

RESOLUTION NO. 1-01

A JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION CONCERNING THE "CONTRACT FOR PROJECT C 340A-008, SH 340 TRANSPORTATION STUDY"

WHEREAS, The City and County have been designated by the Governor as the Metropolitan Planning Organization for the Grand Junction/Mesa County Urbanized Area; and

WHEREAS, Part 2 of Article 1 of Title 29, Colorado Revised Statutes authorizes the parties to contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, The City and County realize the importance of both short and long range planning in the development of an efficient transportation system, and are both aware that it is the responsibility of the Metropolitan Planning Organization to perform those planning functions; and

WHEREAS, The City and County, in their performance of those planning functions for the Urbanized Area, wish to use Federal Highway Administration and Federal Transit Administration transportation planning funds in coordination with the Colorado Department of Transportation; and

WHEREAS, The City and County have estimated the total cost of the work to be \$150,000 to be funded as follows: Colorado Department of Transportation (CDOT), \$50,000; Mesa County, \$50,000; and the City of Grand Junction, \$50,000 and are prepared to accept the State funding for the work.

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MESA, COLORADO AND THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the City and County are expressly authorized to enter into this Contract and to complete the work under the Contract.

That the "CONTRACT FOR PROJECT C 340A-008, SH 340 TRANSPORTATION STUDY", hereunto attached, was approved by the Board of County Commissioners of the County of Mesa, Colorado on December 18, 2000, and by the City Council of the City of Grand Junction, Colorado on January 3, 2001.

CITY OF GRAND JUNCTION

COUNTY OF MESA

/s/ Gene Kinsey
Mayor
Grand Junction City Council

/s/ Doralyn B. Genova
Chairman of the Board
Mesa County Board of Commissioners

3rd day of January, 2001

18th day of December, 2000

Attest:

Attest:

/s/ Stephanie Nye
City Clerk

/s/ Monika Todd
County Clerk

CONTRACT

THIS CONTRACT, made this 22nd day of FEBRUARY, ²⁰⁰¹2000, by and between the State of Colorado for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the State or CDOT, and the GRAND JUNCTION METROPOLITAN PLANING ORGANIZATION (MESA COUNTY), STATE of COLORADO, P.O. BOX 20,000, GRAND JUNCTION, Colorado 81501, FEIN: 846000783, hereinafter referred to as the Local Agency, or the contractor.

FACTUAL RECITALS.

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Appropriation Code 010, Organization Number 9991, Program 2000, Function 3400, Object 2312 1N, Reporting Category 3410, Contract Encumbrance Number 13542, (Contract Encumbrance Amount: \$50,000.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. The Local Agency (MPO) anticipates a project for a transportation study on SH 340 and the local road system of the Redlands Transportation System to determine future transportation needs and improvements and by the date of execution of this contract the Local Agency (and/or the State) has completed and submitted a preliminary version of CDOT form #463 describing the general

nature of that project work. The Local Agency understands that, before the project work is actually started, the description of the project work in that CDOT form #463 will likely be revised as a result of design changes made by CDOT, in conjunction and coordination with the Local Agency, in its internal review process. The Local Agency desires to agree to perform the project work as described in the Form #463, as it may be revised in that Process.

5. The Local Agency has requested that State funds be made available for project C 340A-008 for a transportation study on SH 340 and the local road system of the Redlands Transportation System to determine future transportation needs or improvements in Mesa County, Colorado, as more specifically described in Exhibit A, attached hereto and made a part hereof (The Form #463 and/or a "Scope of Work"), attached hereto and hereinafter referred to as "the project" or "the work".

6. The State has funds available and desires to provide up to \$50,000.00 funding for the work.

7. The Local Agency desires to comply with all state and other applicable requirements, including the State's general administration of the project through this contract, in order to obtain state funds for the project.

8. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as Exhibit B.

9. This contract is executed under the authority of Sections 29-1-203, 43-1-110, 43-1-116, 43-2-101(4)(c), 43-2-102 through 104, 43-2-144 C.R.S., as amended, as applicable, and the Local Agency ordinance/resolution.

10. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

12. The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the work.

13. The State certifies that such work can be more advantageously performed by the Local Agency.

NOW, THEREFORE, it is hereby agreed that:

I. PROJECT DESCRIPTION

"The project" or "the work" under this contract shall consist of a transportation study on SH 340 and the local road system of the Redlands Transportation System in Mesa County, Colorado, as more specifically described in the Exhibit A (the Form #463 and/or a "Scope of Work") as it may be revised by the parties in the design review process before the project work is actually started.

