<u>5,624.55</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	55.00
					Account Total	<u>55.00</u>
					Department Total	<u><u>5,679.55</u></u>

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	916357	296189	12/29/17	405.00
	ADAMSON POLICE PRODUCTS	00001	916358	296189	12/29/17	35,350.00
	ALLIED UNIVERSAL SECURITY SERV	00001	916851	296711	12/29/17	17,200.13
	ALLIED UNIVERSAL SECURITY SERV	00001	916853	296711	12/29/17	15,912.58
	ARMORED KNIGHTS INC	00001	916657	296541	12/29/17	332.44
	ARMORED KNIGHTS INC	00001	916657	296541	12/29/17	332.44
	ARMORED KNIGHTS INC	00001	916657	296541	12/29/17	332.44
	ARMORED KNIGHTS INC	00001	916657	296541	12/29/17	332.44
	ARMORED KNIGHTS INC	00001	916657	296541	12/29/17	332.44
	ARMORED KNIGHTS INC	00001	916657	296541	12/29/17	332.44
	ARMORED KNIGHTS INC	00001	916657	296541	12/29/17	332.44
	CHEMATOX LABORATORY INC	00001	916359	296189	12/29/17	845.00
	CHEMATOX LABORATORY INC	00001	916360	296189	12/29/17	270.00
	CML SECURITY LLC	00001	916859	296711	12/29/17	13,333.33
	COLO DIST ATTORNEY COUNCIL	00001	916905	296838	01/10/18	22,357.29
	COLO DIST ATTORNEY COUNCIL	00001	916906	296838	01/10/18	52,234.90
	COMCOR INC	00001	916791	296620	12/29/17	292.64
	CORRECTIONAL MANAGEMENT INC	00001	916733	296576	12/29/17	1,323.08
	CORRECTIONAL MANAGEMENT INC	00001	916733	296576	12/29/17	103.29
	DENOVO VENTURES LLC	00001	916913	296840	12/29/17	277.50
	DOCU TEK INC	00001	916361	296189	12/29/17	1,250.00
	FINELINE GRAPHICS	00001	916461	296317	12/29/17	6,951.90
	GALLS LLC	00001	916942	296851	01/10/18	80.76
	GALLS LLC	00001	916943	296851	01/10/18	39.69
	GALLS LLC	00001	916944	296851	01/10/18	1,477.14
	GALLS LLC	00001	916945	296851	01/10/18	395.03
	GALLS LLC	00001	916946	296851	01/10/18	165.95
	GALLS LLC	00001	916947	296851	01/10/18	179.95
	GALLS LLC	00001	916948	296851	01/10/18	121.14
	GALLS LLC	00001	916949	296851	01/10/18	48.95
	GALLS LLC	00001	916950	296851	01/10/18	6.95
	GARFIELD COUNTY COMMUNITY CORR	00001	916732	296576	12/29/17	1,323.08
	GENERAL NETWORKS	00001	916912	296840	12/29/17	1,290.90
	GEO GROUP INC	00001	916734	296576	12/29/17	1,323.08
	GEO GROUP INC	00001	916734	296576	12/29/17	292.64
	IDEXX DISTRIBUTION INC	00001	916797	296620	12/29/17	60.85

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	INSIGHT PUBLIC SECTOR	00001	916910	296840	12/29/17	11,794.48
	INSIGHT PUBLIC SECTOR	00001	917040	296975	12/29/17	17,509.00
	INSIGHT PUBLIC SECTOR	00001	917041	296975	12/29/17	3,568.50
	INTERVENTION COMMUNITY CORRECT	00001	916887	296739	12/29/17	2,219.36
	INTERVENTION COMMUNITY CORRECT	00001	916887	296739	12/29/17	841.46
	INTERVENTION COMMUNITY CORRECT	00001	916888	296739	12/29/17	717.32
	INTERVENTION COMMUNITY CORRECT	00001	916889	296739	12/29/17	1,076.98
	INTERVENTION COMMUNITY CORRECT	00001	916889	296739	12/29/17	1,323.08
	JACHIMIAK PETERSON LLC	00001	916915	296840	12/29/17	17,932.04
	JACHIMIAK PETERSON LLC	00001	916916	296840	12/29/17	7,560.00
	KD SERVICE GROUP	00001	916876	296711	12/29/17	478.00
	LARIMER COUNTY COMMUNITY CORRE	00001	916792	296620	12/29/17	213.40
	LARIMER COUNTY COMMUNITY CORRE	00001	916792	296620	12/29/17	312.40
	LATITUDE GEOGRAPHICS GROUP LTD	00001	916914	296840	12/29/17	6,738.75
	LEADS ONLINE LLC	00001	916571	296432	01/05/18	8,627.00
	LEXIS NEXIS MATTHEW BENDER	00001	916880	296711	12/29/17	2,034.99
	MULTICARD	00001	916578	296434	12/29/17	4,183.00
	MURPHY RICK	00001	916883	296711	12/29/17	3,543.83
	NEON RAIN INTERACTIVE LLC	00001	916855	296711	12/29/17	51,220.00
	ORACLE AMERICA INC	00001	916911	296840	12/29/17	37,851.74
	PTS OF AMERICA LLC	00001	916362	296189	12/29/17	1,050.00
	PTS OF AMERICA LLC	00001	916363	296189	12/29/17	1,868.00
	PTS OF AMERICA LLC	00001	916364	296189	12/29/17	896.00
	PTS OF AMERICA LLC	00001	916365	296189	12/29/17	1,012.00
	PTS OF AMERICA LLC	00001	916951	296851	01/10/18	737.00
	PTS OF AMERICA LLC	00001	916952	296851	01/10/18	767.00
	PUBLICATION PRINTERS	00001	917156	297126	01/12/18	14,555.91
	PUBLICATION PRINTERS	00001	917156	297126	01/12/18	707.24
	RED HAWK FIRE & SECURITY	00001	916901	296838	01/10/18	360.00
	RED SKY SOLUTIONS LLC	00001	917039	296975	12/29/17	18,210.00
	ROCKY MTN MICROFILM & IMAGING	00001	916462	296317	12/29/17	2,150.00
	ROCKY MTN MICROFILM & IMAGING	00001	916462	296317	12/29/17	4,055.20
	SANITY SOLUTIONS INC	00001	917212	297141	12/29/17	19,353.67
	SANITY SOLUTIONS INC	00001	917214	297141	12/29/17	45,608.13
	SIRIUS COMPUTER SOLUTIONS INC	00001	916902	296838	01/10/18	56,906.28
	SOUTHWESTERN PAINTING	00001	916653	296541	12/29/17	9,263.00

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SOUTHWESTERN PAINTING	00001	916654	296541	12/29/17	7,364.00
	SOUTHWESTERN PAINTING	00001	917037	296975	12/29/17	11,884.00
	SOUTHWESTERN PAINTING	00001	917218	297141	12/29/17	4,999.00
	SPECTRA CONTRACT FLOORING SERV	00001	916655	296541	12/29/17	2,980.00
	SPECTRA CONTRACT FLOORING SERV	00001	916656	296541	12/29/17	275.00
	STARCHASE LLC	00001	916367	296189	12/29/17	10,710.00
	SUMMIT FOOD SERVICE LLC	00001	916463	296317	12/29/17	27,375.92
	SUMMIT FOOD SERVICE LLC	00001	916464	296317	12/29/17	7,268.64
	T&G PECOS LLC	00001	916574	296432	01/05/18	900.00
	THYSSENKRUPP ELEVATOR CORP	00001	916659	296541	12/29/17	8,814.00
	TIME TO CHANGE	00001	916731	296576	12/29/17	179,780.85
	TIME TO CHANGE	00001	916735	296576	12/29/17	270,335.12
	TIME TO CHANGE	00001	916735	296576	12/29/17	8,631.97
	TIME TO CHANGE	00001	916736	296576	12/29/17	176,661.72
	TIME TO CHANGE	00001	916736	296576	12/29/17	10,712.68
	TOUCH SONIC TECHNOLOGIES INC	00001	917155	297126	01/12/18	17,280.00
	TYGRETT DEBRA R	00001	916953	296851	01/10/18	284.00
	WIRELESS ADVANCED COMMUNICATIO	00001	916369	296189	12/29/17	2,956.00
					Account Total	<u>1,283,365.05</u>
					Department Total	<u><u>1,283,365.05</u></u>

County of Adams
Vendor Payment Report

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fuel, Gas & Oil					
	AGFINITY INC	00005	916434	296297	12/29/17	125.05
	AGFINITY INC	00005	916435	296297	12/29/17	520.80
					Account Total	645.85
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	916437	296297	12/29/17	513.64
	UNITED POWER (UNION REA)	00005	916438	296297	12/29/17	139.59
	UNITED POWER (UNION REA)	00005	916439	296297	12/29/17	3,003.40
	UNITED POWER (UNION REA)	00005	916441	296297	12/29/17	3,456.55
	XCEL ENERGY	00005	916440	296297	12/29/17	777.68
	XCEL ENERGY	00005	916442	296297	12/29/17	550.75
					Account Total	8,441.61
					Department Total	9,087.46

County of Adams
Vendor Payment Report

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	916436	296297	12/29/17	254.82
	UNITED POWER (UNION REA)	00005	916441	296297	12/29/17	2,543.06
	XCEL ENERGY	00005	916442	296297	12/29/17	729.08
					Account Total	<u>3,526.96</u>
					Department Total	<u><u>3,526.96</u></u>

County of Adams
Vendor Payment Report

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	AURORA CHAMBER OF COMMERCE	00001	916495	296377	12/29/17	10,000.00
	CCI	00001	917033	296971	01/11/18	60,000.00
					Account Total	<u>70,000.00</u>
	Other Professional Serv					
	GABRIEL ROEDER SMITH & COMPANY	00001	916886	296715	12/01/17	1,000.00
					Account Total	<u>1,000.00</u>
					Department Total	<u><u>71,000.00</u></u>

County of Adams
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CARNATION BUILDING SERVICES IN	00031	916935	296840	12/29/17	1,988.00
	CARNATION BUILDING SERVICES IN	00031	916935	296840	12/29/17	97.65
	CHILDRENS HOSPITAL	00031	917215	297141	12/29/17	1,487.50
	MEADOW GOLD DAIRY	00031	916921	296840	12/29/17	69.25
	MEADOW GOLD DAIRY	00031	916922	296840	12/29/17	124.65
	MEADOW GOLD DAIRY	00031	916923	296840	12/29/17	124.65
	MEADOW GOLD DAIRY	00031	916924	296840	12/29/17	69.25
	MEADOW GOLD DAIRY	00031	916925	296840	12/29/17	83.10
	MEADOW GOLD DAIRY	00031	916926	296840	12/29/17	110.80
	MEADOW GOLD DAIRY	00031	916927	296840	12/29/17	138.50
	MEADOW GOLD DAIRY	00031	916928	296840	12/29/17	69.25
	MEADOW GOLD DAIRY	00031	916929	296840	12/29/17	69.25
	MEADOW GOLD DAIRY	00031	916930	296840	12/29/17	69.25
	MEADOW GOLD DAIRY	00031	916931	296840	12/29/17	110.80
	MEADOW GOLD DAIRY	00031	916932	296840	12/29/17	207.75
	MEADOW GOLD DAIRY	00031	916933	296840	12/29/17	96.95
	MEADOW GOLD DAIRY	00031	916934	296840	12/29/17	69.25
					Account Total	4,985.85
					Department Total	4,985.85

County of Adams
Vendor Payment Report

<u>1015</u>	<u>Human Resources- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	HOGLUND CAITLIN	00001	916891	296742	12/29/17	58.32
	SCHROEDER GINGER AUDREY	00001	916896	296742	12/29/17	124.01
					Account Total	182.33
	Other Professional Serv					
	SHRED IT USA LLC	00001	916895	296742	12/29/17	100.00
					Account Total	100.00
	Tuition Reimbursement					
	JARAMILLO RENAE	00001	916892	296742	12/29/17	1,261.15
	MARTINEZ DOMINIC A	00001	916894	296742	12/29/17	1,971.00
					Account Total	3,232.15
					Department Total	3,514.48

County of Adams
Vendor Payment Report

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7994	00001	916476	296372	12/28/17	889.45
	Energy Cap Bill ID=7995	00001	917070	297000	12/28/17	19,172.79
	Energy Cap Bill ID=7996	00001	917071	297000	12/29/17	13,605.40
					Account Total	33,667.64
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	125.00
					Account Total	125.00
	Minor Equipment					
	HILLYARD - DENVER	00001	916504	296387	12/29/17	2,189.00
					Account Total	2,189.00
	Repair & Maint Supplies					
	AED AUTHORITY	00001	916821	296690	12/29/17	4,852.00
					Account Total	4,852.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7976	00001	916403	296262	12/21/17	1,745.70
					Account Total	1,745.70
					Department Total	42,579.34

County of Adams
Vendor Payment Report

<u>935118</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
Licenses and Fees						
	TRI COUNTY HEALTH DEPT	00031	916788	296571	12/29/17	190.00
	TRI COUNTY HEALTH DEPT	00031	916790	296571	12/29/17	235.00
Account Total						425.00
Mileage Reimbursements						
	BRAGGS- JONES SHONDRELA	00031	916699	296571	12/29/17	73.83
	HAGER MICHAEL	00031	916704	296571	12/29/17	95.66
	RODRIGUEZ JAMIE	00031	916705	296571	12/29/17	44.08
	WALMSLEY NATASHA	00031	916706	296571	12/29/17	36.59
Account Total						250.16
Other Professional Serv						
	ADAMS COUNTY SHERIFF DEPT	00031	916707	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916708	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916709	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916710	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916711	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916713	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916714	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916715	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916716	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916717	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916718	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916720	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916721	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916722	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916723	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916724	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916725	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916726	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916727	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916728	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916729	296572	01/08/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	916783	296572	01/08/18	5.00
	COLO DEPT OF HUMAN SERVICES	00031	916730	296572	01/08/18	168.00
	COLO DEPT OF HUMAN SERVICES	00031	916730	296572	01/08/18	28.00

County of Adams
Vendor Payment Report

<u>935118</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
					Account Total	306.00
	Telephone					
	CENTURY LINK	00031	916700	296571	12/29/17	132.37
	CENTURY LINK	00031	916701	296571	12/29/17	337.09
	CENTURY LINK	00031	916702	296571	12/29/17	98.68
	CENTURY LINK	00031	916703	296571	12/29/17	1,129.93
					Account Total	1,698.07
					Department Total	<u>2,679.23</u>

County of Adams
Vendor Payment Report

<u>1034</u>	<u>HR- Social Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	JONES AMY	00001	916893	296742	12/29/17	<u>306.50</u>
					Account Total	<u>306.50</u>
					Department Total	<u><u>306.50</u></u>

County of Adams
Vendor Payment Report

<u>8622</u>	<u>Insurance -Benefits & Wellness</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CAREHERE LLC	00019	916810	296686	12/29/17	913.00
	FITNESS TECH	00019	916890	296742	12/29/17	275.00
					Account Total	<u>1,188.00</u>
					Department Total	<u><u>1,188.00</u></u>

County of Adams
Vendor Payment Report

19	Insurance Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	AED AUTHORITY	00019	917036	296970	01/11/18	7,215.00
	ARTHUR J GALLAGHER	00019	916907	296838	01/10/18	29,970.00
	BERG HILL GREENLEAF & RUSCITTI	00019	916920	296840	12/29/17	4,582.69
	CAREHERE LLC	00019	916917	296840	12/29/17	8,705.50
	CAREHERE LLC	00019	916917	296840	12/29/17	8,757.00
	CAREHERE LLC	00019	916918	296840	12/29/17	8,669.50
	CAREHERE LLC	00019	916918	296840	12/29/17	8,703.00
	CAREHERE LLC	00019	916918	296840	12/29/17	36.00
	CAREHERE LLC	00019	916918	296840	12/29/17	54.00
	CAREHERE LLC	00019	917211	297141	12/29/17	3,387.97
	CAREHERE LLC	00019	917211	297141	12/29/17	1,280.13
	CAREHERE LLC	00019	917211	297141	12/29/17	22,587.84
	EMPLOYERS UNITY LLC	00019	917171	297137	01/12/18	1,807.00
					Account Total	105,755.63
	Retiree Med - Kaiser					
	BOYETTE BERNITA	00019	917034	296971	01/11/18	203.29
	WORTHINGTON HELEN	00019	917035	296971	01/11/18	203.29
					Account Total	406.58
					Department Total	106,162.21

County of Adams
Vendor Payment Report

<u>8614</u>	<u>Insurance- Delta Dental</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins Premium Dental-Delta					
	WORTHINGTON HELEN	00019	917035	296971	01/11/18	<u>35.99</u>
					Account Total	<u>35.99</u>
					Department Total	<u><u>35.99</u></u>

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	FINELINE GRAPHICS	00019	916525	296392	12/29/17	<u>336.25</u>
					Account Total	<u>336.25</u>
					Department Total	<u><u>336.25</u></u>

County of Adams
Vendor Payment Report

<u>8623</u>	<u>Insurance- Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	917017	296895	12/29/17	<u>13,141.27</u>
					Account Total	<u>13,141.27</u>
					Department Total	<u><u>13,141.27</u></u>

County of Adams
Vendor Payment Report

<u>1056</u>	<u>IT Help Desk & Servers</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	ALCHEMY TECHNOLOGY GROUP LLC	00001	916634	296444	12/29/17	<u>4,920.00</u>
					Account Total	<u>4,920.00</u>
					Department Total	<u><u>4,920.00</u></u>

County of Adams
Vendor Payment Report

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	ISP Services					
	COMCAST BUSINESS	00001	916824	296694	01/09/18	<u>1,700.00</u>
					Account Total	<u>1,700.00</u>
					Department Total	<u><u>1,700.00</u></u>

County of Adams
Vendor Payment Report

<u>1019</u>	<u>Mailroom & Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	917061	296998	01/11/18	<u>102.37</u>
					Account Total	<u>102.37</u>
					Department Total	<u><u>102.37</u></u>

County of Adams
Vendor Payment Report

<u>97813</u>	<u>MSFW Housing Inspection</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PARRA ALDO	00035	916692	296557	12/31/17	<u>33.70</u>
					Account Total	<u>33.70</u>
					Department Total	<u><u>33.70</u></u>

County of Adams
Vendor Payment Report

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00027	916416	296267	12/29/17	50.05
					Account Total	50.05
					Department Total	50.05

County of Adams
Vendor Payment Report

<u>6202</u>	<u>Open Space Tax- Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	BENNETT TOWN OF	00028	917002	296289	12/29/17	80,000.00
	THORNTON CITY OF	00028	917003	296289	12/29/17	711.00
					Account Total	80,711.00
					Department Total	80,711.00

County of Adams
Vendor Payment Report

<u>3128</u>	<u>Park 1200-HS</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	PARK 12 HUNDRED OWNERS ASSOCIA	00004	916526	296387	12/29/17	39,913.06
					Account Total	39,913.06
	Other Professional Serv					
	BLUMBERG DOUWE	00004	916409	296147	12/29/17	1,000.00
	CLEARSCAPES INC	00004	916407	296147	12/29/17	1,000.00
	DIBARI INNOVATION DESIGN LLC	00004	916408	296147	12/29/17	1,000.00
	MID OCEAN STUDIO	00004	916406	296147	12/29/17	1,000.00
	RDG PLANNING AND DESIGN	00004	916497	296377	12/29/17	1,000.00
					Account Total	5,000.00
					Department Total	44,913.06

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8015	00001	917073	297000	12/27/17	6,608.68
	Energy Cap Bill ID=8017	00001	917074	297000	12/27/17	113.68
	Energy Cap Bill ID=8018	00001	917075	297000	12/27/17	1,433.09
	Energy Cap Bill ID=8019	00001	917076	297000	12/27/17	106.61
	Energy Cap Bill ID=8020	00001	917077	297000	12/27/17	617.85
	Energy Cap Bill ID=8021	00001	917078	297000	12/27/17	562.46
	Energy Cap Bill ID=8022	00001	917079	297000	12/27/17	904.51
	Energy Cap Bill ID=8023	00001	917080	297000	12/27/17	878.46
	Energy Cap Bill ID=8024	00001	917081	297000	12/27/17	407.36
	Energy Cap Bill ID=8025	00001	917082	297000	12/27/17	383.17
	Energy Cap Bill ID=8026	00001	917083	297000	12/27/17	40.86
					Account Total	12,056.73
	Maintenance Contracts					
	AAA PEST PROS	00001	916823	296690	12/29/17	395.00
					Account Total	395.00
	Other Professional Serv					
	LEWIS HIMES ASSOCIATES INC	00001	916531	296387	12/29/17	3,985.00
					Account Total	3,985.00
					Department Total	16,436.73

County of Adams
Vendor Payment Report

<u>1039</u>	<u>Poverty Reduction</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	O'CONNOR DREW	00001	917014	296895	12/29/17	39.80
	O'CONNOR DREW	00001	917015	296895	12/29/17	70.51
					Account Total	110.31
					Department Total	110.31

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fair Expenses-General					
	INDUSTRIAL LABORATORIES	00001	916386	296195	12/29/17	1,875.00
					Account Total	1,875.00
	Regional Park Rentals					
	BOBCAT OF THE ROCKIES	00001	916412	296267	12/29/17	650.00
	MCCORMACK TIMOTHY	00001	916414	296267	12/29/17	650.00
					Account Total	1,300.00
					Department Total	3,175.00

County of Adams
Vendor Payment Report

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	916430	296290	12/29/17	221.94
	UNITED POWER (UNION REA)	00001	916431	296290	12/29/17	45.35
					Account Total	267.29
	Operating Supplies					
	CINTAS FIRST AID & SAFETY	00001	916413	296267	12/29/17	198.08
					Account Total	198.08
					Department Total	465.37

County of Adams
Vendor Payment Report

<u>5018</u>	<u>PKS- Natural Resources Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CLARK AARON	00001	916411	296267	12/29/17	<u>62.97</u>
					Account Total	<u>62.97</u>
					Department Total	<u><u>62.97</u></u>

County of Adams
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	916427	296290	12/29/17	741.65
	UNITED POWER (UNION REA)	00001	916428	296290	12/29/17	59.83
	XCEL ENERGY	00001	916432	296290	12/29/17	327.02
					Account Total	<u>1,128.50</u>
					Department Total	<u><u>1,128.50</u></u>

County of Adams
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	916429	296290	12/29/17	30.00
					Account Total	30.00
	Water/Sewer/Sanitation					
	WASTE MANAGEMENT	00001	916415	296267	12/29/17	170.44
					Account Total	170.44
					Department Total	<u>200.44</u>

County of Adams
Vendor Payment Report

<u>1038</u>	<u>Regional Affairs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	MIDGLEY ALEXANDRA	00001	916494	296377	12/29/17	<u>232.78</u>
					Account Total	<u>232.78</u>
					Department Total	<u><u>232.78</u></u>

County of Adams
Vendor Payment Report

<u>8624</u>	<u>Retiree-Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	917016	296895	12/29/17	<u>1,954.17</u>
					Account Total	<u>1,954.17</u>
					Department Total	<u><u>1,954.17</u></u>

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALSCO AMERICAN INDUSTRIAL	00013	916643	296541	12/29/17	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	916644	296541	12/29/17	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	916645	296541	12/29/17	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	916646	296541	12/29/17	88.97
	ALSCO AMERICAN INDUSTRIAL	00013	916647	296541	12/29/17	76.10
	ASPHALT SPECIALTIES CO INC	00013	916641	296541	12/29/17	1,158.80
	ASPHALT SPECIALTIES CO INC	00013	916642	296541	12/29/17	1,552.72
	BRANNAN SAND & GRAVEL COMPANY	00013	916639	296541	12/29/17	173.43
	BRANNAN SAND & GRAVEL COMPANY	00013	916640	296541	12/29/17	125.46
	COMMERCE CITY	00013	916660	296541	12/29/17	100,000.00
	GMCO CORPORATION	00013	916648	296541	12/29/17	6,789.00
	GMCO CORPORATION	00013	916649	296541	12/29/17	7,665.00
	GMCO CORPORATION	00013	916650	296541	12/29/17	6,570.00
	GMCO CORPORATION	00013	916651	296541	12/29/17	7,300.00
	GMCO CORPORATION	00013	916793	296620	12/29/17	7,665.00
	GMCO CORPORATION	00013	916794	296620	12/29/17	10,220.00
	UTILITY NOTIFICATION CENTER OF	00013	917220	297141	12/29/17	119.45
	UTILITY NOTIFICATION CENTER OF	00013	917220	297141	12/29/17	89.35
	XCEL ENERGY	00013	916652	296541	12/29/17	552.17
					Account Total	150,373.75
					Department Total	150,373.75

County of Adams
Vendor Payment Report

<u>2004</u>	<u>Sheriff Training</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	SHRED IT USA LLC	00001	916457	296302	12/29/17	82.77
					Account Total	82.77
	Travel & Transportation					
	BENSON RICHARD A	00001	916336	296178	01/03/18	256.00
	KELSAY, KARMEN	00001	916337	296178	01/03/18	256.00
	MCKINNEY MICHAEL	00001	916339	296178	01/03/18	256.00
	MOORE GABRIEL	00001	916340	296178	01/03/18	256.00
					Account Total	1,024.00
					Department Total	1,106.77

