AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract; Metcalf Archaeological Consultants

Action Requested: County Manager Signature

Parties to the Agreement: Metcalf Archaeological Consultants and Gunnison County

Term Begins: after signature **Term Ends:** **Grant Contract #:** CO 19 10002

Summary:

Contract for consultant to perform a survey of historic structures in the Crystal townsite via a grant from History Colorado (state).

Fiscal Impact: 0

Submitted by: Mike Pelletier **Submitter's Email Address:** mpelletier@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No cash match required. No concerns, ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/21/2019

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

Comments:
ok db 8/27/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/23/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/29/2019

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5 minutes

Agenda Date: 9/3/2019

Revised April 2015

To: Board of County Commissioners

From: Mike Pelletier, GIS Manager

Date: August 14, 2019

RE: Crystal Townsite historic survey contract

The Crystal Townsite is one of the more spectacular "ghost" towns in Gunnison County and is adjacent to the popular Crystal Mill. The owner of the mill and the majority of the townsite has expressed interest in historical preservation of the site and concern over the impacts of traffic through the area.

Through discussion with the State Historical Society, the Gunnison County Historic Preservation Commission, , largely through the work of member Jody Reeser, applied for a grant to perform detailed historic surveys within the Crystal Townsite in January of 2019. The State approved $17,451 for the project in March.

The Gunnison County Historic Preservation Commission has received the attached proposal from Metcalf Archaeological Consultants, Inc. The State Historical Society and Gunnison County Historic Preservation Commission are pleased with their proposal and recommend the Board of County Commissioners sign the contract.

Metcalf Archaeological Consultants, Inc.

Est. 1980

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (***"Agreement"***) is made and entered into between Gunnison County Board of County Commissioners, ("***Client"***) and Metcalf Archaeological Consultants, Inc., a Colorado Corporation ("***Metcalf***"), and is made effective as of 9/4/2019 (the ***"Effective Date"***).

- This Agreement and accompanying Statement of Work (***"SOW"***) dated June 27, 2019 (effective 9/4/2019) set forth the terms that will govern the relationship between Metcalf and the Client both for the Project and for any additional work that Metcalf may perform for the Client unless Metcalf and the Client mutually agree on different terms in writing.

- Metcalf, through its employees and third party contractors ("***Personnel***"), will provide the services (as modified pursuant to the terms of this Agreement, the "***Services***") described in the SOW document attached hereto , which has been agreed to and is subject to the terms and conditions of this Agreement. The SOW more fully describes the scope, duration, and fees for the Services to complete the project described therein (a "***Project***"). Changes to the SOW, including the scope and description of the Project and scheduling changes, may be made by the prior written mutual agreement of the parties thereto.

- Additional or new work requested by the Client not included in the original SOW will be described in and agreed upon via a Change Order (as defined below).

Project Assumptions

The SOW and fee estimate for Services described in this Agreement were developed under, and Metcalf's obligations under this Agreement are dependent upon, the following assumptions:

- The Client will secure access to the Project location for Personnel in writing and prior to initiation of fieldwork if access onto or through private or restricted land is necessary. Furthermore, the Client understands that Metcalf will not start working on the Project until the Project site is completely free from snow cover and any other substantial visibility-inhibiting factors, and is marked as necessary for Metcalf to perform the Services.

- The Client, and any governmental entity or agency with authority over the Project (each, an "***Applicable Governmental Entity***"), have, to the extent applicable, provided Metcalf accurate information regarding the scope of the Project, Project location, and the extent of the Services necessary to comply with applicable laws and regulations and the requirements of each appropriate Applicable Governmental Entity. Metcalf is not under

any obligation to conduct an independent investigation to verify the accuracy of the information the Client or the Applicable Government Entity has provided.

- To the extent applicable and necessary, the Applicable Governmental Entity will conduct all necessary Native American consultation in accordance with applicable law unless otherwise agreed to by the parties in writing.

- Unless otherwise specifically stated herein, the scope of the Services to be performed will not include the collection or curation of artifacts or repository fees.

- The services performed by Metcalf will be limited in time and scope by any law, regulation, decree or decision by an Applicable Governmental Entity, with any disputes over such limitations to be resolved by Client.

- See attached SOW dated June 27, 2019 for additional terms and assumptions.

These foregoing assumptions were developed from information Metcalf received from the Client and any Applicable Governmental Entity, from Metcalf's standard business practices, and from common practices in the industry. In the event that any of these assumptions change or prove to be untrue, Metcalf reserves the right to notify the Client of such changed circumstance and propose a Change Order describing the new, limited, or additional Services to be performed and the estimate of fees associated with the new SOW. The Change Order shall be deemed acceptable to the Client and shall modify this Agreement unless the Client notifies Metcalf in writing within fourteen (14) days of receipt that the proposal and fee estimate are unacceptable. If the Client provides such notice to Metcalf, then Metcalf may terminate this Agreement by providing written notice thereof to the Client within fourteen (14) days of receiving the Client's notice of non-acceptance.

