AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Contract #2014-02-026; History Colorado, the Colorado Historical Society; Ohio City Town Hall Rehabilitation Project, Foundation Stabilization and Electrical Upgrades; 4/18/14 thru 4/18/16; $39,816

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: State of Colorado and Board of County Commissioners

Term Begins: 4/18/2014 **Term Ends:** 4/18/2016 **Grant Contract #:** 2014-02-026

Summary:
This contract memorializes the agreement between the State Historical Fund and Gunnison County for receipt of grants funds for he foundation stabilization and rehabilitation of the Ohio City Town Hall.

Fiscal Impact: $39,816 plus in-kind contribution tasks

Submitted by: Office of the County Attorney **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

There is a $39,816 cash match and a $25,568 In-kind match required. We will have to amend 2014 County budget. The 2013 projected budget included cash match up to $50,000. Since it remained unused, those funds could be "rolled forward" and reappropriated if approved.

Reviewed by: GUNCOUNTY1\bcowan Discharge Date: 3/27/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

ok db 3/27/14

Reviewed by: GUNCOUNTY1\dBaumgarten Discharge Date: 3/27/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 3/28/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 4/1/2014 Follow Up Agenda Date:

Revised April 2013

Form _____ (R 5/98)

Department or Agency Name
History Colorado, the Colorado Historical Society
Department or Agency Number
GCA
Routing Number
APPROVED WAIVER FORM **#37-E/ESMT**

CONTRACT #2014-02-026

THIS CONTRACT, Made this _____ day of _____, _____, by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or History Colorado, and the **Gunnison County, dba Gunnison Board County Commissioners, 200 East Virginia Avenue, Gunnison, Colorado 81230,** hereinafter referred to as the "Contractor",

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this Contract under Encumbrance Number _____ in Fund Number 401, Appropriation Account 401 and Organization SHFG; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, Article 12-47.1-1201 of the Colorado Revised Statues and Subsection (5) (b) (III) of Section 9 of Article XVIII of the state constitution, provide for the annual distribution of monies from the State Historical Fund; and

WHEREAS, the Contractor is eligible in accordance with law to receive a State Historical Fund preservation grant award for acquisition and development projects with cumulative grant awards of $50,000 and over; and

WHEREAS, this Contract (hereinafter "Contract" or "Agreement") sets forth the Scope of Work, Budget and List of Submittals, hereinafter referred to as the "Project"; and

WHEREAS, the Contractor is a public entity and the owner in fee simple of certain real property in Gunnison County, Colorado, which property has been listed in a listing of local landmarks as the Ohio City Town Hall located at 8503 County Road 76, Ohio City, Colorado, hereinafter referred to as the "Property," and which Property is more particularly described as follows:

Lot 24, Block 16, Roe's Addition to the Town of Ohio City, County of Gunnison, Colorado

NOW THEREFORE, it is hereby agreed that:

1. The Contractor shall use funds subject to this Contract in support of **Project #2014-02-026 "Foundation Stabilization and Electrical Upgrades"** in accordance with the *Scope of Work* attached hereto as Exhibit A, including all applicable plans and specifications developed prior to or during the contract period, which are hereby made a part of this Contract by reference.

2. APPLICABLE STANDARDS: The Contractor agrees that it will perform the activities and produce the deliverables listed in Exhibit C in accordance with the pertinent sections of the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation.* Contractor shall perform any and all survey activities and submittals in accordance with the Survey Manual and How to Complete Colorado Cultural Resource Inventory Forms, Volumes I and II, June 1998 (Revised December 2001) for any and all survey activities and projects (copies of which are available through History Colorado).

3. RIGHT OF USE: All copyrightable materials and/or submittals developed or produced under this contract are subject to a royalty-free, nonexclusive, and irrevocable license to History Colorado to reproduce, publish, display, perform, prepare derivative works or otherwise use, and authorize others to reproduce, publish, display, perform, prepare derivative works, or otherwise use, the work or works for History Colorado and/or State Historical Fund purposes.

