Routing # CMS# 97544
Subrecipient DUNS#: 010355548
Initial Federal Award Date: March 30, 2016
Initial Amount of Federal Funds Obligated by this Action: $881,767.00
Total Amount of the Federal Award: $881,767.00
HUD Grant Number: B-13-DS-08-0001
Name of Federal Awarding Agency: HUD
Identification if the Award is for R&D: No
Indirect Cost Rate for the Federal Award: N/A

GRANT AGREEMENT

Between the

STATE OF COLORADO
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

And the

CITY AND COUNTY OF DENVER

TABLE OF CONTENTS

1. PARTIES 2
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY. 2
3. RECITALS 2
4. DEFINITIONS 2
5. TERM 4
6. STATEMENT OF PROJECT 4
7. PAYMENTS TO SUBRECIPIENT 5
8. REPORTING - NOTIFICATION 6
9. SUBRECIPIENT RECORDS 7
10. CONFIDENTIAL INFORMATION-STATE RECORDS 8
11. CONFLICTS OF INTEREST 8
12. REPRESENTATIONS AND WARRANTIES 9
13. INSURANCE 9
14. BREACH 12
15. REMEDIES 13
16. NOTICES AND REPRESENTATIVES 15
17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE 15
18. GOVERNMENTAL IMMUNITY 16
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM 16
20. RESTRICTION ON PUBLIC BENEFITS 16
21. GENERAL PROVISIONS 17
22. COLORADO SPECIAL PROVISIONS 19
SIGNATURE PAGE 21
EXHIBIT A – APPLICABLE LAWS 1
EXHIBIT B – OVERALL STATEMENT OF WORK - REPORTING 1
EXHIBIT C – SUPPLEMENTAL PROVISIONS FOR FFATA 1
EXHIBIT D – MAXIMUM INCOME LIMITS 1
EXHIBIT E – PROCEDURE TO PREVENT DUPLICATION OF BENEFITS 1

FORM 1 – GRANT CHANGE LETTER..... 1
FORM 2 – RESIDENCY DECLARATION..... 1
FORM 3 – FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARANCY ACT (FFATA) DATA REPORT 1
ATTACHMENT A-1(A) – SUBPROJECT SCOPE OF WORK/BUDGET 1
ATTACHMENT A-1(B) – PROJECT PERFORMANCE PLAN 1

1. PARTIES

This Agreement (hereinafter called "Grant") is entered into by and between the **CITY AND COUNTY OF DENVER** (hereinafter called "Subrecipient"), and the STATE OF COLORADO acting by and through the Department of Public Safety, Division of Homeland Security and Emergency Management (hereinafter called the "State"or "DHSEM").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). Except as specified in **§5.1** of the Subproject Scope of Work/Budget, the State shall not be liable to pay or reimburse Subrecipient 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 or after termination of the Grant.

3. RECITALS

A. Authority, Appropriation and Approval

Authority to enter into this Grant exists in CRS §24-32-106, funds have been budgeted, appropriated and otherwise made available pursuant to CRS §24-32-106 and a sufficient unencumbered balance remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant 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.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Beneficiary

"Beneficiary" shall have the meaning given in the Subproject Scope of Work/Budget.

B. Budget

"Budget" means the budget for the Project and/or Work described in **Exhibit B** and individual Subproject Scope of Work/Budget.

C. Evaluation

"Evaluation" means the process of examining Subrecipient's Work and rating it based on criteria established in **§6**, **Exhibit B** and individual Subproject Scope of Work/Budgets and Project Performance Plans.

D. Exhibits and Other Attachments

The following are attached hereto and incorporated by reference herein:

i. Exhibit A (Applicable Laws)
ii. Exhibit B (Overall Statement of Work - Reporting)
iii. Exhibit C (Supplemental Provisions for Federal Funding Accountability and Transparency Act of 2006 (FFATA))
iv. Exhibit D (Maximum Income Limits)

v. Exhibit E (Procedure to Prevent Duplication of Benefits)
vi. Form 1 (Grant Change Letter)
vii. Form 2 (Residency Declaration)
viii. Form 3 (FFATA Data Report Form)
ix. Attachment A-1(a) SUBPROJECT SCOPE OF WORK/BUDGET
x. Attachment A-1(b) SUBPROJECT PROJECT PROJECT PERFORMANCE PLAN

E. Federal Funds

"Federal Funds" means the funds provided by the Community Development Block Grant Disaster Recovery Program (CDBG-DR) from the U.S. Department of Housing and Urban Development (HUD) to fund performance of the Work, which may be used to reimburse Pre-award Costs, if authorized in this Grant.

F. Goods

"Goods" means tangible material acquired, produced, or delivered by Subrecipient either separately or in conjunction with the Services that Subrecipient renders hereunder.

G. Grant

"Grant" means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Federal guidance in **Exhibit A**, Colorado State law, Fiscal Rules, and State Controller Policies.

H. Grant Funds

"Grant Funds" means available funds payable by the State to Subrecipient pursuant to this Grant.

I. Party or Parties

"Party" means the State or Subrecipient and "Parties" means both the State and Subrecipient.

J. Pay Request(s)

"Pay Request(s)" means the Subrecipient's payment request(s) for Work submitted on form(s) provided by the State and including all supporting documentation (including invoices) and as specified in the Subproject Scope of Work/Budget.

K. Personal Property

"Personal Property" means the personal property, if any, which Grant funds are used to acquire or improve.

L. Pre-agreement Costs

"Pre-agreement costs," when applicable, means the costs incurred on or after the date as specified in the Subproject Scope of Work/Budget, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Subrecipient's grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B** and individual Subproject Scope of Work/Budgets.

M. Project Performance Plan

"Project Performance Plan" means the milestones, performance goals and timelines for a Subproject identified in the Project Performance Plan for such Subproject which is attached to this Grant.

N. Program

"Program" means the CDBG-DR grant program that provides the funding for this Grant.

O. Project

"Project" means the total Work to be performed as described in **Exhibit B** and individual Subproject Scope of Work/Budgets.

P. Review

"Review" means examining Subrecipient's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6**, **Exhibit B** and individual Subproject Scope of Work/Budgets and Project Performance Plans.

Q. Services

"Services" means the required services to be performed by Subrecipient pursuant to this Grant.

R. Status Report(s)

"Status Report(s)" means the Subrecipient's status report(s) on the Work/Subproject submitted on form(s) provided by the State.

S. Subcontractor
"Subcontractor" means third-parties, if any, engaged by Subrecipient to carry out specific vendor related services.

T. Subgrantee
"Subgrantee" means third-parties, if any, engaged by Subrecipient to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Subrecipient.

U. Subject Property
"Subject Property" means the real property, if any, which Grant Funds are used to acquire, construct, or clear or demolish existing structures.

V. Subproject
"Subproject" means each subdivision of the Project which is specified on an Attachment pursuant to **§1.3** of **Exhibit B**.

W. Subproject Scope of Work/Budget
"Subproject Scope of Work/Budget" means the scope of work and budget for a Subproject which is attached to this Grant in Attachment A-1(a).

X. Work
"Work" means the tasks and activities Subrecipient is required to perform to fulfill its obligations under this Grant, **Exhibit B** and individual Subproject Scope of Work/Budgets, including the performance of the Services and delivery of the Goods.

Y. Work Product
"Work Product" means the tangible or intangible results of Subrecipient's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term – Work Commencement
Unless otherwise permitted in **§2** above or **§5.1** of the Subproject Scope of Work/Budget in this Grant shall commence on the Effective Date, and funds shall be expended by **April 1, 2018** (the "End Date"), as detailed under the Project Schedule in**§**5.1 of the Subproject Scope of Work/Budget. If the Work shall be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **§5.1** of the Subproject Scope of Work/Budget. Subprojects shall commence and terminate on the dates specified in the applicable Subproject Scope of Work/Budget(s).

B. Two Month Extension
The State, at its sole discretion upon written notice to Subrecipient as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF PROJECT

A. Completion
Subrecipient shall complete the Work and its other obligations as described herein and in **Exhibit B** and individual Subproject Scope of Work/Budgets. Except as specified in **§5.1** of the Subproject Scope of Work/Budget. The State shall not be liable to compensate Subrecipient for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services
Subrecipient shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Subrecipient or Subgrantees shall be considered Subrecipient's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO SUBRECIPIENT

The State shall, in accordance with the provisions of this **§7**, pay Subrecipient in the following amounts, using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Subrecipient by the State is **$881,767.00** as determined by the State from available funds. Subrecipient agrees to provide any additional funds required for the successful completion of the Work. Payments to Subrecipient are limited to the unpaid obligated balance of the Grant as set forth in individual Subproject Scope of Work/Budgets.

B. Payment

i. Payments

Any payment allowed under this Grant and in individual Subproject Scope of Work/Budget shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Subrecipient shall initiate any payment request by submitting invoices or reimbursement requests (referred to as "invoices" herein) to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Subrecipient invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount represents performance by Subrecipient previously accepted by the State. The State shall not pay interest on Subrecipient invoices.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Subrecipient's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State, federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Subrecipient in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Subrecipient, may be recovered from Subrecipient by deduction from subsequent payments under this Grant or other grants or agreements between the State and Subrecipient or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State. The closeout of a federal award does not affect the right of HUD or DHSEM 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.

v. Recapture. Upon completion of activity for which funds were awarded recipient shall report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, the awarded recipient must repay the State the total amount of additional funds received.

vi. Advance Payments. To maximize the use of Grant Funds, the State shall evaluate Subrecipient's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant and Subproject Scope of Work/Budget. DOLA reserves the right to recapture advanced Grant Funds when Subrecipient has not or is not complying with the terms of this Grant and/or the Subproject Scope of Work/Budget.

vii. Repayment. Subrecipient shall conduct, in a satisfactory manner as determined by the State, the Project as set forth in this Grant Agreement. The discretionary right of the State to terminate for convenience under §15(C) notwithstanding, it is expressly understood and agreed by Subrecipient that the State shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments

made by the State (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

One year after completion of Subproject for which funds were awarded, the recipient must report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, the recipient must repay the State the total amount of additional funds received.

viii. Retroactive Payments

As specified **§5.1** in the Subproject Scope of Work/Budget, the State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules and regulations applicable to the Work provide for such retroactive payments to the Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs so identified in the Budget. Subrecipient may request budget modifications by submitting a written Grant Change Request to the State. In response to such requests, the State may, in its sole discretion, agree to modify, adjust, and revise the Budget, delivery dates, and the goals and objectives for the Work, and make such other modifications that do not change the total amount of the Budget.