County of Adams
Vendor Payment Report

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	SHRED IT USA LLC	00001	916457	296302	12/29/17	<u>82.76</u>
					Account Total	<u>82.76</u>
					Department Total	<u><u>82.76</u></u>

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	FLORIDA CRIME PREVENTION ASSOC	00001	916455	296302	12/29/17	750.00
					Account Total	750.00
	Membership Dues					
	COUNTY SHERIFFS OF COLO	00001	916590	296437	01/05/18	17,911.43
					Account Total	17,911.43
	Travel & Transportation					
	NIELSEN SUSAN G	00001	916341	296178	01/03/18	138.00
	SEDILLO JASON	00001	916342	296178	01/03/18	138.00
	STRITT KRISTI	00001	916343	296178	01/03/18	138.00
					Account Total	414.00
	Uniforms & Cleaning					
	ADAMSON POLICE PRODUCTS	00001	916446	296302	12/29/17	100.14
	GALLS LLC	00001	916452	296302	12/29/17	118.59
					Account Total	218.73
					Department Total	19,294.16

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	CARILLO MARIO	00001	916537	296403	12/29/17	19.00
	HOLST AND BOETTCHER	00001	916532	296403	12/29/17	19.00
	LEACHMAN, MARK A	00001	916533	296403	12/29/17	19.00
	MONOYA TONY	00001	916539	296403	12/29/17	66.00
	MONTGOMERY JOHN RALPH	00001	916538	296403	12/29/17	19.00
	RODRIGUEZ ANDRE MICHAEL	00001	916540	296403	12/29/17	19.00
	TSCHETTER HAMRICK SULZER	00001	916534	296403	12/29/17	990.00
	VANDEILEN HARRY	00001	916541	296403	12/29/17	19.00
					Account Total	<u>1,170.00</u>
					Department Total	<u><u>1,170.00</u></u>

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	DENVER HEALTH & HOSPITAL AUTHO	00001	916450	296302	12/29/17	680.00
					Account Total	<u>680.00</u>
	Uniforms & Cleaning					
	GALLS LLC	00001	916452	296302	12/29/17	83.30
					Account Total	<u>83.30</u>
					Department Total	<u><u>763.30</u></u>

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	SUMMIT FOOD SERVICE LLC	00001	916459	296302	12/29/17	224.45
					Account Total	224.45
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	916449	296302	12/29/17	291.73
					Account Total	291.73
	Travel & Transportation					
	ARGO SUSAN L	00001	916335	296178	01/03/18	231.00
	LAUGHERY LINDSAY	00001	916338	296178	01/03/18	231.00
					Account Total	462.00
	Uniforms & Cleaning					
	GALLS LLC	00001	916452	296302	12/29/17	118.59
	REEVES COMPANY INC	00001	916456	296302	12/29/17	20.65
					Account Total	139.24
					Department Total	<u>1,117.42</u>

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	COMMUNITY PET HOSPITAL	00001	916448	296302	12/29/17	747.46
					Account Total	747.46
	Uniforms & Cleaning					
	ADAMSON POLICE PRODUCTS	00001	916444	296302	12/29/17	845.00
	ADAMSON POLICE PRODUCTS	00001	916445	296302	12/29/17	845.00
	GALLS LLC	00001	916451	296302	12/29/17	94.56
	GALLS LLC	00001	916452	296302	12/29/17	345.26
					Account Total	2,129.82
					Department Total	2,877.28

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	SHRED IT USA LLC	00001	916458	296302	12/29/17	<u>97.50</u>
					Account Total	<u>97.50</u>
					Department Total	<u><u>97.50</u></u>

County of Adams
Vendor Payment Report

<u>3056</u>	<u>Transportation CIP</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Road & Streets					
	CAMPBELL CAROL S	00013	916410	296147	12/29/17	177.50
	CARTER ROGER D & WEDY RUDDEN	00013	916214	296147	12/29/17	530.00
	LUCERO MARY E & FRANK C	00013	916798	296671	12/29/17	530.00
	NEUBAUER WILLIAM	00013	916213	296147	12/29/17	177.50
					Account Total	<u>1,415.00</u>
					Department Total	<u><u>1,415.00</u></u>

County of Adams
Vendor Payment Report

<u>9291</u>	<u>Veterans Service Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	SHEETZ ROBERT J	00001	917011	296895	12/29/17	91.81
					Account Total	91.81
	Postage & Freight					
	ADCO HUMAN SERVICES DEPT	00001	916799	296671	12/29/17	89.00
					Account Total	89.00
					Department Total	<u>180.81</u>

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BANKS RACHEL	00035	916679	296557	12/31/17	86.67
	BERNAL JUAN FELIPE	00035	916680	296557	12/31/17	48.69
	CASTILLO YVONNE	00035	916681	296557	12/31/17	12.84
	MARTINEZ MARTHA	00035	916689	296557	12/31/17	38.52
	MCBOAT GREG	00035	916690	296557	12/31/17	54.57
	PARRA ALDO	00035	916692	296557	12/31/17	81.86
	RODRIGUEZ SONIA	00035	916694	296557	12/31/17	188.86
					Account Total	512.01
					Department Total	512.01

County of Adams
Vendor Payment Report

<u>97803</u>	<u>Wagner-Peyser Migrant Seasonal</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PARRA ALDO	00035	916692	296557	12/31/17	96.30
	RODRIGUEZ SONIA	00035	916694	296557	12/31/17	74.90
					Account Total	<u>171.20</u>
					Department Total	<u><u>171.20</u></u>

County of Adams
Vendor Payment Report

<u>25</u>	<u>Waste Management Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	QUANTUM WATER CONSULTING	00025	916919	296840	12/29/17	<u>9,858.13</u>
					Account Total	<u>9,858.13</u>
					Department Total	<u><u>9,858.13</u></u>

County of Adams
Vendor Payment Report

<u>4400</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00044	916544	296196	12/29/17	<u>70.00</u>
					Account Total	<u>70.00</u>
					Department Total	<u><u>70.00</u></u>

County of Adams
Vendor Payment Report

<u>99600</u>	<u>WBC Admin Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CHAVEZ BELIA P	00035	916682	296557	12/31/17	<u>11.77</u>
					Account Total	<u>11.77</u>
					Department Total	<u><u>11.77</u></u>

County of Adams
Vendor Payment Report

<u>99806</u>	<u>WIOA & Wag/Pey Shared Prog Cst</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GLASSER NOELLE	00035	916686	296557	12/31/17	64.20
	POST REBECCA	00035	916693	296557	12/31/17	26.75
					Account Total	<u>90.95</u>
					Department Total	<u><u>90.95</u></u>

County of Adams
Vendor Payment Report

<u>99802</u>	<u>WIOAAD & DLW Shared Pgm Costs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	SANTINO HEATHER	00035	916696	296557	12/31/17	<u>23.01</u>
					Account Total	<u>23.01</u>
					Department Total	<u><u>23.01</u></u>

County of Adams
Vendor Payment Report

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	916677	296557	12/31/17	27.29
	ELLIS CHARLES	00035	916684	296557	12/31/17	62.06
	HUTCHINS ATHENAS	00035	916688	296557	12/31/17	21.94
	SCHAGER BRETT	00035	916697	296557	12/31/17	33.17
					Account Total	144.46
	Supp Svcs-Incentives					
	ARAGON ADRIAN	00035	916899	296837	12/31/17	80.00
	DELSORDO AUSTIN	00035	916900	296837	12/31/17	20.00
	LAWRENCE JANISE	00035	916903	296837	12/31/17	25.00
	MCCULLOUGH BRIANNA	00035	916908	296837	12/31/17	80.00
	PAREDES CINDY	00035	916909	296837	12/31/17	20.00
					Account Total	225.00
					Department Total	369.46

County of Adams
Vendor Payment Report

<u>97400</u>	<u>WIOA YOUTH YOUNGER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	916677	296557	12/31/17	28.35
	HUTCHINS ATHENAS	00035	916688	296557	12/31/17	9.10
	SCHAGER BRETT	00035	916697	296557	12/31/17	22.47
					Account Total	<u>59.92</u>
					Department Total	<u><u>59.92</u></u>

County of Adams
Vendor Payment Report

<u>99807</u>	<u>Youth Shared Prgrm Direct Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	916677	296557	12/31/17	16.59
	HUTCHINS ATHENAS	00035	916688	296557	12/31/17	8.02
	SCHAGER BRETT	00035	916697	296557	12/31/17	33.71
					Account Total	<u>58.32</u>
					Department Total	<u><u>58.32</u></u>

County of Adams
Vendor Payment Report

Grand Total 2,398,900.56

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, JANUARY 16, 2018**

1. ROLL CALL

Present: Charles "Chaz" Tedesco Steve O'Doriso Eva J. Henry and Mary Hodge
Excused: Erik Hansen

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA (09:03 AM)

Motion to Approve 3. MOTION TO APPROVE AGENDA with the removal of the items under the County Attorney Moved by Eva J. Henry, seconded by Steve O'Doriso, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:04 AM)

A. 18-057 Proclamation of National Radon Action Month January 1-31, 2018 (09:04 AM)

5. PUBLIC COMMENT (09:14 AM)

A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

B. Elected Officials' Communication

6. CONSENT CALENDAR (09:15 AM)

A. 18-060 Minutes of the Commissioners' Proceedings from January 9, 2018

B. 18-024 Resolution Regarding Defense and Indemnification of Michael McIntosh, Robert Mesch, and Steven Zito as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq. (File was approved by ELT)

C. 18-025 Resolution Regarding Defense and Indemnification of Michael McIntosh, Robert Mesch, and James Graham as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq. (File was approved by ELT)

D. 18-047 Resolution Approving the Facility Rental Contract for the Rental of the Adams County Regional Park Complex (File was approved by ELT)

E. 18-048 Resolution Authorizing Casandra Vossler, Fair & Special Events Manager, to Enter into Entertainment, Food Concessions, and Exhibitor/Vendor Agreements for the Purpose of Securing Entertainment, Food Vending, and Exhibitors/Vendors for the 2018 Adams County Stars and Stripes Celebration and County Fair (File was approved by ELT)

F. 18-049 Resolution Regarding Defense and Indemnification of Dave Young, Natalie Scarpella and Von Bailey as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq. (File was approved by ELT)

G. 18-068 Resolution Adopting Commissioners' 2018 Committee Appointments (File was approved by ELT)

H. 18-066 Resolution Approving the First Amendment to the Purchase and Sale Contract between Adams County and IVE Colorado LLC, Jacobs Colorado LLC, and King Paul 1 LLC

for Land for the Adams Youth Services Center (File was approved by ELT)

- I. 18-074 Amended Resolution Establishing the Adams County Veterans Advisory Commission
(File was approved by ELT)

Motion to Approve 6. CONSENT CALENDAR Moved by Eva J. Henry, seconded by Steve O'Doriso, unanimously carried.

7. NEW BUSINESS

A. COUNTY MANAGER

B. COUNTY ATTORNEY

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Pending Litigation

9. ADJOURNMENT (09:16 AM)

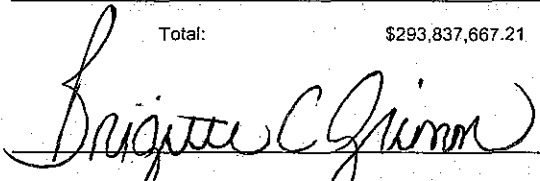
AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



Adams County Treasurer's Summary

Start Date	12/01/17
End Date	12/31/17

COUNTY FUNDS	Beginning Balance	Property Taxes	Specific Ownership	Other Revenue	Transfers	Treasurer's Fee	Disburse	Ending Balance	Difference
0001 COUNTY GENERAL	\$130,523,232.72	\$18,522.49	\$0.00	\$2,274,391.98	\$101,949.49	(\$277.66)	(\$20,171,511.93)	\$112,746,307.09	\$0.00
0004 CAPITAL FACILITIES	\$9,333,445.30	\$0.00	\$0.00	\$4,806,029.73	\$1,775,522.05	\$0.00	\$3,428,738.07	\$19,343,735.15	\$0.00
0005 GOLF OPNS (ENTERPRISE)	\$2,815,948.52	\$0.00	\$0.00	\$74,231.44	(\$1,468.16)	\$0.00	(\$164,655.30)	\$2,724,056.50	\$0.00
0006 INTERNAL SVC (EQUIP SVC)	\$12,747,570.35	\$0.00	\$0.00	\$15,403.18	\$413,987.57	\$0.00	(\$283,093.87)	\$12,893,867.23	\$0.00
0007 STORMWATER UTILITY FEE	\$6,470,229.18	\$195.30	\$0.00	\$61,329.91	\$4,754.30	(\$2.94)	(\$1,353,705.20)	\$5,182,800.55	\$0.00
0011 SHERIFF SUBSTATION	(\$12,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	\$0.00	\$0.00
0013 ROAD & BRIDGE	\$64,508,426.65	\$1,043.93	\$1,176,610.46	\$1,725,935.60	(\$76,958.90)	(\$15.73)	(\$4,007,434.64)	\$63,327,607.37	\$0.00
0015 SOC SVCS (WELFARE)	\$12,130,598.34	\$1,895.05	\$0.00	\$3,149,041.61	(\$411,355.50)	\$0.00	(\$4,250,110.08)	\$10,620,069.42	\$0.00
0019 INSUR CLAIMS & RESERVES	\$6,933,637.39	\$0.00	\$0.00	\$17,386.62	\$1,536,657.78	\$0.00	(\$1,549,506.31)	\$6,938,175.48	\$0.00
0020 DEVELOPMENTALLY DISABLED	\$563,501.72	\$206.45	\$0.00	\$0.00	\$0.00	(\$3.01)	\$0.00	\$563,705.16	\$0.00
0024 CONSERVATION TRUST FUND	\$1,720,164.39	\$0.00	\$0.00	\$205,970.81	(\$17,590.96)	(\$10.00)	(\$32,863.00)	\$1,875,671.24	\$0.00
0025 WASTE MANAGEMENT FUND	\$4,375,193.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$29,474.65)	\$4,345,718.89	\$0.00
0027 OPEN SPACE PROJECTS FUND	\$686,664.06	\$0.00	\$0.00	\$47,031.02	\$4,622.34	(\$35.00)	(\$20,216.39)	\$718,066.03	\$0.00
0028 OPEN SPACE SALES TAX FUND	\$32,921,731.09	\$0.00	\$0.00	\$35,185.69	\$1,482,914.43	(\$15.00)	(\$193,001.72)	\$34,246,814.49	\$0.00
0029 DIA NOISE MITIGATION FUND	\$1,364,460.64	\$0.00	\$0.00	\$1,568.46	\$1.00	\$0.00	\$0.00	\$1,366,030.10	\$0.00
0030 COMM DEV BLK GRANT AD CO	\$1,093,558.50	\$0.00	\$0.00	\$310,089.53	(\$3,573.08)	\$0.00	(\$32,419.01)	\$1,367,655.94	\$0.00
0031 HEAD START	\$52,688.89	\$0.00	\$0.00	\$554,763.34	(\$167,730.60)	\$0.00	(\$428,705.90)	\$11,015.73	\$0.00
0034 COMM SERV BLOCK GRANT	(\$98,883.68)	\$0.00	\$0.00	\$0.00	(\$360.82)	\$0.00	(\$41,367.36)	(\$140,611.86)	\$0.00
0035 EMPLOYMENT CENTER (JTPA)	\$296,018.80	\$0.00	\$0.00	\$390,717.74	(\$85,230.37)	\$0.00	(\$357,718.48)	\$243,787.69	\$0.00
0043 FRONT RANGE AIRPORT	\$1,869,492.49	\$0.00	\$0.00	\$234,848.11	(\$28,761.79)	\$0.00	(\$192,668.52)	\$1,882,910.29	\$0.00
0044 WASTE WATER TREATMENT PLANT	(\$214,469.94)	\$0.00	\$0.00	\$2,368.55	(\$1,455.23)	\$0.00	(\$9,770.79)	(\$223,327.41)	\$0.00
5410 SHERIFFS COMMISSARY	\$2,492,367.45	\$0.00	\$0.00	\$37,209.60	(\$82,936.71)	\$0.00	\$0.00	\$2,446,640.34	\$0.00
5420 SHERIFFS INTEL CONFIS	\$42,609.09	\$0.00	\$0.00	\$1.30	(\$32,464.00)	\$0.00	\$0.00	\$10,146.39	\$0.00
5430 SHERIFFS REC & FLOWER	\$7,783.12	\$0.00	\$0.00	\$0.48	(\$169.94)	\$0.00	\$0.00	\$7,613.66	\$0.00
5460 AIRPORT NOISE	\$1,004,951.51	\$0.00	\$0.00	\$10.35	(\$972,464.40)	\$0.00	\$0.00	\$32,497.46	\$0.00
5480 SALES TAX RECEIPT ACCT	\$208,747.09	\$0.00	\$0.00	\$4,470,589.57	(\$4,475,403.41)	\$0.00	\$0.00	\$203,933.25	\$0.00
Total:	\$293,837,667.21	\$21,863.22	\$1,176,610.46	\$18,414,104.62	(\$1,037,514.91)	(\$359.34)	(\$29,677,485.08)	\$282,734,886.18	\$0.00





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 23, 2018
SUBJECT: Ratification of information pertaining to the 2020 local update of census addresses operation
FROM: Meredith P. Van Horn, Assistant County Attorney
AGENCY/DEPARTMENT: COUNTY ATTORNEY
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners ratify the registration form, product preference form, confidentiality agreement, and self assessment security checklist for the 2020 census local update of census addresses operation, dated December 12, 2017.

BACKGROUND:

The Local Update of Census Addresses Operation (LUCA) provides Adams County the opportunity to review and comment on the U.S. Census Bureau's address list for the 2020 Census. In order to participate in LUCA, the Chair of the Board of County Commissioners was required to execute the Registration Form. The Registration Form, Product Preference Form, Confidentiality Agreement, and Self Assessment Security Checklist were due on December 15, 2017 and in order to meet the deadline the Chair of the Chair executed the forms on December 12, 2017.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager

ATTACHED DOCUMENTS:

Resolution
LUCA Documentation

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION RATIFYING THE REGISTRATION FORM, PRODUCT PREFERENCE FORM, CONFIDENTIALITY AGREEMENT, AND SELF ASSESSMENT SECURITY CHECKLIST FOR THE 2020 CENSUS LOCAL UPDATE OF CENSUS ADDRESSES OPERATION, DATED DECEMBER 12, 2017

WHEREAS, the Census Address List Improvement Act of 1994 (Public Law 103-43) authorized the Local Update of Census Addresses Operation (“LUCA”); and,

WHEREAS, LUCA provides local governments the opportunity to review and comment on the U.S. Census Bureau’s address list for their jurisdiction prior to the 2020 Census; and,

WHEREAS, in order for Adams County to participate in LUCA the Census Bureau required the completion and execution of the Registration Form, Product Preference Form, Confidentiality Agreement, and Self Assessment Security Checklist by December 15, 2017;

WHEREAS, in order to meet the deadline for submission of the forms, said forms were previously executed by the Chair of the Adams County Board of County Commissioners on December 12, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Registration Form, Product Preference Form, Confidentiality Agreement, and Self Assessment Security Checklist, dated December 12, 2017, are hereby approved, accepted and ratified.

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

Entity ID

CO 08001

Government Name

Adams County, Colorado



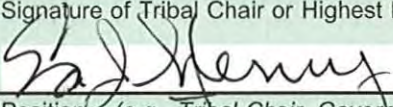
REGISTRATION FORM
2020 CENSUS LOCAL UPDATE OF CENSUS
ADDRESSES OPERATION (LUCA)

A. PARTICIPATION RESPONSE (Submission Deadline December 15, 2017)

1. **YES** Our government is registering for LUCA. – Complete Sections B and C.
2. **NO** Our government is not registering for LUCA. – Complete Section B and mark an (X) for each reason that applies:
- a. Another level of government (state or county) that includes our jurisdiction is participating in LUCA
 - b. Insufficient staff
 - c. Lack of funds
 - d. No time/too busy
 - e. No local address list available
 - f. Concerns about Census Bureau Title 13 materials
 - g. Restrictions on using Census Bureau Title 13 materials for other purposes
 - h. Other reason – Specify (Please print)

Thank you for your comments. We will use them to help improve future LUCA operations.

B. SIGNATURE OF TRIBAL CHAIR OR HIGHEST ELECTED/APPOINTED OFFICIAL RESPONDING TO THE LUCA INVITATION

1. Printed name of Tribal Chair or Highest Elected Official/Appointed Official – First, middle initial, last
Eva J Henry
2. Signature of Tribal Chair or Highest Elected Official/Appointed Official
 Date
Month Day Year
12 12 2017
3. Position – (e.g., Tribal Chair, Governor, Commissioner, Mayor, Supervisor; please do not abbreviate) – Please print
Chair, Board of County Commissioners
4. Physical/Mailing address
Number and street name: 4430 South Adams County Parkway, 5th Floor, Suite C5000A
City: Brighton State: CO ZIP Code: 80601
5. Telephone
Area code Number Extension
720 - 523 - 6100 - [] [] []
6. Email address
ehenry@adco.gov.org

C. LIAISON INFORMATION – Designate your LUCA Liaison.

This is the person responsible for protecting the confidential Census Bureau materials covered by Title 13, U.S. Code.

Complete this section only if you are participating in LUCA

1. Name – (Please print)
Alix Midgley
2. Department, Organization, or Agency name – (e.g., Planning and Zoning, Regional Planning Agency; please do not abbreviate)
Department of Regional Affairs
3. Position – (e.g., Tribal President, Director, Assessor, Planner; please do not abbreviate)
Homelessness Liaison
4. Physical/Mailing address
Number and street name: 4430 South Adams County Parkway, 5th Floor, Suite 5313
City: Brighton State: CO ZIP Code: 80601
5. Telephone
Area code Number Extension
720 - 523 - 6894 - [] [] []
6. Email address
amidgley@adco.gov.org

Complete this form and return it along with the completed, signed copies of the Product Preference Form, Self-Assessment Checklist, and Confidentiality Agreement. Use the enclosed postage-paid envelope addressed to ATTN: Geography LUCA Materials 63-E, National Processing Center, 1201 East 10th St, Jeffersonville IN 47132. As an alternative, you may scan your completed forms, including forms with signatures, and email them to GEO.2020.LUCA@census.gov.

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU



**SELF-ASSESSMENT CHECKLIST
2020 CENSUS LOCAL UPDATE OF CENSUS
ADDRESSES OPERATION (LUCA)**

Entity ID
CO 08001

Government Name
Adams County, Colorado

PROTECTING CENSUS BUREAU TITLE 13 MATERIALS	Confidentiality & Security Guidelines Reference	Circle Y, N or NA		
1. Do you understand that the Census Bureau's Title 13 data, including addresses and latitude/longitude coordinate data (structure points), cannot be used to create, update, nor modify a tribal, state, or local jurisdiction address data base?	3	<input checked="" type="radio"/> Y	<input type="radio"/> N	
2. Will you store Title 13 materials in a secure location?	4.1, 4.2	<input checked="" type="radio"/> Y	<input type="radio"/> N	
3. Will you secure Title 13 materials to prevent unauthorized staff from accessing these materials? This includes staff members other than those who signed the Confidentiality Agreement, that have access to the offices, cabinets, or other areas where Title 13 materials are stored.	4.1, 4.2	<input checked="" type="radio"/> Y	<input type="radio"/> N	
4. Will you construct electronic security profiles to allow only those who signed the Confidentiality Agreement to access the Census Bureau's Title 13 materials, if the Title 13 information is placed on a shared computer system? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	<input checked="" type="radio"/> Y	<input type="radio"/> N	<input type="radio"/> NA
5. Will you ensure that your IT system restricts the read, write, delete, and execute functions applicable to the Census Bureau's Title 13 materials to only those individuals that signed the Confidentiality Agreement? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	<input checked="" type="radio"/> Y	<input type="radio"/> N	<input type="radio"/> NA
6. Will you assign a unique user-ID and password for each LUCA liaison, reviewer, and anyone with access to Title 13 materials? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	<input checked="" type="radio"/> Y	<input type="radio"/> N	<input type="radio"/> NA
7. Will you keep Title 13 data separate from your other data? Title 13 data cannot be backed-up, mixed with, nor stored with other data? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	<input checked="" type="radio"/> Y	<input type="radio"/> N	<input type="radio"/> NA

REPORTING AN INCIDENT	Confidentiality & Security Guidelines Reference	Circle Y or N		
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8. Will you report to the Census Bureau all violations of unauthorized viewing or loss of Title 13 materials within 24 hours of discovery?	4.3	<input checked="" type="radio"/> Y	<input type="radio"/> N	
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ON-SITE VISITS	Confidentiality & Security Guidelines Reference	Circle Y or N		
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9. Do you understand that the Census Bureau may conduct on-site visits to your office to inspect your security measures regarding the Census Bureau's Title materials?	4.4	<input checked="" type="radio"/> Y	<input type="radio"/> N	
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DESTRUCTION OR RETURN OF CONFIDENTIAL MATERIALS	Confidentiality & Security Guidelines Reference	Circle Y or N		
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10. Will you destroy (the preferred method) or return the Title 13 materials according to the approved destruction or return methods outlined in the Confidentiality and Security Guidelines?	4.5, 4.6	<input checked="" type="radio"/> Y	<input type="radio"/> N	
---	----------	------------------------------------	-------------------------	--

LUCA Liaison Signature

LUCA Liaison Name (Print)
Aux MIDGLEY

Date
12/13/17

Complete this form and return it along with the completed, signed copies of the Registration Form, Confidentiality Agreement, and the Product Preference Form. Use the enclosed postage-paid envelope addressed to ATTN: Geography LUCA Materials 63-E, National Processing Center, 1201 East 10th St, Jeffersonville IN 47132. Rather than mailing, you may scan your completed forms, including forms with signatures, and email them to us at GEO.2020.LUCA@census.gov.