II. INCORPORATION BY REFERENCE

All applicable state statutes, regulations, specifications, directives, procedures, documents, and publications that are specifically identified and/or referenced in this contract, together with all exhibits and attachments and addenda to this contract, are incorporated herein by this reference as terms and conditions of this contract as though fully set forth.

III. WORK RESPONSIBILITY

The Local Agency shall be responsible to perform all study tasks needed to complete the work, and the Local Agency shall comply with all applicable terms and conditions of this contract in performing the work. The responsible party shall perform all such tasks in accordance with applicable requirements and standards, including those in this contract and in applicable law.

IV. PROJECT FUNDING PROVISIONS

A. The Local Agency has estimated the total cost the work to be \$ 150,000.00 which is to be funded as follows:

a.	State funds: (maximum payment up to \$50,000.00)	\$ 50,000.00
b.	Mesa County funds:	\$ 50,000.00
c.	City of Grand Junction funds:	\$ 50,000.00
	Total Funds:	\$150,00.00

B. The maximum amount payable to the Local Agency under this contract shall be \$50,000.00 unless such amount is increased by an appropriate written modification to this contract

executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this contract, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

C. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

V. PROJECT PAYMENT PROVISIONS

A. The State will reimburse the Local Agency for incurred costs relative to the project following the State's review and approval of such charges, subject to the terms and conditions of this contract. Provided, however, that charges incurred by the Local Agency prior to the date this contract is executed by the State Controller will not be charged by the Local Agency to the project, and will not be reimbursed by the State.

B. The Local Agency will prepare and submit to the State monthly charges for costs incurred relative to the project. The Local Agency will prepare project charges in accordance with the State's standard policies, procedures, and standardized billing format attached hereto and made a part hereof as Exhibit D. Charges incurred by the Local Agency prior to the date of this agreement will not be charged to the project.

VI. STATE COMMITMENTS

A. The State will provide liaison with the Local Agency through the State's Region Director, Region 3, 222 South Sixth Street, Grand Junction, Colorado 81501-2769, (970) 248-7225. Said Region Director will also be responsible for coordinating the State's activities under this contract. Said Region Director will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be

exchanged between representatives of the State's Transportation Region 3 and the Local Agency. Until changed by notice in writing, all such notices and communications shall be addressed as follows:

If to the State:

James Patton

CDOT Region 3

606 South 9th St.

Grand Junction, CO 81501

(970) 248-7382

If to Local Agency:

Cliff Davidson

Mesa County

P.O. Box 20,000

Grand Junction, CO 81501

(970) 244-1788

B. The State will reimburse the Local Agency for the incurred costs relative to the work, as provided in Section V.

C. If the work includes construction, the State will review construction plans, special provisions and estimates and will cause the Local Agency to make those changes therein that the State determines are necessary to assure compliance with State requirements.

D. The State will perform a final project inspection prior to project acceptance as a Quality Control/Assurance activity. When all project work has been satisfactorily completed, the State will sign a final acceptance form.

VII. LOCAL AGENCY COMMITMENTS

A. DESIGN.

If "the Work" includes preliminary design, or final design (a.k.a. "construction plans"), or design work sheets, or special provisions and estimates (collectively referred to as "the Plans"), the party that is responsible under Section III (either the Local Agency or the State) for the Plans\design shall comply with the following requirements, as applicable:

1. perform or provide the Plans, to the extent required by the nature of the Work.
2. prepare final design ("construction plans") in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual.

3. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
4. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
5. stamp the Plans produced by a Colorado Registered Professional Engineer.
6. if the Local Agency is the responsible party, it shall afford the State ample opportunity to review the Plans and make any changes in the Plans as directed by the State to comply with FHWA requirements.
7. provide final assembly of the Plans and contract documents.
8. be responsible for the Plans being accurate and complete.
9. if the Local Agency is the responsible party, it may enter into a contract with a consultant to do all or any portion of the Plans and/or of construction administration. Provided, however, that if federal-aid funds are to participate in the cost of such work to be done by a consultant, the Local Agency shall ensure that its procurement of that consultant contract (and the performance/provision of the Plans under that contract) complies with all applicable requirements of Title 23, Code of Federal Regulations (CFR), Part 172, (concerning the Administration of Engineering and Design Related Service Contracts), and with any procedures implementing those requirements as provided by the State, including those in attachment #1. Those requirements and procedures include, without limitation:
 - a) the Local Agency/Contractor shall submit any design consultant subcontract to CDOT for approval prior to its execution by the Local Agency/Contractor, as required by section 172.5 (d);
 - b) all changes in the contract shall be by written supplemental agreement and must have prior approval of the State and FHWA. As soon as the contract with the consultant has been awarded by the Local Agency, one copy of the executed contract shall be submitted to the State. Any amendments to such contract shall be similarly submitted;
 - c) all consultant billings under that contract shall comply with the State's standardized consultant billing format. Examples of the billing formats for the various methods of contract payment are attached hereto and made a part hereof;