D. Other Funds

The Subrecipient shall provide Other Funds as provided in and individual Subproject Scope of Work/Budgets. The Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. The Subrecipient represents to the State that the amount designated "Other Funds" in and individual Subproject Scope of Work/Budgets has been legally appropriated for the purposes of this Grant by its authorized representatives and paid into its treasury or bank account. The Subrecipient does not by this Grant 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 the Subrecipient. The Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency's laws or policies. Subrecipient shall provide Other Funds in accordance with a specific Subproject Scope of Work/Budget.

E. Reimbursement of Subrecipient Costs

The State shall reimburse the Subrecipient's allowable costs, not exceeding the maximum total amount described in Attachment A-1(a) and §7. The State shall reimburse the Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit B. However, any costs incurred by the Subrecipient 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. Allowable costs shall be:

i. **Reasonable and Necessary**. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. **Net Cost**. Actual net cost to the Subrecipient (i.e. the price paid minus any items of value received by the Subrecipient that reduce the cost actually incurred).

F. Close Out

The Subrecipient shall close out this Grant within 90 days after the End Date. Grant close out entails submission to the State by the Subrecipient of all documentation defined in this Grant, and Subrecipient's final reimbursement request. The State can withhold 5% of the allowable costs until all final project documentation has been submitted and accepted by State as substantially complete.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds

Subrecipient shall submit a report to the State upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder. In addition, Subrecipient shall comply with all reporting requirements, if any, set forth in individual Subproject Scope of Work/Budgets and Project Performance Plans**.**

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Subrecipient's ability to perform its obligations hereunder, Subrecipient shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Department of Public Safety.

C. Noncompliance

Subrecipient's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

D. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Subrecipient to perform its obligations hereunder shall be submitted to the State or its principal representative. Any and all subgrants and subcontracts entered into by Subrecipient related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants and subcontracts be governed by the laws of the State of Colorado.

E. Performance and Final Status.

Party shall submit, all financial, performance, and other reports to State no later than 90 calendar days after the End Date or sooner termination of this Agreement containing an Evaluation and Review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

F. Violations Reporting

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

9. SUBRECIPIENT RECORDS

Subrecipient shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Subrecipient 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. Subrecipient shall maintain such records (the Record Retention Period) until the last to occur of the following: **(i)** a period of five years after the State's entire grant is completed, terminated, closed out with HUD, or **(ii)** for such further period as may be necessary to resolve any pending matters, or **(iii)** if an audit is occurring, or Subrecipient has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Subrecipient shall permit the State, the federal government (if Grant Funds include Federal Funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Subrecipient's records related to this Grant during the Record Retention Period for a period of five years following termination of the State's entire grant with HUD to assure compliance with the terms hereof or to evaluate Subrecipient's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Subrecipient promptly to bring the Work into conformity with Grant requirements, at Subrecipient's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Subrecipient to take

necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

i. Subrecipient

Subrecipient shall permit the State, the federal government (if Grant Funds include Federal Funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Subrecipient pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Subrecipient's performance hereunder.

ii. Subgrantee/Subcontractor

Subrecipient shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Subrecipient and maintained on file.

iii. Final Audit Report

Subrecipient shall provide a copy of its audit report(s) to DHSEM as specified in **Exhibit B.**

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Subrecipient shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Subrecipient shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Subrecipient shall be immediately forwarded to the State's principal representative. Except as otherwise provided in this Grant, Subrecipient shall keep all tenant, patient and offender information confidential.

B. Notification

Subrecipient shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Subrecipient or its agents in any way, except as authorized by this Grant or approved in writing by the State. Subrecipient shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Subrecipient or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Subrecipient for any reason may be cause for legal action by third parties against Subrecipient, the State or their respective agents. Subrecipient shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Subrecipient, or its employees, agents, Subgrantees, or assignees pursuant to this **§10.**

11. CONFLICTS OF INTEREST

Subrecipient shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Subrecipient's obligations hereunder. Such a conflict of interest would arise when a Subrecipient's employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or receives a tangible personal benefit from Subrecipient's receipt of the Federal Award and/or entry into this Grant Agreement. Officers, employees and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Subrecipient acknowledges that with respect to this Grant Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations to the State hereunder. If a conflict or the appearance of a conflict exists, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict of interest exists, Subrecipient 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 apparent conflict constitutes a breach of this Grant Agreement. Subrecipient shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Subrecipient's obligations hereunder.

12. REPRESENTATIONS AND WARRANTIES

Subrecipient makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Subrecipient shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Subrecipient and Subrecipient's Signatory

Subrecipient warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Subrecipient to its terms. If requested by the State, Subrecipient shall provide the State with proof of Subrecipient's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Subrecipient represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Subrecipient warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Subrecipient performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Subrecipient to properly perform the terms of this Grant shall be deemed to be a material breach by Subrecipient and constitute grounds for termination of this Grant.

D. Exclusion, Debarment and/or Suspension

Subrecipient represents and warrants that Subrecipient, or its employees, Subgrantees or authorized Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a federal payment program by any federal or State of Colorado department or agency. If Subrecipient, Subgrantee, or any of their respective subcontractors, employees or authorized agents, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Grant, Subrecipient will notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Subrecipient, the State, in its sole discretion, reserves the right to immediately cease contracting with Subrecipient and terminate this Grant without penalty.

13. INSURANCE

Subrecipient and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Subrecipient and the State.

A. Subrecipient

i. Public Entities

If Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Subrecipient shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Subrecipient shall show proof of such insurance satisfactory to the State, if requested by the State. Subrecipient shall require each grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Subrecipient is not a "public entity" within the meaning of the GIA, Subrecipient shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in **§13(B)** with respect to Subgrantees that are not "public entities".

B. Subrecipients and Subgrantees

Subrecipient shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Subrecipient and Subgrantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** $1,000,000 each occurrence; **(b)** $1,000,000 general aggregate; **(c)** $1,000,000 products and completed operations aggregate; and **(d)** $50,000 any one fire. If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Subrecipient a certificate or other document satisfactory to Subrecipient showing compliance with this provision.

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. Malpractice/Professional Liability Insurance

This section ☐ shall | ☒ shall not apply to this Grant.

Subrecipient, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $3,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Subrecipient, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding $10,000,000, Subrecipient, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13(B)(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Subrecipient, Subgrantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Properties, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property**.**

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in **§vi** above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder's Risk Insurance

This subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Subrecipient, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

a) The insurance shall include interests of the property owner, Subrecipient, Subgrantee, Subcontractors in the Project as named insureds.

b) All associated deductibles shall be the responsibility of the Subrecipient, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed $10,000.

c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Subrecipient's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.

d) Builders Risk coverage shall include partial use by Subrecipient and/or property owner.

e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Subrecipient and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Subrecipient's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

i. **Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Subrecipient, its Subgrantees or Subcontractors,

ii. **In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Subrecipient, its Subgrantee and its Subcontractor shall promptly obtain a new policy.

iii. **Insurer**. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Subrecipient,

iv. **Additional Insured**

Subrecipient and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. **Primacy of Coverage**

Coverage required of Subrecipient and Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Subrecipient or the State.

vi. **Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Subrecipient and Subrecipient shall forward such notice to the State in accordance with **§16** (Notices and Representatives) within seven days of Subrecipient's receipt of such notice.

vii. **Subrogation Waiver**

All insurance policies in any way related to this Grant and secured and maintained by Subrecipient or its Subgrantee, and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Subrecipient, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Subrecipient, Subgrantee and Subcontractor shall deliver to the State or Subrecipient certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Subrecipient, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **§16**. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in **§15**. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

Except for the remedies listed in **§15(E)** which do not require a notice and cure period for Subrecipient's breach and may be immediately exercised by the State, if Subrecipient is in breach under any provision of this Grant or if the State terminates this Grant pursuant to **§15(B)**, the State shall have all of the remedies listed in this **§15** in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in **§14(B)**, if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Subrecipient fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Subrecipient of such non-performance in accordance with the provisions herein. If Subrecipient thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Subrecipient shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Subrecipient shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Subrecipient shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Subrecipient shall assign to the State all of Subrecipient's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Subrecipient shall take timely, reasonable and necessary action to protect and preserve property in the possession of Subrecipient in which the State has an interest. All materials owned by the State in the possession of Subrecipient shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Subrecipient to the State and shall become the State's property.

ii. Payments

The State shall reimburse Subrecipient only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Subrecipient was not in breach or that Subrecipient'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 the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Subrecipient also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Subrecipient and the State may withhold any payment to Subrecipient for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Subrecipient is determined. The State may withhold any amount that may be due to Subrecipient as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Subrecipient shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Subrecipient, which shall be governed by **§15(A)** or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Subrecipient 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 Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Subrecipient shall be subject to and comply with the same obligations and rights set forth in **§15(A)(i)**.

iii. Payments

If this Grant is terminated by the State pursuant to this **§15(B)**, Subrecipient may be liable for reimbursement to the State for payments made under this Grant agreement.

C. Termination for Convenience

In addition to the Remedies found in **§15** of the main Grant agreement, the State may in its sole discretion terminate this Grant at any time the State desires. The State shall effect such termination by giving written notice of termination to the Subrecipient and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contract or under this Contract shall, at the opinion of the State, become its property. In addition to the Remedies listed in **§15** of the main Grant agreement**,** this Grant may be terminated in whole or part as follows:

i. By the State with consent of the Subrecipient in which case the Subrecipient and State shall agree upon the termination conditions including the effective date and in the case of partial termination, the portion to be terminated.

ii. By the Subrecipient upon written notification to the State, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the States determines that the remaining portion of the Grant will not accomplish the purposes for which the Grant was made, the State may terminate the Grant in its entirety.

