

STATE OF COLORADO

GOVERNOR'S ENERGY OFFICE

1580 Logan Street, Suite 100
Denver, CO 80203
Phone (303) 866-2201
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Bill Ritter, Jr.
Governor

Tom Plant
Director

July 14, 2010

Ms. Kathy Portner
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

SUBJECT: Contract No. C900703 between GEO and City of Grand Junction

Dear Ms. Portner:

Enclosed is a copy of an executed original of Contract No. C900703. Please reference that number on all correspondence, reports, payment requests and deliverables relating to the contract.

Also enclosed are GEO's forms to be used when requesting reimbursement and tracking financial status. These forms are also being sent to you electronically for your convenience. These forms require an authorized signature, so please forward those by either mail or fax only to GEO Accounting.

Please direct inquiries relating to this contract to Stacey Simms at 303-866-2308. We look forward to working with you to achieve a successful outcome to this project.

Sincerely,

Sara Graf
Contracts Manager

Cc: Stacey Simms

STATE OF COLORADO
Governor's Energy Office
Grant Agreement
with
City of Grand Junction

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ORIGINAL

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1. PARTIES

This Grant Agreement (hereinafter called “Grant”) is entered into by and between the City of Grand Junction (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Governor’s Energy Office (hereinafter called the “State” or “GEO”).

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”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, And Approval

Authority for the GEO entering into this Grant arises from CRS §24-38.5-101, et seq., and funds have been appropriated for this Grant using federal funds from the U.S. Department of Energy (DOE) Award No. DE-EE0000082. These DOE funds are resulting from funding provided under the American Recovery and Reinvestment Act (ARRA) of 2009. The Grantee was awarded grant funding as a result of the competitive Compressed Natural Gas (CNG) Infrastructure (RFA) issued on January 15, 2010.

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 the CNG Infrastructure Project grant is to provide funding towards projects that will successfully increase the availability of compressed natural gas for vehicle fueling infrastructure.

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. Budget

“Budget” means the budget for the Work described in **Exhibit B**.

B. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in **§6** and **Exhibit A**.

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Statement of Work), **Exhibit B** (Budget), **Exhibit C** (Supplemental Provisions for Contracts, Grants, and Purchase Orders Using Funds Provided under the American Recovery and Reinvestment Act of 2009 As of 8-21-09) and **Exhibit D** (DOE Award No. DE-EE0000082 Terms and Conditions).

D. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

E. Grant

“Grant” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

F. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

G. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

H. Program

“Program” means the Supplemental Environmental Project grant program that provides the funding for this Grant.

I. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit A**.

J. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

K. Sub-grantee

“Sub-grantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

L. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit A**, including the performance of the Services and delivery of the Goods.

M. Work Product

“Work Product” means the tangible or intangible results of Grantee’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 and EARLY TERMINATION.

The Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on December 1, 2010 unless sooner terminated or further extended as specified elsewhere herein.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before December 1, 2010. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee 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 Grantee or Sub-grantees shall be considered Grantee's or Sub-grantees' 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 GRANTEE

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

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is \$120,000, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth in approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

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, Grantee'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 or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee,

may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee 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.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget.

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

Grantee shall submit a report to the State upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit A**.

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 Grantee's ability to perform its obligations hereunder, Grantee 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 GEO.

C. Noncompliance

Grantee'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. Subcontracts

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

9. GRANTEE RECORDS

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

A. Maintenance

Grantee 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. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of seven years after the date this Grant is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of seven years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee'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 Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee 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

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee 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 Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions on 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

Grantee shall keep all State records and information confidential at all times and to 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 Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Sub-grantees, 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 Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee 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 Grantee 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 Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall 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 Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee 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 Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee 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.

12. REPRESENTATIONS AND WARRANTIES

Grantee 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

Grantee 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 – Grantee and Grantees Signatory

Grantee 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 Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee 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. Grantee 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 Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, 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 Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Sub-grantees 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 Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee 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. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Sub-grantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Sub-grantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee 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 sub-Grantees that are not "public entities".

B. Sub-Grantees

Grantee shall require each Grant with Sub-grantees, 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 Grantee and Sub-grantee 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 Grantees, 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

A. Termination for Cause and/or Breach

If Grantee 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 Grantee of such non-performance in accordance with the provisions herein. If Grantee 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. Grantee 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, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-Grants with third parties. However, Grantee 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, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or sub-Grants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee'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, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee 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. Grantee 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 Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee 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, Grantee 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), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion

of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

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

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee 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 Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee'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 Grantee's employees, agents, or Sub-grantees 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 Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee 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:

Stacey Simms, Renewable Energy Program Manager
Governor's Energy Office
1580 Logan Street, Suite 100
Denver, CO 80203
stacey.simms@state.co.us
Ph: 303-866-2308

B. Grantee:

Kathy Portner
City of Grand Junction
250 North 5 th Street

Grand Junction, CO 81501
Kathy.Portner@state.co.us
Ph: 970-244-1420

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 Grantee 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 Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee'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, its 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 GRANT MANAGEMENT SYSTEM

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

Grantee 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 Grant management system.