Terms and Conditions

This Agreement and the performance of any Services by Metcalf for the Client in accordance with this Agreement or otherwise (unless such Services are specifically governed by a separate agreement), will be governed by the following terms and conditions:

1. ***Invoicing and Payment***. Metcalf will send the Client invoices on a monthly basis for Services performed, plus expenses. Metcalf's fees will be determined as described herein or in an applicable Change Order (as defined below). Invoices are due and payable within *thirty* (30) days from receipt. Invoices unpaid after ___N/A_____ (____) days will bear interest at the lesser of ___N/A_____ percent (__N/A____ %) per annum or the maximum amount permitted by applicable law.

2. ***Additional Services and Change Orders***. Metcalf shall be responsible for performing only those Services specifically described herein. Metcalf and the Client may mutually agree to change the scope of the Services described in this Agreement or may mutually agree that Metcalf will perform additional Services for the Client. In such case Metcalf and the Client shall both execute a change order on Metcalf's standard form (each, a "***Change Order***"). In the event that unforeseen circumstances arise in the performance of Services, necessitating the performance of additional or alternative services, Metcalf shall not be obligated to perform such

additional or alternative services unless and until a Change Order is executed. If Metcalf determines, at any time, that it is necessary to make a material change to the nature, time, fees, or extent of the proposed Services, Metcalf will notify the Client of such change. Metcalf will not make any such change or perform any such Services, however, until a Change Order is executed, unless an emergency situation, applicable law, or an Applicable Governmental Entity requires such a change, in which case the Client agrees to compensate Metcalf for such additional Services performed at Metcalf's standard rates. Any Change Order executed between Metcalf and the Client shall automatically be incorporated into, and shall modify (only to the limited extent expressly set forth in the Change Order) the terms of, this Agreement.

3. ***No Guarantees***. Nothing in this Agreement and nothing in Metcalf's statements to the Client will be construed as a guarantee or promise about the outcome of Services Metcalf performs for the Client or any part of such Services. Metcalf's comments about the outcome of the Services are expressions of opinion only. The Client acknowledges that Metcalf is an independent consulting firm providing scientific survey and analysis, and Metcalf is not an advocacy firm. Metcalf may present the results of its investigations to any Applicable Governmental Entity for its review and acceptance. All findings presented by Metcalf to an Applicable Governmental Entity will be in the form of recommendations, and Metcalf makes no guarantees as to whether such Applicable Governmental Entity will accept or adopt such recommendations. Furthermore, except as otherwise specifically stated in this Agreement or a Change Order, fees, costs and schedules stated in this Agreement or a Change Order constitute Metcalf's estimated cost and time for the proposed Services. The estimated price shall not be deemed to be a guaranteed maximum or a not-to-exceed price for performing the Services.

4. ***Compliance with Law***. The Services Metcalf performs are regulated by federal and/or state laws and regulations. Most of Metcalf's work is conducted pursuant to permits issued by various governmental agencies. Metcalf is required by law to comply with the terms of these permits and applicable laws and regulations (collectively, "***Governing Rules***"). These Governing Rules may affect both the scope of the work Metcalf performs and Metcalf's ability to share the results of that work. As a result, Metcalf may be required to meet certain obligations or perform certain services in connection with the Project, regardless of whether the Client has specifically requested that Metcalf take such action. In addition, Metcalf may be prohibited from sharing with the Client the results of its findings or portions of the work product that Metcalf creates in connection with the Project. Specifically, the Client acknowledges that Metcalf will not be able to tell the Client the location of archaeological and historical sites and artifacts on the applicable property unless Metcalf receives authorization to share such information from the Applicable Governmental Entity. Notwithstanding any other provision in this Agreement or any applicable Change Order, Metcalf will comply with the Governing Rules, and the Governing Rules will take precedence over the terms of this Agreement and any applicable Change Order.

5. ***Termination***. Either party may terminate this Agreement and any applicable Change Order for any reason or no reason upon thirty (30) days' written notice to the other party. In addition, either party may terminate this Agreement immediately upon written notice to the other party in the event of a material breach of this Agreement by the other party. Notwithstanding the foregoing, the Client acknowledges that in the event that Metcalf is required to perform additional Services, or continue to perform previously agreed upon Services, as a result of Governing Rules or by any Applicable Governmental Entity, this Agreement shall

continue with respect to such Services until such Services are completed. Upon termination of this Agreement, the Client shall immediately pay Metcalf all amounts owed for Services performed up to and including the date of termination and for any Services Metcalf is required to perform in connection with the Project after the date of termination by any Applicable Governmental Entity or by the Governing Rules.

6. ***Confidentiality***. For the purposes of this Agreement, the term "***Confidential Information***" means certain knowledge and information, developed by the disclosing party and not generally known in the industry which provides the disclosing party with a substantial competitive advantage, including without limitation, technology, research designs, formulas, know-how (including, without limitation, copyrightable, patentable or trade secret information), forecasts, rate information, sales and/or operational methods, methods, customer lists, customer usages and requirements, financial statements and other financial information, information regarding affiliated companies, strategy, products, business and services and all other confidential information, and/or data. The term "***Confidential Information***" does not include any information which (i) at the time of disclosure is generally available to and known by the public (other than as a result of disclosure or misconduct directly or indirectly by receiving party), (ii) was available to receiving party on a non-confidential basis from either disclosing party or a source other than disclosing party, provided that such source was or is not bound by a confidentiality agreement with disclosing party and did not become known to the receiving party through or as a result of access to any information related to the disclosing party, or (iii) has been independently developed by receiving party without violation of any of its obligations under this Agreement.

