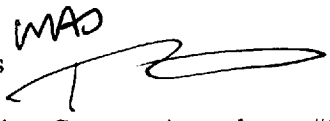


**PUBLIC WORKS DEPARTMENT  
MEMORANDUM #2012 – 13**

**DATE:** March 8, 2012  
**TO:** Honorable Mayor Joyce Downing and City Council Members  
**FROM:** William A. Simmons, City Manager  
David H. Willett, Director of Public Works   
**SUBJECT:** CR – 26; Huron Street Reconstruction Project Contract Amendment #1

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**BACKGROUND**

In October of 2009 the City of Northglenn (City) received notification that it was selected to receive funding in the amount of \$5,303,268 for the reconstruction of Huron Street from W. 112<sup>th</sup> Avenue to W. 104<sup>th</sup> Avenue. The initial funding obligation was met through a grant by the American Recovery Reinvestment Act (AARA). Denver Regional Council of Governments (DRCOG) administered the grant funding. Colorado Department of Transportation (CDOT) provided construction administration.

Due to a favorable bid climate the low bid was in the amount of \$3,703,974.19 from Castle Rock Construction (CRCC). The total contract award to CRCC including built in force account items required by CDOT was **\$4,153,079.19**.

Grant funding and local match was adjusted to the total contract value.

- ARRA Grant: \$3,903,974.19
- STP-Metro Grant: \$206,234.00
- Local (Northglenn) match \$42,871.00

The total grant amount from ARRA and STP Metro (\$4,110,208.19) plus local match (\$42,871) equals the contract value of **\$4,153,079.19**.

In order to procure the project CDOT required a fee for their construction administration and oversight efforts that totaled \$50,000. Subsequently the FHWA decided that CDOT could not charge this fee to an ARRA funded project. The attached contract amendment #1 re-budgets the \$50,000 from CDOT administration with an additional \$448 dollars that remained in the existing project account. The \$50,448 shown on the CDOT cover letter is comprised of \$41,766 in federal funds and \$8,682 in local match. In effect, the proposed contract modification allows Northglenn to bill CDOT for an additional \$41,766.00.

**BUDGET/TIME IMPLICATIONS**

Northglenn has requested reimbursement of the additional **\$41,766.00** in its final billing. Approval of this contract amendment is necessary for the reimbursement process to be completed.

**RECOMMENDATION**

Staff recommends approval of this proposed Resolution.

**STAFF REFERENCE**

David H. Willett, P.E., Director of Public Works  
Joliette Woodson, Transportation Engineer

[dwillett@northglenn.org](mailto:dwillett@northglenn.org) or 303.450.8783  
[jwoodson@northglenn.org](mailto:jwoodson@northglenn.org) or 303.450.8835

**Attachments:**

- CDOT Cover Letter
- Amendment #1, and Exhibit C-2 Funding Provisions (revised), Exhibit K
- Exhibit C-1 Funding Provisions (original)

# STATE OF COLORADO

## DEPARTMENT OF TRANSPORTATION

Region 6 Business Office  
2000 South Holly Street  
Denver, CO 80222  
(303) 757-9251  
(303) 757-9149 FAX



February 2, 2012

David Willett, Public Works Director  
City of Northglenn  
11701 Community Center Drive  
Northglenn, Colorado 80233

Dear Mr. Willett:

Enclosed are three executory copies of the Huron: 104<sup>th</sup> to 112<sup>th</sup> contract amendment #1 (17699). This amendment adds \$50,448.00 of funds to the project.

- Please have the executory copies signed by the appropriate officials and return all three copies with original signatures to this office.
- Please remember to attach a copy of the City's resolution.
- Make sure that the attestation line is signed and the City's seal is affixed to all three signature pages.

If I can be of further assistance please call me at (303) 757-9908.

Sincerely,

A handwritten signature in blue ink, appearing to read "JH", is written over the word "Sincerely,".

