

RESOLUTION NO. 1906

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
APPROVING A CONTRACT WITH THE COLORADO  
DEPARTMENT OF TRANSPORTATION TO DEVELOP,  
IMPLEMENT AND MONITOR ITS SAFE ROUTES TO SCHOOL  
PROGRAM**

WHEREAS, the City of Golden Police Department desires to enter into a contract with the Colorado Department of Transportation, Division of Transportation Development in order to develop, implement and monitor its Safe Routes to School Program.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

Section 1. That the City Manager is authorized to sign the Safe Routes to School Program contract with the Colorado Department of Transportation in the amount of \$22,600 dollars.

Adopted this 25th day of September, 2008.



A handwritten signature in cursive script, appearing to read "Susan M. Brooks", written over a horizontal line.

Susan M. Brooks, MMC  
City Clerk

A handwritten signature in cursive script, appearing to read "Jacob Smith", written over a horizontal line.

Jacob Smith  
Mayor

Approved as to form:

A handwritten signature in cursive script, appearing to read "David S. Williamson", written over a horizontal line.

David S. Williamson  
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 25th day of September, A.D., 2008.



ATTEST:

A handwritten signature in cursive script, appearing to read "Susan M. Brooks", written over a horizontal line.

Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

**SAFE ROUTES TO SCHOOL PROGRAM CONTRACT WITH  
CITY OF GOLDEN**

This CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the State of Colorado for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION" (CDOT) hereinafter referred to as "the Department", and the CITY OF GOLDEN, 911 10<sup>th</sup> STREET, GOLDEN, CO 80401, hereinafter referred to as "the contractor", or "the Agency".

WHEREAS, 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 in:

<b>G/L Account:</b> 4518000011	<b>Company Code:</b> 1000	<b>CO Area:</b> 1000
<b>WBS Element:</b> 16852.15.05	<b>Fund:</b> 400	<b>Functional Area:</b> 1456
<b>Funds Center:</b> DT510-010		<b>SAP Vendor Number:</b> 2000026
		<b>Catalog Federal Domestic Assistance Number (CFDA)</b> 20.205
<b>COFRS:</b> 8460000591		
<b>Total \$22,600</b>		

WHEREAS, the Department desires to enter into a contract with the Agency in order to develop, implement and monitor its Safe Routes to Schools Program, as described in the Scope of Work, in accordance with the Federal Highway Administration (FHWA) and State of Colorado laws, regulation, and policies; and,

WHEREAS, the Department has obtained federal financial assistance for Safe Routes to Schools Program through FHWA, and has coordinated with the Metropolitan Planning Organization (MPO) where applicable in accordance with the terms, conditions, and provisions hereinafter contained in this contract and in compliance with applicable federal laws and regulations; and,

WHEREAS, the MPO shall approved the current Transportation Improvement Program (TIP) for its urban area, which documents the funding for its Safe Routes to Schools Program: and,

WHEREAS, the Agency represents that it has personnel, professional qualifications, ability, and resources to provide useful, accurate information to individuals and employers in facilitating its Safe Routes to Schools Program (herein referred to as "Program", or "Project") and perform this service; and,

WHEREAS, this Contract is entered into pursuant to the authority of 43-1-106, 43-1-224, 30-28-105, 29-1-203, and 24-110-203, C.R.S. as amended.

**NOW, THEREFORE, the parties hereto mutually agree as follows:**

**1. PURPOSE AND SCOPE**

- 1.1 Work to be performed under this Agreement and the compensation for such Work shall be identified in a Scope of Work attached and incorporated hereto. The Scope shall consist of an outline of the major activities to be completed for the expected contract period with an expected budget for each activity and a timeline culminating in an expected completion date, if any. This Scope will be updated anytime there has been an increase/decrease of funding to this Agreement. Any proposed changes to the original Scope of Work must be submitted to the Department for approval.
- 1.2 The Agency shall not commence work to be outlined in the Scope of Work until the date specified by written (including electronic) notice by the Department and shall complete the

Work within the term of this contract, unless the time thereof is extended by mutual amendment of the contract by the parties hereto evidenced by written letters or electronic notice.

- 1.3 By preparing, submitting and/or amending the Scope of Work, the Agency agrees to perform such services within the total funds made available for that purpose.
- 1.4 When the Scope of Work is sent to the Department for review, the Agency will also submit a completed National Environmental Policy Act (NEPA) Compliance Checklist. The NEPA Checklist shall be submitted no later than ninety days (90) after the grant award date. If the NEPA documents are not submitted with the original application, or by the (90) day deadline, the project will be cancelled and this agreement terminated.

## **2. AVAILABILITY OF FUNDS**

- 2.1 FEDERAL FUNDING. This agreement is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the Agency is to be reimbursed with funds provided to the Department by the U.S. Department of Transportation for the purpose of completing the projects identified in the Scope of Work and therefore, the Agency expressly understands and agrees that all its rights, demands, and claims arising under this agreement are contingent upon receipt of such funds by the Department. In the event that such funds or any part thereof are not received by the Department, the Department may immediately terminate this agreement without liability, including liability for termination costs.
- 2.2 The amount of federal funds available to pay for services performed by the Agency is limited by the amount of the allocated funds made available through 23 USC § 104(f) and any amendments thereto.
- 2.3 The Department shall not be obligated to use State funds under this agreement. The Department's use of federal funds shall only be to reimburse the Agency for costs which are actually incurred by the Agency and which are allowable, as defined in Paragraph 6 of this agreement. The Agency shall be solely responsible for all costs incurred which are either not allowable or which exceed the funds available in the agreement.
- 2.4 Per 23 CFR § 420.111, the Scope of Work shall include a description of work to be accomplished and cost estimates for each activity.

## **3. PERSONNEL**

The Agency shall take all reasonable steps to carry out all activities described and identified in the Scope of Work. The Agency shall be responsible to select staff/consultant services in compliance with all applicable federal procurement requirements including 23 CFR 172 and 49 CFR Part 18. Any Request for Proposal (RFP) used by the Agency to secure consultant services must be reviewed by the Department before the Agency releases the RFP. The Department shall have fifteen (15) calendar days from the date of receiving the RFP to return comments. The Agency shall provide its responses to the Department's comments within (15) calendar days of receipt of the Department's comments. The Agency shall notify the Department before executing any agreement for consultant services which utilizes planning funding.