D. Untimely Expenditure of Funds

The CDBG-DR appropriation (the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2)) requires that all funds must be fully expended within 24 months of the date HUD obligates the State's allocation. HUD requires that the State implement procedures to determine timely expenditures of Subrecipients. To fulfill this requirement, the State will track performance measures and expenditures as described in the overall Statement of Project, **Exhibit B**, in a specific Subproject Scope of Work/Budget and in the Subproject's Project Performance Plan (collectively, the "**Milestones**"). If, at any time during the term of this Grant, State determines the Project or any individual Subproject is not proceeding timely in accordance with its Milestones, State may elect to take one or more of the following actions, which shall not be deemed a breach of its obligations hereunder:

i. Technical Assistance. State may elect to conduct on-site monitoring and work closely with Subrecipient until the Project/Subproject is back on schedule. State shall provide prior written notice to Subrecipient if its elects to conduct on-site monitoring, which shall be conducted during normal business hours and shall not unduly disrupt Subrecipient's business operations.

ii. Terminate Grant. The State, at its option, may terminate this entire Grant or such Subproject as to which there has been a failure to properly meet its Milestones. Subrecipient shall continue performance of this Grant to the extent not terminated, if any.

a) Method and Content.

The State shall notify Subrecipient 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 Grant.

b) Obligations and Rights.

Upon receipt of a termination notice and to the extent specified in such termination notice, Subrecipient shall be subject to and comply with the same obligations set forth in **§15(A)(i)**.

c) Deobligation of Grant Funds; Repayment by Subrecipient of Received Funds.

If this Grant is terminated by the State pursuant to this **§15(D)(ii)**, State shall de-obligate any remaining unexpended Grant Funds for the Project and/or Subproject, as applicable, and shall provide notice to Subrecipient that such Project and/or Subproject has failed to meet its Milestones and the corresponding HUD timeliness requirements and that as a result, Subrecipient is required to immediately return to the State any previously received Grant Funds for the Project and/or Subproject.

E. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. **Suspend Performance**
Suspend Subrecipient's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Subrecipient to an adjustment in price/cost or performance schedule. Subrecipient shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Subrecipient after the suspension of performance under this provision.

ii. **Withhold Payment**
Withhold payment to Subrecipient until corrections in Subrecipient's performance are satisfactorily made and completed.

iii. **Deny Payment**
Deny payment for those obligations not performed, that due to Subrecipient's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. **Removal**
Demand removal of any of Subrecipient's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. **Intellectual Property**
If Subrecipient infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Subrecipient shall, at the State's option **(a)** obtain for the State or Subrecipient the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Esther Son, Grants and Contracts Manager
Department of Public Safety, Division of Homeland Security and Emergency Management
9195 E. Mineral Ave, Suite 200
Centennial, CO 80112
Esther.son@state.co.us

B. Subrecipient:

Andrew Batasch, Design Engineer
City and County of Denver
2000 West 3rd Ave
Denver, CO 80223
Andrew.Batasch@denvergov.org

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Subrecipient in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Subrecipient upon request. The State's rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Subrecipient shall not

use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Subrecipient's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado and the Subrecipient, their respective departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Subrecipient under this Grant is $100,000 or greater, either on the Effective Date or at anytime thereafter, this **§19** applies.

Subrecipient agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Subrecipient's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Subrecipient's performance shall be part of the normal Grant administration process and Subrecipient's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Subrecipient's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Subrecipient's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Subrecipient shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Subrecipient demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Division of Homeland Security and Emergency Management, and showing of good cause, may debar Subrecipient and prohibit Subrecipient from bidding on future Grants. Subrecipient may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Subrecipient, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

An individual Subproject Scope of Work/Budget shall specify if a Residency Declaration is required.
Subrecipient must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.

B. Execute an affidavit herein attached as **Form 2**, Residency Declaration, stating

i. That he or she is a United States citizen or legal permanent resident; or

ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 2**, Residency Declaration and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Subrecipient's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Subrecipient or the State are subject to all of the provisions hereof. Subrecipient shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect

Except as otherwise provided in **§21(A)**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

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

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification-General

Subrecipient shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Subrecipient, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

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

H. List of Selected Applicable Laws

Subrecipient at all times during the performance of this Grant shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Subrecipient also shall require compliance with such laws and regulations by Subgrantees under subgrants permitted by this Grant.

I. Use Covenants, Deed Restrictions and Conservation Easements

An individual Subproject Scope of Work/Budget shall specify if a Use Covenant, Deed Restriction or Conservation Easement is required.

For Subject Property that is owned by Subrecipient upon execution of this Grant, Subrecipient shall record a Use Covenant, in the form provided by the State**,** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Subrecipient using Grant Funds, Subrecipient shall record a Use Covenant, in the form provided by the State**,** with the county in which the property resides as soon as reasonably practicable after acquisition of such property. For Subject Property acquired by Subrecipient using Grant Funds for flood mitigation, Subrecipient shall record a Deed Restriction and/or Conservation Easement, in the forms provided by the State**,** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with

applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

iii. Grant Change Letter

The State may increase or decrease Grant Funds available under this Grant using a **Form 1**, Grant Change Letter. The provisions of the Grant Change Letter shall become part of and be incorporated into this Grant agreement. The Grant Change Letter is not valid until it has been approved by the State Controller or designee.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the State and Subrecipient. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Subrecipient, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Exhibit C (Supplemental Provisions for Federal Funding Accountability and Transparency Act
ii. Colorado Special Provisions
iii. The provisions of the main body of this Grant (excluding the cover page)
iv. Exhibit E (Procedure to Prevent Duplication of Benefits)
v. Exhibit B (Overall Statement of Project)
vi. Attachment A-1(a) - Subproject Scope of Work/Budget
vii. Attachment A-1(b) - Subproject Project Performance Plan
viii. Exhibit A (Applicable Laws)
ix. Any executed Option Letter
x. Exhibit D (Maximum Income Limits)
xi. Any document incorporated by reference which is not included in any item listed in (i) through (xi) above

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Subrecipient fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Subrecipient shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Subrecipient for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

22. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Grants except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §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 Grant 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, CRS §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.

Subrecipient shall perform its duties hereunder as an independent Subrecipient and not as an employee. Neither Subrecipient nor any agent or employee of Subrecipient shall be deemed to be an agent or employee of the State. Subrecipient 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 Subrecipient or any of its agents or employees. Unemployment insurance benefits shall be available to Subrecipient and its employees and agents only if such coverage is made available by Subrecipient or a third party. Subrecipient shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Subrecipient shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Subrecipient 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.

Subrecipient 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 grant. 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 Grant, 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 contact 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 Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Subrecipient hereby certifies and warrants that, during the term of this Grant and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST. CRS §§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 Grant. Subrecipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Subrecipient's services and Subrecipient shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[*Not Applicable to intergovernmental agreements*] Subject to CRS §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 CRS §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 GRANTS FOR SERVICES. CRS §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*] Subrecipient certifies, warrants, and agrees that it does not knowingly employ or Grant with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Subrecipient shall not knowingly employ or Grant with an illegal alien to perform work under this Grant or enter into a Grant with a Subgrantee that fails to certify to Subrecipient that the Subgrantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant. Subrecipient (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the Granting State agency within three days if Subrecipient has actual knowledge that a Subgrantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the subGrant if a Subgrantee does not stop employing or Granting 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 CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Subrecipient participates in the State program, Subrecipient shall deliver to the Granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Subrecipient fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the Granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Subrecipient shall be liable for damages.

L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Subrecipient, 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 CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

SUBRECIPIENT **THE CITY AND COUNTY OF DENVER**	**STATE OF COLORADO** **John Hickenlooper, GOVERNOR** Department of Public Safety, Division of Homeland Security and Emergency Management Kevin R. Klein, Director
By: _____ Title: _____ _____ *Signature Date: _____	_____ By: Kevin R. Klein, Director Date: _____
	LEGAL REVIEW Cynthia H. Coffman, Attorney General By:_____ Signature – Attorney General Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Colorado Department of Public Safety, Ezra Michaels, Office of Preparedness Director

Date:_____

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Housing and Community Development Act of 1974, Pub L, No. 93-383, as amended.
2. 24 CFR Part 570, Community Development Block Grants.
3. State of Colorado Community Development Block Grant (CDBG) Guidebook, available on DOLA's website.
4. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub L, No 93-288, as amended.
5. 24 CFR Parts 0-91 Housing and Urban Development.
6. 24 CFR Subtitle B, Chapter I – XXV, HUD.
7. 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.
8. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
9. CRS §29-1-601 et seq., Local Government Audit Law.
10. CRS §24-32-106 – Powers of the director provision.
11. 16 USC §469 et seq., Historic Preservation
12. 2 USC Chapter 26, Disclosure of Lobbying Activities.
13. 5 USC §552a, Public Information; agency rules, opinions, order, records and proceedings (Privacy Act 1974).
14. 8 USC §1101-1646, Immigration and Nationality.
15. 12 USC §§1701- 1701z-15, National Housing Act.
16. 15 USC Chapter 49, Fire Prevention and Control.
17. 16 USC Chapters 1-92, Conservation.
18. 16 USC §469 et seq., Historic Preservation
19. 16 USC §1531 et seq., Endangered Species
20. 16 USC §1271 et seq., Wild and Scenic Rivers
21. 20 USC Chapter 38, Discrimination Based on Sex or Blindness (Title IX, as amended, Education Amendment of 1972).
22. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
23. 29 USC Chapter 14 Age Discrimination in Employment.
24. 29 USC Chapter 16, §§793-794, et seq., as amended, Vocational Rehabilitation and Other Rehabilitation Services.
25. 31 USC Subtitles I – VI, Money and Finance.
26. 40 USC Subtitle I, Federal Property and Administrative Services.
27. 40 USC Subtitle II, Public Buildings and Works.
28. 40 USC §§ 3141 – 3148, Wage Rate Requirements (Davis Bacon).
29. 40 USC §§ 3701 – 3708, Contract Work Hours and Safety Standards Act.
30. 40 CFR Parts 1500-1508, Council on Environmental Quality (Regulations Implementing NEPA).
31. 41 CFR Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
32. 41 USC § 6502, et seq., Walsh-Healey Public Contracts Act.
33. 41 USC Chapter 81, Drug Free Workplace.
34. 42 USC Chapter 6A, Public Health Service.
35. 42 USC Chapter 21, Civil Rights.
36. 42 USC Chapter 45 Fair Housing.
37. 42 USC Chapter 50, National Flood Insurance.
38. 42 USC Chapter 55, National Environmental Policy.
39. 42 USC Chapter 63, Lead-Based Paint Poisoning Prevention.
40. 42 USC Chapter 69, Community Development.
41. 42 USC Chapter 76, Age Discrimination in Federally Assisted Programs.
42. 42 USC Chapter 85, Air Pollution Prevention and Control.
43. 42 USC Chapter 89, Congregate Housing Services.