Jerry Hegwood  
Region 6 Business Office

Enclosures:

cc: Bruce Naylor  
Suspense File

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-26  
Series of 2012

\_\_\_\_\_  
Series of 2012

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF COLORADO FOR THE USE AND BENEFIT OF THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE CITY OF NORTHGLENN FOR THE RECONSTRUCTION OF HURON STREET FROM 104<sup>th</sup> AVENUE TO 112<sup>th</sup> AVENUE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. Amendment No. 1 to the Intergovernmental Agreement between the State of Colorado for the use and benefit of the Colorado Department of Transportation and the City of Northglenn for the Reconstruction of Huron Street from 104<sup>th</sup> Avenue to 112<sup>th</sup> Avenue, attached hereto as **Exhibit 1**, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

## CONTRACT AMENDMENT

<b>Amendment #1</b>	<b>Original Contract CMS # 10 HA6 11911 Project # ES6 M945-001 (17699)</b>	<b>Amendment CMS # 12 HA6 40751 PO 271001139</b>
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### 1) PARTIES

This Amendment to the above-referenced Original Contract ("Contract") is entered into by and between City of Northglenn ("Contractor"), and the STATE OF COLORADO ("State") acting by and through the Department of Transportation, ("CDOT").

### 2) EFFECTIVE DATE AND ENFORCEABILITY

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

### 3) FACTUAL RECITALS

Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function 3301, GL Acct. 4231200011, WBS Element 17699.20.10 (Contract Encumbrance Amount: Design - \$4,203,527.00), **Contract Encumbrance \$4,203,527.00.**

The Parties entered into the Contract for the reconstruction of 4-5 lanes of Huron Street, from 104<sup>th</sup> Avenue to 112<sup>th</sup> Avenue, including storm drains, water lines, sewer lines, traffic signal upgrades, concrete sidewalks and curb ramps in Northglenn.

### 4) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

### 5) MODIFICATIONS.

The Amendment and all prior amendments thereto, if any, are modified as follows:

#### a. Exhibit C-2

Exhibit C-1 to the Basic Contract shall be removed and replaced in its entirety by Exhibit C-2 attached hereto and incorporated herein by this reference. All references in the Basic Contract to Exhibit C-1 shall be removed and replaced by Exhibit C-2.

#### b. Exhibit K

FFATA Federal Provisions attached hereto and incorporated herein by this reference are hereby added to the Basic Contract.

### 6) START DATE

This Amendment shall take effect upon the date of the State Controller's Signature.

### 7) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

### 8) AVAILABLE FUNDS

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

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

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

<p align="center"><b>THE LOCAL AGENCY</b> <b>City of Northglenn</b></p> <p>Print: _____ Title: _____</p> <p>_____</p> <p align="center">*Signature</p> <p>Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b></p> <p align="center"><b>John W. Hickenlooper, GOVERNOR</b></p> <p align="center">Colorado Department of Transportation Donald E. Hunt, Executive Director</p> <p>_____</p> <p>By: Timothy J. Harris, P.E. Chief Engineer</p> <p>Date: _____</p>
<p align="center">2nd The Local Agency Signature if Needed</p> <p>Print: _____ Title: _____</p> <p>_____</p> <p align="center">*Signature</p> <p>Date: _____</p>	<p align="center"><b>LEGAL REVIEW</b></p> <p align="center">John W. Suthers, Attorney General</p> <p>By: _____</p> <p align="center">Signature - Assistant Attorney General</p> <p>Date: _____</p>