**4. TERM – OPTION CLAUSE TO EXTEND SERVICES – NOTICE TO PROCEED**

- 4.1 The term of this agreement shall be for 24 months beginning from the Effective Date, as per C.R.S. 24-30-202. The expiration date shall not exceed September 30, 2010. Performance of this contract shall commence as soon as practicable after the Effective Date and shall be undertaken and performed in the manner set forth in the Scope of Work.
- 4.2 The effective date of the Contract, Option Letter (Exhibit D), or Change Order (Exhibit E) thereto is the date on which the State Controller or designee executes this Contract for Federal assistance as shown on the Contract, Option Letter (Exhibit D), or Change Order (Exhibit E) thereto. The Grantee agrees to undertake Project work promptly after receiving notice to proceed that the State has executed Federal assistance for the Project.
- 4.3 The Department may unilaterally exercise an option to add/drop funded product(s)/service(s) described in the Scope of Work at the amounts established. The Department may exercise this option by written notice to the Agency within sixty (60) days before the option begins in a form substantially equivalent to Exhibit B, attached and incorporated hereto. Delivery/Performance of the product(s)/service(s) shall continue at the same rate and under the same terms established herein.

**5. CHANGE ORDER LETTER**

- 5.1 Bilateral changes within the general scope of the agreement, as defined in Paragraph 1 herein, including an increase/decrease of the maximum amount payable based on the costs specified herein by the Department and the schedule of service(s) required, may be executed using the change order letter process described in this paragraph and a form substantially equivalent to the change order letter attached and incorporated hereto as Exhibit C for any of the following reasons:

1. Where the agreed changes to the specifications result in an adjustment to the price, delivery schedule, or time of performance;
2. Where the agreed changes result in no adjustment to the price, delivery schedule, or time of performance. The change order shall contain a mutual release of claims for adjustment of price, schedules, or time of performance;
3. Where the changes to the agreement are priced based on the amount to be paid for the products and/or services established in the agreement or the Scope; or

Other bilateral modifications not within the terms of the paragraph must be executed by formal amendment to the agreement, approved in accordance with state law.

**6. BILLING**

- 6.1 The Agency shall request reimbursement from the Department for the allowable cost of planning funds for those eligible activities identified in the Scope of Work and other costs as described in Paragraph 6 of this agreement, incurred during the contract fiscal year within the limits of this agreement in compliance with federal and State law and other applicable regulations. Reimbursement requests shall be submitted by the Agency to the Department monthly, and will be reimbursed based on the federal participation rate on page 1 of this

agreement. The Agency will bill the Department within thirty (30) days of the month following the end of their billing cycle. Billings should be itemized in the same categories as the Scope. Upon presentation of invoice(s) to the Department for eligible allowable costs incurred, the Department will process and reimburse all billings within thirty (30) days of receipt.

- 6.2 A sample reimbursement request (billing form) is attached and incorporated hereto as Exhibit D, to assist the Agency in requesting reimbursement. Upon signing the billing form requesting reimbursement, the designated representative of the Agency has certified that:
1. The costs are allowable, and therefore reimbursable; and
  2. The expenditure amount for that time period is correct; and
  3. The agreed upon work has been performed and/or products have been produced; and
  4. All Requests for Proposals have been forwarded to the Department for review and comment; and
  5. Reimbursements are being requested in accordance with terms of this agreement.
  6. Copies of recorded times are correct.
- 6.3 Along with the billing form, the Contractor shall include documentation of expenses of federal funds for major Safe Routes Activities. Such information shall include but not be limited to the items listed in Paragraph 6 of this document.

## **7. ALLOWABLE COSTS**

- 7.1 Allowable and indirect costs may include but are not limited to those listed in 2 CFR 225, 49 CFR Part 18, and State Fiscal Rule 2-7: "Official Functions and Training Functions". However, such costs shall be limited to those costs determined by the Department as necessary to directly carry out the tasks described in the Scope of Work for this agreement.
- 7.2 In determining the amount of allowable costs, the Department will exclude:
1. Any project costs incurred by the Agency before the execution and notice to proceed for the Agreement, Change Order Letter or Option Letter.
  2. Any costs incurred by the Agency that is not included in the Scope of Work.
  3. Any cost incurred by the Agency after the termination date of this Agreement.
- 7.3 Unless prohibited by Federal or State law or regulation, any costs incurred by the Contractor that are later found to be unallowable shall be reimbursed by the Contractor to the State, or offset against current or future obligations due by the State to the Contractor, at the State's election.
- 7.4 The Agency agrees that reimbursement of any cost under this Agreement does not constitute a final Department decision about the allowability of the cost and does not constitute a waiver of any violation by the Agency of the terms of this Agreement.

## **8. PROGRAM MONITORING, REPORTING AND PERFORMANCE**

- 8.1 Reporting made under Paragraph 8 shall be done in accordance with 23 C.F.R. 420.117, 450 and 49 C.F.R Part 18 and Part 19.

- 8.2 Activities described in the Scope of Work and in Paragraph 1 shall be monitored by the Department in accordance with the provisions of 23 CFR Part 450 and any amendments and this agreement. The provisions of this paragraph do not constitute a waiver of legal and administrative appeals available to the Agency or the Department.
- 8.3 The Department shall monitor the activities of the Agency to assure that the Work is being performed consistent with 23 CFR Part 420.117 and all supporting federal laws and regulations, to enable the submission of appropriate reports that will contain at a minimum:
1. Comparison of actual performance with established goals;
  2. Progress in meeting schedules;
  3. Comparison of budgeted (approved) amounts and actual costs incurred;
  4. Cost variances to budget;
  5. Approved planning program revisions; and
  6. Other pertinent supporting data.
- 8.4 In responding to these requirements, the Department shall utilize the following steps and procedures to ensure that assigned responsibilities are carried out:
1. **Monitoring Documents**  
The Department will use the current Scope of Work and approved study designs in reviewing the progress being made by the Agency to meet the commitments in this agreement. The Scope of Work must include all activities, deliverables, performance measures, and budgets committed to by the Agency.
  2. **Monitoring Meetings**  
Meetings between Department and Agency representatives will be conducted at the Department's discretion for the purpose of reviewing progress, resource allocations, and billings.
  3. **Progress and Financial Reports**  
The Department will prepare and submit progress and financial reports to the federal agencies.
- 8.5 The Agency is responsible for the timely production of all the products, which it has committed to in the Scope of Work. The products are considered acceptable if developed and/or approved in accordance with the local MPO process where applicable. The Scope of Work, TIP and Transportation Plan will be reviewed and/or approved by state and federal agencies, as defined in 23 CFR Part 420.
- 8.6 The Agency shall amend Scope of Work when:
1. Adding or deleting planning funds from the Scope of Work Budget.
  2. Adding or deleting substantial portions of Scope of Work Activities.
- 8.7 Within thirty (30) days after the end of the Project Period, the Agency will provide to the Department a final accomplishment report of the activities performed under this agreement for the completed fiscal year. It shall include, but not be limited to:
1. Final accomplishments by activities;
  2. Status of uncompleted products; and
  3. Accomplishment of performance measures; and
  4. Actual expenditures for the Project Period.