d) the Local Agency/Contractor shall also use the CDOT procedures as described in Attachment #1 to administer that design consultant subcontract, to comply with sections 172.5(b) and (d);

e) to expedite any CDOT approval, the Local Agency/Contractor's attorney, or other authorized representative, may also submit a letter to CDOT certifying Local Agency/Contractor compliance with those CDOT Attachment #1 procedures and with the requirements of sections 172.5(b) and (d).

f) the Local Agency shall ensure that its consultant contract contains the following language verbatim:

1) "The design work under this contract shall be compatible with the requirements of a separate contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose."

2) "Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project."

3) "The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, "Standard Specifications for Road and Bridge Construction", in connection with this work."

10. Following award of the construction contract(s) for the project, no further changes shall be made in the Plans except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

B. CONSTRUCTION.

If "the Work" includes construction, the party that is responsible under Section III (either the Local Agency or the State) for the construction/construction administration shall comply with the following requirements, as applicable:

1. administer the construction in accord with the project's Pre-construction and Contract Administration Checklists. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing, and inspection activities; preparing and approving pay estimates; preparing, approving, and securing the funding for contract modification orders (CMOs) and minor contract revisions (MCRs); processing contractor claims; construction supervision; and, meeting the Quality Control (QC) requirements of the FHWA/State stewardship program, all as more fully described in the project's Pre-construction and Contract Administration Checklists.

2. if the Local Agency is the responsible party, it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform that administration. The LAPE shall administer the project in accordance with this agreement, the requirements of the construction contract, and applicable State procedures. The LAPE may be an employee of the Local Agency or may be a consultant.

If the LAPE is an employee of the Local Agency, the LAPE shall be in responsible charge of the construction of the project (as provided in Section 12-25-102 C.R.S. as amended), notwithstanding any exception described in Section 12-25-103, C.R.S., as amended.

3. if the Local Agency is the responsible party, and if bids are to be let for the construction of the project, the Local Agency shall (in conjunction with the State) advertise the call for bids and (upon concurrence by the State) award the construction contract(s) to the low responsive, responsible bidder(s).

a) In advertising and awarding the bid for the construction of a federal-aid project, the Local Agency shall comply with applicable requirements of 23 U.S.C. § 112 and 23 C.F.R. §§ 633 and 635. Those requirements include, without limitation, that the Local Agency/Contractor shall physically incorporate the entire "Form 1273" (which, if relevant to this contract, is attached) verbatim into any subcontract(s) for those services as terms and conditions thereof, as required by 23 CFR 633.102(e).

b) The Local Agency has the option to accept or reject the proposal of the low bidder for work on which competitive bids have been received. CDOT must receive written

notification of the Local Agency's concurrence or non-concurrence within seven days after said bids are publicly opened. In the event that the Local Agency fails to provide its written notification within the seven day period, the Local Agency's concurrence will be presumed

c) By indicating its concurrence in such award, the Local Agency acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional federal-aid funds will be made available for the project.)

4. In the event that all or part of the construction work is to be accomplished by Local Agency personnel (i.e., by "force account"), rather than by a contractor pursuant to a contract with the Local Agency, the Local Agency will insure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements and with 23 C.F.R. Part 635, Subpart B, "Force Account Construction".

a) Such work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency, the State and the FHWA in advance of the Work, as provided for in Section 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.

b) An alternative to (a) is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with Federal Acquisition Regulations (FAR), 48 C.F.R. Part 31.

c) Rental rates for publicly owned equipment will be determined in accordance with Section 109.04 of the State's "Standard Specifications for Road and Bridge Construction".

d) All force account work shall have prior approval of the State and/or FHWA and shall not be initiated until the State has issued a written notice to proceed.