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

Entity ID	CO 08001
Government Name	Adams County, Colorado



PRODUCT PREFERENCE FORM 2020 CENSUS LOCAL UPDATE OF CENSUS ADDRESSES OPERATION (LUCA)

Please mark (X) to select a product preference format (Choose #1 OR #2 below)

1. **GUPS** – The Census Bureau’s Geographic Update Partnership Software (GUPS) is a self-contained Geographic Information System (GIS) tool. It includes the Census Bureau’s address list, address count list by census block, and partnership shapefiles. GUPS allows you to add external geospatial data (shapefiles, geodatabases, and imagery) for comparison and update purposes. GUPS functions on Windows XP, Vista, and Windows 7, 8, and 10, and Apple Mac OS X with additional bridge software.

OR

2. Select **one** address list format in **Section A** and **one** map format in **Section B**.

A. Address List – Select Digital or Paper

Digital – Requires the use of a spreadsheet or database software. We will provide the files in Excel Comma Delimited Text (.csv) format.

OR

Paper – Available only to governments with 6,000 or fewer addresses. Each 8 1/2" x 14" page contains six (6) addresses (1,000 pages maximum). Choose **one** address sort preference below:

- Census Tract#/Block#/Street Name/House#/Unit#
- Street Name/House#/Unit/Census Tract#/Census Block# (alphabetic sort)

You may access the current number of addresses by census block the Census Bureau has on file for your jurisdiction at <http://www.census.gov/geo/partnerships/luca.html>.

B. Maps – Select Digital or Paper

Digital – Partnership shapefiles that require the use of GIS software. Address structure points are **not** included in the partnership shapefiles but can be created from the lat/long coordinates included on the digital address list.

OR

Paper/PDF – Large format paper map(s) (42" x 36") with a DVD of small format (8-1/2" x 14") block maps in Adobe PDF format that contain address structure coordinates showing the location of residential addresses. Title 13 requirements apply.

OR

Paper – Large format paper map(s) (42" x 36") only. This does **not** include a DVD of small format (8-1/2" x 14") block maps in Adobe PDF format that contain address structure coordinates showing the location of residential addresses. Non-Title 13.

Note: The shapefiles do NOT contain address points. If you choose a paper address list and digital maps, you will not see map spots in the digital environment. You must select Paper/PDF to review the address structure points.

LUCA Liaison Package Delivery Address.

Title 13 materials must be delivered to the LUCA liaison Please print.

Liaison Name			
Alix Midgley			
Department, Organization, or Agency name			
Department of Regional Affairs			
Number and street name			
4430 South Adams County Parkway, 5th Floor, Suite 5313			
Physical/Mailing address		City	State
		Brighton	CO
		ZIP Code	80601
Telephone		Email address	
Area code	Number	amidgley@adco.gov.org	
720	523		
Name of the Person Completing This Form (Please print)			
Name		Telephone	
Alix Midgley		Area code Number Extension	
		720-523-6894	
Email address		Date	
amidgley@adco.gov.org		12/13/2017	

Complete this form and return it along with the completed, signed copies of the Registration Form, Self-Assessment Checklist, and Confidentiality Agreement. Use the enclosed postage-paid envelope addressed to ATTN: Geography LUCA Materials 63-E, National Processing Center, 1201 East 10th St, Jeffersonville IN 47132. As an alternative, you may scan your completed forms, including forms with signatures, and email them to GEO.2020.LUCA@census.gov.



CONFIDENTIALITY AGREEMENT FORM
2020 CENSUS LOCAL UPDATE OF CENSUS ADDRESSES OPERATION (LUCA)

U.S. DEPARTMENT OF COMMERCE
 Economics and Statistics Administration
 U.S. CENSUS BUREAU

Entity ID CO 08001
Government Name Adams County, Colorado

A. TERMS, CONDITIONS, AND RESPONSIBILITIES FOR PARTICIPATING IN THE 2020 CENSUS LUCA OPERATION

All LUCA liaisons, reviewers, and anyone with access to Title 13, United States Code (U.S.C.) LUCA materials must agree to keep confidential the Title 13 materials to which they have access, including any maps that contain structure points showing the location of living quarters. They may use this information solely for suggesting improvements to the Census Bureau's address list and maps.

All individuals who will review or have access to Census Bureau Title 13 materials must sign below to indicate they have read and understand the Census Bureau's Confidentiality and Security Guidelines for LUCA. In addition, those who sign the agreement swear, under penalty of perjury, to maintain the confidentiality of Census Bureau materials protected under Title 13. Further, a signature indicates recognition that the penalty for wrongful disclosure is a fine of not more than \$250,000 or imprisonment for not more than 5 years, or both. Although access to the data is temporary, this commitment is permanent. You must be at least 18 years of age to sign this agreement.

By signing this agreement, your government agrees to destroy all Census Bureau Title 13 materials or return them to the Census Bureau at the completion of LUCA.

B. LIAISON INFORMATION


Liaison's Printed Name Alix MIDGLEY	Area code 720	Telephone number 523	Ext. 6894
Liaison's Signature 	Date Month 12	Day 13	Year 2017
Name of LUCA Liaison's Office, Department, or Agency - (Assessor's Office, Planning Department, Regional Planning Agency, etc.) - Please print Department of Regional Affairs			
Address of LUCA Liaison's Office, Department, or Agency - (House number and street name, RR or HC, and box number) - Please print 4430 South Adams County Parkway, 5th Floor, Suite 5313			
City Brighton	State Colorado	ZIP Code 80601	
Email address amidgley@adcogov.org			

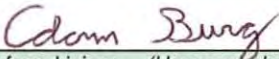
C. INFORMATION FOR REVIEWER(S) and PERSON(S) WITH ACCESS TO TITLE 13, U.S.C. MATERIALS

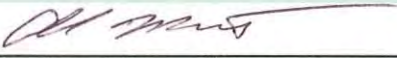
Printed name Kristine Smith	Area code 720	Telephone number 523	Ext. 6733
Signature 	Date Month 12	Day 13	Year 2017
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print			
City Brighton	State Colorado	ZIP Code	
Email address kmsmith@adcogov.org			
Printed name MALGORZATA GRONDALSKI	Area code 720	Telephone number 523	Ext. 6712
Signature 	Date Month 12	Day 13	Year 2017
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print			
City	State	ZIP Code	
E-mail address mgrondalski@adcogov.org			

Section C continued on the reverse

C. INFORMATION FOR REVIEWER(S) and PERSON(S) WITH ACCESS TO TITLE 13, U.S.C. MATERIALS - Continued

Printed name <i>Greg Baca</i>	Area code 303	Telephone number 523-6144	Ext. [] [] [] []
Signature 	Date Month Day Year 12 13 2017		
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print <i>4430 S Adams County Parkway</i>			
City <i>Brighton</i>	State <i>CO</i>	ZIP Code <i>80601</i>	
Email address <i>gbaca@adco.gov.org</i>			

Printed name <i>Adam Burg</i>	Area code 720	Telephone number 523-6828	Ext. [] [] [] []
Signature 	Date Month Day Year 12 14 2017		
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print <i>4430 South Adams County Parkway, Suite 5309</i>			
City <i>Brighton</i>	State <i>Colorado</i>	ZIP Code <i>80601</i>	
E-mail address <i>aburg@adco.gov.org</i>			

Printed name <i>Abel Montoya</i>	Area code 720	Telephone number 523-6842	Ext. [] [] [] []
Signature 	Date Month Day Year 12 14 2017		
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print			
City	State	ZIP Code	
E-mail address <i>amontoya@adco.gov.org</i>			

Printed name	Area code	Telephone number	Ext.
Signature	Date Month Day Year		
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print			
City	State	ZIP Code	
E-mail address			

Complete this form and return it along with the completed, signed copies of the Registration Form, Self-Assessment Checklist and the Product Preference Form. Use the enclosed postage-paid envelope addressed to ATTN: Geography WJCA 63-E, National Processing Center, 1201 East 10th St., Jeffersonville IN 47132. Rather than mailing, you may scan your completed forms, including forms with signatures, and email them to us at GEO.2020.WJCA@census.gov



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 23, 2018
SUBJECT: Amended Grant Agreement Request for Adams County Twin Lakes Park Renovation Project
FROM: Nathan Mosley, Parks and Open Space Director and Shannon McDowell and Renee Petersen
AGENCY/DEPARTMENT: Parks and Open Space
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
RECOMMENDED ACTION: That the Board of County Commissioners approves the Resolution Approving the Amended Grant Agreement of the Adams County Twin Lakes Park Renovation Project Open Space Sales Tax Grant.

BACKGROUND:

On February 1, 2017, the Adams County Parks & Open Space Department submitted a grant application for funding support towards renovations at Twin Lakes Park. On May 2, 2017, the Adams County Parks & Open Space Department received an Open Space Sales Tax grant award for 45.5% of the total project costs, up to \$925,000.

On November 29, 2017, the Adams County Parks & Open Space Department submitted a request for an amended grant agreement, which will include the provision allowing for periodic reimbursements throughout the project. Due to the grant award of \$925,000, and the anticipated duration of the capital project, Parks & Open Space staff would like to request periodic reimbursements throughout the construction of the project.

If approved, the grant agreement would be amended. The grant award would remain the same, and Adams County would receive an Open Space Sales Tax grant award for 45.5% of the total project costs, up to \$925,000.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks & Open Space

ATTACHED DOCUMENTS:

Resolution approving the amended grant agreement
Request from Adams County Parks & Open Space
Amended grant agreement

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 28
Cost Center: 6202

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<u><u> </u></u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8810		925,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>925,000</u></u>

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

**RESOLUTION APPROVING THE AMENDED OPEN SPACE GRANT AGREEMENT
BETWEEN ADAMS COUNTY AND THE ADAMS COUNTY PARKS & OPEN SPACE
DEPARTMENT FOR THE TWIN LAKES PARK RENOVATION PROJECT**

WHEREAS, Adams County voters approved an Open Space Sales Tax on November 2, 1999, to be used in accordance with Resolution 99-1; and,

WHEREAS, the Adams County Parks & Open Space Department received an Open Space Sales Tax grant for the renovation and improvements to Twin Lakes Park on May 2, 2017 for a total of 45.5% of the total project costs, up to \$925,000; and,

WHEREAS, the Adams County Parks & Open Space Department requests permission to amend the grant agreement allowing for periodic reimbursements for a total of 45.5% of the total project costs, up to \$925,000; and,

WHEREAS, the amendment is contingent upon the full execution of an amended grant agreement between the Adams County Parks & Open Space Department and the County.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Amended Open Space Grant Agreement between the Adams County Parks & Open Space Department for the Twin Lakes Park Renovation Project Open Space Sales Tax Grant is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said amended grant agreement on behalf of Adams County.

BE IT FURTHER RESOLVED, that the Director of Adams County Parks & Open Space Department hereby has the authority to sign as “Grantee” for the above grant agreement awarded to the Adams County Parks & Open Space Department.

ADAMS COUNTY OPEN SPACE GRANT AGREEMENT #OSG2017-00017-A1

The Grant Agreement ("Agreement") is made and entered into this ____ day of _____, 201____, between Adams County Parks & Open Space Department ("Applicant") and the County of Adams, acting through the Board of County Commissioners ("Adams County").

RECITALS

WHEREAS, in November 1999, the citizens of Adams County passed a county-wide one-fifth of one percent Open Space Sales Tax (the "Tax"); and

WHEREAS, in November 2004, the citizens of Adams County reauthorized the Tax and increased it to one-fourth of one percent; and

WHEREAS, the majority of the revenues collected are distributed to qualifying jurisdictions through a competitive grant process; and

WHEREAS, on February 1, 2017, Applicant applied for an Adams County Open Space Grant to complete the Twin Lakes Park Renovation project (the "Project"); and

WHEREAS, on May 2, 2017, Adams County awarded Applicant an Adams County Open Space Grant to complete the Project; and

WHEREAS, on November 29, 2017, Applicant requested permission to amend the grant agreement, allowing for periodic reimbursements on the Twin Lakes Park Renovation project; and

WHEREAS, the total Adams County Open Space Grant award for the Project is equal to 45.5% of the total Project costs, not to exceed \$925,000.00.

AGREEMENT

NOW, THEREFORE, the Parties hereto agree as follows:

1. Rescission of Parties' Previous Grant Agreement. Adams County and the Applicant mutually agree that this Agreement replaces and supersedes the Adams County Opens Space Grant Agreement for the Project, dated June 20, 2017. The aforesaid June 20, 2017 Grant Agreement is hereby rescinded by the parties.
2. Grant Award. Adams County hereby awards to Applicant a grant in the amount of 45.5% of the total Project costs, not to exceed \$925,000.00 (the "Grant"), subject to terms and conditions set forth in this Agreement.
3. Project Scope. Applicant shall complete the Project as described in the grant application, attached as Exhibit A ("Project Scope") and incorporated herein by this reference. Applicant shall not materially modify the Project Scope without the approval of Adams County. Applicant may request a modification to the Project Scope in compliance with the Modification Policy

stated on page 13 of the Open Space Policies and Procedures, attached as Exhibit B and incorporated herein by this reference, as may be amended from time to time by Adams County in its sole discretion. Adams County may elect to terminate this Agreement and deauthorize its funding for the Project in the event it determines that the Project Scope has been materially modified without its approval and/or if Applicant fails to comply with the Modification Policy.

4. Completion Date. Applicant shall complete the Project no later than May 2, 2019, which is two years after the date of Adams County's approval of the Project ("Completion Date"). Project completion requires all necessary documentation be submitted to Open Space staff on or before the Completion Date. Applicant may request an extension of the Completion Date in compliance with the Extension Policy stated on page 12 of the Open Space Policies and Procedures, Exhibit B, as may be amended from time to time by the Board of County Commissioners in its sole discretion. Adams County may elect to terminate this Agreement and deauthorize its funding for the Project in the event that this Completion Date is not met and/or if Applicant fails to comply with the Extension Policy.
5. Open Space Sales Tax. Applicant shall use the Grant in accordance with Resolution 99-1, attached hereto on page 22 of the Open Space Policies and Procedures, Exhibit B.
6. Policies and Procedures. Applicant shall comply with the Open Space Policies and Procedures, attached hereto as Exhibit C and incorporated herein by this reference.
7. Payment of Grant. Adams County agrees to make payments to the Applicant in the following manner:
 - a. Payments. Adams County agrees to disburse grant funds to Applicant to provide reimbursement for the payment of project costs upon successful completion of the Project, or on a quarterly basis. Itemized Reimbursement Requests, as set forth below, are required for quarterly basis. Should the Project take two full years to complete, the Reimbursement Request for the final period of the project must be received by May 2, 2019 to remain compliant with the Project Completion Date, as set forth above. Reimbursements disbursed from Adams County shall not exceed 45.5% of project costs incurred during the previous period with cumulative reimbursements totaling no more than \$925,000.00.
 - b. Acceptable Expenditures. Applicant can request payment for 45.5% of all project costs incurred within the previous period with cumulative reimbursements totaling no more than \$925,000.00 that: (1) have already been paid by the Applicant, and (2) are listed in the approved budget attached as Exhibit A, under Application Attachment A – Project Budget. Applicant may request disbursement of grant funds for costs that have been incurred, but not paid by Applicant. However, Adams County will consider such

requests on a case-by-case basis and distribution of grant funds for these purposes is not guaranteed.

- c. Reimbursement Request. Applicant shall submit via hand delivery, facsimile, or regular mail, to Adams County an itemized Reimbursement Request for project costs that have been incurred as of the date of the request. Each Reimbursement Request shall contain the following: (1) copies of invoices and/or employee time sheets complete with a spreadsheet indicating hours worked, wages earned, and taxes and benefits paid for work related specifically to the Project; (2) documentation substantiating that the Applicant has paid for the costs for which it is requesting reimbursement, including but not limited to cancelled checks or proof of a wire transfer; and (3) a brief summary of the work completed to date.
 - d. Approval of Payment of Reimbursement Requests. The Adams County Open Space Program Manager shall approve or disapprove the amount of each Reimbursement Request within fifteen (15) days of receipt of a legible Reimbursement Request. Payment shall be made to Applicant by check or electronic fund transfer.
 - e. Disapproval of Reimbursement Request. If Adams County disapproves any amount or amounts in a Reimbursement Request, Adams County shall promptly notify Applicant of the reason therefore. Upon receipt of disapproval, Applicant and Adams County shall meet within one week to discuss what, if anything, the Applicant can do to obtain payment of the requested amount that was denied.
8. Signage. Applicant shall erect and maintain an Adams County Open Space Sign, which shall be provided by Adams County, in a prominent place on the Project site, unless the Project will not be open to the public.
9. Publicity. In all press releases regarding this Project, Applicant shall include the following statement: "This Project was funded in part with proceeds from the Adams County Open Space Sales Tax. The Adams County Open Space Sales Tax was passed by the Adams County voters in 1999, and reauthorized in November 2004, to be extended until December 31, 2026."
10. Miscellaneous Provisions.
- A. Good Faith. Both Parties have an obligation to act in good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
 - B. Applicable Law. Colorado law applies to the interpretation and enforcement of this Agreement.

- C. Time is of the essence. Time is of the essence in this Agreement.
- D. Authority. The undersigned represents and warrants that he or she is duly authorized and has legal capacity to execute this agreement on behalf of the Applicant, that the Applicant's obligations in this Grant Agreement have been authorized, and that the Grant Agreement is a valid and legal agreement binding on the Applicant in accordance with its terms.
- E. Survival. The terms and provisions of this Agreement and Applicant's obligations hereunder shall survive the funding of the Grant.
- F. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF ADAMS, STATE OF COLORADO

Chair

ATTEST:
STAN MARTIN, CLERK

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

ADAMS COUNTY PARKS & OPEN SPACE DEPARTMENT,
APPLICANT

By (signature)

Printed name

Title



Parks & Open Space Department
Adams County Regional Park
9755 Henderson Road, Brighton, CO 80601
PHONE 303.637.8000 FAX 303.637.8015

MEMORANDUM

To: Shannon McDowell

From: Marc Pedrucci *MP*

Through: Nathan Mosley *NM*

Date: October 27, 2017

Subject: Request to allow periodic reimbursements of the Twin Lakes Park Renovations Grant Agreement #OSG2017-00017

The current Adams County Open Space Policies and Procedures only allow for one reimbursement request at the completion of a project. The Parks & Open Space Department wishes to request a change to that policy for the Twin Lakes Park Renovations project. Due to the size of the grant award (\$925,000) and the anticipated duration of the capital project, it may be beneficial to the POSD to be able to request a partial reimbursement of the grant award during the construction of the project. Please let me if this request can be approved. Thank you.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 23, 2018
SUBJECT: Modification and Amended Grant Agreement Request for Adams County Clay Street Community Trail Project
FROM: Nathan Mosley, Parks and Open Space Director and Shannon McDowell and Renee Petersen
AGENCY/DEPARTMENT: Parks and Open Space
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
RECOMMENDED ACTION: That the Board of County Commissioners approves the Resolution Approving the Modification Request and the Amended Grant Agreement of the Adams County Clay Street Community Trail Project Open Space Sales Tax Grant.

BACKGROUND:

On February 1, 2012, the Adams County Parks & Open Space Department submitted a grant application for funding to develop a 10' wide concrete trail to connect the Guardian Angel neighborhood to the existing Clear Creek Community Trail as well as the Federal Boulevard RTD light rail station. On May 23, 2012, the Adams County Parks & Open Space Department received an Open Space Sales Tax grant award for 40.8% of the total project costs, up to \$1,500,000.

On December 10, 2014, the Adams County Parks & Open Space Department received approval of a modification allowing the project to be scaled back to include only the portion between W. 60th Avenue and the Clear Creek Community Trail to be constructed. This approval also modified the award percentage from 40.8% to 50.8% of the total project costs, up to \$1,500,000.

On November 29, 2017, the Adams County Parks & Open Space Department submitted a request for modification of the project as well as an amended grant agreement. The portion of the project approved by the modification on December 10, 2014, has been completed and the Public Works Department is ready to request a reimbursement in the amount of \$516,646.98. Due to the significant cost savings on the project, staff is requesting a modification in order to use the remaining grant funds towards design and construction of the Gateway Plaza and Federal Boulevard Medians project, and approximately 1400' linear foot of 10' wide concrete trail connecting the north side of 60th Avenue to the Clay Street Community Trail and Clear Creek Trail. The amended grant agreement would allow the Adams County Parks & Open Space Department to request periodic reimbursements throughout the project.

If approved, the grant agreement would be amended. The grant award would remain the same, and the Adams County Parks & Open Space Department would receive an Open Space Sales Tax grant award for 50.8% of the total project costs, up to \$1,500,000.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks & Open Space

ATTACHED DOCUMENTS:

Resolution approving the modification and amended grant agreement
Modification request from Adams County Parks & Open Space
Amended grant agreement

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 28
Cost Center: 6202

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<u><u> </u></u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8810		1,500,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>1,500,000</u></u>

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

RESOLUTION APPROVING THE OPEN SPACE MODIFICATION REQUEST AND THE AMENDED OPEN SPACE GRANT AGREEMENT BETWEEN ADAMS COUNTY AND THE ADAMS COUNTY PARKS AND OPEN SPACE DEPARTMENT FOR THE CLAY STREET COMMUNITY TRAIL PROJECT

WHEREAS, Adams County voters approved an Open Space Sales Tax on November 2, 1999, to be used in accordance with Resolution 99-1; and,

WHEREAS, Adams County Parks & Open Space received an Open Space Sales Tax grant to develop a 10' wide concrete trail to connect the Guardian Angel neighborhood to the Clear Creek Community Trail and the Federal Boulevard RTD light rail station on May 23, 2012 for a total of 40.8% up to \$1,500,000; and,

WHEREAS, Adams County Parks & Open Space received approval to modify the project on December 10, 2014, and would only be constructing the trail portion from W. 60th Avenue to the Clear Creek Community Trail for a total of 50.8% up to \$1,500,000 ; and,

WHEREAS, Adams County Parks & Open Space requested a modification on November 29, 2017, requesting permission to reallocate the remaining grant funds towards design and construction of the Gateway Plaza and Federal Boulevard Medians project, and a trail segment from the north side of 60th Avenue to the Clay Street Community Trail; and,

WHEREAS, Adams County Parks & Open Space wishes to amend the grant agreement allowing for periodic reimbursements for a total of 50.8% of the total project costs, up to \$1,500,000; and,

WHEREAS, Adams County Parks & Open Space has submitted an Open Space Sales Tax modification request; and,

WHEREAS, the Open Space Advisory Board voted unanimously in support of the modification on March 22, 2017; and,

WHEREAS, the modification is contingent upon the full execution of an amended grant agreement between Adams County Parks & Open Space and the County.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Open Space Modification Request and the Amended Open Space Grant Agreement between Adams County and the Adams County Parks & Open Space Department for the Clay Street Community Trail Project Open Space Sales Tax Grant are hereby approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said amended grant agreement on behalf of Adams County.

BE IT FURTHER RESOLVED, that the Director of the Adams County Parks & Open Space Department hereby has the authority to sign as "Grantee" for the above grant agreement awarded to the Adams County Parks & Open Space Department.

ADAMS COUNTY OPEN SPACE GRANT AGREEMENT #OSG2012-00022-A1

The Grant Agreement ("Agreement") is made and entered into this ____ day of _____, 201____, between Adams County Parks & Open Space Department ("Applicant") and the County of Adams, acting through the Board of County Commissioners ("Adams County").

RECITALS

WHEREAS, in November 1999, the citizens of Adams County passed a county-wide one-fifth of one percent Open Space Sales Tax (the "Tax"); and

WHEREAS, in November 2004, the citizens of Adams County reauthorized the Tax and increased it to one-fourth of one percent; and

WHEREAS, the majority of the revenues collected are distributed to qualifying jurisdictions through a competitive grant process; and

WHEREAS, on February 1, 2012, Applicant applied for an Adams County Open Space Grant to complete the Clay Street Community Trail project (the "Project"); and

WHEREAS, on May 23, 2012, Adams County awarded Applicant an Adams County Open Space Grant to complete the Project; and

WHEREAS, on December 10, 2014, Applicant received permission to modify the project scope to complete only a portion of the project; and

WHEREAS, on November 29, 2017, Applicant requested permission to modify the project to include design and construction of the Gateway Plaza and Federal Boulevard Medians project, and to amend the grant agreement, allowing for periodic reimbursements on the Clay Street Community Trail project; and

WHEREAS, the total Adams County Open Space Grant award for the Project is equal to 50.8% of the total Project costs, not to exceed \$1,500,000.00.