4. **CONTRACT EFFECTIVE DATE: The term of this Contract shall be from April 18, 2014 through April 18, 2016.**

   The performance of the work must be commenced within sixty (60) days of the Contract beginning date unless a longer period is approved in writing by the State Historical Fund Administrator. The performance of the work *must* be completed no later than **thirty (30) days prior to the Contract ending date.**

5. COMPENSATION AND METHOD OF PAYMENT: In consideration of the project described in Exhibit A and subject to on time delivery of completion of the milestones contained in the *List of Submittals* set forth in Exhibit C, the State shall pay to the Contractor a grant not to exceed **one hundred nineteen thousand four hundred fifty dollars ($119,450.00).**

Unless otherwise specified in Exhibit C, the State shall advance forty-percent (40%) of the total grant amount, less Easement costs if applicable, upon proper execution of this contract and upon submission of a SHF Payment Request, fifty-percent (50%) will be paid to the Contractor upon submission and approval of the Interim *SHF Financial Report*. The remaining ten-percent (10%) of the grant amount shall be paid following Contractor's submission and the State's approval of the *Final SHF Financial Report* and *SHF Payment Request* Form *(Attachments 1 and 2)*. All payments are subject to the satisfactory completion of milestones described in Exhibit C **and submission by Contractor of either documented proof or certification of expenditures with each financial report.**

Expenditures incurred by the Contractor prior to execution of this Contract are not eligible expenditures for State reimbursement. If the Project involves matching funds the SHF may allow prior expenditures in furtherance of the *Scope of Work* to be counted as part of such matching funds.

6. EASEMENT: If required, in the sole discretion of the State, the provisions in the following paragraph are hereby incorporated into this agreement:

Easement Required: _____ Yes ___X___ No

_____ Initials/State

_____ Initials/Grantee

_____ Initials/Property Owner

a. Grantee shall place or cause to be placed on the property title a perpetual easement, which easement shall be transferred to an organization qualified to hold easements of this kind under Section 170(h)(3) of the Internal Revenue Code and Internal Revenue Service Regulations, Section 1.170A-14(c).

b. The easement shall, at a minimum, prohibit any alteration of the premises, which would affect the exterior appearance of the property unless first authorized by the easement holding organization with appropriate exceptions to permit routine maintenance. Other necessary language shall protect the interests of the easement holding organization in the event of damage to the property, and shall further require that the easement be transferred to a similar organization in the event that the selected organization becomes unable for any reason to perform its obligations pursuant to the easement agreement.

c. Grantee agrees that the easement form and any associated costs shall be subject to the approval of the State.

d. Subsequent to its transfer, this easement shall remain in place in accordance with the terms of the easement agreement, and no action taken by the State to recapture all or any portion of the grant award pursuant to paragraph 19 shall affect the status of the easement.

7. ACCOUNTING: At all times from the effective date of this Contract until completion of this Project, the Contractor shall maintain properly segregated books of State funds, matching funds, and other funds associated with this Project. All receipts and expenditures associated with said Project shall be documented in a detailed and specific manner, and shall accord with the *Budget* set forth in Exhibit B. Contractor may adjust budgeted expenditure amounts up to ten percent (10%) within said Budget without approval of the State and document the adjustments in the next financial report. Adjustments of budget expenditure amounts in excess of ten percent (10%) must be authorized by the State. In no event shall the State's total financial obligation exceed the amount shown in Paragraph 5 above. **Interest earned on funds advanced by the State shall be applied to eligible project expenditures, and will be deducted from the final payment.**

8. AUDIT: The State or its authorized representative shall have the right to inspect, examine, and audit Contractor's records, books, and accounts, including the right to hire an independent Certified Public Accountant of the State's choosing and at the State's expense to do so. Such discretionary audit may be called for at any time and for any reason from the effective date of this Contract until three (3) years after the date final payment for this Project is received by the Contractor provided that the audit is performed at a time convenient to the Contractor and during regular business hours.