C. ROW ACQUISITION/RELOCATION.

If acquisition and relocation assistance is required for the project, the Local Agency will be responsible to perform the acquisition and relocation assistance, as required by Sections 24-56-101, et seq., C.R.S. Prior to this project being advertised for bids, the Local Agency will certify in

writing to the State that all right of way has been acquired in accordance with the applicable State and federal regulations, or that no additional right of way is required.

D. UTILITIES.

The Local Agency will be responsible for obtaining the proper clearance or approval from any utility company which may become involved in this project, by separate agreement between the Local Agency and the utility, if necessary. Prior to this project being advertised for bids, the Local Agency will certify in writing to the State that all such clearances have been obtained.

E. ENVIRONMENTAL.

The Local Agency shall perform all work in accord with the requirements of current federal and state environmental regulation, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

F. RECORDKEEPING.

The Local Agency shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available for inspection at all reasonable times during the contract period and for 3 years from the date of final payment to the Local Agency. Copies of such records shall be furnished by the Local Agency if requested.

The Local Agency shall, during all phases of the work, permit duly authorized agents and employees of the State to inspect the project and to inspect, review and audit the project records.

G. MAINTENANCE.

(Note: if maintenance is to be the responsibility of the state, move this provision to State Commitments and revise accordingly).

The Local Agency will maintain and operate the improvements constructed under this contract, at its own cost and expense during their useful life, in a manner satisfactory to the State and will make ample provision for such maintenance each year. Such maintenance and operations shall be in accordance with all applicable statutes and ordinances, and regulations promulgated thereunder, which define the Local Agency's obligation to maintain such improvements. The State will make periodic inspections of the project to verify that such improvements are being adequately maintained.

VIII. GENERAL PROVISIONS

A. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed within the Work of this contract.

B. If the work involves construction, the State shall have the authority to suspend the work, wholly or in part, by giving written notice thereof to the Local Agency, due to the failure of the Local Agency or its construction contractor to correct project conditions which are unsafe for the Workmen or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the work, or for any other condition or reason deemed by the State to be in the public interest.

C. This contract may be terminated as follows:

(a) Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to received just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency.

If after such termination it is determined, for any reason, that the Local Agency was not in default, or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

(b) Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of funds under the contract would no longer

be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

(c) Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

D. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and attachments hereto which may require continued performance or compliance beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

E. This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as specifically provided otherwise herein, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

F. To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

G. This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any

force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

H. Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

I. The Local Agency represents and warrants that it currently has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Local Agency's obligations under this contract. The Local Agency's further covenants that, in the performance of this contract, it will not employ any person or firm having any such known interests.

J. This contract shall become "effective" only upon the date it is executed by the State Controller, or designee. The term of this contract shall begin on the date first written above and shall continue through the completion and final acceptance of this project by the State and Local Agency.

K. The Special Provisions attached hereto are hereby made a part of this contract. The Local Agency shall comply with all applicable terms and conditions of such attachments.

L. If a conflict occurs between the provisions of this contract proper and the attachments hereto, the priority to be used to resolve such a conflict shall be as follows:

1. The Special Provisions referenced in Section VIII, paragraph K, above; and
2. This contract proper;
3. Other contract attachments and exhibits, in their respective order.

M. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this contract shall give or allow any such claim or right of action by any other or third person on such contract. It is the express intention of the parties that any person or entity other than the parties receiving services or benefits under this contract be deemed to be an incidental beneficiary only.

N. The Local Agency assures and guarantees that it possesses the legal authority to enter into this contract. The Local Agency warrants that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned

signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that they have full authorization to execute this contract.

O. The Local Agency and the State may use one or all of the Contract Modification Tools contained in ADDENDUM A, in order to more expeditiously change and amend the terms of this contract, if such use is warranted by the circumstances as described and authorized therein.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

ATTEST:

STATE OF COLORADO
BILL OWENS, GOVERNOR

By Tom Riley
Asst. Chief Clerk

By J.M. Haberman
Executive Director
DEPARTMENT OF TRANSPORTATION

APPROVED:

ARTHUR L. BARNHART
State Controller

KEN SALAZAR
Attorney General

By Sean McEllen

By J.M. Salazar
Assistant Attorney General
Civil Litigation Section

ATTEST: (SEAL)

GRAND JUNCTION METROPOLITAN
PLANNING ORGANIZATION
MESA COUNTY, COLORADO

By _____

By Cliff Davids

Title _____

Title MPO Administrator

Federal Employer Identification

Number: 846000783

DESIGN DATA

Metric English

Page 1

Revise Date:

Revision #:

Region: 03

Project number: C 340A-008

PE Project Code

PE Project Number

Status: preliminary final revised

Prepared by:

Revised by:

Project description: SH 340 TRANSPORTATION STUDY

County1: Mesa

County2:

County3:

Date:

Date:

Municipality: Fruita

Submitted by Proj.Mgr

Approved by Preconstruction Engineer:

System code: IM NHS STP OTHER

Oversight: CDOT FHWA OTHER

Date:

Planned length: 13.4

Geographic location:

WEST SIDE OF GRAND JUNCTION ON AND AROUND SH 340. A STUDY OF THE REDLANDS TRANSPORTATION SYSTEM.

EXHIBIT A

Terrain type: Level Plains Rolling Urban Mountainous

Description of proposed construction/improvement (attach map showing site location)

TRANSPORTATION STUDY SH 340 AND THE LOCAL ROAD SYSTEM ON THE REDLANDS TO DETERMINE FUTURE TRANSPORTATION NEEDS OR IMPROVEMENTS.

1 Traffic (Note: use columns A, B, and/or C to identify facility described below)

Facility	Current year: - -			Future year: - -		Facility location			
	ADT	DHV	DHV % trucks	ADT	DHV	Industrial	Commercial	Residential	Other
A						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2 RdwyClass

RdwyClass	Route	Refpt	Endrefpt	Functional classification	Facility type	Rural code
1.	340A	0.0	13.4	Principal Arterial	Undivided	5,000 - 49,999
2.						
3.						

3 Design Standards (Identify substandard items with a checkmark in 1st column and clarify in remarks)

	A =				B =				C =			
	Standard	Existing	Proposed	Ultimate	Standard	Existing	Proposed	Ultimate	Standard	Existing	Proposed	Ultimate
<input type="checkbox"/> Surface type												
<input type="checkbox"/> Typical section type												
<input type="checkbox"/> # of travel lanes												
<input type="checkbox"/> Width of travel lanes												
<input type="checkbox"/> Shoulder wd. lt./median												
<input type="checkbox"/> Shoulder wd rt./outside												
<input type="checkbox"/> Side slope dist. ("z")												
<input type="checkbox"/> Median width												
<input type="checkbox"/> Posted speed												
<input type="checkbox"/> Design speed												
<input type="checkbox"/> Max. superelevation												
<input type="checkbox"/> Min. radius												
<input type="checkbox"/> Min. horizontal SSD												
<input type="checkbox"/> Min. vertical SSD												
<input type="checkbox"/> Max. grade												

Project under 1R 3R 4R Other: _____ criteria

Existing guardrail meets current standards: Yes No

Variance in minimum design standards required Yes No

Safety project

Justification attached

Request to be submitted

Not all standards addressed

Bridge (see item 4)

See remarks

Stage construction

Resurfacing projects

Recommendations concerning safety aspects attached

Comments:

4 Major Structures

S=to stay, R=to be removed, P=proposed new structure

Structure ID#	Length	Ref. Point	Feature Intersected	Standard Width	Structure Rdwy	Load	Horizontal Clearance	Vertical Clearance	Year Built

Proposed treatment of bridges to remain in place (address bridge rail, capacity, and allowable surface thickness)

EXHIBIT A

5 Project Characteristics (proposed)

Median type: depressed painted raised none

Lighting Handicap ramps Traffic control signals Striping

Curb and gutter Curb only Left-turn slots continuous width =

Sidewalk width = Bikeway width = Right-turn slots continuous width =

Parking lane width = Detours Signing: construction permanent

Landscape requirements: (description) Other: (description)

6 Right of Way

	Yes	No	Est. No.
ROW and/or perm. easement required:	<input type="radio"/>	<input type="radio"/>	_____
Relocation required:	<input type="radio"/>	<input type="radio"/>	_____
Temporary easement required:	<input type="radio"/>	<input type="radio"/>	_____
Changes in access:	<input type="radio"/>	<input type="radio"/>	_____
Changes to connecting roads:	<input type="radio"/>	<input type="radio"/>	_____

7 Utilities (list names of known utility companies)

8 Railroad crossings # of crossings:

	Railroad Name	Agreements required	Present protection	Condition of x'ings
1		<input type="checkbox"/>		
2		<input type="checkbox"/>		
3		<input type="checkbox"/>		
4		<input type="checkbox"/>		

