

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
COLORADO DEPARTMENT OF TRANSPORTATION  
AND THE  
CITY AND COUNTY OF DENVER  
REGARDING THE  
CDOT CENTRAL 70 ENVIRONMENTAL MITIGATION AND  
DENVER HOME IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the COLORADO DEPARTMENT OF TRANSPORTATION (“CDOT”), an executive agency of the State of Colorado (the “State”) created pursuant to C.R.S. §§ 43-1-1-101, *et seq.* (“CDOT”), and the CITY AND COUNTY OF DENVER, a home rule city and political subdivision created by the Colorado Constitution (the “City”). The City and CDOT are each individually referred to as a “Party” and collectively as the “Parties.”

This Agreement shall not be enforceable until the date on which this Agreement has been approved and signed by the Parties and the Colorado State Controller or designee (the date of the signature of the Colorado State Controller or designee being the “Effective Date”).

**RECITALS**

A. CDOT is currently undertaking a state transportation project to reconstruct a ten mile portion of Interstate 70 (“I-70”) east of downtown Denver, including removing the aging 53-year old I-70 viaduct, lowering I-70 between Brighton Boulevard and Colorado Boulevard in the vicinity of the Elyria and Swansea neighborhoods, and constructing a landscaped 4-acre cover over a portion of I-70 near Swansea Elementary School (the “Central 70 Project”).

B. On January 19, 2017, the Federal Highway Administration approved a Record of Decision for the Central 70 Project, providing federal approval for the Central 70 Project to proceed to construction.

C. The Record of Decision acknowledges increased dust and noise during construction as an impact of the Central 70 Project and requires CDOT to mitigate this impact by providing residents located between 45th Avenue and 47th Avenue, from Brighton Boulevard to Colorado Boulevard, certain CDOT Mitigation Measures (as defined below).

D. CDOT has selected a preferred proposer, Kiewit Meridiam Partners, to design, build, finance, operate and maintain the Central 70 Project, with construction currently anticipated to begin in Spring 2018.

E. CDOT’s Central 70 Project mitigation commitments, though limited by type and geographic boundaries, align with the City’s larger housing goals, as identified in the Housing Denver Five-Year Plan, to rehabilitate and preserve affordable units.

F. The City has committed \$1.45 million to provide certain additional improvements to homes in the Elyria and Swansea neighborhoods, including, but not limited to, window and door replacement, home heating, ventilation and air conditioning (HVAC) replacement, positive pressure air ventilation, and energy efficient lighting (the “City Home Improvement Measures”).

G. CDOT and the City recognize that collaboration will result in the most comprehensive, cost-efficient housing improvements for residents and will minimize intrusion and inconvenience for residents.

H. The Parties have determined that there are significant mutual benefits to be achieved by cooperating and working together in the neighborhoods impacted by the Central 70 Project, including streamlining improvement efforts, efficiencies in timely decision making and turnaround, and effectively utilizing the specialties of partnering organizations.

I. The City enjoys established relationships with locally based non-profit organizations and other partners that are dedicated to preserving affordable housing, providing housing stability, and improving energy and water efficiency for low-income residents of Denver.

J. The Parties agree that utilizing the City’s established relationships will enable both the City and CDOT to deliver the CDOT Mitigation Measures and the City Home Improvement Measures (together, the “Project”) in the most efficient and effective manner.

K. The Parties further acknowledge the importance of continuing to explore opportunities to provide additional workforce training as the improvements contemplated under this Agreement are delivered.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

1. Assessments. The City agrees it shall engage one or more contractors (the “Contractor”) to complete performance of the Project. The City shall cause the Contractor to assess up to 300 homes identified by CDOT (the “CDOT Properties”), and to coordinate, plan, and implement the provision of the CDOT Mitigation Measures in each of the CDOT Properties. The City may also direct the Contractor to assess the CDOT Properties, or any other properties, for combustion efficiency and safety, general structural integrity of the home, air leakage, indoor air exhaust capabilities, thermal barrier performance, fire hazards, mold or moisture damage, electrical safety and base-load testing, and indoor air quality and moisture inspection to determine whether such property is eligible to receive any City Home Improvement Measures. The Contractor shall be required to consult with the owner and any renter on the final assessment results and recommended home improvement measures.