9. PARTIES RELATIONSHIP: CONTRACTOR IS A GRANTEE AND NOT AN EMPLOYEE OR AGENT OF THE STATE. CONTRACTOR SHALL HAVE NO AUTHORITY, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS OR UNDERSTANDINGS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE. THE CONTRACTOR REPRESENTS THAT IT HAS OR SHALL SECURE AT ITS OWN EXPENSE ALL PERSONNEL BY THE CONTRACTOR UNDER THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING WORKMEN'S COMPENSATION COVERAGE AND UNEMPLOYMENT COMPENSATION COVERAGE FOR ALL OF ITS EMPLOYEES TO THE EXTENT REQUIRED BY LAW, AND FOR ENSURING THAT ALL SUBCONTRACTORS MAINTAIN SUCH INSURANCE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING. ALL OF THE SERVICES REQUIRED HEREUNDER SHALL BE PERFORMED BY THE CONTRACTOR OR UNDER ITS SUPERVISION.

10. REPRESENTATIVES AND NOTICES: All notices required to be given by the parties hereunder shall be given by certified or registered mail to the individuals at the addresses set forth below, who are also the designated representatives for the project. Any party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.

To the State:	Steve W. Turner Vice President OAHP and SHF/Deputy SHPO History Colorado 1200 Broadway Denver, Colorado 80203
To the Contractor:	Ms. Rachel Magruder Paralegal, Gunnison Co. Attorney's Office Gunnison County, dba Gunnison Board County Commissioners 200 East Virginia Avenue Gunnison, Colorado 81230

11. ADA COMPLIANCE: The Contractor assures the State that 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 upon which assurance the State relies. Further, all real property improvements shall conform to applicable ADA requirements.

12. DISSEMINATION OF ARCHAEOLOGICAL SITE LOCATIONS: Contractor agrees to provide History Colorado with copies of any archaeological surveys developed during the course of, or under a project financed either wholly or in part by History Colorado. Contractor agrees to otherwise restrict access to such archaeological surveys, as well as access to any other information concerning the nature and location of archaeological resources, in strict accordance with the provisions of History Colorado-Office of Archaeology and Historic Preservation, Dissemination of Cultural Resource; Policy and Procedures, adopted October 1991 (Revised Nov. 2002), a copy of which is available from History Colorado.

13. REPORTS: Contractor shall deliver project progress reports to the State every six (6) months during the project which document the progress of the Project, and *SHF Financial Reports* (Attachment 1) as described and at the times in the *List of Submittals* (Exhibit C).

14. MATCHING FUNDS: Contractor agrees to make available the necessary funds to complete the Project and provide matching funds, if applicable, in accordance with the Project Budget as set forth in Exhibit B. In the event that said matching funds become unavailable, the State may, in its sole discretion, reduce its total funding commitment to the Project in proportion to the reduction in matching funds.

    If the total funding set forth in the Project Budget is not expended on completion of the Project, the State may reduce its pro-rata share of the unexpended budget.

15. CONSULTANTS/SITE VISITS: The State may:
    a. Review any project planning documents and methods for conformity with the applicable standards, manuals, and guidelines;

    b. Make site visits as determined necessary by the State before, during and/or at the conclusion of the Project to provide on-site technical advice and to monitor progress.

    Any exercise of the State's rights under this Paragraph 15 shall not relieve the Contractor of any of its Contract obligations.

16. PUBLIC ACKNOWLEDGMENT OF FUNDING SOURCE: In all publications and similar materials funded under this Contract, a credit line shall be included that reads: "This project is/was paid for in part by a History Colorado - State Historical Fund grant." In addition, History Colorado reserves the right to require that the following sentence be included in any publication or similar material funded through this program: "The contents and opinions contained herein do not necessarily reflect the views or policies of History Colorado".