AGREEMENT

NOW, THEREFORE, the Parties hereto agree as follows:

1. Rescission of Parties' Previous Grant Agreement. Adams County and the Applicant mutually agree that this Agreement replaces and supersedes the Adams County Opens Space Grant Agreement for the Project, dated June 20, 2012. The aforesaid June 20, 2012 Grant Agreement is hereby rescinded by the parties.
2. Grant Award. Adams County hereby awards to Applicant a grant in the amount of 50.8% of the total Project costs, not to exceed \$1,500,000.00 (the "Grant"), subject to terms and conditions set forth in this Agreement.

3. Project Scope. Applicant shall complete the Project as described in the grant application, attached as Exhibit A (“Project Scope”) and incorporated herein by this reference. Applicant shall not materially modify the Project Scope without the approval of Adams County. Applicant may request a modification to the Project Scope in compliance with the Modification Policy stated on page 13 of the Open Space Policies and Procedures, attached as Exhibit B and incorporated herein by this reference, as may be amended from time to time by Adams County in its sole discretion. Adams County may elect to terminate this Agreement and deauthorize its funding for the Project in the event it determines that the Project Scope has been materially modified without its approval and/or if Applicant fails to comply with the Modification Policy.
4. Completion Date. Applicant shall complete the Project no later than May 23, 2018, which is the current due date of the Project (“Completion Date”). Project completion requires all necessary documentation be submitted to Open Space staff on or before the Completion Date. Applicant may request an extension of the Completion Date in compliance with the Extension Policy stated on page 12 of the Open Space Policies and Procedures, Exhibit B, as may be amended from time to time by the Board of County Commissioners in its sole discretion. Adams County may elect to terminate this Agreement and deauthorize its funding for the Project in the event that this Completion Date is not met and/or if Applicant fails to comply with the Extension Policy.
5. Open Space Sales Tax. Applicant shall use the Grant in accordance with Resolution 99-1, attached hereto on page 22 of the Open Space Policies and Procedures, Exhibit B.
6. Policies and Procedures. Applicant shall comply with the Open Space Policies and Procedures, attached hereto as Exhibit C and incorporated herein by this reference.
7. Payment of Grant. Adams County agrees to make payments to the Applicant in the following manner:
 - a. Payments. Adams County agrees to disburse grant funds to Applicant to provide reimbursement for the payment of project costs upon successful completion of the Project, or on a quarterly basis. Itemized Reimbursement Requests, as set forth below, are required for quarterly basis. The Reimbursement Request for the final period of the project must be received by May 23, 2018 to remain compliant with the Project Completion Date, as set forth above. Reimbursements disbursed from Adams County shall not exceed 50.8% of project costs incurred during the previous period with cumulative reimbursements totaling no more than \$1,500,000.00.
 - b. Acceptable Expenditures. Applicant can request payment for 50.8% of all project costs incurred within the previous period with cumulative reimbursements totaling no more than \$1,500,000.00 that: (1) have already been paid by the Applicant, and (2) are listed in the approved budget attached as Exhibit A, under Application Attachment A – Project

Budget. Applicant may request disbursement of grant funds for costs that have been incurred, but not paid by Applicant. However, Adams County will consider such requests on a case-by-case basis and distribution of grant funds for these purposes is not guaranteed.

- c. Reimbursement Request. Applicant shall submit via hand delivery, facsimile, or regular mail, to Adams County an itemized Reimbursement Request for project costs that have been incurred as of the date of the request. Each Reimbursement Request shall contain the following: (1) copies of invoices and/or employee time sheets complete with a spreadsheet indicating hours worked, wages earned, and taxes and benefits paid for work related specifically to the Project; (2) documentation substantiating that the Applicant has paid for the costs for which it is requesting reimbursement, including but not limited to cancelled checks or proof of a wire transfer; and (3) a brief summary of the work completed to date.
 - d. Approval of Payment of Reimbursement Requests. The Adams County Open Space Program Manager shall approve or disapprove the amount of each Reimbursement Request within fifteen (15) days of receipt of a legible Reimbursement Request. Payment shall be made to Applicant by check or electronic fund transfer.
 - e. Disapproval of Reimbursement Request. If Adams County disapproves any amount or amounts in a Reimbursement Request, Adams County shall promptly notify Applicant of the reason therefore. Upon receipt of disapproval, Applicant and Adams County shall meet within one week to discuss what, if anything, the Applicant can do to obtain payment of the requested amount that was denied.
8. Signage. Applicant shall erect and maintain an Adams County Open Space Sign, which shall be provided by Adams County, in a prominent place on the Project site, unless the Project will not be open to the public.
 9. Publicity. In all press releases regarding this Project, Applicant shall include the following statement: "This Project was funded in part with proceeds from the Adams County Open Space Sales Tax. The Adams County Open Space Sales Tax was passed by the Adams County voters in 1999, and reauthorized in November 2004, to be extended until December 31, 2026."
 10. Miscellaneous Provisions.
 - A. Good Faith. Both Parties have an obligation to act in good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

- B. Applicable Law. Colorado law applies to the interpretation and enforcement of this Agreement.
- C. Time is of the essence. Time is of the essence in this Agreement.
- D. Authority. The undersigned represents and warrants that he or she is duly authorized and has legal capacity to execute this agreement on behalf of the Applicant, that the Applicant's obligations in this Grant Agreement have been authorized, and that the Grant Agreement is a valid and legal agreement binding on the Applicant in accordance with its terms.
- E. Survival. The terms and provisions of this Agreement and Applicant's obligations hereunder shall survive the funding of the Grant.
- F. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF ADAMS, STATE OF COLORADO

Chair

ATTEST:
STAN MARTIN, CLERK

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

ADAMS COUNTY PARKS & OPEN SPACE DEPARTMENT,
APPLICANT

By (signature)

Printed name

Title



Adams County Open Space Modification Request Form

Revised 12/2011

Must be received by Adams County Open Space staff a minimum of 90 days prior to project due date.

Date of Request:	<u>11/29/2017</u>
Grantee Name:	<u>Adams County</u>
Project Name:	<u>Clay Street Community Trail Project / OSG2012-00022</u>
Contact Person:	<u>Marc Pedrucci</u>
Phone Number:	<u>(303) 637-8014</u>
Email:	<u>mpedrucci@adcogov.org</u>
Project Due Date:	<u>May 23, 2018</u>

Previously Submitted Leverage Summary:	Proposed Revision to Leverage Summary:
Grant Total: <u>\$1,500,000.00</u>	Grant Total: <u>\$1,500,000.00</u>
Total Project Costs: <u>\$2,950,000.00</u>	Total Project Costs: <u>\$2,950,000.00</u>
% of Funding Requested: <u>50.80%</u>	% of Funding Requested: <u>50.80%</u>

Please provide a description of the changes to the project as well as an explanation for the changes. Please provide specific details.

The Parks & Open Space Department and The Public Works Department are requesting a modification to the Clay Street Community Trail Project. The project has been completed per the modification that was approved on December 9, 2014 and Public Works is ready to request reimbursement in the amount of \$516,646.98. Due to significant cost savings on the project, there will be \$983,353.02 amount of funds remaining on the grant. Public Works and Parks are requesting the following: 1) the ability to redirect grant funds towards design and construction of the Gateway Plaza and Federal Boulevard Medians Project; 2) the ability to redirect grant funds towards the design and construction of approximately 1400' linear feet of 10' wide detached concrete trail connection along the north side of 60th Avenue to connect the Clay St. Community Trail to the Clear Creek/ Federal RTD Station; and 3) the ability to request periodic reimbursements of the grant funds.

Are you also requesting an extension? Yes No Requested Due Date: _____
 (No longer than 6 months)

Attach the following:

- Copy of original budget submitted with grant application
- Revised budget
- Copy of original timeline submitted with grant application
- Revised timeline
- Evidence of progress (Photos of project or in narrative above)



Adams County Open Space Modification Request Form

Revised 12/2011

Prepared by: Marc Pedrucci

Date: 11/29/2017

Print name: Marc Pedrucci

Title: Natural Resource Manager

Attachment A - Project Budget

Date: _____

Project Name: Clay Street Community Trail

Amount Requested: \$1,500,000.00

% Total Project Costs: 40.8

All organizations or individuals providing in-kind contributions are required to provide a letter of commitment outlining their contribution(s) as stated in the Project Budget.

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Mobilization and Dewatering	\$65,720.00		\$42,935.00	\$46,345.00		\$155,000.00
Site Preparation	\$19,740.00		\$12,890.00	\$13,920.00		\$46,550.00
Unclassified Excavation/Embankment Material	\$23,955.00		\$15,650.00	\$16,890.00		\$56,495.00
Erosion Control/Water Quality/Seeding	\$101,335.00		\$66,205.00	\$71,460.00		\$239,000.00
Concrete, Rip-rap, Asphalt	\$51,580.00		\$33,700.00	\$36,370.00		\$121,650.00
14' x 10' Reinforced Concrete Box	\$762,110.00		\$495,870.00	\$537,400.00		\$1,795,380.00
Fencing	\$24,490.00		\$15,995.00	\$17,265.00		\$57,750.00
Pedestrian Bridge	\$84,800.00		\$55,400.00	\$59,800.00		\$200,000.00
Lighting, Signs, Traffic Control, Survey	\$28,285.00		\$18,470.00	\$19,945.00		\$66,700.00
Contingency (25%)	\$290,185.00		\$189,741.00	\$204,705.00		\$684,631.00
CDOT Right of Way Donation					\$156,800.00	\$156,800.00
Construction Engineering	\$47,800.00		\$22,300.00	\$29,900.00		\$100,000.00
<i>Budget Total</i>	<i>\$1,500,000.00</i>		<i>\$969,156.00</i>	<i>\$1,054,000.00</i>	<i>\$156,800.00</i>	<i>\$3,679,956.00</i>

Attachment A - Project Budget - Revised

Date: November 28, 2011

Project Name: Clay Street Community Trail

Amount Requested: \$1,500,000.00

% Total Project Costs: 50.8

All organizations or individuals providing in-kind contributions are required to provide a letter of commitment outlining their contribution(s) as stated in the Project Budget.

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Clay St. Community Trail	\$516,650.00			\$1,054,000.00	\$306,170.00	\$1,876,820.00
Gateway Park	\$558,350.00		\$50,000.00			\$608,350.00
Federal Boulevard Medians	\$225,000.00		\$25,000.00			\$250,000.00
Detached Concrete Trail Connection	\$200,000.00		\$20,000.00			\$220,000.00
Budget Total	\$1,500,000.00		\$95,000.00	\$1,054,000.00	\$306,170.00	\$2,955,170.00

Attachment B - Estimated Project Timeline

Project Name: Clay Street Community Trail

Date: February 1, 2012

Timeline should reflect scheduling for each task of your project over the next 24 months. Describe each task of your project and put an X in the column to the right for the month that task will occur.

Description of Task	June 2012	July 2012	August 2012	September 2012	October 2012	November 2012	December 2012	January 2013				
Complete Trail Design	X											
Advertise, Bid and Award Construction Contract		X										
Complete Trail Construction								X				

Description of Task												

Attachment B - Estimated Project Timeline - Revised

Project Name: Clay Street Community Trail

Date: November 28, 2018

Timeline should reflect scheduling for each task of your project over the next 24 months. Describe each task of your project and put an X in the column to the right for the month that task will occur.

Description of Task	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018
Complete 100% Specs & Design for Gateway Park and Federal Blvd. medians	X											
Advertise, Bid and Award Construction Contract for Gateway Park and Federal Blvd. medians			X	X	X	X						
Construct Gateway Park and Install Irrigation and Landscaping for Federal Blvd. medians							X	X	X	X	X	X
Begin design of trail connection from Clay St. Trail to Clear Creek/Federal RTD Station							X					

Description of Task	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019	December 2019
Closeout of Open Space Grant for the Gateway Park and Federal Blvd. medians	X	X	X									
Complete design of trail connection from Clay St. Trail to Clear Creek/Federal RTD Station	X											
Advertise, Bid, and Award Construction Contract for trail connection from Clay St. to RTD Station		X	X	X	X							
Construct Trail Connection from Clay St. Trail to the RTD Station						X	X	X				



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 23, 2018
SUBJECT: Resolution approving release of right-of-way contract between Adams County and Kerr-McGee Gathering, LLC, for a pipeline easement.
FROM: Kristin Sullivan, Director of Community and Economic Development
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the release of right-of-way contract for a pipeline easement.

BACKGROUND:

The former Adams County Sheriff's Shooting Range, located at 14451 Riverdale Road, has been closed since 2012 when the Flatrock Facility opened. Since that time, Adams County has developed a Corrective Action Plan to clean up the property in accordance with the requirements of the Colorado Department of Public Health and Environment (CDPHE). This plan includes remedies such as treating the lead-contaminated soil, digging a drainage swale, and constructing a landfill cover.

In 1983, the County granted an easement to Vessels Gas Processing, Ltd. for the construction and operation of a pipeline for the transportation of oil and gas products. This easement transects the former shooting range property and complicates the planned remediation efforts. Kerr McGee Gathering, LLC (Kerr McGee) acquired the pipeline and associated easement in 2011. Kerr McGee abandoned the pipeline in place in December 2016. Due to multiple environmental constraints on the property, Kerr McGee has agreed to release the right-of-way contract for the pipeline easement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development Department
Office of the County Attorney

ATTACHED DOCUMENTS:

Resolution
Release of Right-of-Way Contract

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2018-

**RESOLUTION APPROVING RELEASE OF RIGHT-OF-WAY CONTRACT BETWEEN
ADAMS COUNTY AND KERR-MCGEE, LLC, FOR AN ABANDONED PIPELINE**

WHEREAS, Adams County owns a parcel of land located in the Southeast Quarter of the Southwest Quarter of Section 14, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado (the "Property"); and,

WHEREAS, Kerr-McGee, LLC, is the successor of a Right-of-Way Contract recorded in Book 2796, Page 474 at Reception No. B464030; and,

WHEREAS, Kerr-McGee, LLC, requires the release of the right-of-way contract over the County's property; and,

WHEREAS, approving the Release of Right-of-Way Contract on the County property will not impact the County's use of the property.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Release of Right-of-Way Contract between Adams County and Kerr-McGee, LLC, copy of which is attached hereto, be approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute the Release of Right-of-Way contract.

RELEASE OF RIGHT-OF-WAY CONTRACT

KNOW ALL MEN BY THESE PRESENTS: That **KERR-MCGEE GATHERING LLC, a Colorado limited liability company**, as successor in interest to Vessels Gas Processing, Ltd., for good and valid consideration does hereby release, relinquish, quit-claim, and surrender to **ADAMS COUNTY, COLORADO**, all right, title and interest, in and to that certain Right-of-Way Contract dated September 12, 1983 and recorded September 30, 1983 in Book 2796, Page 474 at Reception No. B464030 of the Adams County real estate records, insofar as same covers the following described land, to-wit:

Township 1 South, Range 67 West, 6th P.M.
Section 14: The Southwest Quarter of the Southwest Quarter (SW/4SW/4)
situated in the County of Adams and State of Colorado.

By its execution hereof, **Adams County** confirms, agrees and acknowledges that **KERR-MCGEE GATHERING LLC** may and shall abandon, in-place, the pipeline associated with the Right-of-Way Contract referenced above.

This Release of Right of Way Contract is dated and effective this 18th day of December, 2017.

KERR-MCGEE GATHERING LLC,
a Colorado limited liability company

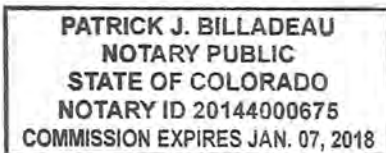
By: 
Lindsay N. Jaffee, Agent and Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of December, 2017, by Lindsay N. Jaffee as Agent and Attorney-in-Fact of Kerr McGee Gathering LLC, a limited liability company, on behalf of such corporation.

Witness my hand and official seal.

My Commission Expires: 1-7-18



Notary Public: 

(SEAL)

Board of County Commissioners,
County of Adams, State of Colorado

Attest:
Stan Martin, Clerk

By: _____
Eva J. Henry, Chair

By: _____
Deputy Clerk

Approved as to form: _____
County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 23 th , 2018
SUBJECT: Resolution to appoint Marc Pedrucci and Aaron Clark as proxy for calendar year 2018 to conduct ditch and reservoir company business on behalf of Adams County.
FROM: Marc Pedrucci and Nathan Mosley
AGENCY/DEPARTMENT: Parks and Open Space
HEARD AT STUDY SESSION ON N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the resolution to appoint Marc Pedrucci and Aaron Clark as proxy for calendar year 2018 to conduct ditch and reservoir company business on behalf of Adams County.

BACKGROUND:

Adams County is a shareholder in eight irrigation ditch and reservoir companies: the Farmers High Line Canal, Brantner, Lower Clear Creek, Colorado Agricultural, Allen, and the Oliver Ditch Companies; and the Burlington Ditch Reservoir and Land Co., and the Wellington Reservoir Company. Ditch business, assessments, etc. are determined by a vote of shareholders. The resolution will authorize Marc Pedrucci and Aaron Clark to vote on ditch matters without having to submit proxy forms for each individual 2018 annual shareholder meetings, as well as serve on the board of directors of some of the ditch companies.

The resolution also authorizes Marc Pedrucci and Aaron Clark to sign four (4) annual renewal contracts with the Lower Clear Creek Ditch Company for the purchase of 120 inches of water rights associated with the Fukaye, Miller, and Elaine T. Valente Open Space Properties. These water rights are used to irrigate agricultural properties that are leased by the County, and were acquired as part of the open space acquisitions along the S. Platte River corridor. The total cost of the water rights for 2018 is \$5,280 and is budgeted by the Parks Dept. annually in cost center 6107 (Open Space Projects Fund).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 27

Cost Center: 6107

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<u><u> </u></u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8540		\$5,280
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$5,280</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPOINTING MARC PEDRUCCI AND AARON CLARK AS PROXIES FOR
CALENDAR YEAR 2018 TO CONDUCT DITCH AND RESERVOIR COMPANY
BUSINESS AND TO SIGN ANNUAL RENEWAL CONTRACTS ON BEHALF OF
ADAMS COUNTY

WHEREAS, Adams County is a shareholder in the Farmers Highline Canal, Brantner, Lower Clear Creek, Colorado Agricultural, Allen, and Oliver Ditch Companies, and the Burlington Ditch Reservoir and Land Company, and the Wellington Reservoir Company; and,

WHEREAS, the aforementioned ditch and reservoir companies conduct business by means of shareholder voting; and,

WHEREAS, the Adams County Board of County Commissioners wishes to appoint a proxy for calendar year 2018 to vote or otherwise act on the County's behalf with respect to ditch and reservoir company business; and,

WHEREAS, Marc Pedrucci and Aaron Clark are employees of Adams County possessing the requisite knowledge to competently represent the County at ditch and reservoir company meetings; and,

WHEREAS, Adams County has acquired deeded rights to purchase 120 inches of contract water from the Lower Clear Creek Ditch Company on an annual basis; and,

WHEREAS, a contract for purchase of the water is required by the ditch company to be renewed annually.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Marc Pedrucci and Aaron Clark are hereby appointed as proxy for the calendar year 2018 to vote and represent Adams County's share interest in the aforementioned ditch and reservoir companies.

BE IT FURTHER RESOLVED that Marc Pedrucci and Aaron Clark are authorized to sign the annual renewal contracts for the purchase of 120 inches of Lower Clear Creek Ditch water.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 23, 2018
SUBJECT: IGA Adams County Signal System Upgrade
FROM: Jeffery A. Maxwell, PE, PTOE – Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) to distribute federal funds for upgrades to 25 traffic signals in Adams County.

BACKGROUND:

Public Works intends to improve the traffic signal cabinet systems located on Pecos Street from West 52nd Avenue north to West 84th Avenue and on Washington Street from East 52nd Avenue north to East 78th Avenue. This project will consist of a complete traffic cabinet replacement and equipment upgrade at 23 signal locations, and enhancements to 2 traffic signals recently installed on the Pecos corridor.

An application for funding through the Denver Regional Council of Governments (DRCOG) grant funding program was submitted and approved in the amount of \$1,415,521, with no matching funds required from the County.

An IGA with CDOT is required to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the Federal Highway Administration (FHWA).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

- Adams County Public Works
- Adams County Office of County Attorney

- Colorado Department of Transportation (CDOT)
- Denver Regional Council of Governments (DRCOG)
- Federal Highway Administration (FHWA)

ATTACHED DOCUMENTS:

- Resolution
- Project IGA between Adams County and CDOT

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 13
Cost Center: 3056

	Object Account	Subledger	Amount
Current Budgeted Revenue:	13.5255		\$1,425,521
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$1,425,521</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	3056.9130	30561836	\$1,425,521
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$1,425,521</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND THE COLORADO DEPARTMENT OF TRANSPORTATION
FOR THE IMPROVEMENT OF 25 TRAFFIC SIGNALS ON PECOS STREET FROM
WEST 52ND AVENUE NORTH TO WEST 84TH AVENUE AND ON WASHINGTON
STREET FROM EAST 52ND AVENUE NORTH TO EAST 78TH AVENUE.**

Resolution 2018-

WHEREAS, Adams County and the Colorado Department of Transportation (CDOT), hereafter referred to as “The County” and “The State,” respectively, have drafted an Intergovernmental Agreement (IGA) for the purpose of distributing federal grant funds to The County; and,

WHEREAS, Adams County has been awarded a federal grant in the amount of \$1,415,512.00; and,

WHEREAS, these grant monies have been awarded for the purpose of improving Adams County traffic signals on Pecos Street from West 52nd Avenue north to West 84th Avenue and on Washington Street from East 52nd Avenue north to East 78th Avenue; and,

WHEREAS, this project is fully funded by federal grant funds with no matching funds required from The County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and the Colorado Department of Transportation, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said IGA on behalf of Adams County.

**STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
 Signature and Cover Page**

State Agency Department of Transportation			Agreement Routing Number 18-HAA-XC-00050
Local Agency ADAMS COUNTY GOVERNMENT			Agreement Effective Date The later of the effective date or December 22, 2017
Agreement Description SIGNAL SYSTEM UPGRADE			Agreement Expiration Date Ten years from the Effective Date or the date of final payment for and final audit of the project, whichever occurs sooner.
Project # AQC PIC1- 011 (22324)	Region # HQ	Contract Writer VJM	Agreement Maximum Amount \$1,425,521.00

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.

<p align="center">LOCAL AGENCY ADAMS COUNTY GOVERNMENT</p> <p align="center">_____</p> <p align="center">Signature</p> <p align="center">_____</p> <p align="center">By: (Print Name and Title)</p> <p align="center">Date: _____</p>	<p align="center">STATE OF COLORADO John W. Hickenlooper, Governor Department of Transportation Michael P. Lewis, Executive Director</p> <p align="center">_____</p> <p align="center">Joshua Laipply, P.E., Chief Engineer</p> <p align="center">Date: _____</p>
<p align="center">2nd State or Local Agency Signature if Needed</p> <p align="center">_____</p> <p align="center">Signature</p> <p align="center">_____</p> <p align="center">By: (Print Name and Title)</p> <p align="center">Date: _____</p>	<p align="center">LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p align="center">_____</p> <p align="center">Assistant Attorney General</p> <p align="center">_____</p> <p align="center">By: (Print Name and Title)</p> <p align="center">Date: _____</p>
<p>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.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p align="center">By: _____</p> <p align="center">Department of Transportation</p> <p align="center">Effective Date: _____</p>	

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- EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

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; 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**.
- B. Initial Term
- 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 the date of notice of CDOT final acceptance ("Agreement Expiration Date") shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement.
- 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, 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 of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this 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.

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").

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.

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. “**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.
- D. “**Budget**” means the budget for the Work described in **Exhibit C**.
- E. “**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.
- F. “**Consultant**” means a professional engineer or designer hired by Local Agency to design the Work Product.
- G. “**Contractor**” means the general construction contractor hired by Local Agency to construct the Work.
- H. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- I. “**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.
- J. “**Evaluation**” means the process of examining Local Agency’s Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- K. “**Exhibits**” means the following exhibits attached to this Agreement:
 - i. **Exhibit A**, Statement 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”)
- L. “**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.

- M. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient.
- N. **“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.
- O. **“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.
- P. **“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.
- Q. **“Initial Term”** means the time period defined in **§2.B**
- R. **“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.
- S. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- T. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- U. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- V. **“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.
- W. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- X. **“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.
- Y. **“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.
- Z. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- AA. **“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.
- BB. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.
- CC. **“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.
- DD. **“Subcontractor”** means third-parties, if any, engaged by Local Agency to aid in performance of the Work.
- EE. **“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.
- FF. **“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.

- GG. “**Work**” means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- HH. “**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. STATEMENT 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 period of performance for a phase of Work authorized under this Agreement. To exercise this 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 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 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.

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

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

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.**).

C. Matching Funds

Local Agency shall provide matching funds as provided in **§7.A.** and **Exhibit C.** Local Agency shall have raised the full amount of matching 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 Matching 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.** 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.** 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 subsections B and C of the **Exhibit C.** Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. 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.

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 issue a unilateral Option Letter to simultaneously increase and 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 Update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. The State may update any information contained in **Exhibit C**, Sections 2 and 4 of the Table, and sub-sections B and C of the **Exhibit C**.