8.8 If any product that the Agency has committed to in the Scope of Work is not produced and justification was not provided, and having been determined by the Department the Agency has materially failed to comply with the terms and conditions of this agreement, the following steps, in accordance with 49 CFR 18.43, will be implemented by the Department:

1. The Department representative will meet with the Agency Representative to discuss performance.
2. The Department representative will report the progress to the Division of Transportation Development Director.
3. The Director will issue a decision as to whether performance is satisfactory or unsatisfactory. If performance was determined to have been unsatisfactory, the Department shall determine if a reduction in allocation is appropriate. The Agency will be notified of any decisions made.

8.9 The Agency is responsible for monitoring the work activities of subcontractors.

## **9. RECORDS, ACCOUNTS, REPORTS, AND AUDITS**

- 9.1 The Agency and any consultants shall maintain all books, records, and other documentation pertaining to authorized Scope of Work activities and to completely substantiate all costs incurred and billed to the Department during the current Program Period and for a period of three (3) years from the date of closure of the project under the terms of this agreement. These records shall be made available for inspection and audit to the Department, FHWA or the Comptroller General of the United States, and copies thereof shall be furnished, if requested. The Agency shall include this record keeping/audit requirement in any agreement with any consultant employed to perform Scope of Work activities by expressly requiring the consultant to comply with this requirement.
- 9.2 The Department and FHWA are specifically authorized to review and inspect at all reasonable times all such records and all technical and financial aspects of the activities described in the Scope of Work. FHWA will arrange such review and inspections through the Department.

## **10. OWNERSHIP OF DATA AND COPYRIGHTS**

- 10.1 Any software, research, reports, studies, data, photographs, negatives, or other documents, drawings, models, materials, or work product of any type (Work Product), including drafts, prepared by the Agency in the performance of its obligations under this contract, shall be the exclusive property of the Department and all Work Product shall be delivered to the Department by the Agency upon completion, termination, or cancellation of this contract. The rights of the Department with respect to such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, prepare, derivative works, or otherwise use such work.
- 10.2 The Agency shall not use, willingly allow, cause or permit such property to be used, for any purpose other than the performance of the Agency obligations under this contract, nor authorize others to use such property, without the prior written consent of the Department. The rights of the Department with respect to such property shall include, but not be limited to, the right to copy, publish, display, transfer, prepare, derivative works, or otherwise use such work.

- 10.3 The Agency agrees to provide to the FHWA and the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government and Department purposes, the Work Product described herein.
- 10.4 Except for its own internal use, the Agency may not publish or reproduce any Work Product in whole or in part, or in any manner or form, nor may the Agency authorize others to do so, without the prior written consent of the Department, unless the FHWA, FTA and the Department have previously released or approved the release of such data to the public.
- 10.5 All Work Product developed by the Agency for carrying out the activities in the Scope shall be made available in sufficient copies to the Department, FHWA and FTA (not to exceed fifteen).
- 10.6 All reports pertaining to the performance of this agreement shall be reviewed by the Department, and made available to FHWA and FTA for review, but no report will be published without the prior approval of FHWA and FTA. Any published material shall acknowledge the financial participation of the Department and/or the FHWA and FTA and other agencies contributing funding to the work product. Any published material acknowledging the contribution of the FTA and the FHWA shall include the federal disclaimer statement: "FUNDED BY THE FTA AND THE FHWA". Published materials include any non-internal documents, reports, maps, photographs, computer software, or like materials that are intended to be viewed by those outside of FTA, FHWA, the Department, and the Agency.

## **11. CONFLICT OF INTEREST**

- 11.1 During the term of this contract, the Agency 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 the Agency's obligations under this contract.
- 11.2 Additionally, the Agency acknowledges that in governmental contracting, even the appearance of a conflict of interest is harmful to the interest of the State. Thus, the Agency shall refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with the full performance of the Agency's obligations to the State in accordance with the terms and conditions of this contract, without prior written approval of the State.
- 11.3 In the event the Agency is uncertain whether the appearance of a conflict of interest may reasonably exist, the Agency shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the contract.
- 11.4 The Agency and subcontractors, permitted under the terms of this contract, shall maintain a written code of standards governing the performance of their respective employees engaged in the award and administration of contracts. No employee, officer, or agent of the Agency or any permitted subcontractor shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
  - (a) an employee, officer or agent;
  - (b) any member of the employee's immediate family;
  - (c) an employee's partner; or
  - (d) and organization, which employs, or is about to employ, any of the above,



has a financial or other interest in the party who is promised the award. Contractor's or sub contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor, potential contractors, or parties to sub-agreements.

## **12. LEGAL AUTHORITY**

The Agency warrants that it possesses the legal authority to enter into this agreement and 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 contract and to bind Contractor to the terms herein. The Agency agrees it shall submit voluntarily to the personal jurisdiction of the Federal and State courts in the State of Colorado and venue in the City and County of Denver, Colorado. The person(s) executing this contract on behalf of the Agency warrant(s) that such person(s) have full authorization to execute this contract.

## **13. TERMINATION OF AGREEMENT**

### **13.1 Termination for Convenience**

The Department may terminate this contract at any time the Department determines that the purposes of the distribution of funding under this contract would no longer be served by completion of the project. The Department shall effect such termination by giving written notice of termination to the Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Agency under this contract shall, at the option of the Department, be delivered by the Agency to the Department and shall become the State's property. The Agency shall be entitled to receive just and equitable compensation for any satisfactory services and goods delivered.

13.1.1 If this contract is terminated by the Department as provided herein, the Agency will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed bear to the total services of the Agency covered by this contract, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the Agency shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the Agency during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. In no event shall reimbursement under this clause exceed the contract amount. If this contract is terminated for cause, or due to the fault of the Agency, the Termination for Cause or Default provision shall apply.