2. CDOT Mitigation Measures. The CDOT Mitigation Measures to be provided to each of the CDOT Properties include the following:

- a. two free portable or window-mounted air conditioning units with air filtration;
- b. interior storm windows;
- c. furnace filters;
- d. assistance to offset additional utility costs from cooling (as described in Section 3 below);
- e. caulking or caulking/sealing;
- f. weather stripping;
- g. carbon monoxide/smoke detectors;
- h. programmable thermostats; and
- i. attic insulation (blown/loose fill cellulose or fiberglass), which shall be provided in a manner that does not involve the removal or damage to any historic materials and must be reversible.

3. Utility Cost Reduction. The City shall cause the Contractor to conduct energy assessments of the CDOT Properties and to undertake commercially reasonable efforts to leverage available utility rebate funding program, energy assistance credit programs, and/or demand side management programs through Xcel Energy to offset residents' additional utility costs incurred as a result of cooling. The City shall cause the Contractor to conduct final inspections of the completed project to compare against the initial energy assessments to ensure compliance with all required procedures. The Contractor shall be required to certify completion of the work at each of the CDOT Properties in a form mutually acceptable to CDOT and the City.

4. Project Phasing. CDOT and the City will work together in good faith to establish the appropriate priority for the provision of the CDOT Mitigation Measures to the CDOT Properties. The City may identify additional homes to receive the City Home Improvement Measures in its discretion; provided, however, that the City shall ensure priority is given to the completion of the CDOT Mitigation Measures as needed to meet the requirements of the Central 70 Project schedule.

5. Completion Schedule.

- a. The City shall cause the Contractor to provide all of the CDOT Properties with the CDOT Mitigation Measures no later than June 1, 2018. Each of the CDOT Properties shall receive the full scope of the CDOT Mitigation Measures unless (i) CDOT informs the City it has received a waiver of the right to receive some or all of such CDOT Mitigation Measures executed by the property owner (or such waiver is otherwise deemed, as directed by the CDOT); (ii) such property is to receive a package of City Home Improvement Measures and the owner of such property has executed a waiver certifying such City Home Improvement Measures are equal to or exceed, and are to be provided in lieu of, some or all of the CDOT Mitigation Measures; or (iii) as otherwise directed by CDOT. Such waivers shall be in a form deemed acceptable to CDOT.

b. Except with respect to CDOT Properties for which a property owner has waived the right to receive the CDOT Mitigation Measures (or such waiver is deemed by CDOT), the City shall cause all home assessments described in Section 1 to be completed no later than January 1, 2018.

c. The City shall cause the Contractor to complete installation of the CDOT Mitigation Measures for at least 50% of the CDOT Properties that will receive some or all of the available CDOT Mitigation Measures no later than March 1, 2018.

d. The deadlines set forth in this Section may be extended or waived by mutual written agreement of the Parties.

6. Marketing and Community Engagement. The City shall cause the Contractor to make all communications prepared related to work performed under this Agreement available in both English and Spanish. The City shall require the Contractor to coordinate with the marketing and engagement team identified by CDOT to promote the program and coordinate with residents of the Elyria and Swansea neighborhoods. All outreach materials for the Project will identify CDOT, the Central 70 Project, and the City as partners and be presented in a form acceptable to both CDOT and the City. The City shall ensure that all representatives of the Contractor are easily identifiable, with a wardrobe and badges that clearly identify them as representatives of the Project. The City shall require the Contractor to establish a program to promptly address any concerns or questions raised by residents with respect to the Project in cooperation with the marketing and engagement team identified by CDOT.