44. 42 USC Chapter 126, Equal Opportunity for Individuals with Disabilities.
45. 42 USC Chapter 130, National Affordable Housing.
46. 42 USC §§300f – 300j-26, Safe Drinking Water
47. 49 CFR Part 24, as amended, Uniform Relocation Assistance and Real Property for Federal and Federally Assisted Programs.
48. CRS §24-34-301, et seq., Colorado Civil Rights Division.
49. CRS §24-34-501, et seq. Housing Practices.
50. CRS §24-75-601 et seq., Legal Investment of Public Funds.
51. Executive Order 11063, HUD Equal Opportunity in Housing, as amended by Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs.
52. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
53. Executive Order 11988, Floodplain Management.
54. Executive Order 11990, Protection of Wetlands
55. Public Law 110-289, Housing and Economic Recovery Act of 2008.
56. Public Law 111-203, Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.
57. Compliance with all applicable standards, orders, or requirements issued pursuant to section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of $100,000).
58. 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, 89 Stat. 871). [53 FR 8068, March 11, 1988, as amended at 60 FR 19639, Apr. 19, 1995].
59. Federal Emergency Management Agency, Department of Homeland Security Regulations: All Applicable Portions of 44 CFR.
60. Privacy Act of 1974, 5 U.S.C. § 5529(a) and Regulations adopted thereunder (44 CFR 6)
61. Buy American Act, 41 U.S.C. 10a et seq
62. Colorado CDBG-DR Administrative Manual.

Supplemental Provisions for Federal Awards

Subject to

2 CFR, 200, 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 Grant 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 Grant agreement or any attachments or exhibits incorporated into and made a part of the Grant agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. "Award" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38

1.2. "Federal Award" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.3. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37

1.4. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

1.5. "Grant" or "Grant Agreement" means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.

1.6. "OMB" means the Executive Office of the President, Office of Management and Budget.

1.7. "Grantee" means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

1.8. "State" means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.

1.9. "Subrecipient" means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.

1.10. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down

to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.11. "Uniform Guidance Supplemental Provisions" means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

2. Compliance. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. Procurement Standards.

3.1 Procurement Procedures. Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

3.2 Procurement of Recovered Materials. If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

5. Single Audit Requirements. If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any 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."

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not

used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal Funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. **Certifications**. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 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.

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.

EXHIBIT B – OVERALL STATEMENT OF WORK - REPORTING

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1 **Purpose**. On September 14, 2013, President Barack Obama signed FEMA-DR-4145-CO; subsequent amendments to date have declared 18 counties as a Presidential Disaster Area: Adams, Arapahoe, Boulder, Clear Creek, Crowley, Denver, El Paso, Fremont, Gilpin, Jefferson, Lake, Larimer, Lincoln, Logan, Morgan, Sedgwick, Washington, and Weld. On December 16, 2013, the U.S. Department of Housing and Urban Development ("**HUD**") published a notice in the Federal Register at Fed. Reg. 76,154 – 76,160 (December 16, 2013), which allocates Community Development Block Grant-Disaster Recovery ("**CDBG-DR**") funds to the State of Colorado (the "**Colorado Notice**"). Boulder, Larimer, and Weld counties have been designated as the "most impacted and distressed" counties in the Colorado Notice, and 80% of the CDBG-DR allocation provided under the Colorado Notice must address unmet needs within these three counties. As a requirement of funding, in cooperation with impacted communities, DOLA developed and HUD approved an action plan (the "**Initial Action Plan**"), which assessed the short term and long term housing, infrastructure, and economic needs in the flood-impacted areas, and developed a strategy for addressing the needs. The Initial Action Plan shall be amended as necessary and available on DOLA's website (collectively, the "**Action Plan**"). This Project implements an element of the infrastructure component of the Action Plan for authorized disaster recovery activities (collectively, "**Authorized Activities**"). Additional requirements for Authorized Activities are published in notices in the Federal Register at Fed. Reg 14,329-14,349 (March 5, 2013) (the "**March Notice**") and Fed. Reg. 23,578-23,581 (April 19, 2013) (the "**April Notice**"). The Colorado Notice, March Notice and April Notice are collectively, the "**Notices**".

1.2 **Overall Project Description**. This project will enlarge the existing Drainage system along the South Platte River which consists of the South Platte River Drive culvert, open Drainage channel, railroad bridge, and Lipan St box culvert; to convey the 100-year flood (4,460 cfs).

1.3 **Subproject Description**. Each Subproject shall include a Subproject Scope of Work/Budget, a Project Performance Plan, and (if required) Use Covenant/Deed Restriction/Conservation Easement (all as defined in **§2** of this Exhibit). Initially, the following Subprojects are attached and incorporated herein:

1.3.1. Subprojects (Attachment A-1(a)(b))

1.3.1.1 Subproject Scope of Work/Budget (Attachment A-1(a))

1.3.1.2 Subproject Project Performance Plan (Attachment A-1(b))

1.4 **Responsibilities**. Subrecipient shall be responsible for the completion of the Project, administration of this Grant, and to provide required documentation to the State as specified herein.

1.5 **Service Area**. The performance of the Services for this Grant shall be located in the City and County of Denver, Block Group Number 1, Track Number 14.01. ("**Service Area**").

2. DEFINITIONS

2.1 **Beneficiary**. "Beneficiary" is specified on the Subproject Scope of Work/Budget.

2.2 **CDBG Guidebook**. "CDBG Guidebook" means the DOLA CDBG Guidebook. It is updated periodically and available on DOLA's website. The more stringent of local, state, or federal guidance, rules, regulations, or law shall be determinative for this Grant.

2.3 **Conservation Easement**. "Conservation Easement" means the conservation easement that limits uses of and lists requirements for the real property in a Subproject which may be attached. Conservation Easements only apply if they are attached to this Grant.

2.4 **Cost Savings**. "Cost Savings" means the Subproject budget amount less the amount expended to complete the Subproject Work. Cost Savings are determined at the time the Subproject Work is completed and the final payment request is submitted by the Subrecipient to the State. Cost Savings do not result in payment by the State to Subrecipient above actual expenditures beyond the required ratio, but de-obligates unexpended Grant Funds. State shall provide written notice to Subrecipient verifying any Cost Savings.

2.5 **Deed Restriction**. "Deed Restriction" means the deed restriction that limits uses of the real property in a Subproject which may be attached. Deed Restrictions only apply if they are attached to this Grant.

2.6 **HUD**. "HUD" is the U.S. Department of Housing and Urban Development.

2.7 **Low- and Moderate- Income Persons**. "Low- and Moderate- Income Persons" are specified on the Subproject Scope of Work/Budget.

2.8 **National Objective**. "National Objective" means those objectives approved by HUD and listed in the Subproject Scope of Work/Budget.

2.9 **CDPS**. "CDPS" means the Colorado Department of Public Safety located at 700 Kipling Avenue, Denver, CO 80215.

2.10 **DHSEM**. "DHSEM" means the Division of Homeland Security and Emergency Management located at 9195 E. Mineral Ave., Ste. 200, Centennial, CO 80112.

2.11 **Other Funds**. "Other Funds" means funding provided by other federal, state, local or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.

2.12 **Pre-agreement Costs**. "Pre-agreement Costs" are those costs specifically authorized as pre-agreement costs by DHSEM which are specifically authorized by the Federal Funding source.

2.13 **Program Income**. "Program Income" shall have the meaning given at §VI.17.a. of the March Notice.

2.14 **Substantial Completion**. "Substantial Completion" for each Subproject shall have the meaning given for each Subproject in its associated Subproject Scope of Work/Budget and Project Performance Plan.

2.15 **Use Covenant.** "Use Covenant" means the use covenant that limits uses of the real property in a Subproject which may be attached. Use Covenants only apply if they are attached to this Grant.

3. FUNDING

Funding for individual Subprojects shall be stated in the Subproject Scope of Work/Budget for such Subproject.

4. PAYMENT

Payments shall be made in accordance with this section, the provisions set forth in **§7** of the Grant Agreement and in accordance with the applicable Subproject Scope of Work/Budget. Subrecipient's requests for funds from this Grant shall be for the reimbursement of actual Eligible Expenses (as defined in the Subproject Scope of Work/Budget).

4.1 **Payment Schedule**. Grant Funds shall be disbursed as specified in the Subproject Scope of Work/Budget. Excess funds shall be returned to DHSEM. Each Subproject Scope of Work/Budget shall specify the payment schedule for such Subproject.

4.2 **Remittance Address**. If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant Agreement:

CITY AND COUNTY OF DENVER
c/o Andrew Bastasch, Design Engineer
2000 WEST 3RD AVENUE
DENVER, CO 80223

4.3 **Interest**. If advance payments are authorized, Subrecipient or Subgrantee may keep interest earned from all Federal Funds received by Subrecipient or Subgrantee up to $100 per year (calculated on Subrecipient's fiscal year) for administrative expenses. All interest earned in excess of $100 shall be remitted to DHSEM.

5. ADMINISTRATIVE REQUIREMENTS

These funds will be administered by Subrecipient, in accordance with the requirements of this Grant, the Action Plan, and the Subproject Scope of Work/Budgets and Project Performance Plans. Subrecipient shall comply with the administration requirements set forth in the most recent State Community Development Block Grant ("**CDBG**") Guidebook, or such requirements as may be subsequently amended by the State, which shall be available on DOLA's website at www.colorado.gov/dola.

5.1 **Accounting**. Subrecipient shall maintain properly segregated accounts of Grant Funds, and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Subproject Scope of Work/Budgets which are attached.

5.2 Prevention and Detection of Waste, Fraud, and Abuse. Subrecipient shall certify that all reported information submitted to State is complete and accurate. Subrecipient shall work with State staff to review project budgets, financial projections and other supporting documents to ensure that Grant Funds are responsibly expended and are used on projects that are necessary and feasible. Subrecipient shall allow State, or State's authorized agent, full on-site monitoring including site visits and inspections (if applicable), file review and administrative review to ensure compliance with requirements, no duplication of benefits occurred, that any long-term affordability requirements are met and all payments disbursed are eligible and reasonable. Subrecipient warrants that it has adequate procedures to detect fraud, waste and/ or abuse in its programs and/or expenditures. If Subrecipient suspects or has knowledge of any waste, fraud and/or abuse of Grant Funds, Subrecipient shall immediately provide written notice to State of such waste, fraud and/or abuse and Subrecipient shall be liable to the State to repay/reimburse State for any waste, fraud and/or abuse of Grant Funds.