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:

1. Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
2. 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.
3. 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.
4. Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
5. 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.
6. Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
7. 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. 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 has not closed this Federal Award within 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 five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

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") of three years following the date of submission to the State of the final expenditure report, 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 years following final disposition of such property.

B. Inspection

Local Agency shall permit the State to audit, inspect, examine, excerpt, copy, and transcribe Local Agency 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 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.

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.

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.

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.

11. CONFLICT 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

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

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.

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 7 Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 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 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 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 cancelled 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 noninfringing Work or modify the Work so that it becomes noninfringing; 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.

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)
Matthew (Brian) Tennent, PE, PTOE, PMP, Professional Engineer I
CDOT HQ
425 C Corporate Circle
Golden, CO 80401
720-483-0449
mbrian.tennent@state.co.us

For the Local Agency

Adams County Government
Brian Staley, PE, PTOE, Senior Engineer – Traffic, Public Works
4955 E. 74th Avenue
Commerce City, CO 80022
303-853-7133
bstaley@adcogov.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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.

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.

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.

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 anytime thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 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. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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. Colorado Special Provisions in the main body of this Agreement.
 - ii. The provisions of the other sections of the main body of this Agreement.
 - iii. **Exhibit A**, Statement of Work.
 - iv. **Exhibit D**, Local Agency Resolution.
 - v. **Exhibit C**, Funding Provisions.
 - vi. **Exhibit B**, Sample Option Letter.
 - vii. **Exhibit E**, Local Agency Contract Administration Checklist.
 - viii. Other exhibits in descending order of their attachment.
- L. 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.
- M. 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.
- N. 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.
- N. **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.
- O. **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.
- P. **CORA Disclosure**
- To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.
- Q. **Standard and Manner of Performance**
- Local Agency shall perform its obligations under this Agreement in accordance with the customary standards of care, skill and diligence in Local Agency's industry, trade, or profession.
- R. **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.

21. COLORADO SPECIAL PROVISIONS

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

- A. **CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.**
- This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.
- B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**
- Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- C. **GOVERNMENTAL IMMUNITY.**
- No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 *et seq.* C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).
- D. **INDEPENDENT CONTRACTOR**
- Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency 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 Local Agency or any of its agents or employees. Unemployment insurance benefits will be available to Local Agency and its employees and agents only if such coverage is made available by Local Agency or a third party. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Local Agency shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Local Agency 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.**
- Local Agency shall strictly 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.**
- Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.
- G. **BINDING ARBITRATION PROHIBITED.**
- The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.
- H. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**
- State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement 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 Agreement. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency 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** and **Exhibit M** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and 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.

24. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement 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.

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EXHIBIT A, STATEMENT OF WORK

1. Project Scope

The intention of this project is to identify and improve the traffic cabinet systems located on Pecos Street from West 52nd Avenue north to West 84th Avenue, and on Washington Street from East 52nd Avenue north to East 78th Avenue. This project will consist of a complete traffic cabinet replacement and equipment upgrade at 23 signal locations, and enhancements to 2 traffic signals recently installed on the Pecos corridor.

Project improvements will include the following:

- Procurement of a central control system software (supporting IT infrastructure to be provided separately)
- Procurement of equipment to support a communication system connecting the Adams County Traffic Management Center (ACTMC) to 25 signal locations on the designated project corridors
- Integration of 25 signals into the central control system at the ACTMC
- Procurement and installation of traffic signal cabinets, controllers, and related support and safety equipment
- Procurement and installation of video detection equipment at 23 signal locations
- Procurement and installation of Uninterrupted Power Supply (UPS) battery backup systems at 23 signal locations

2. Statement of Need

The immediate need for the project in unincorporated Adams County on Pecos Street and Washington Street correlates with the increased density to the historic Adams County regional areas. The Pecos Street corridor has experienced a residential boom with the addition to the commercial development through the historical Perl Mack Neighborhood, the new Midtown Development, and the future Pecos Street RTD Station. These developments will be placing an increased demand and need for multi-modal streamlined transportation alternatives within the growing and expanding areas.

Currently on the Pecos Street corridor, Adams County Public Works maintains and operates 15 fully-functioning traffic lights and cabinets, some of which are over 20 years old and not consistently communicating with the ACTMC. The existing signals consistently demonstrate timing drift issues related to outdated equipment and communication failures. The Washington Street corridor improvements will help alleviate congestion as the corridor continues to grow and develop into a major thoroughfare for connectivity throughout the region. The Crossroads Commerce Park located at the Denver/Adams County border along Washington Street from East 51st Avenue to East 55th Avenue has recently established multiple commercial draw and immediate need for reliable traffic signals and patterns for commuter mobility as well as a growing customer base. The historical Denver Mart establishment located along Washington Street from East 58th Avenue north to the railroad tracks (where East 60th Avenue would otherwise be) in unincorporated Adams County has been hosting events since 1965. These events often draw a high volume of traffic. These events contribute to delay on the surrounding roadway network, and on Interstate 25. This project will provide cabinet upgrades at 8 traffic signal locations along the Washington Street corridor.

3. Planned Outcome

This project will improve 17 traffic signals on Pecos Street and 8 traffic signals on Washington street in unincorporated Adams County. These upgrades will enhance signal interoperability with surrounding jurisdictions, and will improve operations for emergency responders and everyday commuters. The area will see immediate improvement in travel time reliability and traffic signal coordination. This project will also reduce the overall delay and additional stops encountered by the daily commuter, and will provide tools to Adams County traffic operations personnel to help to reduce the average incident duration and the occurrence of secondary incidents. The project will help reduce and mitigate congestion which will enhance air quality in the region. Adams County does not currently have an emergency power backup system for the signal network. This project will include ups units at 23 of the proposed upgrade locations.

FHWA requires benefits be reported for projects that receive CMAQ funds. The Local Agency shall coordinate with the Metropolitan Planning Organization (MPO), or Transportation Planning Region (TPR), to submit the federally required CMAQ reporting information to CDOT.

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation		Option Letter Number ZOPTLETNUM			
Local Agency ZVENDORNAME		Agreement Routing Number ZSMARTNO			
Agreement Maximum Amount		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Agreement Effective Date The later of the effective date or ZSTARTDATEX</td> </tr> <tr> <td style="padding: 5px;">Current Agreement Expiration Date ZTERMDATEX</td> </tr> </table>		Agreement Effective Date The later of the effective date or ZSTARTDATEX	Current Agreement Expiration Date ZTERMDATEX
Agreement Effective Date The later of the effective date or ZSTARTDATEX					
Current Agreement Expiration Date ZTERMDATEX					
Initial term					
State Fiscal Year ZFYY_1	\$ ZFYA_1				
Extension terms					
State Fiscal Year ZFYY_2	\$ ZFYA_2				
State Fiscal Year ZFYY_3	\$ ZFYA_3				
State Fiscal Year ZFYY_4	\$ ZFYA_4				
State Fiscal Year ZFYY_5	\$ ZFYA_5				
Total for all state fiscal years	\$ ZPERSVC_MAX_ AMOUNT				

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (does not apply to Acquisition/Relocation or Railroads) and to update encumbrance amounts(a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- C. Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- D. Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- E. Option to update a Phase Performance Period and/or Modify OMB Uniform Guidance Information.

2. REQUIRED PROVISIONS:

Option A

In accordance with Section 2, C of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning on (*insert date*) and ending on the current contract expiration date shown above, under the same funding provisions stated in the Original Contract Exhibit C, as amended.

Option B

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*)is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for Exhibit C shall be labled as follows: C-2, C-3, C-4, etc.*).

Option C

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to*

which funds will be moved) 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 Section 7, E of the Original Agreement referenced above, the State hereby exerises its option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) 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**.

(The following language must be included on ALL options):

The Agreement Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

Option E

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exerises its option to authorize the Local Agency to update a Phase Performance Period and/or Modify OMB Uniform Guidance Information. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

3. OPTION EFFECTIVE DATE:

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

APPROVALS:

State of Colorado:

John W. Hickenlooper, Governor

By: _____ Date: _____
Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. 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 Controller
Robert Jaros, CPA, MBA, JD**

By: _____
Date: _____

EXHIBIT C – FUNDING PROVISIONS

AQC PIC1-011 (22324)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$1,425,521.00, which is to be funded as follows:

1. BUDGETED FUNDS				
a.	Federal Funds (100.00% of Participating Costs)			\$1,425,521.00
b.	Local Agency Matching Funds (0.00% of Participating Costs)			\$0.00
TOTAL BUDGETED FUNDS				\$1,425,521.00
2. OMB UNIFORM GUIDANCE				
a.	Federal Award Identification Number (FAIN):			TBD
b.	Federal Award Date (also Phase Performance Start Date):			See Below
c.	Amount of Federal Funds Obligated by this Action:			\$0.00
d.	Total Amount of Federal Award:			\$1,425,521.00
e.	Name of Federal Awarding Agency:			FHWA
f.	CFDA# - Highway Planning and Construction			CFDA 20.205
g.	Is the Award for R&D?			No
h.	Indirect Cost Rate (if applicable)			N/A
3. ESTIMATED PAYMENT TO LOCAL AGENCY				
a.	Federal Funds Budgeted			\$1,425,521.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs			\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$1,425,521.00
4. FOR CDOT ENCUMBRANCE PURPOSES				
a.	Total Encumbrance Amount			\$1,425,521.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109			\$0.00
Net to be encumbered as follows:				\$1,425,521.00
<i>Note: No funds are currently available. Construction funds will become available after federal authorization and execution of an Option Letter (Exhibit B) or formal Amendment.</i>				
WBS Element 22324.20.10	Performance Period Start*/End Date TBD / TBD	Const.	3300	\$0.00

***The Local Agency should not begin work until all three 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 milestones are achieved will not be reimbursable.**

B. Matching Funds

The matching ratio for the federal participating funds for this Work is 100.00% federal-aid funds to 00.00% Local Agency funds, it being understood that such ratio applies only to the \$1,425,521.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$1,425,521.00, and additional federal funds are made available for the Work, the Local Agency shall pay 0.00% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$1,425,521.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$1,425,521.00 (for CDOT accounting purposes, the federal funds of \$1,425,521.00 and the Local Agency matching funds of \$0.00 will be encumbered for a total encumbrance of \$1,425,521.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency’s awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving more than \$750,000 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 C.F.R. 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

EXHIBIT E, LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

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

After a project has been approved for Federal funding in the Statewide Transportation Improvement Program, the Colorado Department of Transportation (CDOT) Project Manager, Local Agency Project Manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual agreement between the Local Agency and CDOT. The CDOT Agreements Unit will not process a Local Agency agreement without this completed checklist. It will be reviewed at the Final Office Review meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. AQC.P1C1.011	STIP No. SST7051	Project Code 22324	Region ST
Project Location: 4955 E. 74 th Avenue Commerce City, CO 80022			Date 12/15/2017
Project Description: Upgrade 25 signalized intersections with cabinets, controllers, communications, and detection			
Local Agency Adams County	Local Agency Project Manager Brian Staley		
CDOT Resident Engineer Nitin Deshpande	CDOT Project Manager Brian Tennent		
<p>INSTRUCTIONS:</p> <p>This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i>.</p> <p>The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.</p> <p>Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.</p> <p>The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the 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.</p> <p>Note Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.</p>			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consistent with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data, Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 483		X
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement <ul style="list-style-type: none"> • Project Development • Construction Contract Administration (including Fabrication/Inspection Services) 	X X	
5.4	Conduct Design Scoping Review Meeting	X	
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
5.9	Obtain Utility and Railroad Agreements	X	
5.10	Conduct Final Office Review (FOR)	X	

CDOT Form 1243 7/15 Page 1 of 4

Previous editions are obsolete and may not be used.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
5.11	Justify Force Account Work by the Local Agency	X	
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	
5.13	Document Design Exceptions - CDOT Form 464	X	
5.14	Prepare Plans, Specifications and Construction Cost Estimates	X	
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)	X	
6.2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt) Mtin Deshpande _____ 12/6/2017 _____ CDOT Resident Engineer (Signature on File) Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances	X	
	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			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets UBDE goals		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		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	
8.2	Project Safety		X
8.3	Conduct Conferences		
	Pre-Construction Conference (Appendix B)		
	• Fabrication Inspection Notifications	X	
	Pre-survey		
	• Construction staking	X	
	• Monumentation	X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in CDOT Construction Manual)	X	
	Concrete Pavement Pre-Paving (Agenda is in CDOT Construction Manual)	X	
	HMA Pre-Paving (Agenda is in CDOT Construction Manual)	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
9.9	Check Final Materials Documentation	X	
9.10	Complete and Distribute Final Materials Documentation	X	
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 – Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the 'Commercially Useful Function' Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 – Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)	X	X
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification	X	
11.6	Check Final Quantities, Plans, and Pay Estimate. Check Project Documentation, and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 1419 from the Contractor and Submit to the Resident Engineer	X	
11.9	(FHWA Form 47 discontinued)	X	
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment	X	
11.12	Complete and Submit CDOT Form 850 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure	X	
11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	

- cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
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 agree 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 ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises 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. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies 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. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request:

Business Programs Office

Colorado Department of Transportation

4201 East Arkansas Avenue, Room 287

Denver, Colorado 80222-3400

Phone: (303) 757-9234

REVISED 1/22/98

REQUIRED BY 49 CFR PART 26

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 request for consultant services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of 10% for Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. 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.
6. 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.
7. 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, FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

FHWA-12/3-4 - Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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 Penalties
- VIII. Public Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Material 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 (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).

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.

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). 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 bid proposal or request for proposal 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 contract that contains)

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 supervision and to all work performed on the contract by piecework, station work, or by subcontractor.

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. **Seclusion 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 later determined by a court, who or on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1626-627, Title 29 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 530.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.1(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 60, and 29 CFR 1626-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 29 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 530.

The following provision is adopted from 23 CFR 230 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 and to facilitate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (29 CFR 30, 29 CFR 1630, 29 CFR 1626-1627, 41 CFR 60 and 40 CFR 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 29 C.F.R. 16 and 29 C.F.R. 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.

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, 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 officer 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 in 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

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

b. The contractor will periodically survey 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.

d. Consistent with the contractor's work force requirements and as permitted under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, at a on-the-job training program 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 this special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

e. The contractor will advise employees and applicants for employment of available training programs and let for use 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. Actions by the contractor, either directly or through a contractor's association acting as agent, will reduce the procedures set forth below:

a. The contractor will use good faith efforts to cooperate in cooperation with the unions, joint training programs aimed toward qualifying, inside minority hires and members 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, national origin, age or disability.

c. The contractor is to obtain information as to the general 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, national origin, age or disability; making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide referrals) shall be taken under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union refuses to provide a flow of referrals, the contractor shall meet its obligations pursuant to Executive Order 11243, 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 there under. 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, 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 and 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. Affirmative Action Required by 48 CFR 26.13(b):

a. The requirements of 48 CFR Part 20 and the State DCA's U.S. DOT-approved DDC program are incorporated by reference.

b. The contractor 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 48 CFR Part 20 in the award and administration of DOT-assigned 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 contracting agency deems appropriate.

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 DAWID.

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 contractor 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 tasked in each work classification required by the contract work. This information is to be reported on Form T.W.A. 1381. 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 or 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 \$10,000 or more.

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, 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 eating 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 owner-bid subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.C "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, 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 5)), the full amount of 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(a)(2) of the Davis-Bacon Act or behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1(d) 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.6(a)(4). 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 classification and wage rates contained under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1337) shall 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.(1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where applicable) determined pursuant to paragraphs 1.a.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the class (class) under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit of an hourly cash equivalent thereof.

d. 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 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.

2. Withholding

The contractor, agency shall upon its own action or upon written request of an authorized representative of the Davis-Bacon Act, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other substantially assigned contract, subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the contract payment as may be advanced as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contractor, agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of a contract payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working of the site of the work. Such records shall contain the name, address and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act; daily and weekly number of hours worked; deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 20.04X1 (a)(1) 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 section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainees programs, the registration of the apprentices and trainees, and the rates and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(1), except that full social security numbers and home addresses shall not be included on weekly transmissions. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dhs.gov/eis/vvt/wh/forms/wh347.html> or its successor site. The prime contractor is responsible for the submission of copies of payrolls to all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 55.5 (a)(3)(1) of Regulations, 29 CFR part 5, the appropriate information is being maintained under 55.5 (a)(3)(6) of Regulations, 29 CFR part 5, and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and helper) employed 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 Regulations, 29 CFR part 5;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the substitution of work performed, as specified in the applicable wage determination incorporated in the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 201 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or reproduction by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.112.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL)

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly

rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the IRLWU)

Except as provided in 29 CFR 5.18, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll of a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

4. 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. 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 journeymen 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.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination or 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 20 CFR 6.12.

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.

9. Disputes concerning labor standards. 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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(e)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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 20 CFR 6.5(a) or 20 CFR 4.8. As used in this paragraph, the terms laborers and mechanics include watchmen 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.

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. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 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.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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" 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:

- (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 payroll statements in 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.

2. 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. 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.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts, however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of the contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 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.

2. It is a condition of the 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 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).

3. Pursuant to 29 CFR 1028.2, it is a condition of this contract that the Secretary of Labor or authorized representative therefor, 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 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 Road Act approved July 1, 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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 300 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY PARTICIPATION IN LOWER TIER COVERED TRANSACTIONS

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.

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.

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.

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.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily participated," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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 Participation - 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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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, rebarred, ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(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;

(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; 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee of Federal funds (such as the prime or general contract). "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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is consulted by the General Services Administration.

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 (b) 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.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to verify to any of the statements in this certification, such prospective participant shall 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 (46 CFR 20).

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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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 DRI 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 valid 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) herein.

2. The contractor shall issue 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 changed, 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 28 CFR 333.207(e) allow the contracting agency to provide a substantial 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).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear 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 in excess of \$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

42 USC 6101 et seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 C.F.R. Part 80 et. seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.

ADA

The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611.

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.

EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
 - 1.1.1. Grants;
 - 1.1.2. Contracts;
 - 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.4. Loans;
 - 1.1.5. Loan Guarantees;
 - 1.1.6. Subsidies;
 - 1.1.7. Insurance;
 - 1.1.8. Food commodities;
 - 1.1.9. Direct appropriations;
 - 1.1.10. Assessed and voluntary contributions; and
 - 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

 - 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14. Any award classified for security purposes; or
 - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
 - 1.2. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
 - 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
 - 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
 - 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;
 - 1.5.3. A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and

is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

- 2. Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
- 4. Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1.** The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2.** In the preceding fiscal year, Contractor received:
 - 4.2.1.** 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2.** \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3.** The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
- 5. Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
- 6. Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7. Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 ToSAM. 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)?	<input type="checkbox"/>	<input type="checkbox"/>	
2	Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAF, STP-M, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	<input type="checkbox"/>	<input type="checkbox"/>	
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	a) Were there non-compliance issues in this prior review?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) What were the number and extent of issues in prior review?	<input type="checkbox"/> 1 to 2	<input type="checkbox"/> > 2	<input type="checkbox"/>
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>	<input type="checkbox"/>	<input type="checkbox"/>	
FINANCIAL ASSESSMENT		Yes	No	N/A
7	a) Does your entity have an indirect cost rate that is approved and current? b) If Yes, who approved the rate, and what date was it approved?	<input type="checkbox"/>	<input type="checkbox"/>	
8	Is this grant/award 10% or more of your entity's overall funding?	<input type="checkbox"/> >10%	<input type="checkbox"/> <10%	
9	Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Has your entity had difficulty meeting local match requirements in the last three years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	<input type="checkbox"/>	<input type="checkbox"/>	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	<input type="checkbox"/>	<input type="checkbox"/>	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	<input type="checkbox"/>	<input type="checkbox"/>	
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	How many total FTE perform accounting functions within your organization?	<input type="checkbox"/> ≥ 6	<input type="checkbox"/> 2 to 5	<input type="checkbox"/> ≤ 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.)	<input type="checkbox"/>	<input type="checkbox"/>	
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


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>		<input type="checkbox"/>	<input type="checkbox"/>
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>		<input type="checkbox"/>	<input type="checkbox"/>
<p>Comments - <i>As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.</i></p> <div style="background-color: #ffffcc; height: 200px; border: 1px solid black;"></div>			
<input type="checkbox"/> <i>By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.</i>			<small>(001 Version: 02.0 (05/18/16))</small>

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.

- 9. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
- 9.1. “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
 - 9.2. “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.
 - 9.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
 - 9.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 9.5. “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.
 - 9.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
 - 9.7. “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
 - 9.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
 - 9.9. “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.
 - 9.10. “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.
 - 9.11. “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.
- 10. 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.

11. 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 subcontract or 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."

- 4.2 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.

- 4.3 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.
- 4.4 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).
- 4.5 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 4.6 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.

4. 8. 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.

9. 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.

10. 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.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 23, 2018
SUBJECT: Human Services Workforce and Business Center (TANF) Funded Program
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Adams County Human Services Department Workforce and Business Center, (TANF)
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves an agreement with Family Tree, Inc., to provide domestic violence shelter and services for Temporary Assistance to Needy Families (TANF) in Adams County.

BACKGROUND:

Adams County's Human Services Department currently provides programs that are designed to stabilize, strengthen, and connect children and families with community services. The Human Services Department (HSD) received a Temporary Assistance for Needy Families (TANF) Grant from the Federal Government to assist with the goals of the Human Services Department Workforce and Business Center.

A Request for Proposal was solicited through the Rocky Mountain E-Purchasing and responses were opened on October 25, 2017. One proposal was submitted from Family Tree, Inc., located in Wheat Ridge, Colorado. After reviewing and evaluating the proposal, HSD confirmed that the Family Tree, Inc., submittal was responsive, responsible, and in the best interest of the County. HSD recommends awarding an initial one (1) year agreement with two (2) one-year renewal options.

The Human Services Department received a TANF Block Grant from the State to assist with the goals of the Workforce and Business Center (TANF) program in 2018. The grant awarded will provide eighty-five (85%) percent funding, with Adams County responsible for the remaining fifteen (15%) percent.

The cost for the first year of the agreement will be for the amount of one hundred seventy-two thousand, five hundred, forty-three dollars (\$172,543.00). The service effective date will begin March 1, 2018, through February 28, 2019.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department Workforce and Business Center (TANF)

ATTACHED DOCUMENTS:

Resolution
Evaluation Summary Sheet

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 15			
Cost Center: 3070 i856 4195			
	Object Account	Subledger	Amount
Current Budgeted Revenue:	5755		\$146,661.55
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$146,661.55</u>
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7645		\$172,543.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$172,543.00</u></u>

New FTEs requested: YES X NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDDING AN AGREEMENT TO
FAMILY TREE, INC., TO PROVIDE DOMESTIC VIOLENCE SHELTER AND SERVICES
FOR TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF)

WHEREAS, Family Tree, Inc., submitted a proposal to provide domestic violence shelter and services for Temporary Assistance to Needy Families (TANF) in Adams County; and,

WHEREAS, the Family Tree, Inc., program is being funded eighty-five (85%) percent by a federal grant, with Adams County responsible for the remaining fifteen (15%) percent; and,

WHEREAS, Family Tree, Inc., agrees to provide the services for a total amount of \$172,543.00 for the first year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Family Tree, Inc., to provide domestic violence shelter and services for Temporary Assistance to Needy Families (TANF) in Adams County.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Agreement with Family Tree, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.

RFP 2017.376 Domestic Violence Shelter and Services

CONTRACTOR: Family Tree, Inc.

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2				CATEGORY TOTALS	COSTS/FEES
CONTRACTOR'S ABILITY TO PROVIDE ALL SERVICES	60	58	55				113	\$172,543.00
FEE SCHEDULE	25	24	25				49	
ORGANIZATIONAL BUDGET AND ABILITY TO WORK ON REIMBURSEMENT BASIS	15	15	15				30	
TOTALS:	100	97	95				192	

TOTAL SCORE:

192

AVERAGE

96.0



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 23, 2018
SUBJECT: Human Services Workforce and Business Center (TANF) Funded Program
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Adams County Human Services Department Workforce and Business Center, (TANF)
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two to renew the agreement with Family Tree, Inc., to provide Child Only Case Management Services for Temporary Assistance to Needy Families (TANF) in Adams County.

BACKGROUND:

Since 1999, the Human Services Department has provided a short-term case management program for “child only” Temporary Assistance for Needy Families (TANF) cases called Stable Families. The program assists specified caretaker families and families with parents who are in the home, but not eligible for TANF Basic Cash Assistance (BCA). The goal of the program is to stabilize children in their home or the home of a relative through referrals to community services providers with the assistance of resources, and supportive services, to assist with custody or adoption when appropriate.

These services are in accordance to the standards of Adams County and the State of Colorado including; the timely provision of family stabilizing resources/supportive services, evaluation of family stability and safety of children, identification of additional family needs to stabilize children in their home or the home of a relative, assist with custody/adoption when appropriate, and connection with community resources. To continue to better serve Child Only families, the Human Services Department is requesting that these services be renewed for the last option year.

The Board of County Commissioners awarded the original agreement on March 22, 2016 and approved the first renewal option under Amendment One on March 7, 2017. At this time, the Human Services Department Workforce and Business Center (TANF) is requesting the approval of the last renewal option of the agreement with Family Tree, Inc., to provide the TANF Stable Families program for families who are eligible for TANF in Adams County.