Neither party shall ever, at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever (except for such party's legal and financial advisors) or use, directly or indirectly, for its own benefit or for the benefit of any person, firm, corporation or other entity other than as specifically permitted by this Agreement, any of the Confidential Information of the disclosing party. Each party shall only disclose the other party's Confidential Information to those of its employees and agents who have a legitimate need to know such information solely in connection with such party's rights and obligations this Agreement, and shall ensure that such employees and agents comply with the terms of this Agreement.

Notwithstanding the foregoing, Metcalf reserves the right to use information and data acquired during performance of the Services in connection with academic presentations and for other non-commercial purposes. Metcalf will notify the Client of the use of this information and data prior to using such information and, if so requested in writing, Metcalf will remove all information specifically identifying the Client or the Project. However, Metcalf cannot guarantee that persons familiar with the Client's business or the Project will not deduce the Client's identity or the identity of the Project. In addition, the Client agrees that Metcalf may refer to the Client as one of Metcalf's clients. In addition, there is excepted from the disclosure restrictions referred to above, information and documents Metcalf is required by its applicable licenses or by rule, regulation, or law to file with government agencies, educational institutions, or museums, or to produce in legal proceedings.

7. ***Intellectual Property***. For purposes of this section, "Intellectual Property Rights" means any and all of the following rights, whether existing now or in the future, tangible or intangible, arising under contractual agreement or by the common or statutory law of any domestic or foreign jurisdiction: (a) all rights associated with works of authorship throughout the world, including but not limited to copyrights, work-for-hire rights, moral rights, and mask-work rights; (b) trademark and trade name rights, domain registrations and similar rights relating to the establishment or exploitation of commercial good will; (c) trade secret rights; (d) patent rights; (e) all other intellectual property rights not specified above recognized in any domestic or foreign jurisdiction; (f) all rights to license, sell, rent, pledge or otherwise exploit such rights; (g) all rights to prosecute, obtain, maintain, register, renew, perfect, enforce and preserve any of the foregoing rights; and (h) any applications and registrations for any of the foregoing and the goodwill associated with each, and "***Intellectual Property***" means ideas, processes, trademarks and service marks, trade secrets, copyrights, patents, software, inventions, discoveries, processes, other intellectual property and improvements to any of the foregoing.

To the extent explicitly set forth in any applicable SOW, Client shall own all right, title and interest to all Intellectual Property that Metcalf creates exclusively for Client pursuant to the terms of this Agreement Notwithstanding anything to the contrary set forth in this Agreement, Client acknowledges and agrees that in the performance of the Services, Metcalf may utilize general know-how and prior Intellectual Property of Metcalf which is used or useable in connection with the providing of deliverables and Services by Metcalf to other persons, firms and entities. Accordingly, Client acknowledges and agrees that Metcalf may use all such know-how and prior Intellectual Property in connection with the providing of deliverables and Services to others. Further, Client acknowledges and agrees that all Intellectual Property Rights in such general know-how and prior Intellectual Property (collectively "Metcalf IP") shall continue to vest solely and exclusively in Metcalf. Metcalf also retains sole and exclusive ownership to any improvements, modifications or derivative works made to or from Metcalf IP in the course of performing Services under this Agreement.

In the event any Metcalf IP is embedded into the Services or deliverables, Metcalf grants to Client a non-exclusive, non-assignable, non-sublicensable, limited license to use such Metcalf IP solely to enable Client's use of such deliverables or Services. Client shall keep all Intellectual Property delivered by Metcalf to Client, including Metcalf IP, confidential and shall not disclose such Intellectual Property, in whole or in part, to any third party, or use any Intellectual Property for any purpose not specifically permitted by this Agreement without the prior written consent of the Company.

8. ***Unforeseen Events***. Metcalf shall not be responsible for failing to perform, or for any delay in performance of, any Services when such performance is commercially impossible or impracticable as a result of acts of God, weather events, war, acts of terrorism or civil unrest, strikes, or shortages; enactment, promulgation or issuance of any laws, regulations, orders or decrees of any competent governmental, regulatory or judicial authority; or any other causes beyond Metcalf's reasonable control including, without limitation, the Client's or an Applicable Governmental Entity's actions or omissions.

9. ***No Third Party Beneficiaries***. Neither this Agreement nor any Change Order shall grant any third party (except for an Applicable Governmental Entity) any benefit, right or

remedy hereunder. Unless otherwise stated herein, no third party (except for an Applicable Governmental Entity) shall be entitled to rely on the Services performed for the Client by Metcalf or any reports or work product created in connection with such Services. If the Client or an Applicable Governmental Entity provides such a report or work product to a third party, or uses such a report or work product other than as contemplated in this Agreement, the Client or the Applicable Governmental Entity does so at its own risk. The Client agrees to indemnify and hold Metcalf harmless from and against any Claims resulting from such actions.