### **13.2 Termination for Default/Cause**

13.2.1 If, through any cause, the Agency shall fail to fulfill, its obligations under this contract, in a timely and proper manner, or if the Agency shall violate any of the covenants, agreements, or stipulations of this contract, the Department shall thereupon have the right to terminate this contract for cause by giving written notice to the Agency of its intent to terminate and providing no less than 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

Agency under this contract shall, at the option of the Department, become its property, and the Agency shall be entitled to receive just and equitable compensation for any services and goods delivered and accepted. The Agency shall be obligated to return any payment advanced under the provisions of this contract. This provision shall in no way limit other remedies available to the Department in this contract, or remedies otherwise available at law.

13.2.2 Notwithstanding the above, the Agency shall not be relieved of liability to the Department for any damages sustained by the Department by virtue of any breach of this contract by the Agency, and the Department may withhold any payment to the Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the Department from the Agency is determined.

13.2.3 If after such termination it is determined, for any reason, that the Agency was not in default, or that the 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 this contract had been terminated for convenience, as described herein.

#### **14. FORCE MAJEURE**

Neither the Agency nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this contract "force majeure" means acts of God; acts of the public enemy; public health/safety emergency acts of the State or any governmental entity in its sovereign capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

#### **15. DESIGNATED REPRESENTATIVES**

For the purpose of this agreement, the individuals identified below are hereby-designated representatives of the respective parties:

The Department [Project Manager]:  
Lenore Bates  
DTD/Transportation Planning Branch  
4201 E. Arkansas Avenue  
Shumate Building  
Denver, CO 80222

Agency:  
Bill Kilpatrick  
Chief of Police, City of Golden  
911 10<sup>th</sup> Street  
Golden, CO 80401

#### **16. NOTICES and BILLINGS**

All notices required to be given by the parties hereunder shall be to the individuals at the addresses set forth below. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent:

The Department:  
Lenore Bates  
DTD/Transportation Planning Branch  
4201 E. Arkansas Avenue  
Shumate Building  
Denver, CO 80222

Agency:  
Bill Kilpatrick  
Chief of Police, City of Golden  
911 10<sup>th</sup> Street  
Golden, CO 80401

For purposes of this contract, a copy of each invoice shall be forwarded to the Division of Transportation Development-Business Office c/o Business Manager at:

4201 E. Arkansas Ave, Shumate Building, Denver, CO 80222.

## **17. ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES**

The Agency's rights and obligations under this contract shall be deemed to be personal and may not be transferred, assigned, delegated, or subcontracted without the prior, written consent of the Department, which shall not be unreasonably withheld. Any attempt at assignment, transfer, delegation, or subcontracting without such consent shall be void except that the Agency may assign the right to receive payments from the Department pursuant to C.R.S. § 4-9-318. All subcontracts and subcontractors consented to by the Department shall be made subject to the requirements, terms and conditions of this contract. The Agency alone shall be responsible for all subcontracting arrangements, directions and delivery of subcontracted work or Goods, and performance of any subcontracted services. Contractor shall require and ensure that each subcontractor shall assent in writing to all the terms and conditions of this contract, including an obligation of the subcontractor to indemnify the Department as is required under Section 3 of the Special provisions attached and incorporated hereto.

## **18. SEVERABILITY**

To the extent 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. 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.

## **19. WAIVER**

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

## **20. VENUE**

Venue for any action related to performance of this contract shall be in the City and County of Denver, Colorado.

## **21. PRIORITIES**

21.1 The Special Provisions are part of this agreement. Also, all of the circulars and regulations and statutes, as amended, that are cited in this agreement are incorporated herein by reference and made a part of this agreement. If a conflict occurs between the provisions of this Agreement proper or the attachments hereto, the priority to be used to resolve such conflict shall be as follows:

1. Federal Law and Regulations; then
2. Special Provisions; then
3. Incorporated material; then
4. This Agreement proper; then
5. Scope of Work.

## **22. INTEGRATION**

22.1 This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment hereto, other than any Change Order Letter approved by the State Controller or his designee, shall be considered unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto, other than any Change Order Letter approved by the State Controller or his designee, shall have any force or effect unless embodied in a written agreement executed and approved pursuant to the State Fiscal Rules.

## **23. CONFIDENTIALITY OF STATE RECORDS AND INFORMATION**

23.1 The Agency acknowledges that it may come into contact with confidential information in connection with this contract or in connection with the performance of its obligations under this contract, including but not limited to personal records and information of individuals. It shall be the responsibility of the Agency to keep all State records and information confidential at all times and to comply with all Colorado State and Federal laws and regulations concerning the confidentiality of information to the same extent applicable to the State. Any request or demand for information in the possession of the Agency made by a third party who is not an authorized party to this agreement shall be immediately forwarded to the State's principal representative for resolution.

23.2 The Agency shall notify all of its agents, employees, subcontractors and assigns who will come into contact with State information that they are subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of the requirements before they are permitted to access information or data. The Agency shall provide and maintain a secure environment that ensures confidentiality of all State records and information wherever located. No State information of any kind shall be distributed or sold to any third party or used by the Agency or its agents in any way, except as authorized by this contract and as approved by the State. State information shall not be retained in any files or otherwise by the Agency or its agents, except as set forth in this contract and approved by the State. Disclosure of State records or information may be cause for legal action against the Agency or its agents. Defense of any such action shall be the sole responsibility of the Agency.

## **24. LITIGATION REPORTING**

The Agency, within ten (10) days after being served with a summons, complaint, or other pleading in a case which involves Services or Goods provided or the Agency's performance under this contract, which has been filed in any Federal or State court or administrative agency shall deliver copies of such document to the State's principal representative, or in absence of such designation, to the chief executive officer of the Department, agency, or institution executing this contract on behalf of the State.

## **25. COMPLIANCE WITH APPLICABLE LAW – GRANT ASSURANCES**

25.1 Since this grant agreement involves the expenditure of federal funds, the Agency shall at all times during the execution of this agreement strictly adhere to and comply with all applicable Federal and Colorado State laws and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this agreement. The Agency shall also require compliance with such laws and

regulations by subcontractors under subcontracts permitted under this agreement. Federal laws and regulations that may be applicable include The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule), at 49 Code of Federal Regulations, Part 18, or the "Uniform Administrative Requirements for Grants and Agreements with Non-Profit Organizations”, at 49 Code of Federal Regulations, Part 19, as applicable. The requirements of 49 CFR Part 18, or Part 19, include, without limitation:

- 25.1.1 the Agency shall follow applicable procurement procedures, as required by section 18.36(d) or 19.36(d);
  - 25.1.2 the Agency shall request and obtain prior the Department’s approval of changes to any subcontracts in the manner, and to the extent required by, applicable provisions of Section 18.30 or section 19.30;
  - 25.1.3 the Agency shall comply with Section 18.37 or Section 19.37 concerning any sub grants;
  - 25.1.4 to expedite any the Department approval, the Agency’s attorney, or other authorized representative, shall also submit a letter to the Department certifying Agency compliance with Section 18.30 or Section 19.30 change order procedures, and with 18.36(d) or Section 19.36(d) procurement procedures, and with Section 18.37 or Section 19.37 subgrant procedures, as applicable;
  - 25.1.5 The Agency shall incorporate the specific agreement provisions described in section 18.36(i) or section 19.36(i) (which are also deemed incorporated herein) into any subcontract(s) for such services as terms and conditions of those subcontracts.
- 25.2 Title 23, United States Code, Part 172, and Title 23, Code of Federal Regulations, Part 172, if the agreement work includes professional engineering or architectural services.
- 25.3 Title 23, United States Code, Part 112, and Title 23, Code of Federal Regulations, Parts 633 and 635, if the agreement work includes construction services.
- 25.4 Provided, however, that to the extent that other applicable federal requirements (including the provisions of Title 23) are more specific than provisions of Title 49, Part 18 or 19, those requirements shall supersede such Part 18 or 19 provisions.
- 25.5 Federal laws and regulations incorporated into this contract include, without limitation:
- a) Age Discrimination Act of 1975 42 U.S.C. Sections 6101, *et seq.*
  - b) Age Discrimination in Employment Act of 1967 29 U.S.C. 621-634
  - c) Americans with Disabilities Act of 1990 (ADA) 42 U.S.C. 12101, *et Seq.*
  - d) Equal Pay Act of 1963 29 U.S.C. 206(d)
  - e) Immigration Reform and Control Act of 1986 8 U.S.C. 1324(b)
  - f) Section 504 of the Rehabilitation Act of 1973 29 U.S.C. 794
  - g) Title VI of the Civil Rights Act of 1964 42 U.S.C. 2000(d)
  - h) Title VII of the Civil Rights Act of 1964 42 U.S.C. 2000(e)
  - i) Title IX of the Education Amendment of 1972 20 U.S.C. 1681, *et seq.*
  - j) Section 24-34-302, *et seq.*, Colorado Revised Statutes 1997, as amended
- 25.6 The Contractor shall also comply with any and all laws and regulations prohibiting discrimination in the performance of Contractor’s obligations under this contract. In consideration of and for the purpose of obtaining any and all Federal and/or Colorado State financial assistance, the Contractor makes the following assurances, upon which the State relies:

- a) Contractor shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, in performance of work under this contract.
  - b) At all times during the performance of this contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor.
- 25.7 Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order, and Procurement Rules to assure that small and minority business and women's business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this contract.

## SPECIAL PROVISIONS FOR THE STATE OF COLORADO

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

1. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).** This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
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.
3. **INDEMNIFICATION.** 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 and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.  
[Applicable Only to Intergovernmental Contracts] No term or condition of this contract shall 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.
4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.
5. **NON-DISCRIMINATION.** Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.
6. **CHOICE OF LAW.** 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 this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.
7. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.** [Not Applicable to Intergovernmental Agreements] The State Controller may withhold payment of certain debts owed to State agencies under the State's vendor offset intercept system 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 certified by the State Controller as owing to the State as a result of final agency determination or judicial action.
8. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
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 contract.
10. **PUBLIC CONTRACTS 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] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien

who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, institution of higher education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

**11. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, 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 contract.

Revised May 13, 2008



**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

**CONTRACTOR:**

City of Golden  
Legal Name of Contracting Entity

[Signature]  
Signature of Authorized Officer  
Michael C. Bestor, City Manager  
(Print) Name & Title of Authorized Officer  
Date 9/25/08

**CORPORATIONS:**

(A corporate attestation is required.)

Attest (Seal) By [Signature]  
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

**STATE OF COLORADO:**

BILL RITTER, JR. GOVERNOR

By \_\_\_\_\_  
Executive Director  
Department of Transportation

Date \_\_\_\_\_

**LEGAL REVIEW:**

Attorney General, John W. Suthers

By \_\_\_\_\_  
Date \_\_\_\_\_



**ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER**

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

STATE CONTROLLER  
David J. McDermott, CPA

By \_\_\_\_\_  
Controller-Colorado Department of Transportation  
Date \_\_\_\_\_

Revised: April 1, 2008

**Exhibit A-Scope of Work  
City of Golden**

**Section 1: 1a) Describe the activity you plan to implement.**

The Golden Police Department is partnering with Bicycle Colorado and Jefferson County Schools to encourage students and parents to walk or bike to school by educating them about appropriate bike and pedestrian safety skills while promoting the use of their existing infrastructure to bike and walk to school. The experienced Bicycle Colorado uses a balance of the Five E's to accurately address the specific needs of the community.

**Education** – Classroom Education– Bicycle Colorado will provide a comprehensive two day bicycle and pedestrian safety education and bicycle training course for K-8 students in the three schools within the City of Golden. Bicycle Colorado certified bicycle instructors will teach students the importance of bicycling for their health and environment, cause and effect of traumatic brain injury, how and why to correctly fit a bicycle helmet, how to perform a bicycle safety inspection prior to riding, rules of the road, bicycle handling skills, and important decision making skills to be a safe bicyclist. Bicycle Colorado will provide bicycle and safety equipment while students participate in a Bicycle Rodeo, which consists of stations that develop the students skills at crossing intersections, road hazard identification, right of way, controlling/stopping and signaling, and riding with traffic. This course will train students to maneuver their bicycle safely and responsibly while challenging them to make positive decisions while riding.

**Evaluation** – Bicycle Colorado will utilize the Safe Routes to School Student In-Class Tally sheet and the Parent Surveys in order to gather information from students and parents about the perceived risks that currently prevent them from walking or biking to school. The City of Golden will also be evaluating the current infrastructure in order to create a comprehensive plan to improve school sites and encourage bicycling and walking.

**Encouragement** – 1) Bicycle Colorado will work with the schools and their communities to facilitate Encouragement programs (Walking and Wheeling Week) in each of the schools to get the kids, teachers, and parents in the habit of biking and/or walking to school. Students will be encouraged to walk and/or bike for good health, a better environment, and to earn incentive prizes. Bicycle Colorado will hold two after school bicycling events at Bell Middle School to encourage students to pursue the sport of cycling and bicycle to and from school.