Family Tree, Inc., has met the Human Services Department's expectations of the Agreement.

- They assisted 155 first-time families (207 annualized), and provided services and support to 20 reactivated families (27 annualized).
- Distributed \$283,451.00 in supportive services (\$377,935.00 annualized) through EBT, checks and gift cards.
- Increased the number of additional home visits (45 for the contract year, 60 annualized), and in-kind services (24 for the contract year, 32 annualized).

The number of families served, and services provided have significantly increased since the last agreement term. In review of the 2016-2017 agreement year, only 142 new families were served with a total of \$223,577.00 in supportive services. The increase in families served is a direct result of working with Human Services staff in identifying eligible families.

The Human Services Department received a TANF Block Grant from the State to assist with the goals of the Workforce and Business Center (TANF) program in 2017. The grant awarded will provide eighty-five (85%) percent funding, with Adams County responsible for the remaining fifteen (15%) percent.

The fees for the last year renewal will be for the amount of two hundred sixty-two thousand nine hundred ninety-two dollars (\$262,992.00). Fees include program expenses for; staff, rent, utilities, insurance, phone service, client education, criminal background investigations, supplies, mileage, printing and postage, parenting groups, and legal clinic expenses.

The service effective date will begin March 1, 2018 through February 28, 2019.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department Workforce and Business Center (TANF)

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 15
Cost Center: 3070i8784195.7645 and 3070i1504200.7645

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5755		\$223,543.20
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$223,543.20</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7645		\$262,992.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$262,992.00</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN ADAMS
COUNTY AND FAMILY TREE, INC., TO PROVIDE CHILD ONLY CASE MANAGEMENT
SERVICES FOR TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)

WHEREAS, Family Tree, Inc., is currently providing Child Only Case Management Services for the Temporary Assistance for Needy Families (TANF) Program; and,

WHEREAS, this Human Services Department program is being funded eighty-five (85%) percent by the State, with Adams County responsible for the remaining fifteen (15%) percent; and,

WHEREAS, Family Tree, Inc., agrees to provide the services for a total amount of \$262,992.00 for the last renewal year; and,

WHEREAS, the Human Services Department is pleased with services provided by Family Tree, Inc., under the current agreement, believes the fees are fair and reasonable, and wishes to exercise the last renewal option of the agreement with Family Tree, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement between Adams County and Family Tree, Inc., be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign Amendment Two with Family Tree, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 23, 2018
SUBJECT: Screened Structural Fill Material
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Adams County Public Works Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Change Order One to renew the Purchase Order Agreement with Asphalt Specialties Co., Inc., for screened structural fill material.

BACKGROUND:

The Public Works Department (Public Works) has implemented an accelerated gravel road rehabilitation program. This program includes the mixing and blending of various gravel materials to produce surface gravel that is then used and placed to resurface existing gravel roads, which reduces costs.

Public Works has identified roads to be rehabilitated for the 2018 gravel road resurfacing program and, therefore, requires preparations to begin in early 2018. These preparations are primarily focused on the mixing and stockpiling of gravel surface materials to be hauled and used as the weather permits. Screened Structural Fill material is a primary ingredient for surface gravel mixtures, and is the binding material that is able to absorb chemical treatments that enhance gravel performance. Stockpiling pre-mixed surface gravel can accelerate gravel surfacing activities by significantly reducing delays associated with the blending and mixing functions, while maintaining adequate inventory of pre-mixed gravel.

A formal Invitation for Bid was posted on Rocky Mountain ePurchasing System in November, 2016, and approved by the Board of County Commissions for award to Asphalt Specialties Co., Inc., for a one year agreement, with two one year renewal options.

Public Works is pleased with the material provided by the contractor and is requesting the approval of the first renewal year option for the 2018 projects through February 20, 2019.

Asphalt Specialties Co., Inc., has agreed to hold their unit costs and provide the material in a not to exceed amount of one hundred ninety-six thousand, five hundred dollars and no cents (\$196,500.00).

Description	Quantity	Unit Price	Total
Delivered Screened Structural Fill	33,000 tons	\$5.50	\$181,500.00
F.O.B (picked up) Screened Structural Fill	10,000 tons	\$1.50	\$ 15,000.00
Combined Total			\$196,500.00

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 13
Cost Center: 3031.7470

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	3031	7470	196,500.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>196,500.00</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Total 2018 budget for 3031.7470 is \$833,000.00

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGE ORDER ONE TO THE PURCHASE ORDER AGREEMENT
BETWEEN ADAMS COUNTY AND ASPHALT SPECIALTIES CO., INC., TO PROVIDE
SCREENED STRUCTURAL FILL MATERIAL

WHEREAS, Asphalt Specialties Co., Inc., currently provides screened structural fill material, for the gravel road rehabilitation program projects; and,

WHEREAS, Asphalt Specialties Co., Inc., has agreed to maintain current unit pricing and provide the material in the not to exceed amount of \$196,500.00 for the first renewal year; and,

WHEREAS, the Public Works Department is pleased with the material provided by Asphalt Specialties Co., Inc., and wishes to exercise the first renewal year option of the Purchase Order agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order One to the Purchase Order Agreement between Adams County and Asphalt Specialties Co., Inc., be and hereby is approved.

BE IT FURTHER RESOLVED, that the Purchasing Division is hereby authorized to sign Change Order One for the first year renewal with Asphalt Specialties Co., Inc.



Public Hearing – January 23, 2018

PUBLIC WORKS - OPERATIONS DIVISION

2018 GRAVEL MAINTENANCE MATERIALS

Agenda Item 3 – Asphalt Specialties – P.O 14347

Agenda Item 4 – Allied Recycled Materials – P.O 14351

Agenda Item 5 – GMCO – P.O 14578

Agenda Item 6 – G5 BioSolutions – P.O 14577

Agenda Item 7 – EP&A Envirotac – Agreement 2017.328

Agenda Item 8 – JK Transports Inc – P.O 14426

All materials and services were competitively bid in 2016 and 2017, with renewal options. The recommended action in 2018 is to extend material and service agreements, based on proposed renewal pricing provided by each vendor.



The gravel road rehabilitation program consists of three major functions.



Dust Control

- Apply additive topical treatment
- Primary purpose is to control vehicle generated dust and slow progressive deterioration



Reclamation

- Reprocess existing good gravel and rejuvenate additives
- Primary purpose is to sustain quality gravel roads



Gravel Surfacing

- Install new surface gravel layer with additives
- Primary purpose is to improve gravel road conditions and reduce maintenance demands

Gravel road rehabilitation requires material and services from private vendors; consisting of three primary categories.

- Gravel materials to produce standardized surface gravel



- Additives that enhance gravel performance by stabilizing and improving compaction, reducing dust and water demand



- Truck hauling services to improve construction efficiency, ensuring other vital maintenance continues and reduce wear and tear on County trucks



Formal Invitation for Bid was posted on Rocky Mountain E-Purchasing and was opened on December 9, 2016. Asphalt Specialties was the lowest most responsive bidder.

Screened Structural Fill Material – 2017-505

Company Name	Price per ton delivered - 22,500 tons	Price per ton FOB – 22,500 tons	27,500 tons/Total
Asphalt Specialties	$\$5.50 \times 22,500 = \$123,750$	$\\$1.50 \times 22,500 =$ \$33,750	\$157,500
J-2 Construction	$\$14.50 \times 22,500 = \$326,250$	$\\$5.50 \times 22,500 =$ \$123,750	\$450,000

The 2017 Agreement provided for two (2) one (1) year contract extension options. This would be the first (1st) renewal option. Asphalt Specialties provided renewal pricing on December 6, 2017 for the 2018 program. Asphalt Specialties has proposed no increase or decrease.

The Operations Division is recommending renewing the agreement with Asphalt Specialties as follows:

- 33,000 tons – Delivered Screened Structural Fill @ \$5.50 ton = \$181,500.00
- 10,000 tons – F.O.B (picked up) Screened Structural Fill @ \$1.50 ton = \$15,000.00
- **Total Recommended Award \$196,500.00**

Formal Invitation for Bid was posted on Rocky Mountain E-Purchasing and was opened on December 9, 2016. Allied Recycled Materials was the lowest most responsive bidder.

Crushed Recycled Aggregate Materials – 2017-504

Company Name	Crushed Concrete Recycled Aggregate/Price per ton	20,000 tons/Total
Allied Recycled Aggregates	\$8.85	\$177,000
Asphalt Specialties	\$10.20	\$204,000
Recycled Materials of Colorado	\$11.10	\$222,000

Company Name	Recycled Asphalt Pavement Aggregate/Price per ton	10,000 tons/Total
Allied Recycled Aggregates	\$9.15	\$ 91,500
Asphalt Specialties	\$10.70	\$107,000
Recycled Materials of Colorado	\$12.10	\$121,00

The 2017 Agreement provided for two (2) one (1) year contract extension options. This would be the first (1st) renewal option. Allied provided renewal pricing on November 29, 2017 for the 2018 program. Allied is proposing a \$.15 increase/unit for materials. The increase is based on fuel for processing and supply and demand from the building industry.

The Operations Division is recommending renewing the agreement with Allied Recycled Materials as follows:

- 17,700 tons of crushed recycled concrete @ \$9.00 ton = \$159,300.00
- 13,500 tons of crushed recycled asphalt @ \$9.30 ton = \$125,550.00
- **Total Recommended Award \$284,850.00**

Bids received on February 17, 2017. Two Companies Responded. GMCO was the lowest most responsive bidder.

2017 Bid Tabulation - 2017.509						
Dust Abatement			GMCO Corporation		EnviroTech Services	
Item	UOM	QTY	CPU	Extended Cost	CPU	Extended Cost
Phase I	gal	178,897	\$ 0.73	\$ 130,594.81	0.754	\$ 134,888.94
Phase II	gal	319,504	\$ 0.73	\$ 233,237.92	0.754	\$ 240,906.02

The 2017 Agreement provided for two (2) one (1) year contract extension options. This would be the first (1st) renewal option. GMCO provided renewal pricing on December 4, 2017 for the 2018 program. GMCO has proposed no increase or decrease.

The Operations Division is recommending renewing the agreement with GMCO as follows:

- 393,726 gallons of Chloride 8/20 blend @ \$.73 gallon
- **Total Recommended Award \$287,419.98**

Bids received on November 4, 2016. G5 BioSolutions was the only Respondent.

Company Name	2016 – price 70,400 SY	2017 – price 352,000 SY	Extended Cost 2016	Extended Cost 2017	Addendum #1
G5 Bio Solutions	\$729/150 4.4lb bottles	\$729/750 4.4lb bottles	\$109,350 See attached	\$546,750 See attached	yes

The 2017 Agreement provided for two (2) one (1) year contract extension options. This would be the first (1st) renewal option. G5 provided renewal pricing on November 25, 2017 for the 2018 program. G5 BioSolutions has proposed no increase or decrease.

The Operations Division is recommending renewing the agreement with G5 BioSolutions as follows:

- 450 bottles of Polycom compaction aid @ \$729.00 bottle
- **Total Recommended Award \$328,050.00**

Invitation for Bid was solicited through the Rocky Mountain Bid System and bids were opened on April 25, 2017. Two Companies Responded. EP&A Envirotac was the lowest most responsive bidder.

Proposed Treatment Area 25 miles = 352,000 SY (IFB)				
EP&A Envirotac, Inc	\$ 548,642.50	\$ 1.56	per SY	70,125 gallons 55% or > solids
ACP Road Building Technologies, LLC	\$ 3,067,680.00	\$ 8.72	per SY	176,000 gallons 48-49% solids

The 2017 Contract provided for two (2) one (1) year contract extension options. This would be the first (1st) renewal option. EP&A provided renewal pricing on November 28, 2017 for the 2018 program. EP&A has reduced their cost by \$.15 per gallon for Envirotac II – Net savings of \$5,651.25. Envirotac SC had no increase or decrease.

The Operations Division is recommending renewing the agreement with EP&A Envirotac as follows:

- 252 totes (69,300 gallons) ESC @ \$7.70 gallon = \$533,610.00
- 137 totes (37,675 gallons) EII @ \$3.85 gallon = \$145,048.75
- Freight for delivery (23 loads) @ \$2,885 EA = - \$66,355.00
- **Total Recommended Award \$745,013.75**

Invitation for Bid was solicited through the Rocky Mountain Bid System and bids were opened on April 25, 2017. Two Companies Responded. JK Transports Inc was the lowest most responsive bidder.

2017 Renewal Pricing

Item	Total Est. QTY	H2 Enterprises		JK Transports	
		Unit Cost	Extended	Unit Cost	Extended
Tandem	2520	\$ 75.00	\$ 189,000.00	\$ 72.00	\$ 181,440.00
End Dump	630	\$ 89.00	\$ 56,070.00	\$ 89.00	\$ 56,070.00
Side Dump	3780	\$ 89.00	\$ 336,420.00	\$ 90.00	\$ 340,200.00
Belly Dump	1890	\$ 89.00	\$ 168,210.00	\$ 89.00	\$ 168,210.00
Live Bottom	3780	\$ 92.50	\$ 349,650.00	\$ 90.00	\$ 340,200.00
		Total Bid	\$ 1,099,350.00	Total Bid	\$ 1,086,120.00

JK is 1.22% lower than H2 (\$13,230.00)

The 2017 Contract provided for two (2) one (1) year contract extension options. This would be the second (2nd) renewal option. JK provided renewal pricing on December 13, 2017 for the 2018 program. JK reduced their cost for side dump truck type, resulting in a net savings of \$4,000.00 (0.33%).

In 2017 the Operations Division hired two companies to provide truck hauling services. In 2017, the Division experienced several difficulties with one company and therefore is only recommending to hire one company in 2018.

The Operations Division is recommending renewing the agreement with JK Transports as follows:

- 9,150 hours for Live Bottoms @ \$90.00 hr = \$823,500.00
- 2,500 hours for Side Dump @ \$89.00 hr = \$222,500.00
- 1,500 hours for Belly Dump @ \$89.00 hr = \$133,500.00
- **Total Recommended Award \$1,179,500.00**

Agenda items recommended for approval by the Board of County Commissioners (BOCC)

- ③ 3. Asphalt Specialties — Screened structural fill - \$196,500.00
- ④ 4. Allied Recycled Aggregate — recycled concrete and asphalt - \$284,850.00
- ⑤ 5. GMCO — Dust control (Chloride) - \$287,419.98
- ⑥ 6. G5 BioSolutions — Polymeric compaction aid - \$328,050.00
- ⑦ 7. EP&A Envirotac — Acrylic based stabilizing polymer - \$745,013.75
- ⑧ 8. JK Transports Inc — Truck Hauling Services - \$1,179, 500.00

Total Hard Cost of \$3,021,333.73

Questions ?



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 23, 2018
SUBJECT: Crushed Recycled Aggregate Base Material
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Adams County Public Works Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Change Order One to renew the agreement with Allied Recycled Aggregates for crushed recycled aggregate base material.

BACKGROUND:

The Public Works Department (Public Works) has implemented an accelerated gravel road rehabilitation program. This program includes the mixing and blending of various gravel materials to produce surface gravel that will be used to resurface existing gravel roads, which reduces costs.

The Public Works Department has identified roads to be rehabilitated for the 2018 gravel road resurfacing program and, therefore, requires preparations to begin in early 2018. Public Works will be stock piling materials for mixing that will be hauled as the weather permits. Stock piling pre-mixed surface gravel can accelerate gravel surfacing activities and reduces delays associated with the blending and mixing functions while maintaining adequate inventory of pre-mixed gravel.

A formal Invitation for Bid was posted on Rocky Mountain ePurchasing System in November 2016, and approved by the Board of County Commissions for award to Allied Recycled Aggregates for a one year agreement, with two one year renewal options.

Public Works is pleased with the materials provided by the contractor and is requesting the approval of the first renewal year option for the 2018 projects through February 20, 2019.

Allied Recycled Aggregates has agreed to provide product in the not to exceed amount of two hundred eight-four thousand, eight hundred-fifty dollars (\$284,850.00), which is a 15 cent per ton, per item, increase from the previous year

- Gravel surfacing 13,500 tons of recycled asphalt \$125,550.00
- Gravel surfacing 12,500 tons of recycled concrete \$112,500.00
- Asphalt Patching 1,200 tons of recycled concrete \$ 10,800.00
- Road shouldering 4,000 tons of recycled concrete \$ 36,000.00

Description	Quantity	Unit Price	Total
-3/4 Recycled Concrete Base	17,700 tons	\$9.00	\$159,300.00
-3/4 Recycled Asphalt Base	13,500 tons	\$9.30	\$125,550.00
Combined Total			\$284,850.00

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 13
Cost Center: 3031.7470

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	3031	7470	284,850.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>284,850.00</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Total 2018 budget for 3031.7470 is \$833,000.00

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGE ORDER ONE TO THE PURCHASE ORDER AGREEMENT
BETWEEN ADAMS COUNTY AND ALLIED RECYCLED AGGREGATES TO PROVIDE
CRUSHED RECYCLED AGGREGATE BASE MATERIALS

WHEREAS, Allied Recycled Aggregates currently provides crushed recycled aggregate base materials, for the gravel road rehabilitation program projects; and,

WHEREAS, Allied Recycled Aggregates has agreed to provide the materials for the not to exceed amount of \$284,850.00 for the first renewal year; and,

WHEREAS, the Public Works Department is pleased with the materials provided by Allied Recycled Aggregates, believes the renewal pricing is reasonable, and wishes to exercise the first renewal year option of the Purchase Order Agreement with Allied Recycled Aggregates.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order One to the Purchase Order Agreement between Adams County and Allied Recycled Aggregates be and hereby is approved.

BE IT FURTHER RESOLVED, that the Purchasing Division is hereby authorized to sign Change Order One for the first renewal year with Allied Recycled Aggregates.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 23, 2018
SUBJECT: Fugitive Dust Control Abatement
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Adams County Public Works Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Change Order One to renew the Purchase Order Agreement with GMCO Corporation to provide fugitive dust control abatement chemicals and application services.

BACKGROUND:

The Public Works Department (Public Works) Fugitive Dust Control Plan has been developed pursuant to United States Environmental Protection Agency, guidance for Serious PM10 Nonattainment Areas. The Fugitive Dust Control Plan includes the application of chemical (80% magnesium chloride 20% sugar blend), and is formulated to control dust. Controlling fugitive dust will not prevent all emissions, but will substantially reduce emissions.

Public Works has identified roads to be treated for the 2018 gravel maintenance programs and therefore requires preparations to begin in early 2018. These preparations include having applicator agreements in place to significantly reduce delays associated with ordering, manufacturing and delivery of vendor supplied materials.

The Purchase Order Agreement with GMCO Corporation will be utilized for controlling dust on existing roadway surfaces within the PM10 nonattainment areas as required by the State and for the annual gravel surfacing and reclamation programs.

A formal Invitation for Bid was posted on Rocky Mountain ePurchasing System and approved for award to GMCO Corporation by the Board of County Commissioners on April 11, 2017 for a one year agreement, with two one year renewal options.

Public Works is pleased with the application services provided by the contractor and is requesting the approval of the first renewal year option for the 2018 projects through April 18, 2019.

GMCO Corporation has agreed to hold their unit price for the renewal year in the not to exceed amount of two hundred eighty-seven thousand, four hundred nineteen dollars and ninety-eight cents (\$287,419.98). Application rates will vary for each program phase, but the material type will be the same.

- Phase 1 - Dust Abatement 54.18 Lane Miles \$ 90,952.89
- Phase 2 - Gravel Reclaiming 19.72 Lane Miles \$ 42,219.55
- Phase 3 - Gravel Resurfacing 48.02 Lane Miles \$154,247.54

Description	Quantity	Unit Price	Total
Chloride 80/20 blend	393,726 gal	.73	\$287,419.98
TOTAL			\$287,419.98

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 13			
Cost Center: 3031.7415			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	3031	7415	\$287,419.98
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$287,419.98

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Total 2018 budget for 3031.7415 is \$907,000.00

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGE ORDER ONE TO THE PURCHASE ORDER AGREEMENT
BETWEEN ADAMS COUNTY AND GMCO CORPORATION TO PROVIDE FUGITIVE DUST
CONTROL ABATEMENT CHEMICALS AND APPLICATION SERVICES

WHEREAS, GMCO Corporation is currently providing fugitive dust control abatement chemicals and application services for the gravel road rehabilitation program projects; and,

WHEREAS, GMCO Corporation has agreed to provide the services in the not to exceed amount of \$287,419.98, for the first renewal year; and,

WHEREAS, the Public Works Department is pleased with services provided by GMCO Corporation and wishes to exercise the first renewal year option of the Purchase Order Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order One to the Purchase Order Agreement between Adams County and GMCO Corporation, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Purchasing Division is hereby authorized to sign Change Order One, for the first year renewal with GMCO Corporation.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 23, 2018
SUBJECT: Polymeric Compaction Aid Material
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Adams County Public Works Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Change Order One to renew the Purchase Order Agreement with G5 BioSolutions LLC for polymeric compaction aid material.

BACKGROUND:

The Public Works Department (Public Works) has implemented an accelerated gravel road rehabilitation program. This program includes the application of polymeric compaction aid for specific types of surface gravel materials. The determination for use of polymeric compaction aid with specific surface gravel materials is based on traffic volumes, construction water demands, the ability to control application scheduling, and rates of application.

In 2017, Public Works conducted a pilot program using PolyCom G5 Biosolutions. The results have significantly improved roadway stability, reducing rutting, dust, water demands and improving wet weather performance, while providing a maintenance free surface for several months. The roads that have previously been treated will require top coating at reduced application rates. Public Works is looking to continue the use of this product for roads identified for the 2018 accelerated gravel resurfacing, gravel reclamation, and dust abatement programs

Public Works has identified roads to be treated for the 2018 gravel maintenance programs and, therefore, requires preparations to begin in early 2018. These preparations include stockpiling surface gravel additives such as polymer materials to significantly reduce delays associated with ordering, manufacturing, and delivery of supplied materials. By reducing potential delays, Public Works can be equipped with materials on hand to execute gravel maintenance functions as the weather allows.

A formal Invitation for Bid was posted on Rocky Mount ePurchasing System and approved for award to G5 BioSolutions LLC by the Board of County Commissioners on January 31, 2017.

Public Works is pleased with the material provided by the contractor and is requesting the approval of the first renewal year option for the 2018 projects through April 18, 2019.

G5 Biosolutions LLC has agreed to hold their unit price for the renewal year and provide the material in the not to exceed amount of three hundred twenty-eight thousand, fifty dollars and no cents (\$328,050.00).

- Gravel Resurfacing – 20.41 Lane Miles \$ 93,312.00
- Gravel Reclaiming – 69.33 Lane Miles \$210,681.00
- Dust Abatement – 15.75 Lane Miles \$ 24,057.00

Description	Quantity	Unit Price	Total
Polycom Compaction	450 bottles	\$729.00 ea	\$328,050.00
Total			\$328,050.00

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 13			
Cost Center: 3031.7415			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	3031	7415	\$328,050.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$328,050.00</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Total 2018 budget in 3031.7415 \$907,000.00

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGE ORDER ONE TO THE PURCHASE ORDER AGREEMENT
BETWEEN ADAMS COUNTY AND G5 BIOSOLUTIONS LLC TO PROVIDE POLYMERIC
COMPACTION AID MATERIAL

WHEREAS, G5 BioSolutions LLC is currently providing polymeric compaction aid material, for the gravel road rehabilitation program projects; and,

WHEREAS, G5 BioSolutions LLC has agreed to provide the material for the not to exceed amount of \$328,050.00 for the first renewal year; and,

WHEREAS, the Public Works Department is pleased with material provided by G5 BioSolutions LLC and wishes to exercise the first renewal year option of the Purchase Order Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order One to the Purchase Order Agreement between Adams County and G5 BioSolutions LLC, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Purchasing Division is hereby authorized to sign Change Order One for the first year renewal with G5 BioSolutions LLC.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 23, 2018
SUBJECT: Acrylic Based Soil Stabilizing Polymer
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Adams County Public Works Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to renew the agreement with EP&A Envirotac, Inc., to provide acrylic based soil stabilizer materials.

BACKGROUND:

The Public Works Department (Public Works) has implemented an accelerated gravel road rehabilitation program. This program includes the application of acrylic based polymers for specific types of surface gravel materials. The determination for use of acrylic polymers is based on traffic volumes, maintenance frequencies, the ability to control scheduling, and rates of application.

In 2017, Public Works conducted a pilot program using Envirotac products from EP&A Envirotac, Inc. The results have significantly improved the roadway stability, eliminated rutting, reduced dusting, and improved wet weather performance, while providing a maintenance free surface for several months. The roads that have previously been treated will require top coating at reduced application rates. Public Works is looking to continue the use of this product for roads identified in 2018 accelerated gravel resurfacing, gravel reclamation, and dust abatement programs.

Public Works has identified roads to be treated for the 2018 gravel maintenance programs, and therefore, requires preparations to begin in early 2018. These preparations include stockpiling surface gravel additives such as polymer stabilization materials, to significantly reduce delays associated with ordering, manufacturing, and delivery of supplied materials. By reducing potential delays, Public Works can be equipped with materials on hand to execute gravel maintenance functions as the weather allows.