10. ***Miscellaneous***. This Agreement is the final integration of the agreement between the parties with respect to the matters covered by it and supersedes any prior understandings or agreements, oral or written, with respect thereto. The provisions of this Agreement shall inure to the benefit of, and be binding on, the parties and their successors, assigns, employees, legal representatives, heirs, distributees, and transferees. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts to be performed solely within Colorado. This Agreement may not be amended or supplemented except by written instrument signed by both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any other default or breach thereof or of any other agreement or provision herein contained. If any provision or portion of a provision of this Agreement is declared void and/or unenforceable, such provision or portion shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect. In the event any suit or other action is commenced to construe or enforce any provision of this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and court costs, in addition to all other relief to which such party shall be entitled. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. A facsimile or other electronic copy of a signature on this Agreement shall be acceptable as and deemed to be an original signature.

IN WITNESS WHEREOF, Client and Metcalf have executed this Agreement effective as of the Effective Date.

Gunnison County Board of County Commissioners
Gunnison County, 200 E. Virginia Avenue, Gunnison, CO 81230

By: _____
Name: _____
Title: _____

Metcalf Archaeological Consultants, Inc.

By: _____
Name: Kimberly Kintz
Title: Operations Manager/VP

STATEMENT OF WORK (SOW)

SCOPE OF WORK AND PROPOSAL

Architectural Inventory of the Crystal Townsite for the Gunnison County Historical Commission, Gunnison County, Colorado

Photos courtesy of Gunnison County Historical Preservation Commission

Submitted to
Gunnison County Historical Commission
Gunnison County, 200 E. Virginia Avenue,
Gunnison, CO 81230

Submitted by
Metcalf Archaeological Consultants, Inc.

Metcalf Archaeological Consultants, Inc.

Est. 1980

TABLE OF CONTENTS

INTRODUCTION TO METCALF ARCHAEOLOGICAL CONSULTANTS, INC. 1
PROJECT DESCRIPTION 2
SERVICES TO BE PERFORMED 2
Literature Review and Archival Research *2*
Field Inventory *3*
Reporting *4*
SCHEDULE 4
PROJECT COSTS 5
PROJECT ASSUMPTIONS 5
TECHNICAL CAPABILITIES 5
KEY PERSONNEL 6
Emily Sakariassen, M.S. - Architectural Historian *6*
Natasha Krasnow - Historical archaeologist *7*
Kelly Pool, M.A- Principal Investigator *8*
Melissa Elkins, M.A- Project Manager *8*
PAST PERFORMANCE 8
CONCLUSION 12
REFERENCES 12
APPENDIX A: VITA FOR KEY PERSONNEL 13

INTRODUCTION TO METCALF ARCHAEOLOGICAL CONSULTANTS, INC.

For more than 35 years, Metcalf Archaeological Consultants, Inc. (Metcalf), a 100% employee-owned company, has provided the full range of cultural resource services for a diverse group of clients. Founded in 1980, we are specialists on the Colorado Plateau, Great Basin, Wyoming Basin, Rocky Mountains, Northern and Central Plains. Our main office locations are in Golden, Colorado, and Bismarck, North Dakota, with field offices in Eagle and Grand Junction, Colorado; Bozeman, Montana, and Salt Lake City, Utah. These locations reflect our areas of specialty and knowledge.

Throughout the company's history, our team of professional archaeologists, geoarchaeologists, and architectural historians has fostered strong working relationships with federal, state, tribal, and local agencies. We apply that depth of knowledge and experience to create value for our clients on every project.

Our project managers average 20 years experience and meet or exceed the Secretary of the Interior's Qualifications standards and the qualification standards of the states within which we work. We maintain, or acquire as needed, permits from state and federal land managing agencies within our service areas.

Key to successful cultural resource projects is an understanding of the project or undertaking and a complete understanding of our client's desired outcome. Our mission is simple. We provide exceptional service and expert solutions in cultural resource management while furthering the profession's goal of understanding our nation's cultural and historical heritage.

Metcalf Archaeological Consultants, Inc., is pleased to offer this scope of work and cost proposal for completing **an architectural inventory and cultural resource survey within the historic Crystal Townsite for the Gunnison County Historical Commission.** If awarded this project, Metcalf would utilize our staff Architectural Historian, Emily Sakariassen as well as Historical Archaeologist Natasha Krasnow to record up to fifteen historic buildings in the Crystal Townsite and to complete a cultural resource inventory report. Metcalf has a great deal of relevant Class III cultural resource inventory and historic building assessment experience in Colorado, Montana, and North Dakota.

PROJECT DESCRIPTION

This project entails the comprehensive historic structure assessment of up to 15 historic buildings within the historic Crystal Townsite which also consists of a mill and mine dating to the 1880s and 1890s. This work would be completed for the Gunnison County Historical Preservation Commission under a State Historical Fund grant.