7. Efforts to Minimize Disruptions. The City shall ensure its Contractor undertakes reasonable efforts to create an efficient home visitation schedule to minimize disruptions to residents and to discourage the need to enter homes multiple times.

8. Project Payments; Accounting.

a. The City shall establish and maintain (or cause the Contractor to establish and maintain) a proper accounting system in accordance with generally accepted accounting principles to ensure that Project funds are expended and costs accounted for in a manner consistent with this Agreement. In no event shall CDOT funds and City funds be comingled, and the City shall require that no CDOT funds be expended toward work other than the CDOT Mitigation Measures and other reasonable administrative and oversight costs of the Project. In no event shall CDOT funds be expended on properties other than the CDOT Properties. Amounts budgeted but not required for the CDOT Mitigation Measures (e.g. in the event a property owner waives their right to receive all or a portion of the CDOT Mitigation Measures) are not eligible to be spent on City Home Improvement Measures, but may be expended on reasonable administrative and oversight costs of the Project.

b. The City shall prepare and submit to CDOT a monthly invoice of costs actually incurred for the CDOT Mitigation Measures and other reasonable administrative

and oversight costs of the Project. CDOT shall pay invoices submitted by the City within 45 days.

c. CDOT agrees to make available to the City an amount not to exceed \$2.3 million in exchange for the City's performance of its obligations under this Agreement, including, for certainty, completion in full of the CDOT Mitigation Measures. A sufficient unencumbered fund balance for the obligations of CDOT under this Agreement remains available for the payment of such obligations in the Total Contract Encumbrance Amount of \$2.3 million.

d. The City agrees to contribute no less than \$1.45 million toward the City Home Improvement Measures.

9. Reporting.

e. The City shall cause the Contractor to submit biweekly activities reports to CDOT detailing progress toward Project outcomes. The City shall also cause the Contractor to submit a monthly activities report to accompany each invoice, including an accounting of costs attributable to CDOT and the City.

f. The City shall cause the Contractor to submit a final program report within 45 days after completion of the Project. The final program report shall be in a form mutually acceptable to CDOT and the City and include, at a minimum, a complete reporting of the CDOT Mitigation Measures and City Home Improvement Measures provided to each property and the timing of each assessment, home visit, and the dates work was performed.

10. Insurance. The City shall require the Contractor (including any subcontractors) to purchase and maintain, at a minimum, the following insurances: (i) workers' compensation/employer's liability insurance (\$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims); (ii) commercial general liability (\$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate); and (iii) business automobile liability (\$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services). CDOT and the State of Colorado shall be included as additional insureds on the insurance coverages provided for in this Section. The City shall require the Contractor to waive subrogation rights against CDOT and the State of Colorado.

11. Indemnification. The City shall require the Contractor to defend, indemnify, reimburse and hold harmless CDOT, the State of Colorado, and their appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement.

12. Assignment. Except as specifically provided for herein, no Party to this Agreement shall be permitted to assign, transfer, mortgage, pledge or encumber of any of its interests in or rights or obligations under this Agreement without the prior written approval of the other Party.

13. Term of Agreement. This Agreement shall not be enforceable until the date on which this Agreement has been approved and signed by the Parties and the Colorado State Controller or designee (the date of the signature of the Colorado State Controller or designee being the Effective Date). This Agreement shall terminate upon the earlier to occur of (i) completion of the Project, or (ii) December 31, 2018. This Agreement may be terminated earlier or extended by mutual written agreement of the Parties.

14. Dispute Resolution. Any dispute concerning a Party's performance under this Agreement, or with respect to any alleged default or breach of this Agreement, shall first be referred to the other Party for informal dispute resolution for a period lasting no less than ten (10) days. Representatives of the Parties agree to meet within such ten (10) day period and endeavor to resolve disputes prior to the delivery of any notice of default or breach under Section 15 to this Agreement (unless such alleged default or breach is of an emergency nature, or where delay is likely to cause material harm to any Party). The informal dispute resolution meeting shall include, at a minimum, the CDOT Central 70 Project Director; a representative of the City's Mayor's Office; a representative of the City's North Denver Cornerstone Collaborative ("NDCC"); and the CDOT Chief Engineer. The Parties may, by mutual written agreement, extend the period for informal dispute resolution and any such extension shall not constitute a waiver of any rights or remedies available to the Parties under this Agreement.