17. PRESERVATION OF PROPERTY: The Contractor hereby agrees to the following for a period of twenty (20) years commencing on the date of this Agreement.

    a. Without the express written permission of History Colorado, no construction, alteration, movement, relocation or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would alter the architectural appearance of the Property, adversely affect the structural soundness of the Property, or encroach on the open land area on the Property; provided, however, that the reconstruction, repair, or restoration of the Property, damage to which has resulted from casualty loss, deterioration, or wear and tear, shall be permitted subject to the prior written approval of History Colorado, provided that such reconstruction, repair, or restoration is performed according to the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, issued and as may from time to time be amended by the U.S. Secretary of the Interior, hereinafter collectively referred to as the "Standards". In all events, the Contractor further agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Property according to the Standards so as to prevent deterioration of the Property.

    b. In the event of severe damage or total destruction to the Property (defined, for the purpose of this Agreement, as sudden damage or loss caused by fire, earthquake, inclement weather, acts of the public enemy, riot or other similar casualty) not due to the fault of the Contractor this Agreement shall terminate as of the date of such damage or destruction.

    c. History Colorado, or a duly appointed representative of History Colorado, shall be permitted to inspect the Property at all

reasonable times in order to ascertain if the above conditions are being observed.

d. Within sixty (60) days prior to completion of this Contract, Contractor covenants and agrees that History Colorado will record this Contract with the County clerk and recorder for the county in which the property is located. Contractor further covenants and agrees that this Contract will constitute a binding covenant that will run with the land.

e. To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards, including costs, expenses, and attorneys fees incurred as a result of any act or omission by the property owner, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

f. The provisions of this Paragraph 17 will cease to be effective upon the conveyance of an approved easement if such is required pursuant to Paragraph 6 above.

18. REMEDIES: In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligation in this Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant, insufficient, incorrect, or improper performance, activities, or inaction by the Contractor. These remedial actions are as follows:

a. Suspend the Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or

b. Withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed in accordance with the *Standards*, the SHF Grants Manual and/or the terms and conditions of this Contract; and/or

c. Request the removal from work on the contract of employees or agents of the Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or

d. Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the Contractor cannot be performed, or if performed would be of no value to the State. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or

e. Declare all or part of the work ineligible for reimbursement; and/or

f. In the event of a violation of this Agreement, and in addition to any remedy now or hereafter provided by law, History Colorado may, following reasonable notice to the Contractor institute suit to enjoin said violation or to require the restoration of the Property to its condition at the time of this Agreement or condition at the time of the most recent satisfactory inspection by History Colorado. History Colorado shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

g. Terminate the contract for default.

19. CUMULATIVE EFFECT: The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.

20. TERMINATION OF CONTRACT FOR DEFAULT: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall, in addition to other remedies, thereupon have the right to terminate this Contract for default by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, products, submittals, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the State from the Contractor are determined.

21. TERMINATION BY STATE: The State may terminate this Contract at any time the State determines that the purposes of the distribution of State monies under the Contract would no longer be served by completion of the Project. The State shall effect such termination by giving written notice of termination to the Contractor 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 and other materials paid for with State funds shall, at the option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided, however, that if less than sixty percent (60%) of the project covered by this Contract has been completed upon the effective date of such termination, the Contractor 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 Contractor during the Contract period which are directly attributable to the uncompleted portion of the project covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 20 hereof relative to termination shall apply.

22. CHANGES: This Contract is intended as the complete integration of all understandings between the parties, at this time, and no prior or contemporaneous addition, deletion, or other amendment hereto, including an increase or decrease in the amount of monies to be paid to the Contractor, shall have any force or effect whatsoever, unless embodied in a written contract amendment incorporating such changes executed and approved pursuant to the State's Fiscal Rules. Notwithstanding this provision, modifications to Exhibit A (Scope of Work) and/or to Exhibit C (List of Submittals) may be approved by letter of agreement, agreed to in writing by all parties, providing that no such letter of agreement may alter either the total amount of funds payable under the contract, as set forth in Paragraph 5, or the contract period, as set forth in Paragraph 4, unless such changes are embodied in a written contract amendment executed and approved pursuant to the State's Fiscal Rules.