**Engineering** – Bicycle Colorado and the City of Golden will work with schools through the survey process to identify the physical barriers that currently exist that prevent students from enjoying a safe route to school. Bicycle Colorado will collaborate with teachers and administration to find immediate solutions to these barriers while assisting in the creation of a long term plan to address identified infrastructure deficiencies.

**Enforcement** – Bicycle Colorado will work with the Golden Police Department and School Safety Officers to raise awareness in the community toward bicycling and walking by increasing enforcement of traffic violations to deter unsafe behaviors of drivers, sending home informational fliers, and working with both paid and volunteer crossing guard.

**1b) How will it address the identified participation and safety problems in Section2?**

The program will address the issue of Stranger Danger by educating students, creating walking/biking school buses, and raising community awareness of the presence of children walking and biking to school. It will also use the surveys to generate a list of relevant issues to address and then educate students and parents about effective strategies for dealing with them.

**1c) How will you ensure parents will encourage the children to bicycle and/or walk?**

By using the parent survey to specifically address the main parental concerns through PTA meetings, send home fliers, and individual discussion. We will use volunteers to help organize walking and riding school buses from identified areas and get the kids, teachers, and community involved to support the school in their biking and walking.

**1d) Who will manage the project if different from the contact person? (See appendix for signed statement)**  
Maggie Thompson – Director of Education – Bicycle Colorado

**1e) Who are you going to target with your program?** The target group for this Safe Routes to School program is three fold. We will primarily target approximately 1000 K-6th graders from the two City of Golden elementary schools as well as 500 7-8th graders at Bell Middle. Also, teachers will be directly involved in classroom lessons/activities and participate in the bicycle safety course increasing their knowledge of bicycle safety in order to provide continued education. Finally, parents and surrounding community will be targeted through working closely with the PTA, and Safe Routes to School send home educational fliers.

**Section 2:**

**2a) What are the current risks and/or obstacles to walking and/or bicycling to from your school site(s)?**

Shelton Elementary School has a significant amount of paths leading from the surrounding neighborhoods to the school. Due to recent activity by a registered sex offender at a nearby park there is fear of strangers approaching children on their way to and from school. Mitchell Elementary has one major crossing that students within the walk boundary must cross and therefore many parents drive their children to school. Both elementary schools have pedestrian bridges over major roadways to help get children to schools safely but they are underutilized. Bell Middle School is located near retail and recreational facilities that students walk, bike, and skateboard to before and after school. There is a significant need to improve safety during these activities due to high traffic volumes.

**2b) Please provide other significant information such as crash data, traffic counts, speed limits, environmental factors, or other safety issues, as appropriate.**

The city of Golden has been participating in the Drive 25 Keep Kids Alive program as well as working to make the city more bicycle and pedestrian friendly. While infrastructure and signage have been improved significantly there is a need for a social change in order to increase the numbers of children bicycling and walking to school. Golden has a few high volume roadways, although traffic speeds are generally low. This community has a startling lack of environmental factors that would keep students from walking or bicycling and is a great candidate for a Safe Routes to School program.

**2c) Mitchell Elementary School: K-6, Student Population 538.** Student demographics: 85% Caucasian, 8% Hispanic, 6% Asian, 1% Other. The estimated number of students who walk is less than 75 and less than 10 ride a bike. The percentage of students living within two miles is 75%, 20% of students are bused to school. The percentage of students receiving free/reduced lunches is 10%. We believe that all 538 students would benefit from increased safety and education around bicycling.

**Shelton Elementary School – K-6, Student Population 430.** Student demographics: 81% Caucasian, 12% Hispanic, 7% Other.

The estimated number of students who walk is less than 200 and less than 30 ride a bike. The percentage of students living within two miles is 75% and approximately 25% of students are bused. The percentage of students receiving free/reduced lunches is 28%. We believe that all 430 students would benefit from increased safety and education around bicycling.

**Bell Middle School- 7-8th Grade:** Student population 540. The percentage of students living within two miles is 15% and approximately 85% of students are bused. The percentage of students receiving free/reduced lunches is 28%. We believe that all 540 students would benefit from increased safety and education around bicycling.

**2d) Describe any existing programs that educate or enhance walking to school.**

The Elementary Schools participate in International Walk to School day and the middle school currently does not have any bicycle or pedestrian safety programs.

**Section 3: Please describe your timeline from project start to finish.**

**3a)** The Golden Police Department's Safe Routes to School (SR2S) project will be ready to implementation for the 2008-2009 school year. All involved schools have taken part in a significant piece of the grant process, are aware of all components of the program and are enthusiastic to proceed. The timeline for SR2S is in place and would be completed by the end of the June of 2008. Plans are to begin the program within the first 3 weeks of school and be finished by mid October before the weather becomes too cold. We will resume in early April and finish in late May before school gets out for the summer. Bicycle Colorado is prepared to implement their bicycle safety curriculum in the fall of 2008. These are projected dates to guide the program pending the final school calendar release for 2008.

Date	Milestone
<b>August 1, 2008</b>	<b>Authorization to proceed</b>
August 2, 2008	Order bicycle safety course materials
August 25, 2008	First Day of School
August 26, 2008	Confirm dates of school presentations
September 1 <sup>st</sup> , 2008	Pre Observational Survey School #1
September 25th, 2007	School # 1 and PTA meeting completed
September 17, 2007	Post Observational Survey School # 1
September 24, 2007	Pre Observation Survey School # 2
October 5, 2007	School # 2 and PTA meeting completed
October 8, 2007	Post Observational Survey School #2
<b>November 1, 2007</b>	<b>All NEPA requirements completed</b>
December 24 – January 3, 2009	No Classes
January 3, 2009	Classes resume
March 18. 2009	Pre-Observational Survey School #5
March 28, 2009	School #5 PTA meeting completed

April 14, 2009	Pre Observational Survey School #3
April 25, 2009	School # 3 and PTA meeting completed
April 28, 2009	Post Observational Survey School # 3
June 15, 2009	Encouragement Programs Completed
June 30, 2010	<b>Last date for project completion and final report to CDOT</b>

**Section 4: Who are your partners – what collaborations have you created to ensure the success of your project?**

**4a). Participating organizations:**

Partners in this project include The Golden Police Department, Bicycle Colorado, and Jefferson County School District. While the Golden Police Department will be the lead agency of the project, the responsibilities of creating and implementing the program as well as the implementation of the Education, Encouragement, Enforcement, Engineering, and Evaluation aspects will all be executed by Bicycle Colorado. Each identified school is responsible for providing class time for bike and pedestrian education, working with Bicycle Colorado to spread encouragement school wide and providing meeting space and copies for the program. Bicycle Colorado will provide bicycles, signage, and supplies for the Bicycle training Course. Bicycle crash and injury data is analyzed by the City of Golden and will continue to be gathered for input into the evaluation component of this program. Bicyclist advocates and injury prevention specialists in Denver have worked closely over the last year to develop school based education, bicycle safety community events, motorist awareness, and introduce bicycle helmet legislation to encourage more children to bicycle for their health and the environment. The City of Golden will administer the grant. These community partners are committed to the promotion of bicycling and the reduction of injuries. Commitment to this project is reinforced through the attached letters of support from involved agencies.