15. Defaults/Enforcement. Time is of the essence in this Agreement. If either Party defaults on or breaches any obligation under this Agreement and such default remains uncured for fifteen (15) days following delivery of notice from a non-defaulting Party to the defaulting Party (or, if such default cannot reasonably be cured within a fifteen (15) day period, an appropriate cure is not commenced and diligently pursued within such fifteen (15) day period), then the non-defaulting Party may seek any and all relief as may be available at law or equity for the default, including, but not limited to, seeking monetary relief and/or specific performance of the obligations of the defaulting Party under this Agreement.

16. Termination. CDOT has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the City. If this Agreement is terminated, the City shall deliver (and cause the Contractor to deliver) all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for using CDOT funds to CDOT.

17. Representations. Each Party represents that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or other applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the signing Party to its terms.

18. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by electronic mail or by certified or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when received by the other Party (in the case of electronic mail) or when deposited in the United States mail.

If to the City:

Office of the Mayor  
1437 Bannock St., Room 350  
Denver, Colorado 80202

and

Executive Director  
North Denver Cornerstone Collaborative  
1437 Bannock St., Room 350  
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

If to CDOT:

Colorado Department of Transportation  
Attn: Executive Director  
4201 East Arkansas Avenue  
Denver, Colorado 80222

and

Colorado Department of Transportation  
Attn: Central 70 Project Director  
2000 S. Holly St.  
Denver, Colorado 80222

With a copy of any such notice to:

Colorado Attorney General's Office  
Transportation Unit  
1300 Broadway, 10th Floor  
Denver, CO 80203

19. Appropriation. The Parties acknowledge that (i) financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available, (ii) the Parties by this Agreement do not irrevocably pledge present cash reserves for payments in future fiscal years, and (iii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Parties, except to the extent that the funds are currently encumbered or can be legally made available from an enterprise fund. The Parties agree that any expenditure of the City shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of this Agreement and paid into the Treasury of the City and County of Denver. CDOT and the City each agree to include in budget requests funds sufficient to fulfill each of their respective commitments herein.

20. Liability of the Parties. The Parties agree each Party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. If any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement.

21. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement or to request approval, in good faith, from their legislative bodies for such agreements or documents.

22. Venue. Venue for any action hereunder shall be in the District Court, City and County of Denver, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

23. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

24. Third Party Beneficiaries. Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Except as specifically provided for herein, nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity, and any other person or entity other than the Parties receiving benefits pursuant to this Agreement is an incidental beneficiary only.

25. Amendments. This Agreement may be amended, in whole or in part, only by written instrument executed by the Parties; provided, however, that the Parties may mutually agree to modification or waiver of the CDOT Mitigation Measures to be provided in respect of any property without amendment; and provided further that to the extent the CDOT Mitigation Measures are required in more than 300 homes, CDOT may authorize the expenditure of additional funds through the execution of an option letter in form and substance approved by the State Controller without the requirement for subsequent approval by the City.

26. Non-Discrimination in Employment. In connection with the performance of work under this Agreement, the Parties may not refuse to hire, discharge, promote or demote, or



discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Parties shall insert the foregoing provision in all contracts, and direct that the foregoing provision be included in all subcontracts.

27. Force Majeure. No Party shall be deemed in default hereunder nor shall be liable to any other Party if such Party is subsequently unable to perform, or is delayed in performing, its obligations hereunder by reason of any cause beyond the reasonable control of said Party, including an act of God, fire, strike, riot, civil disturbance, act of public enemy, embargo, or any judicial order; provided, however, that no party shall be entitled to relief under this Section 31 unless such Party shall have given the other Parties reasonable notice of such event, and shall have exhausted all reasonable means of complying or implementing alternative means of compliance with its contractual obligations hereunder.