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

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

**STATE CONTROLLER**  
**David J. McDermott, CPA**

By: \_\_\_\_\_

Colorado Department of Transportation

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

**29. EXHIBIT C-2 – FUNDING PROVISIONS**

A. The Local Agency has estimated the total cost the Work to be \$4,203,527.00 which is to be funded as follows:

<b>1 BUDGETED FUNDS</b>			
a. Federal Funds (FY 11 ARRA @ 100%)		\$3,903,974.00	
b. Federal Funds (FY 10 STP Metro @ 82.79%)		\$206,234.00	
c. Federal Funds (FY 12 STP Metro @ 82.79%)		<u>\$41,766.00</u>	
Total Federal Funds			\$4,151,974.00
d. Local Agency Matching Funds (FY 11 ARRA @ 0%)		\$0.00	
e. Local Agency Matching Funds (FY 10 STP Metro @ 17.21%)		\$42,871.00	
f. Local Agency Matching Funds (FY 12 STP Metro @ 17.21%)		<u>\$8,682.00</u>	
Total Local Agency Matching Funds			\$51,553.00
g. Local Agency Matching for CDOT - Incurred Non-Participating Costs (Including Non-Participating Indirect Costs)			\$0.00
<b>TOTAL BUDGETED FUNDS</b>			<b>\$4,203,527.00</b>
<b>2 ESTIMATED CDOT-INCURRED COSTS</b>			
a. Federal Share (82.79% of Participating Costs)			\$0.00
b. Local Share			
Local Agency Share of Participating Costs		\$0.00	
Non-Participating Costs (Including Non-Participating Indirect Costs)		\$0.00	
Estimated to be Billed to Local Agency			\$0.00
<b>TOTAL ESTIMATED CDOT-INCURRED COSTS</b>			<b>\$0.00</b>
<b>3 ESTIMATED PAYMENT TO LOCAL AGENCY</b>			
a. Federal Funds Budgeted (1a)			\$4,151,974.00
b. Less Estimated Federal Share of CDOT-Incurred Costs (2a)			\$0.00
<b>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY</b>			<b>\$4,151,974.00</b>
<b>FOR CDOT ENCUMBRANCE PURPOSES</b>			
<b>Total Encumbrance Amount</b>			<b>\$4,203,527.00</b>
Less ROW Acquisition 3111 and/or ROW Relocation 3109			\$0.00
Net to be encumbered as follows:			<u>\$4,203,527.00</u>
<b>WBS Element &lt;&lt;&lt;&lt;&lt;&gt;&gt;&gt;&gt;</b>	<b>Design</b>	<b>3020</b>	<b>\$0.00</b>
<b>WBS Element 17699.20.10</b>	<b>Const</b>	<b>3301</b>	<b>\$4,203,527.00</b>

- B. The matching ratio for the federal participating funds for this project is 82.79% to 100% federal-aid funds (CFDA #20 2050) to 0% to 17.21% Local Agency funds, it being understood that such ratio applies only to the \$4,203,527.00 (\$4,151,974.00 Federal Funds and \$51,553.00 Local Agency Matching Funds) 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 \$4,203,527.00, and additional federal funds are made available for the project, the Local Agency shall pay the percentage applicable for the additional funding and 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 \$4,203,527.00, 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. The maximum amount payable to the Local Agency under this contract shall be \$4,151,974.00 (For CDOT accounting purposes, the federal funds of \$4,151,974.00 and local matching funds of \$51,553.00 will be encumbered for a total encumbrance of \$4,203,527.00), unless such amount is increased by an appropriate written modification to this contract 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 contract, 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.
- D. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from federal and/or state and/or Local Agency sources, as applicable. Should these sources, either federal or Local Agency, fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

## **EXHIBIT K – 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**

**As of October 15, 2010**

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. **“Central Contractor Registration (CCR)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.bpn.gov/ccr>.
  - 1.3. **“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.
  - 1.4. **“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.
  - 1.5. **“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>.
  - 1.6. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
    - 1.6.1. A governmental organization, which is a State, local government, or Indian Tribe;
    - 1.6.2. A foreign public entity;
    - 1.6.3. A domestic or foreign non-profit organization;
    - 1.6.4. A domestic or foreign for-profit organization; and
    - 1.6.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity



- 1.7. **“Executive”** means an officer, managing partner or any other employee in a management position.
  - 1.8. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
  - 1.9. **“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.”
  - 1.10. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
  - 1.11. **“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.
  - 1.12. **“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.
  - 1.13. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s Central Contractor Registration (CCR) profile, if applicable.
  - 1.14. **“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.
  - 1.15. **“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. **Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Requirements.**
  - 3.1. **CCR.** Contractor shall maintain the currency of its information in the CCR until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update the CCR 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 CCR 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 CCR and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above.