The Crystal Townsite is located approximately 10 miles from Marble, Colorado in the Elk Mountain Range on privately owned lands in Gunnison County, Colorado. It has been previously recorded as site 5GN1332, but the original site form is lacking specific detail and appropriate eligibility evaluations. We understand that the buildings will require intensive survey and field documentation using State of Colorado Architectural Inventory forms. We further understand that the evaluation of standing structures for National Register of Historic Places eligibility and the subsequent technical report of the results must meet standards set in historic preservation laws and be approved by the Colorado Office of Archaeology and Historic Preservation (OAHP), History Colorado. Each building will be inventoried, photographed, and evaluated for historical significance and integrity. Field documentation and evaluation of the 15 properties selected for intensive survey will require in-depth historical and contextual research, assessment of integrity, and application of the four Criteria for Evaluation (A through D), and subsequent Criteria Considerations found in 36 CFR Part 60. The findings will be presented in a technical report which will address specific information about the recorded historic buildings, their historical context and significance, as well as their contribution to the townsite as a whole and its historic district potential. The report will be submitted for approval by Gunnison County and the Office of Archaeology and Historic Preservation (OAHP).

All work performed by Metcalf will adhere to the guidelines specified by the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archaeology and in the Colorado Cultural Resource Survey Manual for the completion of inventories and associated reports. All Metcalf personnel who work on this project will meet the professional qualification standards set forth in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.

SERVICES TO BE PERFORMED

The Crystal Townsite survey will involve three phases:

1) Literature Review and Archival Research
2) Field Inventory
3) Reporting

LITERATURE REVIEW AND ARCHIVAL RESEARCH

Prior to beginning fieldwork, Metcalf will conduct necessary preliminary research including a review of existing historic documentation in the project area, relevant survey and stabilization reports, and any documentation specific to the Crystal Townsite. This background research will provide a basic knowledge of the area as well as results of previously conducted work. We currently have on file the site form for the townsite (5GN1332) and photographs provided to us by Gunnison County. Metcalf will obtain all necessary documentation from OAHP as well as available GIS locational data.

Archival research will, at minimum, include a search of historic General Land Office and topographic maps and aerial imagery, a review of county tax records and deed searches in the Gunnison County Assessor's office and Office of the Clerk and Recorder. Property owners and former residents may also be consulted for further property information. Sanborn insurance maps available online and at the Gunnison County Public Library in Gunnison will also be consulted. Local museums, historic newspapers, and the Denver Public Library archives may also be utilized for additional research.

Each individual building recorded during intensive survey will be researched to obtain specific information about the construction date, chain of ownership and occupation, and history of use. We understand historical research is necessary to establish an area and period of significance by which to evaluate the potential significance of the buildings and their contribution to the significance of the Crystal Townsite as a whole. In order to adequately evaluate the select cultural resources, Metcalf staff will consult relevant primary and secondary source materials as well as state developed contexts, web guides, and National Register documents.

FIELD INVENTORY

Metcalf proposes to conduct a comprehensive intensive-level survey of the 15 identified buildings and cultural resource inventory of the areas immediately surrounding them within the Crystal Townsite. The inventory will conform to the guidelines contained in Colorado Cultural Resource Survey Manual: Guidelines for Identification (OAHP 2007). Work will take place by Metcalf's project director Kelly Pool and staff archaeologist, Natasha Krasnow, with the supervision of architectural historian, Emily Sakariassen. Metcalf will record properties using a combination of the Colorado Office of Archaeology and Historic Preservation (OAHP) reconnaissance survey forms and State of Colorado Architectural Inventory forms, as needed (OAHP forms 1403 and 1417). In addition, Metcalf will complete an Ancillary form for each auxiliary building if they are encountered on site. On-site documentation will include, at minimum, locational information, written descriptions of each feature, dates of construction, historic associations and/or contexts, and an assessment of each of the seven aspects of integrity. Metcalf will include a preliminary evaluation of eligibility following criteria established in 36 CFR 60 and the guidelines provided in National Register Bulletin 15, How to Apply the National Register Criteria for Evaluation. Justification for the eligibility or ineligibility of a location will be discussed in the technical report with reference to the four Criteria for Evaluation (A through D), seven Criteria Considerations (A through G), and seven aspects of integrity. The site area will be mapped and photographed in detail. Metcalf staff will use hand-held Trimble GPS units with sub-meter accuracy to map locations of individual architectural features and generate site-specific boundaries. Field personnel will take GPS points at the corners of each building for the purpose of identification. Field personnel will keep detailed field notes and photographic logs. These will include the date, subject description, photographer and direction of photographs taken and the complete project reference.

REPORTING

Relevant site information, National Register eligibility, site history, and context will be compiled by Metcalf in a comprehensive technical report for submission and approval by the Gunnison County Historical Commission and OAHP. The final report will include a cover page, abstract, table of contents, list of figures, list of tables, introduction, project background, site description, historic context, and National Register eligibility evaluations. Completed State Architectural Inventory forms will be included in the final set of deliverables, as will a complete set of digital and historical photographs, maps and field sketches for each building.

To achieve quality control and assurance at Metcalf, the Crystal Townsite report will go through intensive review prior to submittal by Metcalf's architectural historian, project director, and project manager. Review will ensure the report satisfies the requirements of the OAHP and that the report displays technical competence, and that the report is grammatically sound and put together in a manner consistent with the project.