28. Examination of Records. Any authorized agent of the City or the State, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records, involving transactions related to this Agreement until the latter of three (3) years after the termination of this Agreement or expiration of the applicable statute of limitations. Notwithstanding the foregoing, no Party shall be required to retain records longer than any retention periods established by policy or otherwise applicable to such Party.

29. Counterparts, Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document.

30. Statewide Contract Management System. If the maximum amount payable to the City under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, the Statewide Contract Management System applies. The City agrees to be governed, and to abide by the provisions of C.R.S. §§ 24-106-103, 24-102-206, 24-106-106, 24-106-107 and 24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system. The City's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Agreement, state law, including C.R.S. § 24-103.5-101, and State Fiscal Rules, Policies and Guidance.

31. Special Provisions

a. Controller's Approval. C.R.S. § 24-30-202(1). This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

b. Fund Availability. C.R.S. § 24-30-202(5.5). Financial obligations of the State payable after the current 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, C.R.S. § 24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

d. Independent Contractor. The City shall perform its duties hereunder as an independent contractor and not as an employee. Neither the City nor any agent or employee of the City shall be deemed to be an agent or employee of the State. City 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 the City or any of its agents or employees. Unemployment insurance benefits will be available to the City and its employees and agents only if such coverage is made available by the City or a third party. The City shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. The City shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. The City shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

e. Compliance with Law. The Parties 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 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. The City hereby certifies that, during the term of this Agreement and any extensions, the City has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the City 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. C.R.S. §§ 24-18-201 and 24-50-507. 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. The City has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the City's services and t h e City shall not employ any person having such known interests.

j. Vendor Offset. C.R.S. §§ 24-30-202(1) and 24-30-202.4. [**Not applicable to intergovernmental agreements**] Subject to C.R.S. § 24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. § 39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

k. Public Contracts for Services. C.R.S. § 8-17.5-101. [**Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services.**] The City certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. § 8-17.5-102(5)(c), the City shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the City that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The City (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if t h e City has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 817.5-102(5), by the Colorado Department of Labor and Employment. If the City participates in the Department program, the City shall deliver to the contracting State agency,

Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that the City has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If the City fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, the City shall be liable for damages.

1. Public Contracts With Natural Persons. C.R.S. § 24-76.5-101. The City, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of C.R.S. § 24-76.5-101 et seq., and (c) has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the Effective Date of this Agreement.

*[Signature pages follow.]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

FOR THE COLORADO DEPARTMENT OF TRANSPORTATION:

STATE OF COLORADO  
JOHN W. HICKENLOOPER, Governor

By: \_\_\_\_\_  
Shailen P. Bhatt  
Executive Director

APPROVED AS TO FORM:

CYNTHIA H. COFFMAN  
Attorney General

By: \_\_\_\_\_  
Assistant Attorney General

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

Section 24-30-202, C.R.S. requires that the State Controller to approve all agreements. This Agreement is not valid until the State Controller, or such assistant as he may delegate, has signed it.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Date: _____</p>
--------------------------------------------------------------------------------------------

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

FOR THE COLORADO DEPARTMENT OF TRANSPORTATION:

STATE OF COLORADO  
JOHN W. HICKENLOOPER, Governor

SEE ATTACHED PAGES FOR SIGNATURE

By: \_\_\_\_\_  
Shailen P. Bhatt  
Executive Director

APPROVED AS TO FORM:

CYNTHIA H. COFFMAN  
Attorney General

By: \_\_\_\_\_  
Assistant Attorney General

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

Section 24-30-202, C.R.S. requires that the State Controller to approve all agreements. This Agreement is not valid until the State Controller, or such assistant as he may delegate, has signed it.

STATE CONTROLLER  
Robert Jaros, CPA, MBA, JD

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

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