Recommendations:

9 Environmental

Categorical Exclusion or Programmatic CE number _____ CDOT Form #128 _____ (date) Revised CDOT Form #128 _____ (date)

FONSI approved on _____ (date) under _____ (project number) _____ (project code)

ROD approved on _____ (date) under _____ (project number) _____ (project code)

Comments:

10 Coordination

Withdrawn lands (power sites, reservoirs, etc.) cleared through BLM forest service office Irrigation ditch name: _____

New traffic ordinance required Modify schedule of existing ordinance Municipality: _____

Other:

11 Construction method

noAdReason: Design Local F/A RR F/A Utility F/A Miscellaneous

State P.O. Study CDOT F/A

Entity/Agency contact name: _____ Phone number: _____

None

12 Remarks (Include additional pages if needed)

ATTACHMENT #1

THE LOCAL AGENCY SHALL USE THESE PROCEDURES TO IMPLEMENT FEDERAL-AID PROJECT AGREEMENTS WITH PROFESSIONAL CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded local agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172 and 23 CFR 172(d) state that, "when federal-aid highway funds participate in the contract a local shall use the same procedures as used by the State to administer contracts ...". Therefore, local agencies must comply with this CFR requirement and the following state procedures when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and Colorado Revised Statute (C.R.S.) 24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172.5(b)(1-6)].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a local agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting local agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting local agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for consultant services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of ten percent (10%) Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. The analysis and selection of the consultants should be done in accordance with C.R.S. 24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the project,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
- b. Past performance,
- c. Willingness to meet the time and budget requirement,
- d. Location,
- e. Current and projected work load,
- f. Volume of previously awarded contracts, and
- g. Involvement of minority consultants.

Under 24-30-1401, cost shall not be considered as a factor in the evaluation of professional consultant services.

6. Once a consultant is selected, the local agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursement for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six (6) to fifteen (15) percent of the total direct and indirect costs.
7. A qualified local agency employee shall be responsible and in charge of the project to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of project, the local agency prepares a performance evaluation (a CDOT form is available) on the consultant.
8. Each of the steps listed above is to be documented in accordance with the provisions of 49 CFR 18.42, which provide for records to be kept at least three (3) years from the date that the local agency submits its final expenditure report. Records of projects under litigation shall be kept at least three (3) years after the case has been settled.

The C.R.S. 24-30-1401 through 24-30-1408, 23 CFR Part 172, and P.D. 400.1, provide additional details for complying with the eight (8) steps just discussed.

SPECIAL PROVISIONS

CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

FUND AVAILABILITY

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

BOND REQUIREMENT

3. If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the Contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to the State official who will sign the contract, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety conditioned upon the faithful performance of the contract and in addition, shall provide that if the Contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provendor or other supplies used or consumed by such Contractor or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the Contractor arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with CRS 38-26-106.

INDEMNIFICATION

4. To the extent authorized by law, the contractor 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 incurred as a result of any act or omission by the contractor, or its employees, Agents, subcontractors, or assignees pursuant to the terms of this contract.

DISCRIMINATION AND AFFIRMATIVE ACTION

5. The Contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (CRS 24-34-402), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. *Pursuant thereto, the following provisions shall be contained in all State contracts or subcontracts.*

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertisements; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, State that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the Contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and rules, regulations, and relevant Orders of the Governor.

(d) The Contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules regulations and orders.

(e) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment work opportunity because of race, creed, color, sex, national origin, or ancestry.

(f) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provision of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

(g) In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Orders, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(h) The Contractor will include the provisions of paragraphs (a) through (h) in every subcontract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will

be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation, with the subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

COLORADO LABOR PREFERENCE

a. Provisions of CRS 8-17-101 & 102 for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

b. When a construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a State or foreign country equal to the preference given or required by the State or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of Federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with Federal requirements (CRS 8-19-101 and 102).

GENERAL

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall 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 will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

9. Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

10. The signatories aver that they are familiar with CRS 18-8301, et. seq., (Bribery and Corrupt Influences) and CRS 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.

11. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

ADDENDUM A: CONTRACT MODIFICATION TOOLS

The Local Agency and the State may use a Funding Letter in order to more expeditiously change and amend the terms of this contract, if such use is warranted by the circumstances as described and authorized therein.

FUNDING LETTER.