If Metcalf receives any comments from the Gunnison County Historical Commission or the OAHP on the draft technical report, we will make any necessary edits and submit a final hard copy. Metcalf strives to meet or surpass the expectations of the project proponents and partners we provide our services to. We will work closely with Gunnison County to meet all necessary deadlines.

SCHEDULE

Metcalf fully understands the need for completing projects on time and within the budget. In all of the previous projects cited in our past performance, the company has met or exceeded scheduling and budget demands. Because Metcalf maintains permitted staff in our Eagle and Grand Junction offices, our project response time can be immediate and costs for field mobilization are minimized.

The key personnel listed below in this proposal would be dedicated to work on the project until its completion. It will be met by prompt attention to all project tasks as soon as a notice-to-proceed and executed contract is received. Metcalf anticipates working closely with Gunnison County to address questions, provide progress updates, and avoid unexpected delays at all times.

Upon notice to proceed (NTP) and a signed contract, Metcalf can initiate Task 1 (Archival Research) immediately. Per the statement of work, fieldwork should take place between June and September. We understand the constraints of high elevation fieldwork and the need to complete survey before snowfall. We could easily schedule a week for this fieldwork as soon as possible, likely within August to when weather and conditions are favorable. The months of February and March, 2019, are listed in the scope of work for submittal and review of the cultural resource survey report, and final review by OAHP in April and May of 2019. Metcalf can easily meet this deadline for reporting.

PROJECT COSTS

Our not-to-exceed estimate to complete the comprehensive Crystal Townsite survey (fieldwork, archival research, and reporting) is **$10,999.00.** This estimate reflects a percentage of donated labor as well as discounted or absorbed expenses as Metcalf firmly believes in supporting grant-funded preservation projects. Rates include a discounted labor cost from our standard billing rate, and reduction of some of our staff travel, field, and office time. In addition, we will waive the $85 per day Trimble Geo XT GPS fee to provide cost savings to Gunnison County. If scheduling and availability permit, our crew will stay in a cabin on-site offered by Crystal Mountain Ranch to increase efficiency and to reduce mobilization time and costs; otherwise our crew will camp nearby.

PROJECT ASSUMPTIONS

This proposal, including the scope of work and budget, is predicated on several assumptions:

General Assumptions

- The cost and scope is based on information provided by Jody Reeser of J Reeser Architect LLC on behalf of Gunnison County Historical Preservation Commission.
- If the project is cancelled before its completion, Metcalf will turn over to Gunnison County and OAHP all data, notes, field forms, etc., as is at the time of cancellation, unless directed otherwise by the County and including a commitment to cover remaining costs to finish reporting.

Fieldwork and Reporting Assumptions

- Down time for weather delays or other factors outside of Metcalf's control are billed at regular time, and will be in addition to this estimate. No overtime is proposed or included in the estimate.
- Metcalf assumes recordation and evaluation of a total of 15 historic buildings on the Crystal Townsite.
- This cost estimate assumes that no materials will be collected and curated.
- Costs assume one round of review of draft documents.
- If there are delays during the OAHP review phase of the deliverable items that are beyond the control of Metcalf, the due dates for the report may need to be adjusted in consultation with the Gunnison County.

TECHNICAL CAPABILITIES

Metcalf has successfully completed hundreds of projects throughout the Rocky Mountains for many diverse types of development including oil and gas, regional water supply systems, solar and wind farms, electrical transmission lines, cell towers, underground and surface mining, housing and resort development, land exchanges, highway construction/expansion, and habitat treatment. Our core staff average more than 20 years of CRM experience each and our key personnel available for cultural investigations in Colorado have between 10 and 30 years experience in the Rocky Mountains and meet the Secretary of the Interior's Professional Qualifications Standards. Our staff has extensive experience

in architectural resource identification and evaluation. Metcalf has been contracted to conduct numerous historic architectural resource inventories in the region, including visual impact assessments for transmission line and wind farm projects and recordation projects for infrastructure development. We have also conducted numerous projects working directly with the Colorado State Historical Fund. In addition, Metcalf staff has drafted multiple National Register nominations such as the White Stone Hill Battlefield State Historic Site in Dickey County, North Dakota, listed in 2013, and Camp Hale in Eagle County, Colorado, listed in 1991. We have also successfully nominated the Lynch Quarry Site in Dunn County, North Dakota, as a National Historic Landmark, which was accepted in 2011.