A formal Invitation for Bid was posted on Rocky Mountain ePurchasing System on April 11, 2017, and approved by the Board of County Commissioners for award to EP&A Envirotac, Inc., for a one year agreement with two one year renewal options.

EP&A Envirotac, Inc., provided renewal pricing on November 28, 2017 for the 2018 program. EP&A Envirotac, Inc., has reduced their cost by \$.15 per gallon for Envirotac II (EII) for a net savings of \$5,651.25. EP&A Envirotac, Inc., had no other increases or decreases.

Public Works is satisfied with the company's services and would like to exercise the first renewal year option for the 2018 projects. EP&A Envirotac, Inc., has agreed to perform these services in a not to exceed amount of seven hundred forty-five thousand, thirteen hundred dollars and seventy-five cents (\$745,013.75).

Description	Quantity	Unit Price	Total
ESC-Soil Stabilization Plus (252 Totes)	69,300 gals	\$7.70 gal	\$533,610.00
EII- Dust Control Plus (137 Totes)	37,675 gals	\$3.85 gal	\$145,048.75
Freight /Delivery (17 Totes per load)	23 loads	\$2,885 ea	\$ 66,355.00
COMBINED TOTAL			\$745,013.75

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 13
Cost Center: 3031.7415

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	3031	7415	\$745,013.75
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$745,013.75</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Total 2018 budget for 3031.7415 is \$907,000.00

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND EP&A ENVIROTAC, INC., FOR ACRYLIC BASED SOIL
STABILIZER MATERIALS

WHEREAS, EP&A Envirotac, Inc., currently provides acrylic based soil stabilizer materials for the gravel maintenance program; and,

WHEREAS, EP&A Envirotac, Inc., agrees to provide the materials for a not to exceed amount of \$745,013.75 for the first renewal year; and,

WHEREAS, the Public Works Department is pleased with services provided by EP&A Envirotac, Inc., believes the fees are reasonable and wishes to exercise the first year renewal option of the agreement with EP&A Envirotac, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County EP&A Envirotac, Inc., be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Amendment One with EP&A Envirotac, Inc., after negotiations and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 23, 2018
SUBJECT: Truck Hauling Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Adams County Public Works Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Change Order Two to the Purchase Order Agreement with JK Transports Inc., for truck hauling services.

BACKGROUND:

The Public Works Department (Public Works) has implemented an accelerated gravel road rehabilitation program. This program includes hauling gravel long distances county-wide.

Public Works operates twenty-five (25) tandem trucks. Each truck holds roughly fourteen (14) tons. Contracted trucks hold between twenty-two (22) to twenty-five (25) tons per truck and, therefore, are more efficient and productive for long haul distance. By using contracted trucking hauling services, Public Works is also able to utilize County staff and trucks for other priorities and work demands, ensuring the continued service delivery of all maintenance functions.

A formal Invitation for Bid was posted on Rocky Mountain ePurchasing System on June 1, 2016 and approved for award to JK Transports Inc., by the Board of County Commissioners for a one year agreement, with two one year renewal options. Change Order One was approved by the Board of County Commissioners on February 21, 2017, to exercise the first renewal year option.

Public Works is pleased with JK Transports Inc., services and requests the approval of the last renewal year option for the 2018 projects through March 6, 2019.

JK Transports Inc., has reduced the unit price for the side dump truck resulting in a net savings of \$4,000.00 (0.33%).

JK Transports Inc., has agreed to provide truck hauling services for the renewal year in the not to exceed amount of one million, one hundred seventy-nine thousand, five hundred dollars and no cents (\$1,179,500.00).

- Gravel surfacing – 13,500 hours of hauling – estimated at 607,500 miles

Description	Quantity	Unit Price	Total
Live Bottom Trucks	9,150 hrs	\$90.00 ea	\$823,500.00
Side Dump Truck	2,500 hrs	\$89.00 ea	\$222,500.00
Belly Dump Truck	1,500 hrs	\$89.00 ea	\$133,500.00
Combined Total			\$1,179,500.00

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 13			
Cost Center: 3031.7685			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	3031	7685	\$1,179,500.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,179,500.00

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Total 2018 budget for 3031.7685 is \$1,350,000.00

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGE ORDER TWO TO THE PURCHASE ORDER AGREEMENT
BETWEEN ADAMS COUNTY AND JK TRANSPORTS, INC.,
TO PROVIDE TRUCK HAULING SERVICES

WHEREAS, JK Transports, Inc., is currently providing truck hauling services, for the gravel road rehabilitation program projects; and,

WHEREAS, JK Transports, Inc., has agreed to provide the services for the not to exceed amount of \$1,179,500.00, for the last renewal year; and,

WHEREAS, the Public Works Department is pleased with services provided by JK Transports, Inc., and wishes to exercise the last renewal year option of the Purchase Order Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order Two to the Purchase Order Agreement between Adams County and JK Transports, Inc., be and hereby is approved.

BE IT FURTHER RESOLVED, that the Purchasing Division is hereby authorized to sign Change Order Two for the last year renewal with JK Transports, Inc.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 23, 2018
SUBJECT: General Contractor – Front Range Airport Taxiway A7 Rehabilitation
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Front Range Airport
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a bid award to Brannan Sand and Gravel Company, LLC to provide General Contractor Services for the Front Range Airport Taxiway A7 Rehabilitation project.

BACKGROUND:

The Front Range Airport (FRA) has various necessary projects which needs to be accomplished in accordance with current regulations, rules, policies, grant assurances and Advisory Circulars (ACs) required by the Federal Aviation Administration (FAA) for federal airside and non-federal landside projects.

An Invitation for Bid was solicited through the Rocky Mountain E-Purchasing and bids were publicly opened on November 21, 2017. Three bids were submitted from Asphalt Specialties Company, Inc., Brannan Sand and Gravel Company, LLC, and Kirkland Construction, LLLP.

PRICING SCHEDULES

<u>Contractors</u>	<u>Schedule I</u>	<u>Schedule II</u>	<u>Total Bid</u>
Asphalt Specialties Company, Inc.	\$319,680.00	\$293,988.50	\$613,668.50
Brannan Sand and Gravel Company LLC	\$269,736.00	\$361,608.00	\$631,344.00
Kirkland Construction LLLP	\$370,550.00	\$322,250.00	\$692,800.00

After reviewing submitted bids, all three (3) bids came in over the engineers estimate:

- Asphalt Specialties Company, Inc., total bid amount was the apparent low bid, and was 34% higher than the engineers estimate.

- Brannan Sand and Gravel Company, LLC total bid amount was 38% higher than the engineer estimate.
- Kirkland Construction, LLLP total bid amount was 51% higher than the engineer estimate.

All three (3) bids were reviewed by the FRA Project Manager and the contracted A/E Firm, and submitted to the FAA for recommended approval. The three (3) bids were reviewed for both Schedule I and Schedule II pricing. After a thorough review, the recommendation is to only award Schedule I of the bid. Brannan Sand and Gravel Company, LLC was the apparent low bidder for Schedule I of the project.

- Brannan Sand and Gravel Company, LLC
Schedule I bid amount was 35% higher than the engineer estimate.
 Schedule II bid amount was 40% higher than the engineers estimate.
- Asphalt Specialties Company, Inc.,
 Schedule I bid amount was 60% higher than the engineers estimate.
Schedule II bid amount was 14% higher than the engineers estimate.
- Kirkland Construction, LLLP
 Schedule I bid amount was 85% higher than the engineer estimate
 Schedule II bid amount was 25% higher than the engineers estimate.

Front Range Airport received a FAA Grant to assist with the project for the Taxiway-A7 Rehabilitation. The grant awarded will provide ninety (90%) percent Federal funding and five (5%) percent State funding, with Adams County responsible for the remaining five (5%) percent.

The total cost for the project will be in the not to exceed amount of two hundred sixty-nine thousand seven hundred thirty-six dollars (\$269,736.00).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Front Range Airport

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:			
Cost Center:			
	Object Account	Subledger	Amount
Current Budgeted Revenue: FAA AIP 41 Grant Funds	4304	5255	\$484,617*
CDOT Aeronautics Match	4304	5590	\$25,000*
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$509,617</u>
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9136	43041703	\$538,463.00*
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$538,463.00</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

*There is a FAA AIP41 grant and a CDOT Aeronautics match associated with this project which collectively has a revenue budget of \$509,617. However, if this \$269,736 project is approved as proposed, the amount of grant match from the FAA and CDOT respectively would be \$242,762.40 and \$13,486.80. Adams County's portion is \$13,486.80.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT BETWEEN ADAMS COUNTY AND
BRANNAN SAND AND GRAVEL COMPANY, LLC, TO PROVIDE GENERAL
CONTRACTOR SERVICES

WHEREAS, Brannan Sand and Gravel Company, LLC, submitted a bid to provide General Contractor Services for the Front Range Airport Taxiway A7 Rehabilitation project; and,

WHEREAS, Front Range Airport received a Federal Aviation Administration Grant to assist with the project for the Taxiway-A7 Rehabilitation, with ninety (90%) percent Federal funding and five (5%) percent State funding, with Adams County responsible for the remaining five (5%) percent; and,

WHEREAS, Brannan Sand and Gravel Company, LLC, was the lowest most responsive and responsible bidder for Schedule I and will provide the services in the not to exceed amount of \$269,736.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Brannan Sand and Gravel Company, LLC to provide General Contractor Services for the Front Range Airport Taxiway A7 Rehabilitation project.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Agreement with Brannan Sand and Gravel Company, LLC after negotiation and approval as to form is completed by the County Attorney's Office.

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT AMONG THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS, THE CITY OF AURORA AND THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT ESTABLISHING THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

WHEREAS, in 2016, the Colorado Aerotropolis Visioning Study (the “Study”) found that an infrastructure framework for transportation is critical to fostering and supporting economic development in the area surrounding Denver International Airport; and,

WHEREAS, the Study recommended the formation of a regional entity to make investments in regional transportation infrastructure; and,

WHEREAS, the Board of County Commissioners (the “BoCC”) of the County of Adams, State of Colorado (the “County”) believes that strategic partnerships to proactively plan the funding, design, construction and operation of regional transportation infrastructure to make additional land available for development will create favorable market conditions to attract new commercial activity and housing to support employment growth; and,

WHEREAS, current funding mechanisms are inadequate to improve the existing transportation infrastructure; and,

WHEREAS, in furtherance of the public interest and economic health of the region, the BoCC desires to create a separate legal entity to effectuate the goals of fostering and supporting economic development through the expansion and creation of regional transportation improvements; and,

WHEREAS, pursuant to the Regional Transportation Authority Law, §§ 43-4-601 *et seq.*, C.R.S. (the “Act”), Colorado municipalities, counties, and special districts are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain regional transportation systems; and,

WHEREAS, representatives of the City of Aurora, the County, and the Aerotropolis Area Coordinating Metropolitan District (the “District”) have negotiated the terms of an Establishing Agreement (the “Establishing Agreement”) for the Aerotropolis Regional Transportation Authority (the “RTA”); and,

WHEREAS, the approval and execution of the Establishing Agreement is subject to: (i) review and comment by the Colorado Department of Transportation, the Regional Transportation District, and the E-470 Public Highway Authority (the “Reviewing Entities”); (ii) the holding of at least two public hearings on the Establishing Agreement by each of the parties thereto; and (iii) the submission to a vote of a and approval by the registered electors residing within the boundaries of the proposed RTA; and,

WHEREAS, City of Aurora staff has provided a copy of the Establishing Agreement to each of the Reviewing Entities for review and comment as required by Section 43-4-603(1) of the Act; and,

WHEREAS, both the Regional Transportation District and the E-470 Public Highway Authority submitted comments back to the City; and,

WHEREAS, the BoCC has held two public hearings on the Establishing Agreement – the first at its regular meeting on August 15, 2017 and the second at its regular meeting on August 22, 2017 – as required by Section 43-4-603(3) of the Act; and,

WHEREAS, the BoCC, acting jointly with the City and the District, previously certified ballot questions regarding the establishment of the Authority, the levying of a property tax and a sales tax and the issuance of debt and other multiple fiscal year financial obligations by the Authority, and a revenue change under Article X, Section 20 of the Colorado Constitution to the County Clerk and Recorder for submission to a vote of the registered electors residing within the boundaries of the proposed Authority at the November 7, 2017 election; and,

WHEREAS, at the election held on November 7, 2017, the registered voters of the proposed RTA voted unanimously in favor of each of the ballot questions; and

WHEREAS, the BoCC finds and determines that, having satisfied each of the requirements set forth in the Act for the establishment of the RTA, it is in the best interests of the County and its residents to approve the Establishing Agreement for the Aerotropolis Regional Transportation Authority; and

WHEREAS, the Establishing Agreement requires the adoption, by March 27, 2018, of a capital plan for the RTA; and,

WHEREAS, the BoCC directs County staff to continue negotiations with the City and the District on the capital plan identifying the regional transportation system improvements, the costs of such public improvements, and the respective contributions of each Member towards achievement of the capital plan to be completed no later than March 27, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority, a copy of which is attached hereto and incorporated by reference, is hereby adopted.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Intergovernmental Agreement.

INTERGOVERNMENTAL AGREEMENT

AMONG

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY
OF ADAMS,

THE CITY OF AURORA

AND

THE AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT

ESTABLISHING

THE AEROTROPOLIS REGIONAL TRANSPORTATION
AUTHORITY

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**ESTABLISHING AGREEMENT
FOR THE
AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY**

This Establishing Agreement (“Agreement”) is made and entered into as of _____, 2018, by and among the COUNTY OF ADAMS, a political subdivision of the State of Colorado, the CITY OF AURORA, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, and the AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, a political subdivision of the State of Colorado and quasi-municipal corporation (collectively, “Initial Members or Members”)

RECITALS

WHEREAS, the Colorado Aerotropolis Visioning Study (“Study”), funded by a Federal Highway Administration grant and completed in 2016, collaboratively engaged local jurisdictions to determine the land use and infrastructure requirements that could enhance economic development surrounding Denver International Airport (“DIA”).

WHEREAS, the Study describes the economic potential of areas surrounding DIA;

WHEREAS, the Study found an infrastructure framework for transportation is critical to fostering and supporting economic development surrounding DIA;

WHEREAS, the Study recommended the formation of a regional entity to make investments in regional infrastructure;

WHEREAS, the County participated in the Study;

WHEREAS, the County and the City believe strategic partnerships to proactively plan the funding, design, construction and operation of regional infrastructure to make additional land available for development will create favorable market conditions to attract new commercial activity and housing to support employment growth;

WHEREAS, current funding mechanisms are inadequate to improve the existing transportation infrastructure;

WHEREAS, pursuant to the Regional Transportation Authority Law, C.R.S. 43-4-601 et seq., as amended (the “Act”), Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain transportation systems;

WHEREAS, the Members support the orderly and planned extension of urban services; and

WHEREAS, in furtherance of supporting the public interest and economic health of the region, the Members desire to create a separate legal entity to effectuate the goals of fostering

and supporting economic development through the expansion and creation of transportation improvements;

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals and the mutual covenants set forth below, the Members hereby agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. Unless otherwise defined in this Agreement, the words defined in Section 602 of the Act, when capitalized herein, shall have the meanings set forth in the Act and such definitions are incorporated herein. Terms shall, when capitalized, have the following meanings:

“Alternate Director” means any person appointed as an Alternate Director pursuant to Section 3.03 hereof.

“Authority” means the Aerotropolis Regional Transportation Authority.

“Ballot Question” means and includes each of the draft ballot questions in Exhibit C.

“Board” means the Board of Directors of the Authority.

“Bond” means any bond, note, loan, indebtedness, interim certificate, contract, reimbursement agreement, financial commitment, debt, or other obligation of the Authority.

“Boundaries” means the boundaries of the Authority as set forth in Exhibit B, attached hereto and incorporated herein, as such Exhibit may be amended from time-to-time in accordance with Article VII.

“Budgetary Covenant” means the covenant given herein by the City, the County and the District in Section 5.01 hereof, requiring the City Manager, County Administrator or other officer charged with responsibility for preparation of the budget to prepare and submit annually to their respective Governing Bodies a request to include in the budget and appropriate the revenues generated by each funding source identified in Exhibit E for remittance to the Authority for the Regional Transportation System, provided that the decision whether to appropriate the funds annually as requested shall be within the sole discretion of the respective Governing Bodies.

“Capital Plan” means a detailed phasing plan and budget, approved by the Governing Body of each Member and a unanimous vote of the Board for the regional capital improvements to be funded by the Authority and incorporated into the Regional Transportation System, including the estimated costs associated with the planning, design, financing, permitting, construction, inspection and acceptance for maintenance of such improvements, to be incorporated as an amendment to Exhibit D. Notwithstanding the Authority’s voted borrowing

authority, the approved Capital Plan, as it may be modified, amended or supplemented by the Governing Body of each Member and the unanimous vote of the Board, shall establish the maximum borrowing and funding capacity of the Authority, which may be equal to or less than such voted borrowing authority. No Bonds of the Authority shall be issued unless there is a Capital Plan in effect at the time of such issuance with sufficient unused borrowing capacity for the Bonds proposed to be issued.

“City” means the City of Aurora, State of Colorado, a home rule municipal corporation and political subdivision of the State organized and operating pursuant to the constitution and the laws of the State of Colorado in the Counties of Adams, Arapahoe and Douglas.

“Construct” “Constructed” or “Construction” means the planning, designing, engineering, acquisition, installation, construction, reconstruction or financing, through the issuance of Bonds or otherwise, of regional transportation systems.

“County” means the County of Adams, a statutory political subdivision of the State of Colorado.

“Development Fees” means those fees of the City identified in Exhibit E.

“Director” means any person appointed as a Director pursuant to Section 3.02 hereof. Whenever the person appointed as a Member’s Director pursuant to Section 3.02 hereof is absent from a Board meeting, the term “Director” shall mean the Alternate Director, if any, appointed by such Member pursuant to Section 3.03 hereof.

“District” means the Aerotropolis Area Coordinating Metropolitan District, a political subdivision and quasi-municipal corporation of the State of Colorado.

“Division of Local Government” means the Division of Local Government in the State Department of Local Affairs.

“Governing Body” means, when used with respect to a Member, the city council, the board of commissioners or the board of directors, as appropriate, of such Member.

“Member” means (a) the Initial Members, (b) the State, if required by §603(5) of the Act, (c) any municipality, (d) any county, or (e) any Title 32 District that becomes a member of the Authority pursuant to Section 7.03 hereof.

“Officer” means the Chair, Vice Chair, Secretary, Treasurer or Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the Authority, paid or accrued, of operating, maintaining, and repairing any regional transportation system.

“Outstanding” means, as of any particular date, all Bonds or other obligations of the Authority which have been authorized, executed and delivered, *except* the following: (a) any Bond or other obligation cancelled by a paying agent, trustee or the Authority itself; (b) any Bond or other obligation held by or on behalf of the Authority; (c) any Bond or other obligation for the payment or redemption of which moneys or direct obligations of, or obligations unconditionally guaranteed as to payment by, the United States of America sufficient (including the known minimum yield available for such purpose from such moneys or securities) to pay all debt service requirements of such Bonds or other obligations to their maturity or specified redemption date shall theretofore have been deposited in escrow or in trust with a trust bank for that purpose; or (d) any lost, destroyed or wrongfully taken Bond or other obligation for which another Bond or other obligations shall have been executed and delivered.

“Regional Transportation District” means the Regional Transportation District created and existing pursuant to Title 32, Article 9, C.R.S.

“Regional Transportation System” means those improvements identified on Exhibit A, as such Exhibit may be modified, supplemented and finalized in the Capital Plan or amended from time-to-time in accordance with Article VII, and provided that nothing in this Agreement shall provide the Authority with any form of jurisdiction or authority over the E-470 Public Highway, including any real or personal property or equipment, or interest therein, that is appurtenant or related to any property, improvement, or system that transports or conveys people or goods or permits people or goods to be transported or conveyed within a region by any means or that is financed, constructed, operated, or maintained in connection with the financing, construction, operation, or maintenance of any such property, improvement, or system. The term may also include such other highway, road, street, bus system, railroad, airport, gondola system, or mass transit system and any real or personal property or equipment, or interest therein, used in connection therewith hereafter approved by the Authority; any real or personal property or equipment, or interest therein, that is used to transport or convey gas, electricity, water, sewage, or information or that is used in connection with the transportation, conveyance, or provisions of any other utilities; and paving, grading, landscaping, curbs, gutters, culverts, sidewalks, bikeways, lighting, bridges, overpasses, underpasses, cross-roads, parkways, drainage facilities, mass transit lanes, park-and-ride facilities, toll collection facilities, service areas, and administrative or maintenance facilities.

“Rights-of-way” means and includes any right-of-way dedicated to the Authority, or to any of its Members, specifically for use as a part of the Regional Transportation System.

“Road and Bridge Mill Levy” means the property tax mill levy identified in Exhibit E and certified by the County annually to fund road and bridge construction projects.

“State” means the State of Colorado.

“System” means the “Regional Transportation System”, as may be expanded from time to time.

“Title 32 District” means a special district organized with street improvement, safety protection, or transportation powers under and as defined in article 1 of title 32, C.R.S.

“Use Tax” means the City Use Tax identified in Exhibit E.

“Voter Approval” means approval by a majority of the votes cast by the registered electors residing within the Boundaries in favor of the particular ballot question, ballot issue or other election question.

ARTICLE II. ESTABLISHMENT OF THE AUTHORITY

- 2.01 Name. The Members hereby establish the Aerotropolis Regional Transportation Authority under the authority of the Act. The Authority shall be a separate political subdivision and body corporate of the State of Colorado, and shall possess all of the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate, unless restricted by Section 2.04 of this Agreement.
- 2.02 Purpose. The purpose of the Authority is to Construct, or cause to have Constructed, a Regional Transportation System within or outside the Boundaries of the Authority for the primary benefit of those residing or owning property within the Boundaries through the issuance of Bonds.
- 2.03 Powers. Unless otherwise limited by Section 2.04, the Authority shall have all power granted to it under the Act and Colorado State law, including all powers necessary or incidental to or implied from the specific powers granted therein.
- 2.04 Limitations. If any portion of the Regional Transportation System alters the physical structure of or negatively impacts the safe operation of any state or local transportation improvement, the Authority, at the request of the jurisdiction governing the impacted transportation improvement, shall enter into an intergovernmental agreement concerning the applicable portion of the System before commencing physical construction of that particular improvement to ensure coordinated transportation planning, efficient allocation of resources and the equitable sharing of costs. To avoid the duplication of effort, no mass transportation service shall be provided that is already provided by the Regional Transportation District without an intergovernmental agreement permitting such activity. To avoid negative impact to the E-470 Public Highway Authority and to ensure the safety of the traveling public, no portion of the Regional Transportation System shall be provided which is in any way connected to E-470 Public Highway without an intergovernmental agreement permitting such activity. In no event shall the Authority be authorized to impose motor vehicle registration fees or any tax without Voter Approval. Additionally, the Authority shall not impose a property tax within the Boundaries for collection in any year in which the District is imposing and allocating to a special fund, for appropriation pursuant to the Budgetary Covenant and payment to the Authority, an Aurora Regional Improvements Mill Levy. The Authority shall not use more than one percent of its gross revenues to cover administrative and maintenance expenses. Further,

the Authority shall not impose a sales tax, create an improvement district, or impose any fee, rate, toll, charge or tax which is not identified in Exhibit E without unanimous consent of the Board.

- 2.05 Boundaries. The initial Boundaries of the Authority are described and illustrated in Exhibit B.
- 2.06 Creation. Each Member represents that, in executing this Agreement, it has held at least two public hearings on the subject of this Agreement in accordance with §603(3) of the Act, after notice and publication, and the Governing Body of such Member has duly authorized its execution, delivery and performance.
- 2.07 Voter Approval. The Members agree to collectively submit one or more ballot questions to the registered electors residing within the Boundaries on November 7, 2017 seeking, at a minimum, Voter Approval of the establishment of the Authority, the levying of a property tax and a sales tax by the Authority, a debt question and the approval of a revenue change under Article X, Section 20 of the Colorado Constitution. A draft of the ballot questions to be submitted at the election is attached hereto as Exhibit C. The ballot question(s) shall be submitted to the registered electors residing within the Boundaries. Each Member shall pay its pro-rata share of the costs of conducting the November 7, 2017 election.
- 2.08 Effective Date. The term of this Agreement shall begin when all of the following conditions to the establishment of the Authority have been satisfied: (a) certification by the State of Colorado Department of Local Affairs, Division of Local Government pursuant to C.R.S. §43-4-603(1); and (b) approval of a majority of the registered electors residing within the Boundaries of the Authority.