Under this Contract, the Local Agency has agreed to provide funding based on the terms as described herein as needed to satisfactorily perform and complete the work, subject to the availability of funding.

Funds are currently available and encumbered for the work in the amount specified above. However, the total cost to complete the work, and the resulting total funding amount(s) to be provided by the State and Local Agency in exchange therefor, as described in this Contract or otherwise made known to the Local Agency, are only estimated.

If the parties determine that they have underestimated/overestimated the total cost of the work, they have the right to take the following action:

- A. to increase/decrease the amount of available funds under this Contract.

In the event of this action, the State will notify the Local Agency thereof by Funding Letter. The Funding Letter will be in a form substantially equivalent to the form attached hereto, and it shall not be deemed valid until it shall have been signed by the Local Agency and approved by the State Controller or such assistant as he may designate.

(1) This form to be used for the following contracts/situations only (check the appropriate situation):
 indefinite quantity, order more/add more utility/railroad, underestimated total cost
 CDOT construction, sum of CMO's LA construction, underestimated cost
 CDOT construction, underestimated total cost CDOT consultant, underestimated cost

SECTION 1 (Region use)

Date: (2)		Project code (3)	
To: CDOT Controller (FAX #(303) 757-9573 or e-mail CONTROLLER)		Project # (4)	
From: Region # (5)	Office: (5)	Phone # (5)	FAX # (5)

CDOT has executed a contract with: (6)

Address: (6)

FEIN # (6)		Contract routing # (7)		COFRS encumbrance # (indicate PO, SC or PG #) (8)				
Fund (9)	Orgn. (9)	Appro. (9)	Prgm. (9)	Func. (9)	Object/Sub-obj N/P (9)	GBL (9)	Reporting Catg. (9)	Proj/Sub/Phase (9)

Original contract amount \$ (10)	Has a Budget Request been processed to cover the contract amount increase? <input type="checkbox"/> yes <input type="checkbox"/> no (14)
----------------------------------	---

Previous Funding Letter(s) total \$ (11) (Funding letter #1 thru #___)	Preparer's name (15) PHONE NO:
---	---------------------------------------

This Funding Letter total \$ (12) (#___)	Contract Administrator's/Business Manager's Approval (16) PHONE NO:
---	--

Adjusted contract amount \$ (13)	CDOT Designee Approval (17)
	Local Agency approval (18)

SECTION 2 (Controller's Office use) (19)

Total allotment amount \$ (19)	Commission budget \$ (19)		
If construction: <input type="checkbox"/> CE pool elig. (19)	CE charges \$ (19)	Indirect chgs \$ (19)	Adjusted contract amount plus total CE & indirect Charges calculation \$ (19)

I have reviewed the financial status of the project, organization, grant and have determined that sufficient funds are available to cover this increase, effective as of _____ (19)

State Controller or Delegee (20)	Date (20)
----------------------------------	-----------

Company Name:	Project No.
Address:	Project Location
Employer (FEIN) ID Number:	Subaccount No.
Invoice Number and Date:	
Progress Report Dated:	
% Completed: (1)	
Current Billing Period: From: To:	
BASIC AND / OR SUPPLEMENTAL CONTRACT TOTAL: (2) \$	
Total Billed to Date: \$	
Less: Retainage (10% of billing not to exceed 5% of contract) \$	
Less: Prior Payments: \$	
Prior Billing: \$ Less Retainage: \$ \$	
TOTAL CURRENT PAYMENT REQUEST: * \$	
(% To date of DBE work:)	
I certify that the billed amounts are in agreement with the contract terms:	
_____ Signature Title Date	
% Completed x Contract Total = Total Current Payment Request (1) x (2) = ()	