KEY PERSONNEL

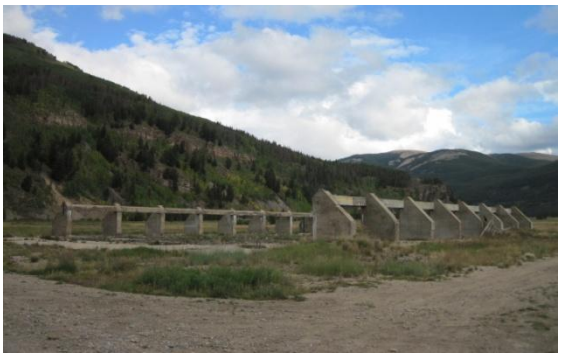
EMILY SAKARIASSEN, M.S. - ARCHITECTURAL HISTORIAN

Ms. Sakariassen will serve as the architectural historian for the Crystal Mine survey and will conduct archival research and contribute to and review Metcalf's report. She joined Metcalf in 2014 and holds bachelor's degrees in both History and Anthropology from the University of Montana (2012), where she also earned a Certificate in Historic Preservation. In June 2014, she received an M.S. in Historic Preservation from the University of Oregon. Emily has four years experience in cultural resource compliance for transportation, energy, and communication development in the High Plains and Intermountain West. She is qualified per Secretary of Interior's standards for Architectural History (36 CFR Part 61) and directs specialized architectural surveys, inventories, and visual impact assessments throughout her region. She is a skilled researcher, having work experience drafting National Register nominations and HABS documents for State Historic Preservation Offices in North Dakota and Montana. Her field experience includes multiple field schools related to the preservation of built vernacular resources, rural and urban survey of architectural features, and resource evaluation for eligibility on the National Register of Historic Places. Emily has experience working with numerous federal and state agencies, as well as local governments including the FCC, FAA, Department of Defense, State Historic Preservation Offices (SHPO), Montana, North Dakota, and Idaho Transportation Departments, and Grand Forks CLG. She is active in public outreach and education efforts in historic preservation, including organizing research and restoration workshops as president of Preservation North Dakota, a statewide non-profit, and as a member of the Bismarck Historical Society. She currently serves on the North Dakota National Register of Historic Places State Review Board and is an active member with the National Trust for Historic Preservation.

NATASHA KRASNOW - HISTORICAL ARCHAEOLOGIST

Ms. Krasnow will serve as the historical archaeologist for the Crystal Mine survey and will conduct fieldwork, assist with archival research, and will be a major contributing author to the report. She joined Metcalf in April of 2017 and holds a bachelor's degree in Theatre Arts: Dance with a minor in Anthropology from Mesa State College (now Colorado Mesa University) (2008) and a master's degree in Anthropology from the University of Bristol in the UK (2015). Before working at Metcalf, Ms. Krasnow worked for the Bureau of Land Management Grand Junction Field Office and Dominguez-Escalante and McInnis Canyons National Conservation Areas (BLM GJFO, DENCA, & MCNCA) where she functioned as an archaeology technician and later crew chief on a variety of projects in western Colorado. She has particular interests in historical archaeology, especially in concert with oral history and ethnography. Ms. Krasnow has experience working on historical sites associated with mining in western Colorado, including the uranium mine-related Calamity Camp, the New Verde Mine, the Ladder Canyon Mica Mine, and the coal mining company town of Cameo. She has experience working on historical sites associated with mining, ranching and agriculture, homesteads and historic habitations, water control, communications, transportation, and railroad-related sites. Over the years, Ms. Krasnow has worked at multiple historic cabin sites throughout western Colorado, and during her last season with the BLM in 2016, Ms. Krasnow both led and participated in the documentation of four separate cabins, including the Skinner Stone Cabin in the MCNCA. At Skinner Cabin, in concert with HistoriCorps, Ms. Krasnow played a key role in the stabilization and rehabilitation of the deteriorating structure, updating the original site recording prior to the commencement of work, coordinating crew logistics, guiding and appropriately harvesting local materials for the restoration work, and literally getting her hands dirty by actively participating in the reconstruction work on the structure.

Ms. Krasnow is passionate about humanizing historic archaeological sites by discovering the stories that accompany the material remains found in the field. Hence, she revels in conducting archival research. Most recently, Ms. Krasnow has conducted extensive archival research on the original municipal water supply system for the City of Steamboat Springs, a regionally significant road system on BLM GJFO-administered lands near Collbran, Colorado, a possible historic Kit Carson inscription in the MCNCA, and the regionally significant Rambo family and their homestead in the DENCA. Her work at Skinner Cabin, the Rambo Homestead, and the Kit Carson inscription earned Ms. Krasnow a BLM STAR award in 2016. Ms. Krasnow also has significant experience participating in and developing archaeology outreach programs for children and adults, often leading activities and interpretive tours to both historic and prehistoric sites.



Kelly Pool, M.A- Principal Investigator

Ms. Pool will serve as Metcalf's Principal Investigator for the Crystal Mine survey, directing the fieldwork and contributing to the report-writing. She began full-time employment with Metcalf as a crew chief and principal investigator in 1990. Based in the Eagle office, she currently serves as a senior staff archaeologist, large project supervisor, and member of the Metcalf Board of Directors. Her responsibilities include all phases of fieldwork and reporting, supervision of staff archaeologists, and working as a project archaeologist on both large-and small-scale projects in the Rocky Mountains and Plains. Ms. Pool has experience in developing research designs and in authoring and editing large multi-volume data recovery reports and research syntheses for numerous projects in Metcalf's operating footprint. She has led excavations on numerous archaeological sites, several now recognized as benchmark sites, in Colorado, Wyoming, Utah, and North Dakota. Most of the large-scale projects have included public outreach, resulting in Ms. Pool authoring Project Archaeology curricula, running a Project Archaeology field school, hosting site tours, and working with local and state museums. In addition to her Metcalf work in Colorado, Wyoming, Utah, Montana, the Dakotas, Kansas, Oklahoma, and Texas, Ms. Pool has worked on projects in the Midwest, on the Plateau, and has been a member of two long-term archaeological research projects in the Kingdom of Jordan.