Grantee'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 Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Grant 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 Grantee'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 Grantee's obligations. Such performance information shall be entered into the statewide Grant 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. Grantee 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 Grantee 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 GEO, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee 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 Grantee, by the Executive Director, upon showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subcontracts

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Sub-grantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(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

Grantee shall 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 Grantee, or its employees, agents, Sub-grantees, 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. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by both parties in an amendment to this Grant, 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 MODIFICATIONS OF GRANTS - 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.

I. Order of Precedence

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

- i. Colorado Special Provisions,
- ii. The provisions of the main body of this Grant,
- iii. Exhibit C (Supplemental Provisions for Contracts, Grants, and Purchase Orders Using Funds Provided under the American Recovery and Reinvestment Act of 2009 As of 8-21-09);
- iv. Exhibit D (DOE Award No. DE-EE0000082 Terms and Conditions);

- v. **Exhibit A (Statement of Work);**
- vi. **Exhibit B (Budget).**

J. 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.

K. 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 Grantee fails to perform or comply as required.

L. 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. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

M. 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.

N. 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.

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21. COLORADO SPECIAL PROVISIONS

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

A. 1. 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. 2. 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. 3. 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. 4. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee 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 Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee 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. 5. COMPLIANCE WITH LAW.

Grantee 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. 6. 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. 7. 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. 8. 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. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee 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. 9. 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. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. 10. 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. 11. 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] Grantee 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), Grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant or enter into a Grant with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant. Grantee (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 Sub-grantee and the Granting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the subGrant if a Sub-grantee 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 Grantee participates in the State program, Grantee shall deliver to the Granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee 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, Grantee shall be liable for damages.

L. 12. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, 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.

SPs Effective 1/1/09

22. SIGNATURE PAGE

Grant Routing Number **20193**

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

<p>GRANTEE City of Grand Junction</p> <p>By: Rich Englehart Title: Deputy City Manager</p> <p>_____ *Signature</p> <p>Date: <u>7/6/10</u></p>	<p>STATE OF COLORADO Bill Ritter, Jr. GOVERNOR Governor's Energy Office Tom Plant, Director</p> <p>_____ By: Tom Plant, Director</p> <p>Date: <u>7/9/10</u></p>
	<p>LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>

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. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: Bob Will

Date: 7-13-10

ORIGINAL

23. EXHIBIT A – STATEMENT OF WORK

1. PROJECT DESCRIPTION

There are three primary components of the Grantee’s Compressed Natural Gas (CNG) Project:

A. Construction and Installation of CNG Fueling Stations.

- i. Slow-fill fueling station to be located on the City’s Municipal Services Campus, to be used by City of Grand Junction and Grand Valley Transit.
- ii. Privatized fast-fill fueling station to be located on the City’s Municipal Services Campus for use by other fleets.

B. Investing in Natural Gas Vehicles for a portion of the City’s fleet.

- i. The City recently committed \$1,045,988 for the purchase of four natural gas refuse trucks that will be delivered in the fall of 2010. The Solid Waste Division will be converting all of its fleet to natural gas vehicles over the next eight years (an additional seven refuse trucks). The refuse trucks were the first to be replaced as they have the largest diesel usage of all City fleet.
- ii. Grand Valley Transit is currently in the process of procuring two natural gas busses.
- iii. Fleet maintenance shops modifications to allow Compressed Natural Gas fueled vehicles to be maintained by City Staff.

GEO shall provide \$120,000 towards equipment costs to complete the funding needed to proceed with the slow-fill fueling station. This phase of the City’s CNG Project is necessary to fuel the four natural gas refuse trucks and two transit busses being purchased in 2010. It will complete the basic fueling infrastructure needed for the initial demand of the refuse trucks and busses..

2. GRANTEE’S PROJECT TASKS AND TIMELINE

Grantee is responsible for completing the following Project Tasks according the below timeline:

- i. Design and Engineering - The City will issue a Request for Proposals (RFP) for the design and engineering of the slow-fill station. The City anticipates issuing the RFP in March, with a 45 to 60 day design and engineering phase.
- ii. Permitting - Concurrent with the design and engineering, the City will obtain all necessary local and state permits.
- iii. Construction Phase - Using the construction drawings, the City will solicit bids from qualified bidders for the construction of the facility. The City anticipates construction taking 60 to 90 days.
- iv. Commissioning and Final Acceptance - Upon completion of construction, the Project will be commissioned and accepted.