5.3 **Monitoring**. The State shall monitor this Grant in accordance with this Exhibit and the applicable Subproject Scope of Work/Budget and §9(B) and §9(C) of the Grant Agreement. Final evaluation of the Subproject will be accomplished when DOLA and/or DHSEM approves the Subproject Completion Report for the applicable Subproject.

5.4 **Procurement Standards**. Selection of subcontractors and purchase of materials to accomplish a Subproject shall follow appropriate procurement standards as outlined in DOLA's CDBG Guidebook, Financial Management Section (which is available on DOLA's website). If the standards in the CDBG Guidebook conflict with this Grant, the provisions of this Grant shall prevail. Procurement documentation shall be submitted to CDPS at the time of occurrence.

5.5 **Environmental Requirements**. Subrecipient shall comply with all HUD and other federal environmental requirements and shall not obligate Grant Funds prior to compliance with all federal environmental requirements in 24 CFR Part 58 and receipt of the written release of funds from the State.

5.6 **The Federal Funding Accountability and Transparency Act of 2006 as Amended 10/15/2010 (FFATA)**. The Subrecipient and Subgrantee shall comply with all the requirements of the Federal Funding Accountability and Transparency Act in accordance with the provisions set forth in **Exhibit C**. Subrecipient shall complete the FFATA Data Report Form on Form 2 and submit it to the DHSEM's Controller prior to execution of this Grant by the State Controller.

5.7 **Program Income**. For the purpose of these Grant Funds, Program Income is defined at §VI.17.a. of the March Notice. This Project is not anticipated to generate Program Income; however, if it does, Subrecipient shall return such Program Income to DHSEM on a calendar quarterly basis within 20 days of the end of such quarter. Subrecipient shall track and account for all Program

Income in accordance with the requirements in the CDBG-DR Program Income Guidelines (available on DOLA's website).

5.8 **Recapture.** Upon completion of activity for which funds were awarded recipient shall report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, the awarded recipient must repay the State the total amount of additional funds received.

5.9 **Advance Payments.** To maximize the use of Grant Funds, the State shall evaluate Subrecipient's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant and Subproject Scope of Work/Budget. DOLA reserves the right to recapture advanced Grant Funds when Subrecipient has not or is not complying with the terms of this Grant and/or the Subproject Scope of Work/Budget.

5.10 **Repayment**. Subrecipient shall conduct, in a satisfactory manner as determined by the State, the Project as set forth in this Grant Agreement. The discretionary right of the State to terminate for convenience under §15(C) notwithstanding, it is expressly understood and agreed by Subrecipient that the State shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by the State (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

One year after completion of Subproject for which funds were awarded, the recipient must report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, the recipient must repay the State the total amount of additional funds received.

6. CONSTRUCTION STANDARDS

For all rehabilitation, reconstruction, new construction and clearance of or demolition of existing structures, Subrecipient shall or shall cause such projects to meet the construction standards outlined in the Action Plan, which is available on DOLA's website, and the following requirements:

6.1 **Plans & Specifications**. Construction plans and specifications (the "**Plans**") shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Subrecipient. All Plans must be stamped by a licensed professional civil engineer in the State of Colorado.

6.2 **Standards**. Subrecipient, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

6.3 **Bidding**. Subrecipient shall provide to DHSEM all necessary forms relating to bidding and construction funded by CDBG-DR funds as outlined in the CDBG Guidebook.

6.4 **License, permits, etc**. Subrecipient shall ensure that Beneficiaries and their subcontractors (if required to register to do business in the State of Colorado and if performing services in the State of Colorado) comply with **§12(c)** of the Grant Agreement.

6.5 **Oversight**. Construction Work must be built to the approved Plans. A professional engineer shall have responsible charge of the Work for quality and safety.

EXHIBIT C – SUPPLEMENTAL PROVISIONS FOR FFATA

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 Subrecipients, subgrantees, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
1.5.2. A foreign public entity;
1.5.3. A domestic or foreign non-profit organization;

1.5.4. A domestic or foreign for-profit organization; and

1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal Funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal Funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

1.15.1. Salary and bonus;

1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.15.4. Change in present value of defined benefit and actuarial pension plans;

1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "**Transparency Act**" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. Compliance. Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.

3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. Total Compensation. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

4.2. In the preceding fiscal year, Contractor received:

4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. Reporting. Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. Effective Date and Dollar Threshold for Reporting. The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

   7.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

   7.1.1. Subrecipient DUNS Number;

   7.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

   7.1.3. Subrecipient Parent DUNS Number;

   7.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

   7.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

   7.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

   7.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

   7.2.1. Subrecipient's DUNS Number as registered in SAM**.**

   7.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, 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.

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 D – MAXIMUM INCOME LIMITS

This section ☐ shall | ☒ shall not apply to this Grant.

EXHIBIT E - PROCEDURE TO PREVENT DUPLICATION OF BENEFITS

For activities carried out by Subrecipient, the designated administrator of the activity will be contractually required to complete this procedure and submit documentation for review before the responsible State agency will release payment.

1. PROCEDURE

a. Prior to assistance
   i. Identify total need
      1. Determine the specific purpose for the CDBG-DR request
      2. Total need will be determined by project type (e.g. homeowner rehabilitation cost estimate, infrastructure reconstruction cost estimate). The total need must be documented.
      3. All costs included in total need must be reasonable and necessary.
   ii. Identify all other potentially duplicative sources of funding received and reasonably anticipated
      1. For individuals as well as entities, the application for assistance will require documentation for all sources of funding received or reasonably anticipated, and certification that all assistance is reported.
      2. 3rd party verify when possible (FEMA, SBA)
   iii. Determine which funding sources to include in and exclude from unmet need calculation (based upon guidance in Fed. Reg. 71,060 – 71,066 (November 16, 2011)) and deduct assistance determined to be duplicative
   iv. Apply program cap, if applicable
   v. Arrive at maximum award
   vi. Execute grant/loan agreement with recipient, including provision that all additional funds received will be reported to the State or Subrecipient program administrator within 15 calendar days. If the additional funds are determined to be duplicative, the award will be reduced and/or the recipient will be required to repay any disbursed duplicative benefit.

b. Upon completion of activity for which funds were awarded
   i. Require recipient to report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, require repayment.

c. One year after completion of activity for which funds were awarded
   i. Require recipient to report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, require repayment.

2. RESPONSIBLE PERSONNEL

a. Colorado Department of Public Safety, Division of Homeland Security and Emergency Management
   i. Activities carried out through Subrecipients
   ii. CDBG-DR Program Manager – contract review and oversight

b. The Department of Local Affairs, Executive Director's Office
   i. CDBG-DR Program Manager – overall program management
   ii. Accounting and Financial Services – fiscal control
   iii. Communications

c. Activities carried out through Subrecipient
   i. **Subrecipient program administrator – initial calculation and follow-up**
   ii. Contract managers – review Subrecipient submitted calculations and documentation and monitor for compliance

The applicant, City and County of Denver, certifies acceptance of responsibility to adhere to the Procedure for the Prevention of Duplication of Benefits, and assumes responsibility for adherence by any and all Subcontractors or Subrecipients to the program.

_____ _____

Signature, Chief Elected Official/Executive Director/President Date

By: _____

Title:_____

FORM 1 – GRANT CHANGE LETTER

GRANT CHANGE LETTER
NUMBER "SAMPLE ONLY"

To The

AGREEMENT

Between the

STATE OF COLORADO
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

And

INSERT GRANTEE NAME

Date:	**Original Contract #:**	**Original Contract CMS #**	**CMS Routing #**

In accordance with Section of the Original Grant Agreement between the State of Colorado, acting by and through the Department of Public Safety, Division of Homeland Security and Emergency Management**,** and Contractor's Name beginning Insert start date and ending on Insert ending date, the provisions of the Contract and any amendments thereto affected by this Grant Award Letter are modified as follows:

1) **Project Description.** Subrecipient shall perform the activities listed in Subrecipient's Application dated , which is incorporated by reference herein in accordance with the provisions of the Original Contract.

Budget

Subproject Activities	Total Cost	Grant Funds	1st Obligation	2nd Obligation	Other Funds	Other Funds Source
Total						

2) **Price/Cost.** The maximum amount payable by the State for performance of this Grant Agreement is $.

3) **Performance Period.** Subrecipient shall complete its obligations under this Grant Agreement on or before .

4) **Effective Date.** The effective date hereof is upon approval of the State Controller or , whichever is later.

5) Additional Requirements. None

STATE OF COLORADO **John W. Hickenlooper, GOVERNOR** DEPARTMENT OF PUBLIC SAFETY Division of Homeland Security and Emergency Management By:_____ Kevin Klein, Director Date: _____	**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER** **CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Subrecipient is not authorized to begin performance until such time. If Subrecipient begins performing prior thereto, the State of Colorado is not obligated to pay Subrecipient for such performance or for any goods and/or services provided hereunder.**

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____"SAMPLE ONLY"_____
Department of Public Safety

Date:_____

SAMPLE

FORM 2 - RESIDENCY DECLARATION

This section ☐ shall | ☒ shall not apply to this Grant.

In order to be eligible to receive the assistance you seek, you, as an applicant must be lawfully within the United States. Please read this Declaration carefully. Please feel free to consult with an immigration lawyer or other expert of your choosing.

I, _____, swear or affirm under penalty of perjury that (check one):

☐ I am a United States citizen, or

☐ I am a non-citizen national of the United States, or

☐ I have an immigration status that makes me a "qualified alien".

I hereby agree to provide any documentation which may be required pursuant to Federal law, Interim Guidelines published by the United States Department of Justice (62 FR 61344) or, if applicable, Colorado laws and regulations, if the Colorado laws are not inconsistent with Federal law.

I acknowledge that making a false, fictitious, or fraudulent statement or representation in this Declaration is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statues §18-8-503 and shall constitute a separate criminal offense each time a public benefit is fraudulently received.

_____
Name (please print)

_____
Signature

_____
Date

FORM 3 - FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARANCY ACT (FFATA) DATA REPORT FORM

Reporting is required for initial awards of $25,000 or more or award modifications that result in a total award of $25,000 or more.