23. CONFLICT OF INTEREST: Contractor agrees not to engage in any conduct, activity, or transaction related to this contract which would constitute a conflict of interest under any applicable State or Federal law.

24. COMPLIANCE WITH APPLICABLE LAWS: At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.

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

26. BINDING ON SUCCESSORS: Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.

27. ASSIGNMENT: No party, nor any subcontractors hereto, may assign its rights or duties under this Contract without the prior written consent of the other parties.

28. SURVIVAL OF CERTAIN CONTRACT TERMS: Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance of compliance beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

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

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

31. STATEWIDE CONTRACT MANAGEMENT SYSTEM: If the maximum amount payable to Grantee under this Grant is $100,000 or greater, either on the Effective Date or at anytime thereafter, this §31 applies.

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

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

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

SPECIAL PROVISIONS

(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 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. **GOVERMENTAL IMMUNITY.**
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, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. **INDEPENDENT CONTRACTOR.**
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 deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.

5. **COMPLIANCE WITH LAW.**
Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. **CHOICE OF LAW.**
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

7. **BINDING ARBITRATION PROHIBITED.**
The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**
State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain 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 provision, the State may exercise any remedy available at law or in 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/CONFLICT OF 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. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employee any person having such known interests.

10. **VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.** ***[Not Applicable to intergovernmental contracts]***
Subject to CRS 24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS 39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. **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 shall 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.

12. **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 January 1, 2009
2nd Revision March 10, 2009

CONTRACT SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

***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:
(Grant Recipient)

Gunnison County, dba Gunnison Board County Commissioners
Legal Name of Contracting Entity

*Signature of Authorized Officer

Date

Print Name of Authorized Officer

Print Title of Authorized Officer

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR

BY: _____
Executive Director or Designee
Edward C. Nichols, President

History Colorado

Date: _____

Department of Higher Education

STATE HISTORICAL FUND

BY: _____
Director or Designee
Steve W. Turner, Vice President OAHP & SHF/Deputy SHPO

Date: _____

WAIVER CONTRACT REVIEWER

BY: _____
Contracts Officer or Designee
Susan Frawley, State Historical Fund

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that 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 performances or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

BY:_____
Joseph Bell
CHS, Vice President Finance, Facilities & Regional Museums

Date:_____

Revised September 26, 2013
\\chs-db\gifts\Document\20171428.doc
Approval/Easement: Contract E

Gunnison County, dba Gunnison Board County Commissioners **Exhibit A**
Foundation Stabilization and Electrical Upgrades of Ohio City Town Hall
Project #: 2014-02-026

Scope of Work

I. **Project Purpose:** The purpose of this project is to stabilize the foundation and upgrade the electrical system and interior finishes of the Ohio Town Hall located in the vicinity of Ohio City, Colorado.

II. **Scope of Work is as follows:**

A. Foundation Stabilization
1. Remove lower exterior metal and wood siding as necessary to access the foundation, saving the siding for reinstallation at end of project phase
2. Excavate and remove debris from southern coal storage bin and crawl space
3. Uninstall and repair crawl space access door, mount on a new wood frame
4. Lift building and demolish deteriorated foundation, leaving in place previously improved corner, with archaeological monitoring throughout excavation
5. Install small heavy timber retaining wall at crawl space access
6. Install new concrete foundation to below 30" frost depth and no higher than 8" above grade
7. Lower building, backfill and grade surrounding landscape to direct water away from building, ensuring that no more than 6" of the new foundation is visible above grade
8. Reinstall exterior metal and wood siding