	March	April	May	June	July	August	September	October
Design and Engineering								
Permitting								
Construction Phase								
Commissioning & Final Accept.								

*** No GEO funds shall be incurred prior to the Effective Date of this Grant.**

3. PROJECT MILESTONES

Grantee shall be responsible for the following Project Milestones:

- i. Design and Engineering—The City shall issue a Request for Proposals (RFP) for the design and engineering of the slow-fill station. The City anticipates issuing the RFP in March, with a 45 to 60 day design and engineering phase.
 - a. Issue RFP (March, 2010)
 - b. Award design contract (April, 2010)
 - c. Design, engineering and costing (May/June, 2010)
 - d. Complete “For Construction” drawing set (June, 2010)
- ii. Permitting—Concurrent with the design and engineering, the City shall obtain all necessary local and state permits.
 - a. Complete all local and state permitting (April-July, 2010)
- iii. Construction Phase—Using the construction drawings, the City shall solicit bids from qualified bidders for the construction of the facility. The City anticipates construction taking 60 to 90 days.
 - a. Solicit bids (July, 2010)
 - b. Award contract (August, 2010)
 - c. Order materials (August, 2010)
 - d. Construction Window (August/September, 2010)
- iv. Commissioning and Final Acceptance—Upon completion of construction, the Project will be commissioned and accepted.
 - a. Commissioning and Final Acceptance (October, 2010)

4. PROJECT REPORTING

Unless otherwise provided in this Grant or the exhibits hereto, Grantee shall be responsible for the following reporting requirements. Such written analysis shall be in accordance with the procedures developed and prescribed by the State. Required reports shall be submitted to the GEO not later than the end of each calendar month, or at such time as otherwise specified. The preparation of reports in a timely manner shall be the responsibility of Grantee and failure to comply may result in the delay of payment of funds and/or termination of this Grant.

4.1 Monthly Progress Reports

Grantee shall submit, on a monthly basis, a written progress report analyzing the performance under this Grant. The report shall refer to the status of work to be performed pursuant to this Grant and shall include a description of the deliverables and tasks completed during the reporting period. The report shall contain all associated DOE project metrics as identified by the GEO. In addition, the report shall include a description of any findings or results, any unanticipated outcomes or roadblocks encountered, in-kind contributions made to the project (ie. Retrofit of vehicles, outreach events) and any potential future applications of project results. The report shall indicate clearly whether work is proceeding according to schedule, ahead of schedule or behind schedule. If the work is behind schedule, the report shall include a summary of the reasons for the delay and a plan of action to bring the project back on schedule, which shall be subject to review and approval by the GEO prior to implementation.

4.2 Monthly Financial Status Reports

The Monthly Progress Report shall contain a *Financial Status Report* summarizing expenditures for federal funds and non-federal cost-share on a form to be provided to the Grantee by the GEO. Expenditures shall be shown for each line item on a month-by-month basis.

4.3 Quarterly Sales Volume Report

Grantee shall submit to the GEO Program Manager the Quarterly Fuel Sales Report. This sales report will include the volume of each of the fuels sold that month and the average price per gallon and gas gallon equivalent. The report will also summarize the most active fleet accounts. This shall occur via submitting completed **Attachment 1** forms, attached hereto, following the end of each quarter (September 30, December 31, and March 31 and June 30).

4.4 Final Reports

Grantee shall produce and submit to the GEO Program Manager a *Final Financial Status Report* and a *Final Narrative Progress Report* of the project that shall provide a technical accounting of the total work performed, and shall contain a comprehensive description of the work tasks specified herein, the results achieved, documenting the success/lessons learned/technology transfer of the project and shall include a financial status summary summarizing expenditures for federal funds and non-federal cost-share. The final report shall include a one page summarization of jobs created, jobs retained, economic impacts and environmental impacts of the project as well as any assumptions used to determine that information. Specific required reporting related to public information shall be included as part of this final report. This information will be used by the GEO's communications team to inform the public of project results via various strategies including press releases, case studies and on the GEO Web site. Please use this as an opportunity to document your achievements through the Project's work. Include the following:

- a. Project summary narrative: This should summarize the project achievements in no more than two paragraphs. Include, at minimum, the needs that the project addressed, what the goals were, whether or not those goals were achieved, what audience the project served, and how much the project cost in total including how much of that was GEO funding. Include any project specific information that is not covered above.
- b. A summary of quantifiable metrics associated with the project along with a narrative description of the methodology behind those calculations. Depending on the project, this will include ARRA required metrics, such as jobs created/retained or fuel volumes sold, or project specific metrics such as number of individuals trained or number of workshops held.
- c. Project constituent testimonials/quotes: This should include press release worthy statements of the project's importance from participants and managers. For example, a school that received funding from solar panels can include a statement from the principal, the building energy manager and a teacher.
- d. Before and after photos. If the project allows for photos to communicate the work, please include electronic files with the final report. For example, if an inefficient boiler is replaced with a new efficient one, take photos of the old boiler as it is removed, and take photos of the new one when it is installed. If possible, try to get people in the photos.
- e. Include any associated maps, charts, graphs or graphics created as a result of the project.
- f. Include a list of the project's partners, and their logos.
- g. A summary of any communications to AND from the public associated with the project. For example, this could include press releases, advertising, event participation, speaking engagements or newsletters. In addition it should include any surveys results, frequently asked questions or other records of constituent correspondence gathered during the project.
- h. A media relations contact for the funded organization and a media relations contact for the project constituent.

The Final Reports shall be submitted in draft form for GEO's review not later than two weeks prior to the end date of the Grant term, with the final document due within two weeks thereafter.

7. Project Promotion and Grantee's Knowledge of GEO and DOE Support

To the extent GEO deems appropriate to further program objectives, GEO shall utilize the media to promote the project, and GEO shall request the cooperation of Grantee if and as necessary. Grantee shall credit the Colorado Governor's Energy Office and the U. S. Department of Energy as a funding source on all news releases, brochures, technical papers, and other promotional or informational material and shall include a statement that such support by GEO and DOE does not constitute their endorsement of the views expressed in the article. See **Exhibit D** for specific DOE requirements.

8. Testing and Acceptance Criteria

The GEO shall evaluate this Project through review of Grantee submitted progress reports. The GEO may also conduct on-site monitoring to determine whether Grantee met the performance goals. The GEO will inform Grantee in advance of such monitoring.

24. EXHIBIT B - Budget

A. Project Costs

City of Grand Junction - Slow Fill Fueling Construction Budget					
COST CLASSIFICATION	Total Cost	Funding Sources			
		GEO Grant	New Energy Communities Grant	EECBG Direct Allocation	City of Grand Junction Funds
Installation Costs	\$250,000		\$93,307	\$80,000	\$76,693
Equipment					
<i>Electric Switchgear & Lighting</i>	\$50,000	\$21,750	\$28,250		
<i>Gas Compressors</i>	\$106,878	\$53,439	\$53,439		
<i>Gas Dryer/Filtration Unit</i>	\$69,025	\$34,512	\$34,513		
<i>Time Fill Assemblies</i>	\$20,597	\$10,299	\$10,298		
Miscellaneous	\$10,000	\$0	\$0	\$0	\$10,000
SUBTOTAL	\$506,500	\$120,000	\$219,807	\$80,000	\$86,693
Contingencies	\$20,000	\$0	\$0	\$0	\$20,000
TOTAL SLOW FILL FUEL STATION PROJECT COSTS	\$526,500	\$120,000	\$219,807	\$80,000	\$106,693

B. Non-Federal Cost Share "Matching Funding" Requirements

The Grantee shall provide non-federal cost-share "matching funds," as specified in the above, "Project Costs," in the amount of \$326,500. The pro-rated expenditure of these "matching funds" shall be at a rate approximating the rate of expenditure of grant funds hereunder.

**State of Colorado
Supplemental Provisions for
Contracts, Grants, and Purchase Orders Using Funds
Provided under the
American Recovery and Reinvestment Act of 2009
As of 8-21-09**

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with ARRA 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. **“ARRA”** means the American Recovery and Reinvestment Act of 2009, (Public Law 111-5).
 - 1.2. **“ARRA Funds”** means any funds that are expended or obligated from appropriations made under ARRA.
 - 1.3. **“ARRA Project”** means a project or program funded directly by or assisted, in whole or in part, by ARRA Funds.
 - 1.4. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes a grant contract or a loan contract.
 - 1.5. **“Contracting Entity”** means a Prime Recipient, a Subrecipient, or a Recipient Vendor.
 - 1.6. **“Contractor”** means the party or parties to the Contract other than the Prime Recipient and includes a grantee, subgrantee, or a borrower. For purposes of ARRA reporting, Contractor is either a Subrecipient or a Recipient Vendor under this Contract.
 - 1.7. **“Entity”** means a governmental body; legally recognized for profit or nonprofit business organization, such as a corporation, limited liability company, or partnership; or sole proprietor and excludes individual recipients of Federal assistance.
 - 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).
 - 1.9. **“Prime Recipient”** means a Colorado State Agency or Institution of Higher Education that receives ARRA Funds directly from a Federal Agency in the form of a grant, loan, or cooperative agreement.
 - 1.10. **“Subcontractor”** means an Entity engaged by Contractor to provide goods or perform services in connection with this contract.
 - 1.11. **“Subrecipient”** means a non-Federal Entity receiving ARRA Funds through a Prime Recipient to support the performance of the ARRA Project for which the ARRA 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. **“Supplemental Provisions”** means these Supplemental Provisions for Contracts and Grants Using Funds Provided under the American Recovery and Reinvestment Act of 2009, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado Agency or Institution of Higher Education.
 - 1.13. **“Vendor”** means a dealer, distributor, merchant or other seller providing goods or services required for a project or program funded by ARRA. A Vendor is not subject to all the terms and conditions of the Federal award, and all program compliance requirements do not pass through to a Vendor. However, a Vendor may be subject to selected program compliance requirements. See §22 of these Supplemental Provisions.
 - 1.13.1 **“Recipient Vendor”** means a Vendor that receives ARRA Funds from a Prime Recipient.
 - 1.13.2 **“Subrecipient Vendor”** means a Vendor that receives ARRA Funds from a Subrecipient.