Information Field. (Refer to the definitions under Section 1 of this Exhibit)	**Response**
1. Agency or Jurisdiction DUNS Number:	010355548
2. Subrecipient Name Receiving Award:	City and County of Denver
3. Subrecipient Parent DUNS Number: (Report if different from subrecipient number)	
4. Location of Entity Receiving Award: (Full street address)	City and County of Denver 2000 West 3rd Ave Denver, CO 80223
5. Primary Location of Performance of the Award: (City, State and Congressional District)	Denver, Colorado CO-1 Congressional District
	Answer True or False
6. In the preceding fiscal year, Contractor received: a. $25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
b. 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
c. The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	

An answer to question 7 is required ONLY when <u>all</u> answers to questions 6 are true.

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year.

Name (Print)	Compensation Amount

<u>Certification</u>: By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

Name & Title of Authorizing Official	Signature	Date

ATTACHMENT A-1(a) - SUBPROJECT SCOPE OF WORK/BUDGET

1. **DESCRIPTION OF THE SUBPROJECT**

1.1. **Subproject Description.** This project will enlarge the existing Drainage system along the South Platte River which consists of the South Platte River Drive culvert, open Drainage channel, railroad bridge, and Lipan St box culvert; to convey the 100-year flood (4,460 cfs).

1.2. **Responsibilities**. This subsection ☐ is, or ☒ is not applicable.

1.2.1. **Subgrantee**. Subrecipient has entered into an agreement with _____ ("**Subgrantee**"), for the administration of the Subproject. When applicable, the terms and provisions of this Grant pertain to Subgrantee, whether Subgrantee is specifically mentioned or not. Subrecipient is not released from its obligations under this Grant even if it has contracted out the administration of the Subproject.

1.2.2. **Approval of Subgrantee's Agreement**. Subrecipient shall submit its agreement with Subgrantee to DHSEM and obtain DHSEM's approval of such agreement prior to disbursement of Grant Funds. Subgrantee's agreement shall clearly delineate contractual responsibilities of the Subrecipient and Subgrantee and contain a provision preventing transfer, assignment, or further subcontracting of its agreement without prior written approval of DHSEM.

1.3. **Program Income**. This Subproject ☐ shall ☒ shall not generate Program Income.

1.4. **Term-Work Commencement**. The Parties respective performances for this Subproject shall commence on the Effective Date and terminate on **April 1, 2018** unless sooner terminated or further extended as specified elsewhere herein.

2. **DEFINITIONS**

2.1. **Advance Payment.** "Advance Payment" means the use of Grant Funds to pay for Work that has been completed and invoiced to DHSEM for such Work, but Subrecipient has not paid such invoices.

2.2. **Application**. "Application" means application completed by the Subrecipient on the prescribed form, including proper attachments and documents required thereunder, for approval of this Subproject.

2.3. **Beneficiary**. "Beneficiary" for this Subproject is:

☐ The persons and/or households who are the end users that benefit from this Subproject which is funded with Grant Funds.

☒ The area that benefits from this Subproject which is funded with Grant Funds.

2.4. **Business Day.** "Business Day" means a day during which the State is open for business, excluding weekends and legal public holidays.

2.5. **Cumulative Basis**. "Cumulative Basis" means a cumulative or increasing accumulation of additional expenses within a specific Subproject Budget Line Item starting with the initial amount approved in **§4.2**, Subproject Budget as of the term commencement date for this Subproject. Such starting point will reset with an amendment to this Grant approved by the DHSEM Controller changing the Subproject Budget Line Item amount or the Subproject Budget Line Item has been amended through an approved True-up Budget Proposal.

2.6. **Eligible Expenses**. "Eligible Expenses" are the costs of performing approved and eligible Subproject activities pursuant to this Subproject Scope of Work/Budget. Such Eligible Expenses

are specified in the Action Plan and must comply with all CDBG-DR requirements, State Fiscal Rules, this Subproject Scope of Work/Budget and the Grant Agreement.

2.7. **Low- and Moderate- Income Persons**. This subsection ☒ is, or ☐ is not applicable.

"Low- and Moderate- Income Persons" for this Subproject are (check all that apply):

☐ Those persons who are members of families whose incomes are at or below 80% of area median income as set forth in Exhibit D, as may be amended by HUD and which shall be posted by HUD on its website, or

☒ 51% of the persons who reside in areas that have been determined by HUD, based upon the current tile American Community Survey based on 2006-2010 data, to be at or below 80% of area median income areas, as further specified in the National Objective in **§3.2** below, or

☐ Those persons belonging to clientele groups (as such term is defined by HUD) who are presumed by HUD to be at or below 80% of area median income, as further specified in the National Objective in **§3.2** below, or

☐ Those persons who are members of families whose incomes are at or below 80% of area median income as determined by utilizing an income survey methodology approved by HUD.

2.8. **Lump Sum Budgeting.** "Lump Sum Budgeting" means a very general, nonspecific budget for a multi-component project that leaves all discretion with the recipient of the grant for use of grant funds. For purposes of this definition, "component" means a distinct period or stage in a sequence of events to complete a project. For example, a multi-component construction project *not* using Lump Sum Budgeting may include separate line items for Real Property Acquisition, Design, Utilities, and Construction. A multi-component construction project using Lump Sum Budgeting may only include a line item for Construction. Lump Sum Budgeting is not permitted under this Grant.

2.9. **Subproject Budget Line Item**. "Subproject Budget Line Item" means each line for Subproject activities specified and approved in the Subproject Budget in **§4.2** of this Subproject Scope of Work/Budget.

3. **DELIVERABLES**

3.1. **Outcome**. The final outcome of this Subproject is to design and replace passive flood protection in accordance with Subrecipient's CDBG-DR grant application and the specific Subproject activities as described herein.

3.2. **National Objective**. As determined by the State, Subrecipient shall present documentation to demonstrate compliance by the Subproject with the National Objective identified below during the term of this Grant:

☒ **Low- and Moderate- Income Benefit**. This Subproject meets the national objective of benefit of persons, the majority of whom are Low- and Moderate- Income Persons as required in 24 CFR §570.483(b)(4).

Project Performance Plan. The Parties shall comply with the milestones, performance goals and timelines in the Subproject Project Performance Plan.

3.3. **Residency Declaration**. This Subproject ☐ shall ☒ shall not require Beneficiaries to execute a Residency Declaration (**Form 2**). This requirement shall not apply when the owner of the Subject Property is a charitable non-profit pursuant to 8 USC §1642(d).

4. **FUNDING**

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of §4.2, Subproject Budget, below.

4.1. **Other Funds**. Subrecipient shall provide the required Other Funds as listed in the "Other Funds" column of §4.2 below during the term of this Subproject.

4.2. **Subproject Budget**.

Subproject Activities	1st Obligation of Grant Funds	2nd Obligation of Grant Funds	Total Grant Funds	Other Funds	Other Funds Source	Total Cost
Construction	$881,767.00		$881,767.00	$8,974,071.00	HMGP& Local Share	$9,855,838.00
Legal/Administrative	$0.00		$0.00	$98,558.00	HMGP & Local Share	$98,558.00
Contract Admin/Construction Management – In-house	$0.00		$0.00	$394,234.00	HMGP & Local Share	$394,234.00
Grant Management – In-house	$0.00		$0.00	$98,558.00	HMGP & Local Share	$98,558.00
Project Management – In-house	$0.00		$0.00	$394,234.00	HMGP & Local Share	$394,234.00
Total	$881,767.00		$881,767.00	$9,959,655.00		$10,841,422.00

If administrative expenses are included as Eligible Expenses, there must be a separate Subproject Budget Line Item for such expenses. Lump Sum Budgeting is not acceptable.

4.2.1 The immediate encumbrance for first obligation will be $881,767.00. The Second or subsequent obligation(s) of funding will be encumbered as needed through a Form 1 – Grant Change Letter. The second or subsequent obligation of funds are contingent upon available funding as stated in the main grant agreement Section **§**7. B. iii.

4.2.2 The second or subsequent obligation of funds will not be encumbered until completion of the federal environmental requirements stated in Exhibit B Section **§**5.5.

5. **PAYMENT**

Payments shall be made in accordance with this section and the provisions set forth in **§4** of Exhibit B and **§7** of the Grant Agreement.

5.1. **Liability for Costs.** The State shall not be liable to pay or reimburse Subrecipient for any performance under this Subproject, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (check all that apply):

☐ The Effective Date.

☒ The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after **April 7, 2016**, may be submitted for reimbursement as if incurred after the Effective Date.

☐ DATE for authorized Pre-agreement Costs. Such costs may be submitted for reimbursement as if incurred after the Effective Date.

5.2. **Subproject Payment Schedule**. State shall make payments to Subrecipient as follows (check one):

☒ State shall make payment to Subrecipient pursuant to accepted Pay Requests until 95% of Grant Funds have been disbursed, which final 5% shall be disbursed in accordance with **§5.6**.

☐ **For acquisition of real property only (with escrow):** State shall make payment to escrow agent pursuant to accepted Pay Requests prior to closing of the acquisition of real property.

☐ **For acquisition of real property only (reimbursement basis):** State shall make payment to Subrecipient pursuant to accepted Pay Requests after closing of the acquisition of real property.

☐ **For acquisition of real property only (State attendance):** State shall make payment to seller pursuant to accepted Pay Requests at closing of the acquisition of real property.

☐ **For acquisition of real property (with escrow) and post-acquisition construction/activities:** State shall make payment to escrow agent pursuant to accepted Pay Requests prior to closing of the acquisition of real property for acquisition expenditures. All non-acquisition expenditures for the Subproject shall be paid by the State to Subrecipient pursuant to accepted Pay Requests until 95% of non-acquisition Grant Funds have been disbursed, which final 5% of the non-acquisition Grant Funds shall be disbursed in accordance with **§5.6**.

☐ **For acquisition of real property (reimbursement basis) and post-acquisition construction/activities:** State shall make payment to Subrecipient pursuant to accepted Pay Requests after closing of the acquisition of real property for acquisition expenditures. All non-acquisition expenditures for the Subproject shall be paid by the State to Subrecipient pursuant to accepted Pay Requests until 95% of non-acquisition Grant Funds have been disbursed, which final 5% of the non-acquisition Grant Funds shall be disbursed in accordance with **§5.6**.