**Section 5:**

**5a). Identify your project outcomes-**

1. Increase the number of children riding bicycles and walking to and from school
2. Conduct a pre/post program observational survey of student behaviors while walking to school (Helmets, walking bicycles across the street, crossing streets at designated cross walks)
3. Utilize parent survey results to identify main reasons for precluding their children from walking or biking to school  
in order to more accurately address the specific concerns of the community.
4. Educate and train over 1,500 City of Golden students the skills to safely bicycle and walk to school.
5. Use these newly discovered skills to increase their parents' trust and confidence in their child's ability to make  
safe and mature decisions when bicycling or walking to school.
6. Raise the number of children wearing helmets while riding bicycles to school.
7. Instill bicycle and walking safety knowledge while improving pedestrian habits that promote a lifetime of healthy and safe recreation.

**5b). How will you conduct pre-post-project surveys to indicate your outcomes?**

Most notably, we will use the Safe Routes to School data collection forms. By utilizing the Pre-survey forms we will be able to attain the statistics regarding student's habits walking and biking to school as well as parent's attitudes with respect to their children's safety. These forms will also help define student arrival and departure data on the weather, number of students, and mode of transportation to school (walk, bike, bus, family vehicle, car pool, transit and other). Bicycle Colorado Staff and volunteers will observe children as they arrive at school before and after the school participates in the program. This will be compared with data mined from the post-survey results in order to provide an accurate portrayal of the changes in walking/biking to school.

**5c) How are you going to work with your data after the project is completed?**

Both parent and student surveys will help us to better understanding the factors that affect whether parents allow their children to walk or bike to school. After analyzing the results we will further investigate these specific safety-related conditions along the routes to school and explore how to make improvements (supervision, signage, infrastructure, and lighting). Recommendations will be made to the principal, school district, traffic engineers, and police department. With input from the principal, teachers, students and parents, the Safe Routes to School program will be evaluated and improvement to the program suggested while obtaining additional sources of funding. In addition, the data collected through the National Center for Safe Routes to School surveys will be uploaded into the national database to assist in the collection of nationwide Safe Routes to School data.

**5d) What type of information sharing will you do as a follow-up to your project?**

Based on the outcome of the program, best practice suggestions will be made available in a final project report to partners such as the Colorado Department of Public Health and Environment, CDOT bicycle/pedestrian program, and the City of Golden, and the Jefferson County School District. It is the goal of the program to be a role-model evidence based practice program that can be replicated and implemented within any school district statewide. There are also opportunities to present the data by poster or podium presentation at the National Bike Summit and the National Safe Routes to School Conference.

***Applicants who are awarded contracts are required to collect and report information from pre and post evaluation surveys using the Safe Routes to School Student In-class Tally and Parent Surveys. The evaluations are reported directly to the National Center for Safe Routes to School (NCSRTS).***

***Along with the final invoice, the final accomplishment report must be submitted for processing. Final invoices will not be processed without the final accomplishment report. The final accomplishment report should be concise and answer the following six questions in this order:***

- 1) What are the accomplishments compared to the original objectives?***
- 2) Were all activities completed as scheduled?***
- 3) Were there any unanticipated proceedings that offset the project?***
- 4) Final cost of completing the project?***
- 5) Was there any third party performance?***
- 6) Is there other pertinent supporting data that was collected or created? Attach copies. Include the NCSRTS pre and post evaluation report.***

**Section 6:**

<b>External Personnel</b>				
Bicycle Colorado (\$50 per hour)				
In-class education K-8 for 3 schools: \$3,000 per school/60 hours each	\$9,000			\$9,000
Encouragement program:	\$5,000			\$5,000
One week program for all schools After school programs for Bell Parent and Community Outreach 40 hours of meetings and presentations	\$2,000			\$2,000
<b>Internal Personnel</b>				
City of Golden - Grant Administration		\$2,000		\$2,000
<b>Equipment and Supplies</b>				
Cones, signs and barricades as needed	\$2,000			
<b>Promotion/Advertising</b>				
Incentives for Walking and Wheeling to School Week	\$3,000			
Walk to School Week Banners x 3 (\$100 each)	\$300			\$300
Small Bike Incentive Materials (socks, blinkies, etc..)			\$200	\$200
<b>Printing</b>				
Parent Educational flyers English/Spanish	\$1,000			\$1,000
Bicycle Colorado Safe Routes to School Curriculum x 3 schools	\$300			\$300

## OPTION LETTER

Exhibit B

Date: \_\_\_\_\_ State Fiscal Year: \_\_\_\_\_ Option Letter No. \_\_\_\_\_

**SUBJECT:** *(Please indicate purpose by choosing one of the following)*

- 1 - Option to renew only (for an additional term)**
- 2 - Change in the amount of goods within current term**
- 3 - Change in amount of goods in conjunction with renewal for additional term**
- 4 - Level of service change within current term**
- 5- Level of service change in conjunction with renewal for additional term**

In accordance with Paragraph(s) \_\_\_\_\_ of contract routing number (FY) (Agency) (Routing #), between the State of Colorado, Department of/or Higher Ed Institution (agency name), (division name), and (contractor's name) the State hereby exercises the option for an additional term of (include performance period here) at a cost/price specified in Paragraph/Section/Provision \_\_\_\_\_, AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in Paragraph/Schedule/Exhibit

The amount of the current Fiscal Year contract value is increased/decreased by (\$ amount of change) to a new contract value of (\$ \_\_\_\_\_) to satisfy services/goods ordered under the contract for the current fiscal year (indicate Fiscal Year). The first sentence in Paragraph/Section/Provision \_\_\_\_\_ is hereby modified accordingly.

The total contract value to include all previous amendments, option letter(s), etc. is (\$ \_\_\_\_\_).

