

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2023 STRENGTHENING MOBILITY AND REVOLUTIONIZING  
TRANSPORTATION (SMART) GRANTS PROGRAM**

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

- (1) In this agreement, “General Terms and Conditions” means the content of the document titled “General Terms and Conditions Under the Fiscal Year Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program,” dated June 20, 2024, which is available at <https://www.transportation.gov/grants/smart/smart-terms-and-conditions-0>

Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

- (2) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (3) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SMART Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the SMART Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2**  
**APPLICATION, PROJECT, AND AWARD**

**FEDERAL AWARD IDENTIFICATION NUMBER:** 69A3552441014

- 1. Applicant**  
COLORADO DEPARTMENT OF TRANSPORTATION
- 2. Project Title**  
The Coordinated Adaptive Ramp Metering (CARM) Expansion
- 3. Award Amount**  
\$1,473,277.00
- 4. Period of Performance:**  
**Effective Date:** 07/01/2024      **End date:** 1/30/2026

**ARTICLE 3**  
**SUMMARY PROJECT INFORMATION**

**1. Statement of Work:**

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**2. Additional information:**

See Proposal and the FINAL Budget and Budget Justification documents, as provided by the Recipient and are located in the Supporting Docs folder in PRISM.

**ARTICLE 4  
RECIPIENT INFORMATION**

**1. Recipient's Unique Entity Identifier.**

[REDACTED]

**2. Recipient Contact(s).**

Name:

Title:

Phone:

Email:

**3. Recipient Key Personnel**

Name:

Title:

Phone:

Email:

**4. USDOT Project Contact(s).**

Thy H. Nguyen

Grants/Agreements Officer

202-875-0520

thy.nguyen@dot.gov

**ARTICLE 5**  
**USDOT ADMINISTRATIVE INFORMATION**

**5.1 Office for Subaward and Contract Authorization.**

- (a) USDOT Office for Subaward and Contract Authorization: Office of the Assistant Secretary for Research and Technology SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Awarding Office (AO) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

- (b) Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.
- (c) The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

**5.2 Reimbursement Requests**

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) or SF-270 (Outlay Report and Request for Reimbursement for Non-Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement in section 19.7(a) that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management  
US Department of Transportation,  
Office of Financial Management B-30, Room W93-431  
1200 New Jersey Avenue SE  
Washington DC 20590-0001

or

[DOTElectronicInvoicing@dot.gov](mailto:DOTElectronicInvoicing@dot.gov).

- (f) To seek reimbursement from DOT, the Recipient shall submit documentary evidence of all expenditures associated with the Grant Project (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a monthly basis. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Recipient, including invoices and proof of payment of the invoice. In seeking reimbursements, grant recipients must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of payment.

The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

**ARTICLE 6  
SPECIAL GRANT TERMS**

**6.1** SMART funds must be expended by the budget period end date as specified in Article 10.3 of the General Terms and Conditions.

**6.2** The Recipient should demonstrate compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act, and implementing regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. The Department's and the applicable Operating Administrations' Offices of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

**6.3** There are no other special grant requirements for this award.

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

**Baseline Measurement Date: Due 90 days after award**

**Baseline Report Date ('Evaluation Plan'): Due 90 days after award**

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency</b>
Safety and Reliability	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on emergency response and the safety of systems for pedestrians, bicyclists, and the broader traveling public	End of period of performance
Resiliency	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the reliability and resiliency of the transportation system including cybersecurity and climate change	End of period of performance
Equity and Access	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on connecting or expanding access to jobs, education, and essential services for underserved or disadvantaged populations	End of period of performance
Climate	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on congestion, air pollution, emissions, and energy efficiency	End of period of performance



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Partnerships	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the economic competitiveness and private sector investments or partnerships including technical and financial commitments	End of period of performance
Integration	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the integration of systems and the connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public	End of period of performance
Costs	Project Costs: Quantification of the cost of the proof-of-concept or prototype carried out using the grant (Stage 1)	End of period of performance
Costs	Project Costs: Quantification of the anticipated cost of at-scale implementation (Stage 2)	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and recommendations for future deployment strategies	End of period of performance

**ATTACHMENT B  
CHANGES FROM APPLICATION**

**INSTRUCTIONS FOR COMPLETING ATTACHMENT B:** Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

**Scope:**

**Schedule:**

**Budget:**

(Provide a Revised Budget and a Revised Budget Justification in this section)

## ATTACHMENT C

### CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

#### 1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked in the following table are accurate:

<input type="checkbox"/>	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

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<input type="checkbox"/>	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
<input type="checkbox"/>	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

**2. Supporting Narrative.**

(Recipient - Insert supporting text in last page, as described in the table above)

## ATTACHMENT D

### RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

#### 1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

<input type="checkbox"/>	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
<input type="checkbox"/>	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

#### 2. Supporting Narrative.

(Recipient- Insert supporting text in last page, as described in the table above.)

## ATTACHMENT E LABOR AND WORKFORCE

### 1. **Efforts to Support Good-Paying Jobs and Strong Labor Standards. Successful projects will also support the creation of good-paying jobs with the free and fair choice to join a union.**

As outlined in the Notice of Funding Opportunity, applicants are evaluated and selected based on criteria including the extent to which applicants identify the necessary planning and engagement activities that, as projects are fully implemented during Stage 2, will ensure high-quality job creation by supporting good-paying jobs with a free and fair choice to join a union, incorporating strong labor standards (e.g., wages and benefits at or above prevailing, use of project labor agreements, registered apprenticeship programs, pre-apprenticeships tied to 16 registered apprenticeships, etc.), and/or providing workforce opportunities for historically underrepresented groups (e.g., workforce development program, etc.). The table below enables The Recipient to demonstrate how this criteria is addressed.

The Recipient states that rows marked with “X” in the following table are accurate:

<input type="checkbox"/>	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>

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<input type="checkbox"/>	<p>The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i></p>
<input type="checkbox"/>	<p>The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i></p>
<input type="checkbox"/>	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> <li>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;</li> <li>b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color;</li> <li>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;</li> <li>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;</li> <li>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and</li> <li>f. maintaining robust anti-retaliation measures covering employees and contractors.</li> </ul> <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
<input type="checkbox"/>	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>

**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

<input type="checkbox"/>	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

**2. Supporting Narrative.**

**(Recipient- Insert supporting text in last page, as described in the table above.)**



**ATTACHMENT F**  
**CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with “X” in the following table are accurate:

<input type="checkbox"/>	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
<input type="checkbox"/>	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
<input type="checkbox"/>	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
<input type="checkbox"/>	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

**2. Supporting Narrative.**

(Recipient- Insert supporting text in last page as described in the table above.)

## **SUPPORTING TEXT FOR CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

## **SUPPORTING TEXT FOR RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

## **SUPPORTING TEXT FOR LABOR AND WORKFORCE**

## **SUPPORTING TEXT FOR CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**