☐ **For acquisition of real property (State attendance) with post-acquisition construction/activities**: State shall make payment to Subrecipient pursuant to accepted Pay Requests after closing of the acquisition of real property for acquisition expenditures. All non-acquisition expenditures for the Subproject shall be paid by the State to Subrecipient pursuant to accepted Pay Requests until 95% of non-acquisition Grant Funds have been disbursed, which final 5% of the non-acquisition Grant Funds shall be disbursed in accordance with **§5.6**.

5.3. **Advance Payments**. This subsection ☐ is, or ☒ is not applicable.

DOLA and/or DHSEM Controller has previously approved in writing Advance Payments for this Subproject. If Work is subcontracted or subgranted, such Subcontractors and/or Subgrantees are not previously paid, Subrecipient shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within three Business Days of receipt. Subrecipient shall provide DHSEM with proof of payment of qualified and Eligible Expenses within three Business Days of such payment. Excess funds shall be returned to DHSEM.

To maximize the use of Grant Funds, the State shall evaluate Subrecipient's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant and Subproject Scope of Work/Budget. DHSEM reserves the right to recapture advanced Grant Funds when Subrecipient has not or is not complying with the terms of this Grant and/or the Subproject Scope of Work/Budget.

5.4. **Milestones.**

Subproject Activity	Milestone	Target Date
HMGP Grant Award Process	HMGP Grant Awarded	March 2015 – August 2015
Pre-Design	Information collection and agreements	September 2015
On-Call Design Consultant	Selection of On-Call Design Consultant	October 2015
Engineering Design	Design Services	November 2015-March 2017
Bid for Construction	Request for Proposal for construction services and contractor selection	March 2017 – June 2017
Construction	Begin	July 2017
Construction	Finish	January 2018
Project Closeout	All work is complete	December 2017-March 2018

If Target Date for such Milestone is not met, State has the authority to use any remedies stated in the Grant, including, but not limited to, those specified in **§15(C)** of the Grant Agreement which allow the State, at its sole discretion, to provide technical assistance and/or termination of the overall Project and/or a Subproject.

5.5. **Monthly Pay Requests**. Payment requests will be due on or before the 10th day of each month. The State shall pay the Subrecipient for qualified and Eligible Expenses made in the performance of this Subproject based on the submission of Pay Requests. The Subrecipient shall submit Pay Requests setting forth a detailed description and provide documentation (including invoices) of the amounts and types of reimbursable expenses. For months in which there are no expenditures to reimburse, Subrecipient shall indicate zero (0) in the request. The Pay Request shall contain actual expenditures of Grant Funds incurred in the period by Subproject Budget Line Item pursuant to **§4.2** of this Subproject Scope of Work/Budget as well as a projection of all Subproject Work expected to be accomplished in the following month, including an estimate of Grant Funds to be expended.

5.6. **Final Payment/Substantial Completion**. Final payment for this Subproject shall not be released by DHSEM until Subrecipient has submitted a final Pay Request and achieved substantial completion, which includes completion of the Subproject Work; completion, submission, and DHSEM's' acceptance of all interim reports; completion of on-site Subproject monitoring by DHSEM, including approval of all corrective action taken on any identified findings or concerns; and submission by Subrecipient and acceptance by DOLA and/or DHSEM of the Subproject Completion Report (collectively, "**Substantial Completion**"). For the purposes of this Subproject, "completion of the Subproject Work" means the following:

For Construction: Completion of all CDBG-DR construction activities on the final Subject Property under the Subproject, which may require inspection and approval.

5.7. **Eligible Expenses**. Pay Requests shall include only Eligible Expenses. Eligible Expenses do not include administrative expenses.

5.8. **Cost Savings**. Cost Savings derived while completing the Subproject shall be (choose one):

☐ split on a pro-rata basis between the State and Subrecipient

☒ returned to the State

5.9. **Payments**. The estimated amount payable by the State to the Grantee during each State fiscal year of this Agreement shall be:

$0.00 in FY2017
$881,767 in FY2018
$0.00 in FY2019

6. ADMINISTRATIVE REQUIREMENTS

6.1. Personnel.

6.1.1. **Responsible Administrator**. Subrecipient's performance hereunder shall be under the direct supervision of Andrew Bastasch, Design Engineer, an employee or agent of Subrecipient, who is hereby designated as the responsible administrator of this Subproject.

6.1.2. **Other Key Personnel**: Jennifer Williams, Planning Engineer & James Potter, Assistant Director. Such key personnel shall be updated through the approval process in **§6.1.3.**

6.1.3. **Replacement.** Subrecipient shall immediately notify DHSEM if any key personnel cease to serve. Provided there is a good-faith reason for the change, if Subrecipient wishes to replace its key personnel, it shall notify DHSEM and seek its approval, which shall be at DHSEM's sole discretion, as DHSEM issued this Grant in part in reliance on Subrecipient's representations regarding Key Personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what his/her qualifications are, and when the change will take effect. Anytime key personnel cease to serve, DHSEM, in its sole discretion, may direct Subrecipient to suspend Work on the Subproject until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with **§16** of the Grant Agreement.

6.2. **Reporting**. Subrecipient shall submit the following reports to DHSEM using the state-provided forms. DHSEM may withhold payment(s) or take additional action described in **§15** of the Grant Agreement, if such reports are not submitted timely. When there is a conflict between the reporting requirement in this section and the CDBG Guidebook, the stricter requirement shall prevail.

6.2.1. **Pay Requests**. Pay Requests are due in accordance with **§5.5** of this Subproject Scope of Work/Budget.

6.2.2. **Financial Status Report**. This report is due within 10 calendar days of the end of each quarter until the Subproject has been closed out with the State.

6.2.3. **Performance Reports**. The Project Performance Plan report for the Subproject shall be submitted within 10 calendar days of the end of each quarter until the Subproject has been closed out with the State.

6.2.4. **Subproject Completion Report**. Within 90 days of the earlier of termination or completion of the Subproject, the Subrecipient shall submit one copy of the Subproject Completion Report, and two copies of the final Financial Status Report.

6.2.5. **System of Award Management (SAM) and Data Universal Numbering System (DUNS).** In accordance with Section 3 of **Exhibit C (FFATA)** Subrecipient is required to register with the System of Award Management (SAM) and have an active registration in SAM in accordance with 2 CFR Part 25. Subrecipient shall provide its DUNS number to the State and shall update Subrecipient's information at least annually after the registration and more frequently if required by changes in Subrecipient's information.

6.3. **Inspections.**

6.3.1. **Subrecipient**. Prior to submitting a request for payment, Subrecipient must inspect as described below in **§§6.3.1.1** through **6.3.1.7** and certify that it meets the requirements and standards of the Notices and the Action Plan. Subrecipient's payment request to DHSEM must include documentation of the inspection and approval.

6.3.1.1. **For Construction:** Subrecipient shall inspect Work for progress that is consistent with the Application and this Exhibit, and compliance with the standards specified in the Action Plan, this Grant, the scope of work in the agreement between the contractor and Subrecipient (if any) and applicable laws, rules and regulations.

6.3.1.2. **For Acquisition of Real Property Only**: Subrecipient shall inspect the targeted property to ensure that it meets the legal description of such property included in the Application and that it meets requirements of an Authorized Activity.

6.3.1.3. **For Acquisition of Real Property, Demolition and Return to Open Space**: Subrecipient shall inspect the targeted property to ensure that it meets the legal description of such property included in the Application and that it meets requirements of an Authorized Activity. After acquisition, Subrecipient shall inspect Work for progress that is consistent with the Application and this Exhibit, and compliance with the standards specified in the Action Plan, this Grant, the scope of work in the agreement between the contractor and Subrecipient (if any) and applicable laws, rules and regulations.

6.3.1.4. **For Preliminary Design and Engineering**: Subrecipient shall inspect design and engineering documents for progress that is consistent with the Subcontractor invoice.

6.3.1.5. **For Demolition and Removal**: Subrecipient shall inspect the Subject Property for progress that is consistent with the Subcontractor invoice.

6.3.1.6. **Life Safety Equipment Purchase and Installation**: Subrecipient shall confirm that the equipment purchased is consistent with the invoice submitted for such equipment. Subrecipient shall inspect installation Work for progress that is consistent with the Application and this Exhibit, and compliance with the standards specified in the Action Plan, this Grant, the scope of work in the agreement between the contractor and Subrecipient (if any) and applicable laws, rules and regulations..

6.3.1.7. **For Hazard Mitigation Planning and Stream Master Planning**: Subrecipient shall inspect planning documents for progress that is consistent with the Subcontractor invoice.

6.3.2. **DOLA and/or DHSEM.**

6.3.2.1. At its sole discretion, DOLA and/or DHSEM, or its authorized agent, may perform an inspection of the Work and/or Subject Property, as applicable, prior to release of requested payment.

6.3.2.2. Prior to Substantial Completion of the Subproject, DHSEM or its authorized agent shall perform an inspection of the Subproject Work and/or Subject Property, and shall have access to all Subrecipient financial, administrative, and Beneficiary records related to the Subproject Scope of Work/Budget. Release of final payment shall be subject to acceptable completion of this monitoring, pursuant to **§5.6**, above.

6.4. **Prevention of Duplication of Benefits**. The CDBG-DR appropriation (Pub. L. 113-2) and the Stafford Act require that Beneficiaries of federal disaster assistance do not receive a duplication of benefits of resources available to them between federal, state, local, and certain private sources.

6.4.1. **Determine Maximum Eligible Benefit**. Prior to awarding Grant Funds to Subrecipient, DHSEM reviewed information submitted by the Subrecipient, pursuant to DHSEM's Procedure to Prevent Duplication of Benefits (attached as **Exhibit E**). The Grant Funds awarded pursuant to each Subproject Scope of Work/Budget do not exceed DHSEM's determination of Subrecipient's unmet need for each Subproject.

6.4.2. **Subrecipient Agreement to Reimburse Duplicative Benefits**. Subrecipient acknowledges that the source and amount of any and all additional funds received for costs associated with the disaster will be reported to DHSEM within 15 calendar days of receipt. If DHSEM determines the additional funds to be duplicative, the Grant Funds will be reduced by and/or the Subrecipient will be required to repay any disbursed duplicative amount.