Company Name:		Project No.			
Address:		Project Location			
Employer (FEIN) ID Number:		Subaccount No.			
Invoice Number and Date:					
Progress Report Dated:					
% Completed:					
BASIC AND / OR SUPPLEMENTAL CONTRACT TOTAL		\$			
Prior period Billing Amount:		\$			
Current Billing Period: From:		To:			
DIRECT LABOR: (List Individually)					
Employee Name	Classification	Regular Hours	Direct Hourly Rate \$	Overtime Hours *	Cost \$
				Current This Period	Total Amount to Date (Optional)
Subtotal – Direct Labor				\$	\$
Indirect ____ (%) (as specified in contract)				\$	\$
OTHER DIRECT COSTS (In-House)				\$	\$
List individually – at actual cost as in final cost proposal; mileage (miles X \$), CADD (hrs. x \$), equip. rental (hrs. x \$), etc.				\$	\$
SUBTOTAL (DIRECT LABOR, INDIRECT & OTHER DIRECT COSTS)				\$	\$
FEE (%) (As specified in the contract)				\$	\$
OUTSIDE SERVICES (Subconsultants & Vendors) (List individually) (To be in the same format – attach copies)				\$	\$
% To Date on DBE Work				\$	\$
Outside Services Management Expense (when applicable)				\$	\$
TOTAL CURRENT PERIOD:				\$	\$
TOTAL TO DATE:				\$	\$
LESS: Retainage (10% of billing not to exceed 5% of contract)				\$	\$
LESS: Prior Payments				\$	\$
Prior Billing \$		Less Retainage \$		\$	\$
TOTAL CURRENT PAYMENT REQUEST				\$	\$
I certify that the billed amounts are actual and in agreement with the contract terms:					
_____ Signature		_____ Title		_____ Date	
*Eligible classifications only: in accordance with contract					

Company Name:				Project No.	
Address:				Project Location	
Employer (FEIN) ID Number:				Subaccount No.	
Invoice Number and Date:					
Progress Report Dated:					
% Completed:					
BASIC AND / OR SUPPLEMENTAL CONTRACT TOTAL				\$	
Prior Period Billing Amount:				\$	
Current Billing Period: From:				To:	
PAY RATES: (List Individually)					
Employee Name	Classification	Regular Hours	Overtime Hours*	Rates of Pay \$/Hours**	Cost \$
SUBTOTAL-PAY RATES:				\$	
OTHER DIRECT COSTS (In-House)				\$	
List individually – at actual rates as in final cost proposal; mileage (miles X \$), CADD (hrs. x \$), equip. rental (hrs. x \$), etc.				\$	
SUBTOTAL (Pay Rates and Other Direct Rates)				\$	
OUTSIDE SERVICES (Subconsultants & Vendors) (List individually) (To be in the same format – attach copies)				\$	
% To Date on DBE Work				\$	
Outside Services Management Expense (when applicable)				\$	
TOTAL CURRENT PERIOD:				\$	
TOTAL TO DATE:				\$	
LESS: Retainage (10% of billing not to exceed 5% of contract)				\$	
LESS: Prior Payments				\$	
Prior Billing \$		Less Retainage \$			
TOTAL CURRENT PAYMENT REQUEST				\$	
I certify that the billed amounts are actual and in agreement with the contract terms:					
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> _____ _____ _____ </div>					
Signature		Title		Date	
*Eligible classifications only: in accordance with contract					
** In accordance with contract					

SECTION I. CONTRACT DATA

Local Agency: _____ Project No. _____
 Address: _____
 Employer (FEIN) ID Number: _____ Project Location _____
 Invoice Number and Date: _____
 % Completed: _____ Subaccount No. _____

BASIC AND/OR SUPPLEMENTAL CONTRACT TOTAL: \$ _____

Federal Share \$ _____
 Local Agency Share \$ _____
 State Share \$ _____

Prior Period Billing Amount: \$ _____
 Current Billing Period : From: _____ To: _____

SECTION II. INCURRED COSTS

DIRECT LABOR: (List individually)

Employee Name	Classification	Regular Hours	Direct Hourly Rate \$	Overtime Hours*	Cost \$
---------------	----------------	---------------	-----------------------	-----------------	---------

	Current This Period	Total to Date
SUBTOTAL - DIRECT LABOR	\$ _____	\$ _____
BENEFITS _____ % OF DIRECT LABOR	\$ _____	\$ _____
OTHER DIRECT COSTS (In-House)	\$ _____	\$ _____
List individually-at actual cost;		
Mileage (miles x \$), CADD (hrs. x \$),	\$ _____	\$ _____
Equip rental (hrs. x \$), etc.		
OUTSIDE SERVICES (Consultants & Vendors)		
(List individually) (To be in this same format-attach copies of invoices)	\$ _____	\$ _____
TOTAL COSTS CURRENT PERIOD:	\$ _____	
TOTAL COSTS TO DATE:		\$ _____

SECTION III. BILLING

TOTAL BILLING CURRENT PERIOD
 (____ % OF TOTAL COSTS): \$ _____

Prior Billing: \$ _____

I certify that the billed amounts are actual and in agreement with the contract terms.

Signature _____ Title _____ Date _____

*Eligible classifications only

