AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Grant

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: State of Colorado and BOCC

Term Begins: February 15, 2017 **Term Ends:** 2/15/2019 **Grant Contract #:** 2017-01-021

Summary:

This contract is for a grant award in the amount of $97,427 from the State of Colorado for the interior and exterior rehabilitation of the Ohio City Town Hall.

Fiscal Impact: $30,000

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

Finance Review: (●) Required ( ) Not Required

Comments:
This is included in the 2017 adopted budget, no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 1/20/2017

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

Comments:
ok db 1/20/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 1/20/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 1/20/2017

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 1/24/2017

Revised April 2015

HISTORY Colorado

December 28, 2016

Ms. Rachel Magruder
Gunnison County, dba Gunnison Board County Commissioners
200 East Virginia Avenue
Gunnison, CO 81230

RE: Project # 2017-01-021
Interior and Exterior Rehabilitation of Ohio City Town Hall

Dear Ms. Magruder:

Enclosed please find three (3) copies of the Contract between the Colorado Historical Society and the Gunnison County, dba Gunnison Board County Commissioners pursuant to the State Historical Fund (SHF) grant award program. Be certain to read the Contract carefully and call if you have any questions. **Please review the enclosed contract signing instructions (green sheet) prior to signing the contracts.**

Return the original three (3) copies of the Contract to our office as soon as possible, but no later than January 24, 2017. Contracts received after this date will be void. Be certain that each original copy of the contract contains the following:

1. Original signature(s) for each party
2. Date(s) below signatures have been entered
3. Name of the signer(s) printed
4. Title of the signer(s) printed

Blank lines on the signature page will result in contracts being sent back for completion and could lead to delays in starting your project. When the Contract has been fully executed an original signature copy will be sent to you for your files.

In your contracting information email you informed the SHF that you would be participating in the National E-Verify.

Please keep in mind that no work on this project can begin (including entering into subcontracts) before the scheduled contract start date or until the contract is fully executed, whichever is later.

An advance payment can be processed once the SHF Payment Request and Financial Report Form (copy enclosed) is received. You may return the payment request form with the Contracts, and we will keep it on file to process once your Historic Preservation Specialist has approved the required project deliverables as stated on Exhibit C.

If you would like technical information or assistance regarding your project, please contact your SHF Historic Preservation Specialist Michael Owen at (720) 557-6991. If you have administrative or contractual questions, please contact Grant Staff: Contracts Officer, Susan Frawley at (303) 866-3043 or Contract Specialist Korbin Pugh at (303) 866-2797.

Sincerely,

Susan Frawley

Susan Frawley
Contracts Officer
STATE HISTORICAL FUND

KP

831d1290-5b2b-404c-8505-3e72b8edbbb4
Approval/Cover letter for Contracts requesting signatures

PLEASE REVIEW BEFORE SIGNING CONTRACTS

⊘ **DO NOT unstaple or separate** the contract. **(ORIGINAL 3 CONTRACTS MUST BE RETURNED)**

⊘ **DO NOT change, alter, or remove** any part of the contract. This includes the SHF Payment Request form attached to the contract. Use the loose form to complete and return for an advance payment.

⊘ **DO NOT fill in** the "date made" or "Encumbrance Number" on the first page of the contract.

CONTRACT

THIS CONTRACT, Made this _____ **day of** _____, _____, by and between the State of Colorado for the use and benefit of the Department of Higher Education, Colorado Historical Society, 1300 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or the Society, ...

...subsequent payment of this Contract under Encumbrance Number _____in Fund Number 401...

Obtain signatures and complete the requested information for the Contractor (grant recipient) on each copy of the contract. **Lines A, B, & C must be filled in, they can not be left blank. (See example below)** Blank lines will result in contracts being sent back for completion and could lead to delays in starting your project.

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)

Pikes Peak Library District
Legal Name of Contracting Entity

A *James J. Smith*
*Signature of Authorized Officer

B *July 30, 2012*
Date

C *James G Smith*
Print Name of Authorized Officer

Director
Print Title of Authorized Officer

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR

BY: _____
Executive Director or Designee
Steve W. Turner

History Colorado, the Colorado Historical Society

Date: _____

Department of Higher Education

STATE HISTORICAL FUND

BY: _____
Director or Designee
Cynthia D. Nieb, Director, State Historical Fund

Date: _____

WAIVER CONTRACT REVIEWER

BY: _____
Contract 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: _____
Michelle Zale
History Colorado, Controller

Date: _____

Revised, July 27, 2016
H:\Contracts Unit - Reference Documents\Placing Under Contract\Sample Signature Page GR.doc
Approval/Contract D

Page 1 of 1

✓ **A** Obtain the signature of the appropriate authorized officer. Be sure that the person signing the contract has the authority to enter into a contract on behalf of the grant recipient.

✓ **B** Write in the date the contract was signed by the appropriate authorized officer.

✓ **C** Print the name and title of the above signature.