6.4.3. **Completion Monitoring**. Upon Substantial Completion of each Subproject, Subrecipient will report and certify to DHSEM whether additional funds were received for disaster related expenses, the source, the amount, and date of receipt. If additional funds were received and DHSEM determines that they are duplicative, the Subrecipient must repay the duplicative amount to DHSEM.

6.4.4. **On-going Monitoring**. One year after Substantial Completion of each Subproject, and until three years after Substantial Completion, Subrecipient will report and certify whether additional funds were received for disaster related expenses, the source, the amount, and date of receipt. If additional funds were received that are determined to be duplicative, the Subrecipient must repay the duplicative amount to DHSEM.

6.4.5. **Subrogation.** Subrecipient hereby assigns to the State all of Subrecipient's future rights to reimbursement and all payments received that are determined in the sole discretion of the State to be a duplication of benefits.

6.5. **Bonds**. If Subproject includes construction or facility improvements, Subrecipient, Subgrantee and/or their subcontractors performing such Work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

6.5.1. **Bid Bond**. A bid guarantee from each bidder of Work equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

6.5.2. **Performance Bond**. A performance bond on the part of the Subrecipient, Subgrantee or their subcontractor for 100 percent of the awarded contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Subrecipient, Subgrantee or their subcontractor's obligations under such contract.

6.5.3. **Payment Bond**. A payment bond on the part of the Subrecipient, Subgrantee or their subcontractor for 100 percent of the awarded contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

6.5.4. **Substitution**. The bonding requirements in this §6.5 may be waived in lieu of an irrevocable letter of credit if the price of the awarded contract is less than $50,000.

6.6. **Change of Use**.

6.6.1. During a period of five (5) years following the date of closeout for the Subproject specified in writing by the State to Subrecipient ("**Closeout Date**"), Subrecipient may not change the use or planned use of the Subject Property and/or Personal Property acquired or improved unless: 1) the State determines the new use meets one of the National Objectives of the CDBG-DR program, and 2) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes.

6.6.2. If Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Subject Property and/or Personal Property to a use which the State determines does not qualify in meeting a National Objective, Subrecipient shall reimburse to the State an amount equal to the current fair market value of the Subject Property and/or Personal Property, less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of and improvements to, the Subject Property and/or Personal Property.

6.6.3. After the five (5) year period following the Closeout Date, no State restrictions on use of the Subject Property and/or Personal Property shall be in effect.

6.7. **Reversion of Assets**

6.7.1. Upon expiration of this Grant, Subrecipient shall transfer to the State any CDBG Funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG Funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG Funds provided to the Subrecipient in the form of a loan) in excess of $25,000 is either:

6.7.1.1 Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the Grant Agreement, or for such longer period of time as determined to be appropriate by the State; or

6.7.1.2. Not used in accordance with paragraph 6.18.1 (A) of this section, in which event the Subrecipient shall pay the State an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the State. (No payment is required after the period of time specified in paragraph 6.18.1 (A) of this section.) [53 FR 8058, Mar. 11, 1988, as amended at 53 FR 41331, Oct. 21, 1988; 57 FR 27120, June 17, 1992; 60 FR 56915, Nov. 9, 1995; 68 FR 56405, Sept. 30, 2003]

6.8. **Davis-Bacon Act**.

This section ☒ shall ☐ shall not apply to this Subproject.

Subrecipient shall comply with all the requirements set forth in 24 CFR §570.603 (Davis-Bacon Act). If applicable, the responsible party for oversight of compliance shall be designated in the Project Performance Plan.

6.9. **Section 3 of the HUD Act of 1968 and 24 CFR Part 135**.

To the greatest extent feasible, the Subrecipient and Subgrantee (if applicable) will provide opportunities for training and employment that arise from this HUD-financed project, will give preference in hiring to persons whose income is equal to or less than 80% of Area Median Income (AMI), and will give preference in contracting to businesses owned in substantial part by persons, or that substantially employ persons, whose income is equal to or less than 80% of AMI in the Subproject area.

In addition, Subrecipient shall, to the maximum extent feasible, provide for the hiring of employees who reside in the vicinity, as such term is defined below herein, or contract with small businesses that are owned and operated by persons residing in the vicinity of such projects. Note: This local hiring requirement does not replace the responsibilities of Subrecipient under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), and implementing regulations at 24 CFR part 135, except to the extent the obligations may be in direct conflict. For the purposes of this Grant, "vicinity" is defined as each neighborhood identified by the Subrecipient and approved by the State as being the areas of greatest need. "Small business" means a business that meets the criteria set forth in §3(a) of the Small Business Act.

6.10. **Minority and Women Business Enterprises (24 CFR 570.506(g)(6))**. To the greatest extent feasible, the Subrecipient and Subgrantee (if applicable) will take affirmative steps to assure that women's business enterprises have an equal opportunity to obtain or compete for subcontracts to be paid with CDBG-DR funds.

6.11. **Uniform Relocation Act (URA)**. Subrecipient and Subgrantee are required to follow a URA Residential Anti-displacement and Relocation Assistance Plan when designing their programs in that obligations related to voluntary property acquisition activities for vacant and abandoned property apply. Subrecipient shall follow the alternative relocation requirements associated with these Grant Funds, which are specified in the March Notice.

Attachment A-1(b)
Subproject Name: Sanderson Gulch Reach Improvements
Subproject No.: CDBGDR2-CCD-01

ATTACHMENT A-1(b) – PROJECT PERFORMANCE PLAN **CDBG – Disaster Recovery Program**			
Contract Number: DR2-CCD-01	**Name of Agency** **City and County of Denver** **Name of Project** **Sanderson Gulch Reach Improvements**		**Monitoring Level –** Frequent
National Objective: ☒ Benefit LMI Households ☐ Elimination of Slum or Blight ☐ Urgent Need			Explanation of recommendation CDBG-DR Funds
DHSEM Staff: James Raymond - State Recovery Liaison (303) 870-4827 Michael Haney - CDBG-DR Program Manger (303) 594-0572			
MILESTONES – Subrecipient shall…	**CAPACITY**	**STATE ROLE** – DHSEM shall…	**PROGRESS** - reported quarterly
Provide documentation of signatory authority by: March 2017	Subrecipient is authorized to enter into a legally binding contract.	Review copy of Documents prior to the contract being executed.	**ACHIEVED: MM/DD/20YY**
Subrecipient has obtained a DUNS number and has provided to DHSEM. DUNS # is **0855968020000** February 2017	Find information on how to obtain a DUNS number and register at: www.sam.gov	Ensure the DUNS number is obtained in order for project to be set up in DRGR.	**ACHIEVED: 02/15/2017**
Provide certificates of insurance coverage required by this contract prior to or with Subrecipient executed contracts by: March 2017	Subrecipient has adequate insurance coverage per the terms of the Contract.	Review copy of Documents prior to reimbursement of funds to Subrecipient.	**ACHIEVED: MM/DD/20YY**

Attachment A-1(b)
Subproject Name: Sanderson Gulch Reach Improvements
Subproject No.: CDBGDR2-CCD-01

Obtain Environmental Release of Funds (ROF) Letter from DOLA by: February 2017	Subrecipient shall contact Crystal Andrews of the Dept. of Local Affairs at 303-864-7894 or crystal.andrews@state.co.us to complete HUD environmental requirements. Subrecipient can access CDBG Guidebook at http://dola.colorado.gov/dlg/fa/cdbg/cdbg_guidebook.html#section_iv	Release funds only after ROF letter is provided.	**ACHIEVED:** **02/14/2017**
Provide budget prior to or with Subrecipient executed contracts by: _February__ 2017	Subrecipient has the capacity to utilize staff resources to fulfill contract obligations.	Release budget funds only after received payment requests.	**ACHIEVED:** **02/07/2017**
Provide a copy of the final Engineering drawings __April_____ 2017	Subrecipient shall submit construction drawings from the Engineer.	Provide documents payment submittal.	**ACHIEVED:** **MM/DD/20YY**
Provide documentation for bid and Award of a General Contractor _June____ 2017	Subrecipient shall submit executed contract of a qualified General Contractor along with bid analysis. Ensure Davis Bacon, Section 3 and other cross cutting regulations are incorporated in the General Contractor executed contract.	Provide documents with first payment submittal.	**ACHIEVED:** **MM/DD/20YY**
Provide documentation at 50% and 100% completion of Construction _September_ 2017 – _January_____ 2018	Subrecipient shall submit schedule, and progress reports during the construction phase of the project.	Provide documents with payment requests.	**ACHIEVED:** **MM/DD/20YY** **ACHIEVED:** **MM/DD/20YY**

Complete and submit a 504 Self Evaluation to DHSEM by: April ___ 2016	Section 504 of the Rehabilitation Act of 1973 provides that a recipient shall operate each existing activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with handicaps.	Supply and review Self Evaluation form. Provide technical assistance as needed.	**ACHIEVED:** **MM/DD/20YY**
Receive and review DHSEM CDBG-DR Monitoring Documents by: __April____ 2017	Subrecipient shall become familiar with DHSEM CDBG-DR reporting requirements.	Provide forms to Subrecipient within 30 days of contract execution. Respond to a request for training within 10 days.	**ACHIEVED:** **MM/DD/20YY**
Submit timely quarterly Project Performance Plan accomplishments within 10 calendar days of the end of each month for the term of the contract. April 2017 October 2017 January 2018 April 2018	Subrecipient will monitor work performed under the Scope of the Contract.	Review documents and provide follow up technical assistance as necessary.	**ACHIEVED:** **MM/DD/20YY** **ACHIEVED:** **MM/DD/20YY** **ACHIEVED:** **MM/DD/20YY** **ACHIEVED:** **MM/DD/20YY** **ACHIEVED:** **MM/DD/20YY**

Submit on a monthly basis pay requests and supporting documentation of expenses by: February 2017 March 2017 April 2017 May 2017 June 2017 July 2017 August 2017 September 2017 October 2017 November 2017 December 2017 January 2018 February 2018 March 2018	Subrecipient shall ensure that no costs were encumbered prior to contract execution unless stated in the contract.	Review backup documentation prior to approving pay request.	**ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY**

			ACHIEVED: **MM/DD/20YY**
Submit the Project Completion Report (PCR) to DHSEM within 30 days of the earlier of termination or completion of the project: April 2018	Subrecipient will report on work performed and demographic information of applicants and beneficiaries served on PCR forms	Process the PCR within 30 days of receiving a complete report.	**ACHIEVED:** **MM/DD/20YY**