B. Electrical System
1. Remove existing electrical
2. Install new electrical distribution system in wall cavities; this includes wiring, circuit breaker panel, outlets, and electrical boxes for lighting
3. Remove non-historic light fixtures and replace with period appropriate units
4. Remove non-historic ceiling fans and replace with period appropriate units
5. Install emergency lights and exit sign above entrance doors
6. Install new fire extinguisher cabinet in appropriate location
7. Install smoke and carbon monoxide detectors

C. Interior Stabilization
1. Remove historic ceiling tiles as needed to access attic cavity
2. Install gusset plates to reinforce roof trusses
3. Install threaded rods to reinforced trusses, extending to a new steel channel installed below the ceiling joists
4. Remove non-historic log columns and support beams
5. Reinstall historic ceiling tiles
6. Patch flooring with wood flooring to match extant historic flooring

D. Professional Services
1. Provide Existing Conditions Fieldwork
2. Develop Construction Documents (Drawings and Specifications)
3. Provide Engineer Consulting
4. Provide Project Management for Construction Implementation
5. Provide Bidding and Negotiation Assistance
6. Perform Archaeological Monitoring

Gunnison County, dba Gunnison Board County Commissioners **Exhibit B**
Foundation Stabilization and Electrical Upgrades of Ohio City Town Hall
Project #: 2014-02-026

PROJECT BUDGET

TASK	AMOUNT
A. Foundation Stabilization	$59,784
B. Electrical System	$18,010
C. Interior Stabilization	$19,920
E. Professional Services	
1. Archaeological Monitoring Services	$6,488
2. Architectural/Engineering Construction Administration	$6,010
D. General Conditions	
1. Contractor Overhead & Profit	$15,627
2. General Conditions	$16,005
3. Permits & Inspections	$5,400
Project Subtotal **	**$147,244**
Contingency ‡	*$12,022*
PROJECT TOTAL	**$159,266**
Grant Award (75%)	**$119,450**
Cash Match (25%)	**$ 39,816**

* Travel must be within SHF/State allowable rates ($.50/mile – mileage, $100/night – Hotel, $46/day – Per Diem)

** Grant payments will be based off ***Project Subtotal*** amount. Total payments will be Grant Award percentage of ***Project Subtotal*** up to a maximum of the Grant Award Amount.

‡ Contingency - Must receive written approval from SHF Staff prior to use.

H:\Contracts\2014\1402026 Exhibit B.docx

Gunnison County, dba Gunnison Board County Commissioners **Exhibit C**
Foundation Stabilization and Electrical Upgrades of Ohio City Town Hall
Project #: 2014-02-026

LIST OF SUBMITTALS

Project Reports

Project Reports	Due Date	Society Response
a. Payment Request Form (Attachment 1). Deliverables #1 – 6 below must be reviewed and approved before Advance payment is made.	N/A	Advance payment of grant award $33,130.
b. Progress Report # 1	June 1, 2014	Review*
c. Progress Report # 2	August 1, 2014	Review*
d. Progress Report # 3	October 1, 2014	Review*
e. Progress Report # 4	December 1, 2014	Review*
f. 1st Interim Financial Report (Attachment 1). Deliverables # 7 - 11 below must be reviewed and approved before 1st Interim payment is made.	December 15, 2014 **	Review & Approve. 1st Interim payment of grant award $33,130. †
g. Progress Report # 5	February 1, 2015	Review*
h. Progress Report # 6	April 1, 2015	Review*
i. Progress Report # 7	June 1, 2015	Review*
j. 2nd Interim Financial Report (Attachment 1). Deliverables # 12 - 14 below must be reviewed and approved before 2nd Interim payment is made.	June 15, 2015 **	Review & Approve. 2nd Interim payment of grant award $33,130. †
k. Progress Report # 8	August 1, 2015	Review*
l. Progress Report # 9	October 1, 2015	Review*
m. Progress Report # 10	December 1, 2015	Review*
n. Progress Report # 11	February 1, 2016	Review*
o. Final Financial Report (Attachment 1)	February 15, 2016 ***	Review & Approve. Final payment of grant award $11,043. †

*At the discretion of the SHF technical staff, progress reports may not receive a response.
** Interim financial report due date is a guideline. Please submit Interim financial report when 40% or more of advance has been expended and you are ready for the next payment.
† Payment may increase due to approval of contingency funds.
*** Final Payment is a reimbursement ONLY after all contractors have been paid.
Project period ends on April 18, 2016. All deliverables due on or before this date.