The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these supplemental provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.
  - 7.1 **To CCR.** A Subrecipient shall register in CCR and report the following data elements in CCR *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
    1. 7.1.1 Subrecipient DUNS Number;
    2. 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
    3. 7.1.3 Subrecipient Parent DUNS Number;
    4. 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
    5. 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:

6. 7.2.1 Subrecipient's DUNS Number as registered in CCR.

7. 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

**8. Exemptions.**

8. 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.

9. 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.

9. **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 C-1 FUNDING PROVISIONS ES6 M945-001 (17699)**

A. The Local Agency has estimated the total cost the Work to be \$4,153,079.00 which is to be funded as follows:

<b>1 BUDGETED FUNDS</b>			
a. Federal Funds (FY 10 ARRA @ 100%)		\$3,903,974.00	
b. Federal Funds (FY 10 STP Metro @ 82.79%)		<u>\$206,234.00</u>	
Total Federal Funds			\$4,110,208.00
c. Local Agency Matching Funds (FY 10 ARRA @ 0%)		\$0.00	
d. Local Agency Matching Funds (FY 10 STP Metro @ 17.21%)		<u>\$42,871.00</u>	
Total Local Agency Matching Funds			\$42,871.00
<b>TOTAL BUDGETED FUNDS</b>			<b>\$4,153,079.00</b>
<b>2 ESTIMATED CDOT- INCURRED COSTS</b>			
a. Federal Share			\$0.00
b. Local Share			
Local Agency Share of Participating Costs		\$0.00	
Non-Participating Costs (Including Non-Participating Indirects)		\$0.00	
Estimated to be Billed to Local Agency			\$0.00
<b>TOTAL ESTIMATED CDOT-INCURRED COSTS</b>			<b>\$ 0.00</b>
<b>3 ESTIMATED PAYMENT TO LOCAL AGENCY</b>			
a. Federal Funds Budgeted (1a)			\$4,110,208.00
b. Less Estimated Federal Share of CDOT-Incurred Costs (2a)			\$0.00
<b>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY</b>			<b>\$4,110,208.00</b>
<b>FOR CDOT ENCUMBRANCE PURPOSES</b>			
Total Encumbrance Amount			\$4,156,050.00
Less ROW Acquisition 3111 and/or ROW Relocation 3109			\$0.00
Net to be encumbered as follows:			\$4,153,079.00
WBS Element <<<<<<>>>>	Design	3020	\$0.00
WBS Element 17699.20.10	Const	3301	\$4,153,079.00

- B. The matching ratio for the federal participating funds for this project is 82.79% to 100% federal-aid funds (CFDA #20 2050) to 0% to 17.21% Local Agency funds, it being understood that such ratio applies only to the \$4,153,079.00 (\$4,110,208.00 Federal Funds and \$42,871.00 Local Agency Matching Funds) 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 \$4,153,079.00, and additional federal funds are made available for the project, the Local Agency shall pay the percentage applicable for the additional funding and 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 \$4,153,079.00, 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. The maximum amount payable to the Local Agency under this contract shall be \$4,110,208.00 (For CDOT accounting purposes, the federal funds of \$4,110,208.00 and local matching funds of \$42,871.00 will be encumbered for a total encumbrance of \$4,153,079.00), unless such amount is increased by an appropriate written modification to this contract 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 contract, 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.
- D. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from federal and/or state and/or Local Agency sources, as applicable. Should these sources, either federal or Local Agency, fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.