ARTICLE III. ORGANIZATION OF THE AUTHORITY

- 3.01 Establishment. The Authority shall be governed by the Board. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority under the Act or other applicable law. Pursuant to the authorization provided in this Agreement, the Board may delegate any of its powers to any Director, Officer, employee or agent of the Authority.
- 3.02 Board of Directors. The Board shall be composed of five (5) directors, unless and until the Boundaries are expanded to include additional municipalities, counties or Title 32 Districts. Upon expansion of the Boundaries, the Members may agree to expand the Board to include additional Directors representing the included territory. The Board of Directors shall be initially be comprised of:
- (a) Two directors from the Governing Body of the County;
 - (b) Two directors from the Governing Body of the City; and

- (c) One director from the District.
- 3.03 Alternate Directors. Each Member shall appoint one Alternate for each Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions or other action items whenever the person appointed as such Member's Director is absent from a Board meeting.
- 3.04 Appointment and Qualifications. As required by § 603(2)(b)(I) of the Act, each Director and the Alternate Director appointed by a Member shall both be members of the Governing Body of such Member and shall be appointed as a Director or Alternate Director by the Governing Body of such Member. So long as the Director remains qualified, he or she may serve for so long as the Governing Body responsible for appointment of such Director desires.
- 3.05 Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the vacant office was originally filled pursuant to Section 3.02.
- 3.06 Compensation. Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such policies as may be established by the Board.
- 3.07 Officers. The Board shall, by a majority vote, elect or appoint the following officers upon its formation, and thereafter at its first meeting of each calendar year:
- (a) Chairperson. The Chairperson shall preside over all meetings of the Authority; execute, deliver, acknowledge, file and record on behalf of the Authority, such documents as may be required by this Agreement, the Act or other applicable law; and, perform all duties incident to the office of Chairperson and such other duties as may be prescribed from time to time by the Board. The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same Member.
- (b) Vice-Chairperson. The Vice-Chairperson shall serve as Chairperson, in his or her absence or during his or her inability to act. The Vice-Chairperson shall have such other duties, powers and authority as may be prescribed by the Board. The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same Member.
- (c) Secretary. The Secretary shall keep a written record of the minutes of all meetings, ensure that all notices required by law are duly given, shall serve as the custodian of Authority records, shall attest to documents as the need arises, and shall perform such other functions as may be prescribed by the Board. The Secretary may be an employee of the Board, an independent contractor, an employee of a Member or a volunteer. The offices of Chairperson, Vice-Chairperson and Secretary may not be held by the same person.

(d) Treasurer. The Treasurer shall, subject to policies established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf and undertake any other lawful activity delegated by the Board. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of public funds. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. The Secretary may be an employee of the Board, an independent contractor, or a volunteer.

3.08 Insurance and Indemnification. The Authority shall insure and/or defend each Director, Officer and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and/or defend each Director, Officer and employee of the Authority for, from and against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct. The Authority's obligations pursuant to this Section shall be limited to funds of the Authority available for such purpose, including but not limited to insurance proceeds, and no Member shall be liable pursuant to this Agreement to provide any such insurance or indemnification.

3.09 Resignation and Removal. Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

ARTICLE IV. BOARD OF DIRECTORS

4.01 Powers. The Board of Directors shall have all power granted to it under the Act and Colorado State law, including all rights and powers necessary or incidental to or implied from the specific powers granted therein.

4.02 Voting. All official actions of the Board shall be taken by a motion or by a resolution. Except as otherwise provided herein, actions of the Board shall be approved upon the

affirmative vote of at least a majority of the Directors then in office who are eligible to vote. A majority of the Board of Directors then in office who are eligible to vote shall constitute a quorum. No official action shall be taken by the Board unless a quorum is present at a meeting. Except as otherwise provided in this Agreement, any official action taken by the Board shall be approved by a simple majority of the Directors then in office who are eligible to vote and are present and voting.

- 4.03 Meetings. The Board shall meet no less than quarterly. Meetings will be held at the location as may from time to time be designated by the Board. Notice of meetings shall be posted in the locations established by the Board, in accordance with the Colorado Open Meetings Law, C.R.S. §24-6-401 *et seq.*
- 4.04 Notice. The Authority shall provide at least 24 hours' written notice of meetings to each Director and Alternate Director and to the Governing Body of each Member.
- 4.05 Ethics. Notwithstanding any other provision hereof, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with §§18-8-308 and 24-18-101 *et seq.*, C.R.S., as amended. It is permissible for the Alternate Director to vote in place of any disqualified Director, provided that the Alternate Director shall be subject to disqualification under the same standards applicable to the disqualified Director.
- 4.06 Special Meetings. The Board may convene special meetings at the request of any Member upon notice as required by Section 4.04 hereof.
- 4.07 Policies and Procedures. The Board may adopt by Resolution, such bylaws, policies and procedures governing the conduct and activities of the Authority and the Board, including, but not limited to, location for placement of notices, meeting locations, conduct of meetings, matters relating to investment, budget and appropriation processes, the retention of employees or consultants, procurement practices, record retention, conflict of interest policies, term limitations and the delegation of responsibilities.
- 4.08 Approval of Regional Transportation System. The Governing Body of each Member expressly and affirmatively supports for Construction those Regional Transportation System improvements identified on Exhibit A, and agrees to accept the phasing established in Exhibit D for Construction of such Regional Transportation System improvements. The Governing Body of each Member shall cause its respective Director appointed to the Authority to ratify the above decisions at the Authority's initial meeting. Notwithstanding the above, no Construction shall commence until and unless the Regional Transportation System improvements are deemed by the Governing Body of each Member to be consistent with their respective master development plans, such construction is approved by all applicable governing jurisdictions and a Capital Plan is adopted.

ARTICLE V.

FINANCIAL CONTRIBUTIONS

5.01 Cost Share. The City, the County and the District hereby adopt the Budgetary Covenant and agree that each will separately account for and allocate those revenues described in Exhibit E and collected within the Boundaries, for payment, subject to the Budgetary Covenant, to the Authority, as follows:

- (a) Each of the City, the County and the District shall credit such revenues, as received, to a separate special fund maintained by them, which revenues shall be separately accounted for in such special fund until they are either appropriated pursuant to the Budgetary Covenant or released and transferred to the respective general funds (or in the case of the County and to the extent applicable, the Road and Bridge Fund) of any Members whose Governing Bodies decline to so appropriate.
- (b) Any funds received by the Authority from appropriations made pursuant to paragraph (a) of this Section, or from the imposition of sales taxes by the Authority or the levy of property taxes by the Authority under the conditions contemplated by Section 2.04 hereof, shall be immediately credited to a separate special fund of the Authority to be known as the “Aerotropolis Regional Transportation Authority Income Fund” (the “Income Fund”). The Income Fund shall be used by the Authority solely for the purpose of paying principal of and interest on Bonds of the Authority issued for or Construction of components of the Regional Transportation System or administrative and operations expenses to the extent permitted by Section 2.04. The Income Fund, together with any other funds or accounts of the Authority, shall be public funds for purposes of investments or deposits, and shall be subject to independent audit annually. All records of the Authority pertaining to the Income Fund shall be subject to public inspection to the fullest extent permitted by the laws of the State.
- (c) Any funds received by the Authority from other sources, including without limitation amounts received by the Authority from agreements with the Colorado Department of Transportation, the E-470 Public Highway Authority or other public or private entities relating to all or any portion of the Regional Transportation System shall be used either to fund Construction of the Regional Transportation System directly or applied to supplement the Income Fund and pledged as security for Bonds of the Authority.
- (d) The final amounts or percentages of the revenues identified in Exhibit E shall be incorporated into the Capital Plan.

5.02 Bonds. Bonds of the Authority shall be authorized, issued and sold in the manner provided in C.R.S. Section 43-4-609, as supplemented by the Supplemental Public Securities Act, Part 2 of Article 1, Title 57, C.R.S., provided that (a) the issuance of Bonds shall require the unanimous vote of the Board; (b) the Bonds, including any refundings thereof, shall mature in not more than 40 years from the date of original issuance of such Bonds; (c) the Bonds shall clearly and conspicuously state on their face that they do not represent the debt, indebtedness or multiple fiscal year financial

obligation of the Members; that they are secured solely by the funds actually received by the Authority, credited to the Income Fund and pledged by the Authority as security for the Bonds, and that any amounts of revenues that may be available to be appropriated by the Members of the Authority for credit to the Income Fund are subject in any event to the Budgetary Covenant until appropriated by the Governing Bodies of the Members in their sole discretion.

- 5.03 Enterprise. The City and County agree in good faith to evaluate the ability to establish a transportation enterprise exempted from the provisions of Article X, Section 20 of the Colorado Constitution to fund the Regional Transportation System constructed by the Authority.

ARTICLE VI. TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

- 6.01 Term. This Agreement shall be perpetual and continue in full force and effect until rescinded or terminated, but in no event before retirement or discharge of all Bonds or other obligations.
- 6.02 Termination. This Agreement shall terminate ninety (90) days following the completion of the Regional Transportation System and the date each Governing Body of all the Members unanimously agree in writing to terminate this Agreement; provided, however, that this Agreement may not be terminated so long as the Authority has any Bonds or other obligations Outstanding.
- 6.03 Distribution of Assets upon Termination. Upon termination of this Agreement pursuant to Section 6.02 hereof, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed, disposed of, or divided in the following manner:
- (a) The State of Colorado is ineligible for any distribution of property under this Section.
 - (b) Any real property interest or fixtures to real property shall become the property of the Member in whose jurisdiction such real estate or fixture is located. If property is located within multiple jurisdictions, the property shall become the property of the City.
 - (c) Any funds remaining in the Income Fund after the payment of the Bonds secured thereby, together with any earnings from the investment thereof shall be returned to the Members in proportion to their respective contributions.
 - (d) Any personal property not claimed by a Member shall be liquidated at auction, and the proceeds from such sale shall be combined with any cash in the Authority's accounts.

- (e) Any cash or other monetary assets other than funds in the Income Fund shall be divided among the Members in proportion to their respective operation and maintenance responsibilities for the components of the System, as calculated by determining the square footage of improvements completed.
- (f) Any other property not addressed above shall be distributed to one or more Members, as the Board determines, prior to termination of the Authority.

**ARTICLE VII.
AMENDMENTS**

- 7.01 Amendment of Agreement. This Agreement may be amended only with the consent of the Governing Bodies and the unanimous approval of the Board; except for the Boundaries which shall be amended in accordance with Section 7.02 below.
- 7.02 Amendment of Boundaries. Exhibit B and the definition of “Boundaries” may be amended by the Board in accordance with § 605(2)(a) of the Act; provided, in no event shall property be excluded while Bonds are Outstanding.
- 7.03 Addition of Members. Any public entity falling within the definition of “Member” with jurisdictional boundaries that overlap the Boundaries of the Authority may request to become a member of the Authority. In no event shall an additional municipality, Title 32 District or county become a party to this Agreement without the unanimous consent of the then existing Members.
- 7.04 Withdrawal of Members. In no event may a party withdraw from this Agreement if such withdrawal (a) would result in fewer members than one (1) county and one (1) municipality, two (2) municipalities, or two (2) counties, or (b) would be effective while any Bonds remained Outstanding or (c) would be effective prior to completion of Construction of the Regional Transportation System as described in the then-effective Capital Plan. In the absence of such circumstances, any Member of this Agreement may terminate its participation in the Authority by passage of a resolution by its Governing Body.

**ARTICLE VIII.
MISCELLANEOUS**

- 8.01 Ownership and Maintenance. The Regional Transportation System improvements will be conveyed to the appropriate governing jurisdiction, regardless of whether such jurisdiction is a Member of the Authority, responsible for similarly situated improvements for ownership, operation, maintenance, repair and replacement. In the event there is uncertainty in regard to ownership and maintenance responsibility, the Members shall determine the entity responsible for ownership, but in no event shall the Authority retain ownership after expiration of any applicable warranty period.

- 8.02 Regional Cooperation. The Members shall cooperate, and in partnership with other applicable governing jurisdictions, determine the location and design of the Regional Transportation System.
- 8.03 Guarantees. Any Member constructing the Regional Transportation System shall not be required to provide security or collateral guaranteeing completion of such System improvements if: (a) the funding is available and has been restricted for such purpose; and (b) performance, payment and warranty bonds or other surety, in an amount and form acceptable to the Authority, guaranteeing the completion of the Infrastructure, have been filed with the Authority or the Member entity.
- 8.04 Third Party Beneficiaries. Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Members any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Members.
- 8.05 Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.
- 8.06 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.
- 8.07 Dissolution and Termination of Agreement upon Failure to Adopt Initial Capital Plan. In the event that, for any reason, the Board, by a unanimous vote, and each Governing Body, has not adopted the initial Capital Plan on or before March 27, 2018, the Authority shall be dissolved and this Agreement shall terminate automatically.

WITNESS the signatures of the authorized representatives to the Parties to this Agreement, as set forth below:

COUNTY OF ADAMS

By: _____
Name:
Title:

CITY OF AURORA

By: _____
Name:
Title:

THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

By: _____
Name:
Title:

EXHIBIT A

E470/38 th /The Aurora Highlands Pkwy Interchange - Full interchange design and build of diamond interchange along with frontage roads to and from 48 th .
I-70/Harvest/Powhatan Interchange - Full interchange design and build of diamond interchange at Harvest along with frontage roads to and from Powhatan in the interim.
38 th Avenue (E470 to Himalaya) – full section improvements - 4 lane arterial along with regional drainage crossings, traffic control and multimodal/bike boulevard.
Harvest/Powhatan Interconnect (I-70 to 56 th Avenue) – full section improvements - 6 lane limited access principal arterial along with regional drainage crossings, traffic control and multimodal (ped/bike) path and UPRR grade separation.
48 th Avenue (E470 to Powhatan) - full section improvements - 6 lane arterial along with regional drainage crossings, traffic control, multimodal (ped/bike) path and E470 overpass upgrade.
26 th Avenue (E470 to Powhatan) – full section improvements - 4 lane arterial along with regional drainage crossings/conveyance and traffic control.
Gun Club/Aura Boulevard/Main Street (26 th to 56 th) – full section improvements - 4 lane arterial along with regional drainage crossings/conveyance, traffic control and multimodal (ped/bike) path.
The Aurora Highlands Parkway (Interconnect to 38 th /E470 Interchange) – full section improvements - 4 lane arterial separated by major drainageway along with regional drainage crossings/conveyance, traffic control and multimodal/bike boulevard. Only constructed with approval of the E-470 Board of Directors.
Picadilly Interchange – Full Interchange Design

EXHIBIT B

[see attached one page]

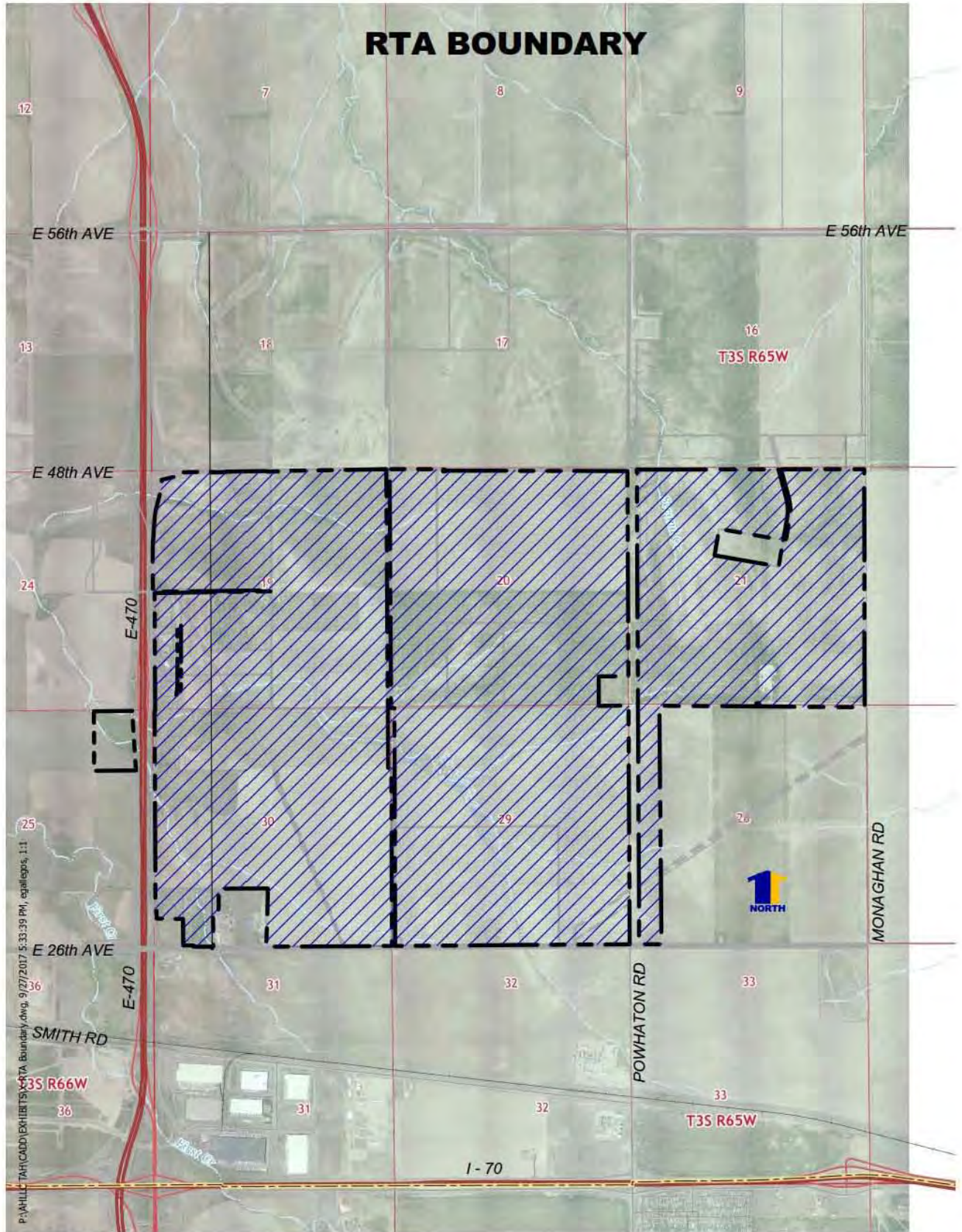


EXHIBIT C

BALLOT QUESTION A - PROPERTY TAX OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY TAXES BE INCREASED \$500,000 IN FISCAL YEAR 2019 AND BY WHATEVER AMOUNTS ARE RAISED IN EACH SUBSEQUENT FISCAL YEAR, BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR AT A RATE NOT TO EXCEED FIVE (5) MILLS AND WITHOUT LIMITATION AS TO AMOUNT OR ANY OTHER CONDITION, FOR THE PURPOSES OF SUCH AUTHORITY, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY IN FISCAL YEAR 2019 AND EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION AND LAWS OF COLORADO NOW OR HEREAFTER IN EFFECT, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

BALLOT QUESTION B - SALES TAX OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY TAXES BE INCREASED \$500,000 IN FISCAL YEAR 2018 AND BY WHATEVER AMOUNTS ARE RAISED IN EACH SUBSEQUENT FISCAL YEAR, BY THE IMPOSITION OF A SALES TAX AT THE RATE OF 1.00% IN THE MANNER AUTHORIZED BY THE REGIONAL TRANSPORTATION AUTHORITY LAW, PART 6 OF ARTICLE 4, TITLE 43, COLORADO REVISED STATUTES, FOR THE PURPOSES OF SUCH AUTHORITY, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY IN FISCAL YEAR 2018 AND EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION AND LAWS OF COLORADO NOW OR HEREAFTER IN EFFECT, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

BALLOT QUESTION C - REVENUE CHANGE FOR AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BE AUTHORIZED TO COLLECT, RETAIN AND SPEND THE FULL AMOUNT OF ALL TAXES, FEES, CHARGES, GRANTS, INTERGOVERNMENTAL PAYMENTS OR OTHER REVENUES, FROM WHATEVER SOURCE DERIVED, DURING FISCAL YEAR 2018 AND EACH FISCAL YEAR THEREAFTER, SUCH AMOUNTS TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING,

REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUE THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

BALLOT QUESTION D - BONDS OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY DEBT BE INCREASED \$600,000,000 WITH A REPAYMENT COST OF \$1,800,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, BY THE ISSUANCE OF REVENUE BONDS OR OTHER OBLIGATIONS OF THE AUTHORITY, WHICH BONDS OR OTHER OBLIGATIONS MAY BE REFUNDED IN WHOLE OR IN PART AT RATES EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED OBLIGATIONS, ALL FOR THE PURPOSE OF DEFRAYING THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING REGIONAL TRANSPORTATION IMPROVEMENTS AND APPURTENANT FACILITIES, EQUIPMENT, LAND AND EASEMENTS AND EXTENSIONS AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 9.00% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED AT ONE TIME OR FROM TIME TO TIME AND TO BE SECURED AND PAID FROM SUCH FUNDS AND REVENUES OF THE AUTHORITY AS AUTHORIZED BY THE INTERGOVERNMENTAL AGREEMENT PURSUANT TO WHICH THE AUTHORITY IS ORGANIZED, AND SHALL THE PROCEEDS OF ANY SUCH DEBT, ANY REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON BE COLLECTED, KEPT AND SPENT BY THE AUTHORITY AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

BALLOT QUESTION E - FORMATION OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BY INTERGOVERNMENTAL AGREEMENT

SHALL THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BE FORMED BY INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF AURORA, ADAMS COUNTY AND THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, FOR THE PURPOSE OF PROVIDING REGIONAL TRANSPORTATION IMPROVEMENTS WITHIN THE AREA GENERALLY BOUNDED BY EAST 56TH AVENUE ON THE NORTH, POWHATON ROAD ON THE EAST, INTERSTATE 70 ON THE SOUTH, AND THE E-470 HIGHWAY ON THE WEST, AS SUCH AREA MAY BE INCREASED OR REDUCED?

EXHIBIT D

[see attached one page]

Exhibit D - Phasing Plan

January 3, 2018

Item	Description (RTA Portion)	Total Cost	RTA Total	0-5YR	5-10YR	10-15YR
48th Avenue	E470 to Gun Club 6 Lanes (2 Lanes)	\$ 4,899,840	\$ 1,714,944	\$ 1,714,944		
48th Avenue	Gun Club to Harvest 6 Lanes (2 Lanes)	\$ 6,082,560	\$ 2,128,896	\$ 2,128,896		
48th Avenue	Harvest to Powhatan 6 Lanes (2 Lanes)	\$ 12,165,120	\$ 4,257,792	\$ 4,257,792		
38th Avenue	Himalaya to E470 4 Lanes (4 Lanes)	\$ 22,971,200	\$ 22,971,200	\$ 17,228,400	\$ 5,742,800	
TAH Parkway	E470 to Main Street 4 Lanes (1 Lane)	\$ 3,674,880	\$ 3,674,880	\$ 3,674,880		
TAH Parkway	Main St to Aura Blvd 4 Lanes (1 Lane)	\$ 7,349,760	\$ 2,939,904	\$ 2,939,904		
TAH Parkway	38th to Powhatan 4 Lanes (1 Lane)	\$ 26,169,600	\$ 9,159,360	\$ 9,159,360		
26th Avenue	E470 to Main Street 6 Lanes (2 Lanes)	\$ 3,210,240	\$ 1,123,584	\$ 1,123,584		
26th Avenue	Main Street to Harvest 6 Lanes (2 Lanes)	\$ 9,630,720	\$ 3,370,752	\$ 2,359,526	\$ 1,011,226	
26th Avenue	Harvest to Powhatan 6 Lanes (2 Lanes)	\$ 14,530,560	\$ 5,085,696	\$ 3,559,987	\$ 1,525,709	
Powhatan Road	I-70 to 26th 6+ Lanes (3 Lanes)	\$ 18,928,000	\$ 12,303,200	\$ 9,227,400	\$ 3,075,800	
Powhatan Road	26th to 48th 6+ Lanes (3 Lanes)	\$ 32,032,000	\$ 20,820,800	\$ 15,615,600	\$ 5,205,200	
Powhatan Road	48th to 56th 6+ Lanes (3 Lanes)	\$ 25,920,000	\$ 16,848,000	\$ 12,636,000	\$ 4,212,000	
E470/38th Interchange	Interchange 100%	\$ 24,000,000	\$ 24,000,000	\$ 12,000,000	\$ 12,000,000	
HM/PR/I70	Interchange 100%	\$ 36,000,000	\$ 36,000,000	\$ 3,600,000	\$ 21,600,000	\$ 10,800,000
Powhatan/I-70 INT	Initial Interchange 100%	\$ 6,080,000	\$ 6,080,000	\$ 6,080,000		
Picadilly Interchange	Interchange(NEATS) Design Only	\$ 49,440,000	\$ 2,472,000		\$ 2,472,000	
PROJECTED TOTAL		\$ 303,084,480	\$ 174,951,008	\$ 107,306,274	\$ 56,844,734	\$ 10,800,000

EXHIBIT E

REVENUES SUBJECT TO ALLOCATION (FROM WITHIN BOUNDARIES ONLY)

City Revenues⁽¹⁾

Up to 100% of City Use Tax on Construction Materials at the current rate, but excluding the 0.25% use tax dedicated to increased staffing of the City police department and operation and maintenance of the City detention facility,

Up to 100% of City Development Fees, inclusive of Transportation Impact Fee for Residential Development at the current rate

County Revenues⁽¹⁾

Up to 50% of County General Fund Property Tax

Up to 100% of County Road and Bridge Fund Tax

Authority Revenues from Levy by District or Authority

100% of a Mill Levy of 5.00 mills on all taxable real property through the District's imposition of the Aurora Regional Mill Levy, provided that if such Regional Mill Levy is not imposed, the Authority shall levy up to 5.00 mills in its place

⁽¹⁾ Final amounts or percentages to be incorporated in Capital Plan.