Exhibit C to Contract No. C900703 between the GEO and the City of Grand Junction

2. **Compliance.** Contractor shall comply with all applicable provisions of ARRA 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. **ARRA Contracts and Subcontracts.** Contractor shall include these Supplemental Provisions in all of its contracts and subcontracts using ARRA Funds, in whole or in part, and shall provide written notification of revisions hereto to all parties to such contracts or subcontracts in accordance with §2 above. Contractor shall ensure that all subcontractors comply with applicable provisions of ARRA.
4. **Debarred or Suspended Entities.** Contractor shall not enter into any contract or subcontract in connection with this Contract with a party that has been debarred or suspended from contracting with the Federal Government or the State of Colorado. See Excluded Parties List System at <https://www.epls.gov/>.
5. **Conflict of Laws.** In the event of a conflict between the laws of the State of Colorado or these Supplemental Provisions and ARRA, ARRA shall control.
6. **Whistle Blower Protection. ARRA §1553.** Contractor shall not discharge, demote or otherwise discriminate against an employee as a reprisal for disclosures by the employee of information that the employee reasonably believes is evidence of: (a) gross mismanagement of a contract or grant relating to ARRA Funds; (b) a gross waste of ARRA Funds; (c) a substantial and specific danger to public health or safety related to the implementation or use of ARRA Funds; (d) an abuse of authority related to implementation or use of ARRA Funds; or (e) a violation of law, rule, or regulation related to a contract, including the competition for or negotiation of a contract or grant, awarded or issued relating to ARRA Funds. Contractor shall post a notice of the rights and remedies available to employees under ARRA §1553 in all workplaces where employees perform work that is funded in whole or in part by money authorized under the ARRA. A sample notice can be found at www.recovery.gov/?q=content/whistleblower-information. Contractor specifically acknowledges that Contractor and its employees are aware of and shall abide by the provisions of ARRA §1553. Contractor shall include the language and requirements of this subsection ("Whistleblower Protection under §1553 of the ARRA") in all of its contracts and agreements with employees, subcontractors and anyone else who performs work on behalf of Contractor.
7. **False Claims Act. 31 U.S.C. §§3729-3733.** Contractor shall refer promptly to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
8. **Reporting of Fraud, Waste, and Abuse.** Contractor shall also refer promptly to the Colorado Office of the State Controller (OSC) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has committed a criminal or civil violation of laws pertaining to fraud, waste, and abuse involving ARRA Funds. The OSC shall report such incidents of misconduct to the appropriate State Agency and appropriate Federal authority. Contact information for reporting fraud, waste, and abuse to the OSC is located at http://www.colorado.gov/dpa/dfp/sco/contracts/ARRA/ARRA_Main_Page.htm
9. **Inspection of Records. ARRA §§902, 1515.** Contractor shall permit the United States Comptroller General and his or her representatives or any representative of an appropriate Inspector General appointed under §3 or §8G of the Inspector General Act of 1978, as amended (5 U.S.C. App.) to: (a) examine any records of the Contractor or any of its Subcontractors that directly pertain to, and involve transactions relating to this Contract or any contract or subcontract using ARRA Funds; and (b) interview any officer or employee of Contractor or any of its Subcontractors regarding such transactions. Contractor shall permit the State of Colorado, the Federal Government or any other duly authorized agent of a governmental agency with jurisdiction to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's or such Subcontractor's records during the term of this Contract and for a period of three years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with these terms or to evaluate Contractor's performance hereunder.