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 #2017-01-021

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, State of Colorado

NOW THEREFORE, it is hereby agreed that:

1. The Contractor shall use funds subject to this Contract in support of **Project #2017-01-021 "Interior and Exterior Rehabilitation"** 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 February 15, 2017 through February 15, 2019.** 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 **ninety-seven thousand, four hundred twenty-seven dollars ($97,427.00).**

   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 Executive Director History Colorado 1200 Broadway Denver, Colorado 80203
To the Contractor:	Ms. Rachel Magruder Paralegal 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
Steve W Turner

History Colorado

Date: _____

Department of Higher Education

STATE HISTORICAL FUND

BY: _____
Director or Designee
Cynthia D. Nieb, Director, State Historical Fund

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:_____
Michelle Zale
History Colorado, Controller

Date:_____

Revised, July 15, 2016
af8efc98-6943-4dd7-9ef4-e0b472189dfb
Approval/Easement: Contract E

Gunnison County
Interior and Exterior Rehabilitation of Ohio City Town Hall
Project #: 2017-01-021

Exhibit A

SCOPE OF WORK

I. Project Purpose: The purpose of this project is the interior and exterior rehabilitation of the Ohio City Town Hall in Ohio City, Colorado.

II. Scope of Work is as follows:

A. Window and Door Rehabilitation
   1. Reconstruction of side windows
   2. Restoration of western side door
   3. Reconstruction of front entrance door
   4. Restore transom windows

B. Interior Rehabilitation
   1. Reinforce floor structure
   2. Install hardwood flooring, finishes
   3. Reinforce stage and steps
   4. Install heat shields at wood stove

C. Metal Siding Rehabilitation
   1. Realign metal panels
   2. Ventilate crawlspace
   3. Install metal base flashing
   4. Restore wood trim at corner and gable

D. Metal Ceiling Rehabilitation
   1. Administrative work for replica panels
   2. Remove and reinstall light fixtures
   3. Replace damaged/missing tiles

Gunnison County
Interior and Exterior Rehabilitation of Ohio City Town Hall
Project #: 2017-01-021

Exhibit B

PROJECT BUDGET

TASK	AMOUNT
A. Window and Door Rehabilitation	$17,611
B. Interior Rehabilitation	$49,168
C. Metal Siding Rehabilitation	$11,948
D. Metal Ceiling Rehabilitation	$20,625
Construction Subtotal	**$99,352**
E. General Conditions	$14,853
F. A/E Construction Administration	$6,930
G. Permits and Inspections	$1,750
Project Subtotal**	**$122,885**
Contingency†	*$9,935*
PROJECT TOTAL	**$132,820**
Grant Award (73.35%)	**$97,427**
Cash Match (26.65%)	**$35,393**

*Grant Administration cannot exceed 15% of the **Project Total**
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\2017\1701021 Exhibit B .docx

Gunnison County **Exhibit C**
Interior and Exterior Rehabilitation of Ohio City Town Hall
Project #: 2017-01-021

LIST OF SUBMITTALS

Project Reports

Project Reports	Due Date	Society Response
a. Advance Payment Request Form (Attachment 1). Deliverables #1 – 3 below must be reviewed and approved before Advance Payment is made.	N/A	Advance Payment of Grant Award: $36,056
b. Progress Report #1	March 1, 2017	Review*
c. Progress Report #2	June 1, 2017	Review*
d. Progress Report #3	September 1, 2017	Review*
e. Interim Financial Report (Attachment 1). Deliverables #4 - 12 below must be reviewed and approved before Interim Payment is made.	September 15, 2017**	Review & Approve. Interim Payment of Grant Award: $45,070†
f. Progress Report #4	December 1, 2017	Review*
g. Progress Report #5	March 1, 2018	Review*
h. Progress Report #6	June 1, 2018	Review*
i. Progress Report #7	September 1, 2018	Review*
j. Progress Report #8	December 1, 2018	Review*
k. Final Financial Report (Attachment 1).	December 15, 2018 ***	Review & Approve. Final Payment of Grant Award: $9,013†

* 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.

*** Final Payment is a reimbursement ONLY after all contractors have been paid.

†Payment may increase due to approval of contingency funds.

Project period ends on February 15, 2019. All deliverables are due 30 days before this date.

PROJECT DELIVERABLES

Submit the following Project Deliverables. Deliverables 1-9 are due before physical work begins.

Project Deliverables	Society Response
1. Initial Consultation with SHF 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. Subcontract Certification for Architect	Review: Comment and /or Approve
5. Subcontract Certification for General Contractor	Review: Comment and /or Approve
6. Consultant Resume for Architect	Review: Comment and /or Approve
7. Consultant Resume for General Contractor	Review: Comment and /or Approve
8. Construction Documents/Plans and Specifications	Review: Comment and /or Approve
9. Preconstruction meeting with SHF Historic Preservation Specialist	Review: Comment and /or Approve
10. Mock up of replica panels	Review: Comment and /or Approve
11. Copies of change orders	Review: Comment and /or Approve
12. Interim meeting with SHF Historic Preservation Specialist	Review Comment and /or Approve
13. After photos of area affected by Scope of Work	Review Comment and /or Approve
14. Documentation of professional/public outreach	Review Comment and /or Approve
15. End of Project report	Review Comment and /or Approve

STATE HISTORICAL FUND

PAYMENT REQUEST AND FINANCIAL REPORT FORM

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:

Please submit with original signature and date

_____

Grant Recipient/Project Director Signature Date

DO NOT WRITE IN THIS AREA

_____Reviewed

_____ Quality Check

_____Approved for Payment