PROJECT DELIVERABLES

Submit the following Project Deliverables. Deliverables #1 – 11 due prior to commencement of treatments (construction):

Project Deliverables	Society Response
1. Initial Consultation with SHF Historic Preservation Specialist	Review/Comment and or Approve
2. Before/existing condition photos of areas affected by Scope of Work	Review/Comment and or Approve
3. Historical photos/documentation of areas to be treated	Review/Comment and or Approve
4. Consultant Resume: Architect	Review/Comment and or Approve
5. Consultant Resume: General Contractor	Review/Comment and or Approve
6. Consultant Resume: Archaeologist	Review/Comment and or Approve
7. Subcontract Certification: Architect	Review/Comment and or Approve
8. Subcontract Certification: General Contractor	Review/Comment and or Approve
9. Subcontractor Certification: Archaeologist	Review/Comment and or Approve
10. Construction Documents/Plans and Specifications	Review/Comment and or Approve
11. Pre Construction meeting with SHF Historic Preservation Specialist	Review/Comment and or Approve
12. Interim meeting with SHF Historic Preservation Specialist	Review/Comment and or Approve
13. OAHP Site/Archaeological Forms	Review/Comment and or Approve
14. Copy of Archaeological Report	Review/Comment and or Approve
15. After photos of areas affected by Scope of Work	Review/Comment and or Approve
16. End of Project Report	Review/Comment and or Approve

STATE HISTORICAL FUND

PAYMENT REQUEST AND FINANCIAL REPORT FORM (ATTACHMENT 1)

STEP 1) General Information:

Project # _____ Project Title: _____

Grant Recipient: _____ Grant Recipient Contact: _____

Instructions: Use this form to request a payment and report expenses for your project. Indicate the payment you are requesting by checking the box below. The Financial Report (Step 3) is not required to be completed when you are requesting an Advance Payment. Report payments (including your cash match) made to subcontractors and individuals for work on the project since your last payment request. Add Financial Report Totals at the bottom of the form. Include a completed Certification of Expenditures form when submitting an interim or final financial report.

Step 2) Payment Request: Check Only One Box

☐ Advance Payment ☐ 1st Interim Payment ☐ 2nd Interim Payment *(if applicable)* ☐ Final Payment ☐ Easement Payment

Guidelines: Work must begin within 2 weeks of receipt of an Advance Payment. Previously advanced funds must be substantially expended (40% or more) prior to receiving an Interim Payment. **Final payment is a reimbursement ONLY**. Please refer to Exhibit C of your contract for payment amounts and deliverables due before submitting a payment request. **Contingency funds will be added to payments based on prior approval**. Include a copy of the Easement Fee invoice when requesting an Easement Payment.

Step 3) Financial Report:

Award Amount	$	Award Ratio Grant Funds:	% / Cash Match:	%

PAYEE NAME	BUDGETED TASK *as listed in Exhibit B of Contract*	DATE PAID	WARRANT or CHECK #	AMOUNT **PAID**

I hereby certify that all expenses reported above have been PAID and that all of the information is correct and that any false or misrepresented information may require immediate repayment of any or all funds.

1st Interim Financial Report Total	
2nd Interim Financial Report Total	
Final Financial Report Total	
Project Total	

Step 4) Additional Information:

Estimate: Project is _____% Complete

Interest Earned: $_____

☐ Certification of Expenditures Form (COE) form included

Step 5) Signature:

_____

Grant Recipient/Project Director Signature Date

DO NOT WRITE IN THIS AREA

_____ Reviewed

_____ Quality Check

_____ Approved for Payment