- 10. Wage Rate Requirements – Davis-Bacon Wage Determinations. ARRA §1606.** Contractor and its Subcontractors shall pay all laborers and mechanics employed on ARRA Projects by Contractor or any of its Subcontractors at wage rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in Colorado is available at <http://www.gpo.gov/davisbacon/co.html>.
- 11. Job Opportunity Posting Requirements. Governor's Executive Order D 01409.** Contractor shall post notice of job openings created by ARRA funded projects on the Colorado Department of Labor and Employment job website, <http://www.connectingcolorado.com>. In the performance of this duty, Contractor and any of its Subcontractors shall post jobs on Connecting Colorado Job Site that clearly designates the job opening as an ARRA job in a form and manner prescribed by the Colorado Department and Labor and Employment.
- 12. Buy American Requirement - Construction. ARRA §1605.** All iron, steel and manufactured goods used in any ARRA Project for the construction, alteration, maintenance, or repair of a public building or public work shall be produced in the United States in a manner consistent with United States obligations under international agreements. This requirement can be waived only by the awarding Federal Agency in limited situations.
- 13. Environmental and Preservation Requirements. ARRA §1609.** Contractor shall comply with all applicable Federal, State, and Local environmental and historic preservation requirements and shall provide any information requested by the awarding Federal Agency to ensure compliance with applicable laws, including National Environmental Policy Act, as amended (42 U.S.C. 4321-4347) and National Historic Preservation Act (16 U.S.C. 470 et seq.).
- 14. Non-discrimination.** Contractor shall comply with Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.
- 15. Identification and Registration Information.** If Contractor is a Subrecipient, Contractor shall obtain a Dun & Bradstreet DUNS number (or update the existing DUNS record), and register with the Central Contractor Registration (CCR), the primary registrant database for the Federal government.
- 16. Fixed Price – Competitively Bid. ARRA §1554.** Contractor, to the maximum extent possible, shall award subcontracts as fixed-price subcontracts under this Contract using competitive bid procedures. Contractor shall provide to its Contracting Entity a summary of any contract or subcontract awarded using ARRA Funds that is not fixed-price or not awarded using competitive procedures.
- 17. Publication.** Contractor shall include the Colorado Recovery logo on all project signage, and is encouraged, to the maximum extent possible, to use the logo on all other publications in connection with the activities funded by the Prime Recipient that use ARRA funds.
- 18. Prohibition on Use of Funds. ARRA §1604.** ARRA funds shall not be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
- 19. Enforceability.** If Contractor fails to comply with all applicable Federal and State requirements governing the use of ARRA funds, the State of Colorado may withhold or suspend, in whole or in part, funds awarded under the ARRA project, or recover misspent funds following an audit pursuant to §9, above. The remedy under this provision shall be in addition to all other remedies provided to the State of Colorado for recovery of misspent funds available under all applicable State and Federal laws.
- 20. One Time Funding.** Contractor acknowledges and understands that ARRA Projects will not be continued with funds appropriated by the State of Colorado after ARRA Funds are expended or are no longer available.
- 21. Segregation of Costs.** Contractor shall segregate obligations with respect to and expenditures of ARRA Funds from other sources of funding. ARRA Funds shall not be comingled with any other funds or used for a purpose other than the payment of costs allowable under ARRA.

22. Reporting. §1512, FFATA §2. Contractor shall report to its Contracting Entity the data elements required in §23 if Contractor is a Subrecipient or in §24 if Contractor is a Recipient Vendor. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions, as the cost of producing such reports shall be deemed included in the Contract price. The reporting requirements in §§23 and 24 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. The State may provide written notice to Contractor of any such change in accordance with §2 above, but such notice shall not be a condition precedent to Contractor's duty to comply with revised OMB reporting requirements. The Colorado Office of the State Controller shall provide summaries of revised OMB reporting requirements as well as reporting templates for Subrecipients and Recipient Vendors at:
http://www.colorado.gov/dpa/dfp/sco/contracts/ARRA/ARRA_Main_Page.htm

23. Subrecipient Reporting. If Contractor is a Subrecipient, Contractor shall report to its Contracting Entity as set forth below.

23.1 Initial Reporting. A Subrecipient shall report the following data elements to its Contracting Entity upon the effective date of the contract:

- 23.1.1 Subrecipient DUNS Number
- 23.1.2 Congressional District of Subrecipient
- 23.1.3 Primary Place of Performance Information, including: Street Address, State, Country, City, Zip code + 4
- 23.1.4 Subrecipient Officers' Names (Top 5) if all three criteria are met: 1) 80% or more of Subrecipient's annual gross revenue is from Federal contracts, 2) Subrecipient's annual gross revenue from Federal contracts is \$25 million or more, and 3) Subrecipient's officer names are not publicly available. See page 19 of Recipient Reporting Data Model V3.0 for Quarter Ending September 30, 2009 at http://www.colorado.gov/dpa/dfp/sco/contracts/ARRA/ARRA_Main_Page.htm.
- 23.1.5 Subrecipient Officers' Total Compensation (Top 5) if criteria in §23.1.4 met

23.2 Monthly Reporting. A Subrecipient shall report to its Contracting Entity no later than the 25th day of each month the following inception-to-date data elements as of the end of the prior month:

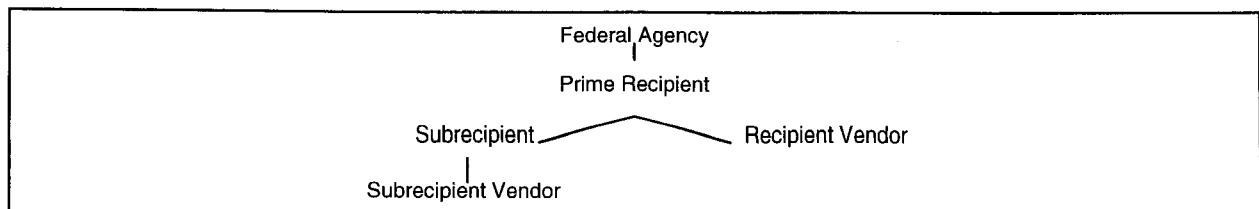
- 23.2.1 Job Creation Narrative for both the Subrecipient and the Subrecipient's Vendors
- 23.2.2 Number of Jobs Created or Retained for both the Subrecipient and the Subrecipient's Vendors
- 23.2.3 SubAward number or other identifying number assigned by the Subrecipient to each Subrecipient Vendor (this number *cannot* be a personal identifying number such as a social security number or federal employer identification number)
- 23.2.4 Vendor name and Zip code + 4 of Vendor's Headquarters for each Subrecipient Vendor; the Subrecipient Vendor's DUNS number may also be provided if available
- 23.2.5 Subrecipient shall establish reporting deadlines for its Subrecipient Vendors.

24. Recipient Vendor Reporting. A Recipient Vendor shall report to its Contracting Entity no later than the 25th day of each month the following inception-to-date data elements as of the end of the prior month:

- 24.1.1 Job Creation Narrative
- 24.1.2 Number of Jobs Created or Retained

25. 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 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.

26. Reporting Framework – see chart below.



Department of Energy (DOE) Award Terms and Conditions

The Grantee shall be responsible for adhering to the following Department of Energy (DOE) award terms and conditions:

1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the GEO for guidance.

2. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

3. SITE VISITS

DOE authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Grantee must provide, and must require your subcontractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

4. REPORTING REQUIREMENTS

a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2. These requirements will be provided to the Grantee by the GEO. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Grant. Noncompliance may result in withholding of future payments, suspension, or termination of the current Grant, and withholding of future Grants. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

c. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

5. PUBLICATIONS

a. Grantee is encouraged to publish or otherwise make publicly available the results of the work conducted under this Grant.

b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number DE-EE0000082."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

6. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

Grantee must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this Grant.

7. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION (NRD-1003) Nonresearch and Development

a. Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c), and (d). All other organizations are subject to the intellectual property requirements at 10CFR 600.136(a) and (c).

600.136 Intangible Property

(i) Grantees may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(ii) Authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

b. In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the Grantee, and applicable subgrantees. This fee is in addition the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual Property \(IP\) Service Providers for Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)

8. LOBBYING RESTRICTIONS

By accepting funds under this Grant, Grantee agrees that none of the funds obligated on the Grant shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

9. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Grant should be American-made.

10. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Grant, the Government shall not be responsible for or have any obligation to the Grantee for (i) Decontamination and/or Decommissioning (D&D) of any of the Grantee's facilities, or (ii) any costs which may be incurred by the Grantee in connection with the D&D of any of its facilities due to the performance of the work under this Grant, whether said work was performed prior to or subsequent to the effective date of this Grant.

11. HISTORIC PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Grantee is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Grantee must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Grantees shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Grantee should be aware that the DOE will consider the Grantee in compliance with Section 106 of the NHPA only after the Grantee has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Grantee that it does not object to its Section 106 finding or determination. Grantee shall provide a copy of this concurrence to the DOE.

Compressed Natural Gas Vehicle Infrastructure Grants

SFY 2010-2011

Attachment 1 to Exhibit A Contract#C900703 between the GEO and the City of Grand Junction



REMINDER: Please fill in data for every fuel you sell at your site

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total Gallons Sold & Avg Price
Fuel Type:													
CNG													
Gallons Sold	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Avg Price Per Gallon													#DIV/0!
E85													
Gallons Sold													0.00
Avg Price Per Gallon													#DIV/0!
Fuel Type:													
Biodiesel (taxed)													
Gallons Sold													0.00
Avg Price Per Gallon													#DIV/0!
Fuel Type:													
Biodiesel (untaxed)													
Gallons Sold													0.00
Avg Price Per Gallon													#DIV/0!
Fuel Type:													
Regular Unleaded													
Gallons Sold													0.00
Avg Price Per Gallon													#DIV/0!
Alt Fuel Quarter Totals			0.00			0.00			0.00			0.00	