### APPROVALS:

#### State of Colorado:

Bill Ritter, Jr., Governor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Executive Director/College President]  
Colorado Department of/or Higher Ed Institution \_\_\_\_\_

### **ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

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

**State Controller**  
David J. McDermott, CPA

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

Effective: April 1, 2008



BILATERAL CHANGE ORDER LETTER

Exhibit   C  

Date: \_\_\_\_\_ State Fiscal Year: \_\_\_\_\_ Bilateral Change Order Letter No. \_\_\_\_\_

In accordance with Paragraph \_\_\_\_\_ of contract routing number (FY) (Agency) (Routing #) between the State of Colorado Department of Transportation (division) and (contractor's name) covering the period of (include performance period here) the undersigned agree that the supplies/services affected by this change letter are modified as follows:

**Choice #1: Services/Supplies**

Exhibit/Attachment \_\_\_\_\_, Schedule of Equipment for Maintenance or Schedule of Delivery, is amended by (adding/deleting) or (increasing/decreasing) the level of services. The term of this contract is hereby modified by (increasing/decreasing) the ending term date as appropriate to the change made above.

**Choice #2: Price/Cost**

The maximum amount payable by the State for (service/commodity) in Paragraph/Schedule/Exhibit/Attachment/Provision/Section \_\_\_\_\_ is (increased/decreased) by (\$ amount of change) to a new total of (\$\_\_\_\_) based on the unit pricing schedule in Exhibit/Attachment \_\_\_\_\_. The first sentence in Paragraph\_\_\_\_\_ is hereby modified accordingly.

The total contract value to include all previous amendments, change orders, etc. is (\$\_\_\_\_\_).

**Choice #3 No Cost Change**

The parties agree that the changes made herein are "no cost" changes and shall not be the basis for claims for adjustment to price, cost ceiling, delivery schedule, or other terms or conditions of the contract. The parties waive and release each other from any claims or demands for adjustment to the contract, including but not limited to price, cost, and schedule, whether based on costs of changed work or direct or indirect impacts on unchanged work.

[Include this sentence]: The effective date of this change order is upon approval of the State Controller or (date), 20 \_\_ whichever is later.

Please sign, date, and return all copies of this letter on or before \_\_\_\_\_ 20\_\_\_\_\_.

**APPROVALS:**

**Contractor Name:**

**State of Colorado:**

Bill Ritter, Jr. Governor

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

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

Name \_\_\_\_\_

For the Executive Director

Title \_\_\_\_\_

Colorado Department of Transportation

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

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**State Controller**

David J. McDermott, CPA

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

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

Effective: April 1, 2008





City of  
Golden

911 10<sup>TH</sup> ST. GOLDEN, CO 80401  
TEL: 303-384-8000  
FAX: 303-384-8001  
WWW.CITYOFGOLDEN.NET

October 15, 2008

Phillip Caldwell  
Contract Specialist  
Colorado Department of Transportation  
Division of Transportation Development  
4201 East Arkansas Avenue, Shumate Bldg.  
Denver, CO 80222

Subject: Safe Routes to School Contract


Dear Mr. Caldwell,

Enclosed are Four (4) copies of the Safe Routes to School Contract. The City's authorized representative, Michael C. Bestor, City Manager, has signed all four copies, and I have attested same.

Please return our fully executed copy to me and I will pass it on to the Police Chief, Bill Kilpatrick.

If you have any questions please call me on 303-384-8014.

Thank you,



Susan M. Brooks, MMC  
City Clerk

Enclosures  
2008 Safe Routes to School Contract (4)

# STATE OF COLORADO

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**DEPARTMENT OF TRANSPORTATION**

Division of Transportation Development  
4201 East Arkansas Avenue  
Shumate Building  
Denver, Colorado 80222  
(303) 757-9266



DATE: August 15, 2008

CHIEF BILL KILPATRICK  
GOLDEN POLICE DEPARTMENT  
911 10<sup>TH</sup> STREET  
GOLDEN, CO 80401

SUBJECT: **Safe Routes to School Contract**

Dear Chief Kilpatrick:

Thank you for your patience as we worked to complete the Safe Routes to School contracting for 2008. Attached are FOUR (4) copies of the Safe Routes to School contract.

Please have your authorized representative sign each copy at page 16 (with their signature attested to) and forward the four copies back to my attention at the above address so that the contracts can then be finalized. Once all parties have provided their signature, a fully executed copy will be sent to you along with the notice to proceed, complete with all signatures. You may make a copy of this contract to keep while the signature process takes place, however, all copies sent along with this letter must stay together throughout the entire process.

If you have any questions, please call me at 303.757.9756; or Lenore Bates at 303.757.9088.

Thank you,

Phillip Caldwell  
Contract Specialist  
Colorado Department of Transportation

Attached: 2008 Safe Routes to School Contract



City of  
**Golden**  
POLICE DEPARTMENT

911 Tenth Street, Golden, Colorado 80401  
Telephone: 303/384-8045  
Facsimile: 303/384-8036

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MEMORANDUM

2008-244

TO: Honorable Mayor and City Council

VIA: Mike Bestor, City Manager

FROM: Bill Kilpatrick, Chief of Police

DATE: September 11, 2008

SUBJECT: Safe Routes to School

The Golden Police Department is partnering with Bicycle Colorado and Jefferson County Schools to encourage students and parents to walk or bike to school by educating them about appropriate bike and pedestrian safety skills while promoting the use of existing infrastructure.

Bicycle Colorado will provide a comprehensive bicycle and pedestrian safety education and bicycle training course for K-8 students at Mitchell Elementary, Shelton Elementary and Bell Middle School. The kids will be taught the importance of bicycling for their health and environment, cause and effect of brain injury, how and why to correctly fit a bicycle helmet, how to perform a bicycle safety inspection prior to riding, rules of the road, bicycle handling skills and decision making skills to be a safe bicyclist. Students will be provided bicycle and safety equipment while participating in a Bicycle Rodeo which consists of stations that develop the student's skills at crossing intersections, road hazard identification, right of way, controlling/stopping and signaling and riding with traffic.

Additionally, the project will gather information from students and parents about the perceived risks that currently prevent them from riding or walking to school. Bicycle Colorado will work with the City of Golden and the schools to identify the physical barriers that currently exist which may prevent students from enjoying a safe route to school. And Bicycle Colorado will work with the police department to raise awareness in

the community toward bicycling and walking by increasing enforcement of traffic violations to deter unsafe behaviors of drivers, sending home informational fliers and working with crossing guards.

The contract grants \$22,600 from the Colorado Department of Transportation to undertake the aforementioned. The City of Golden has an in kind contribution of \$2,000 related to grant administration and \$200 for incentive materials.