Please keep track of your fuel sales (alternative fuels and regular unleaded fuel) and average price per gallon on a monthly basis beginning the month the new alt fuel pump is opened. At the end of each quarter (December, March, June, and September) forward your totals to Stacey.Simms@state.co.us

STATE OF COLORADO
GOVERNOR'S ENERGY OFFICE
GRANT
with
CITY OF GRAND JUNCTION
AMENDMENT 1

Amendment #1 C900703	Original Grant CMS # 20193	Amendment CMS # 24973
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1) PARTIES

This Amendment to the above-referenced Original Grant (hereinafter called the Grant) is entered into by and between the City of Grand Junction (hereinafter called "Grantee"), and the STATE OF COLORADO, for the use and benefit of the Governor's Energy Office (hereinafter called the "State" or "GEO").

2) EFFECTIVE DATE AND ENFORCEABILITY

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

3) FACTUAL RECITALS

The Parties entered into the Grant for the purpose of increasing the availability of compressed natural gas for vehicle fueling infrastructure.

4) 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.

5) LIMITS OF EFFECT

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

6) AMENDMENTS.

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

a. Maximum Amount

Section 7(A) shall be modified to increase funding in the amount of \$168,000. The additional funding shall be applied towards equipment costs associated with a fast-fill station to be located on the Grantee's Municipal Services Campus. The first sentence shall be deleted and replaced with the following.

"The maximum amount payable under this Grant to Grantee is \$288,000, as determined by the State from available funds."

b. Exhibit B, Budget

Paragraph A, Project Costs, shall be replaced with the modified project costs budget, Exhibit B-1, attached hereto and incorporated by reference herein.

c. Exhibit B, Budget

Paragraph B, Non-Federal Cost Share "Matching Funding" Requirements, shall be decreased to a new total in the amount of \$208,822.65.

7) EFFECTIVE DATE OF AMENDMENT

The effective date hereof is upon approval of the State Controller or their designee.

8) ORDER OF PRECEDENCE

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

9) AVAILABLE FUNDS

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

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p style="text-align: center;">GRANTEE City of Grand Junction</p> <p>By: Rich Englehart Title: Deputy City Manager</p> <p>_____ Signature</p>	<p style="text-align: center;">STATE OF COLORADO Bill Ritter, Jr. GOVERNOR Governor's Energy Office</p> <p>By: _____ By: Tom Plant, Director</p>
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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. Grantee is not authorized to begin performance until such time. If Grantor begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

<p style="text-align: center;">STATE CONTROLLER David J. McDermott, CPA</p> <p>By: _____</p> <p>Date: <u>11-1-12</u></p>

CNG Fill Station

CNG Costs for Slow Fill				
9/17/2010				
Item	Quantity	Unit	Unit cost	Total
Design / Engineering	1	LS	\$ 83,630.15	\$ 83,630.15
Site Work	1	LS	\$ 25,000.00	\$ 25,000.00
Contingency	1	LS	\$ 10,000.00	\$ 10,000.00
GESI Slow Fill Bid				
Equipment	1	LS	\$ 288,181.00	\$ 288,181.00
Installation	1	LS	\$ 266,905.00	\$ 266,905.00
Total Cost Estimate Slow Fill				\$673,716.15
Funding				
Governors Energy Office				\$ 120,000.00
NEC Grant				\$ 300,000.00
EECBG Direct Allocation				\$ 80,000.00
City of Grand Junction				\$ 173,716.15
Total Funding Slow Fill				\$ 673,716.15

CNG Costs for Fast Fill				
Item	Quantity	Unit	Unit cost	Total
Design / Engineering	1	LS	\$ 22,580.00	\$ 22,580.00
Site Work	1	LS	\$ 17,145.00	\$ 17,145.00
Contingency	1	LS	\$ 10,000.00	\$ 10,000.00
GESI Fast Fill Bid				
Equipment	1	LS	\$ 259,275.00	\$ 259,275.00
Installation	1	LS	\$ 44,126.50	\$ 44,126.50
Total Cost Estimate Fast Fill CO#1 & #2				\$ 353,106.50
Funding				
Governors Energy Office				\$ 168,000.00
City of Grand Junction				\$ 35,106.50
Encana				\$ 150,000.00
				\$ -
Total Funding Fast Fill				\$ 353,106.50
				\$ -

Total Cost \$ 1,026,822.65
Total Funding \$ 1,026,822.65

Equipment:

- Duplex Compressor
- Instrumentation and controls
- Natural gas dryer
- Time fill posts
- Simplex compressor
- Fast fill dispenser
- CNG storage
- Card reader
- Dome load control
- Priority panel

NOTE: GEO grant to be used for equipment only