Melissa Elkins, M.A- Project Manager

Ms. Elkins will serve as the main contact with Gunnison County for the Crystal Mine survey and will handle scheduling, logistics, and overall quality control for the project. She received her M.A. in Anthropology from Washington State University in 2006 and joined Metcalf as a project director in 2007. She has been employed as an archaeologist for over 15 years by cultural resource management firms and academic institutions. Melissa has supervised both large and small-scale survey and data recovery projects in Utah, Colorado, New Mexico, and Arizona, and has been the primary author for several large reports. She currently serves as a Project Manager and the Eagle office Regional Project Coordinator for Metcalf. Her responsibilities at Metcalf include establishing and maintaining relationships with clients and government agencies, preparing cost proposals and managing project budgets, directing field projects and documenting and evaluating resources for eligibility to the NRHP, writing and reviewing project reports, and assisting with the overall coordination of project logistics including seasonal staff hiring, scheduling, and training.

Past Performance

At Metcalf we pride ourselves on professional integrity and competence, as well as our demonstrated ability to meet project deadlines while keeping within established budgets. Metcalf regularly works with agency archeologists to make sure investigations are conducted in a manner that meets the requirements of Section 106 guidelines while doing so in a timely and efficient manner. Metcalf accomplishes this end by bringing internal staff expertise together, by maintaining ongoing communication with project proponents and regulatory agencies, and by careful and efficient management of field teams and reporting efforts.

Select Colorado projects completed under historical preservation grants:

- *North London Mill (near Alma) Archaeology and History workshops* (2018, ongoing)
  Agency Involvement: Park County, Colorado
  Summary: Public outreach and education in the form of on-site historical archaeology workshops in 2018, with two additional workshops scheduled for July and August 2019. Presentation of outreach efforts given at the 2019 "Saving Places" conference with contributions by Natasha Krasnow.
- *Japanese-Americans in Otero County (2019); CLG Grant in partnership with Otero County and Otero County Historical Commission; CLG Project No. CO-18-018*
- *Russell Gulch Cemetery Survey (2019; on-going); SHF grant in partnership with Gilpin County Historical Society and Colorado School of Mines; SHF Grant No. 2019-AS-003.*
- *James Peak Wilderness Survey (2019; on-going); SHF grant in partnership with Gilpin County Historical Society. SHF Grant No. 2019-AS-004.*
- *Schweiger Ranch Foundation: Archaeological Assessment and Test Excavations of Three Features at 5DA1753, the Schweiger Ranch, in Douglas County, Colorado, State Historic Fund Grant No. 2014-02-024 (2015)*
- *Yampa Valley Land Trust: Archaeological Monitoring of the Rehder Ranch Site (5RT38), Routt County, Colorado for State Historical Fund Project #2013-M2-029 (2014)*
- *Grand Lake Area Historical Society: Archaeological Monitoring of the Smith-Eslick Cottage Camp Site (5GA4239), Grand County, Colorado, for State Historical Fund Project #2014-01-052 (2014)*
- *Bell and Canant Mercantile Crossan's M & A Market (5RT3120): Archaeological Monitoring of the Crossan's M & A Market City of Yampa, Routt County, Colorado for State Historical Fund Project #2013-01-058 (2014)*

Select architectural inventories led by Emily Sakariassen:

- *North Dakota Department of Transportation (NDOT): Architectural inventory of DeMers Avenue in downtown Grand Forks, North Dakota (2018)*
- *Montana Department of Transportation (MDT): Cultural Resource and Architectural Inventories in Great Falls and Helena, Montana (2018)*
- *Idaho Transportation Department (ITD): cultural resources survey for proposed roadway rehabilitation and sidewalk improvements in the commercial downtown and residential neighborhoods of Montpelier, Idaho (2017)*
- *Interstate Engineering: Ellendale Water Tower (March 2016)*
- *North Dakota Department of Transportation Project 7-002(152)022, 7-002(162)021, 7-002(163)019; PCN 20750, 21177, 21178: An Architectural Inventory for Highway 2 Improvements in Williams County, North Dakota (December 2015)*
- *First International Bank and Trust: A Class III Architectural Inventory (May 2015)*

- *SummitWind Farm, LLC Project: An Architectural Inventory in Roberts and Grant Counties, South Dakota (April 2015)*
- *Basin Electric Power Cooperative's North Killdeer Loop Transmission Project: A Visual and Historic Sensitivity Analysis in Dunn and McKenzie Counties, North Dakota*
- *SRT Communications' Upham FTTP Exchange: A Class II and Class III Cultural Resource Inventory in Bottineau and McHenry Counties, North Dakota (Field work 2014)*
- *SRT Communications' Westhope FTTP Exchange: A Class II and Class III Cultural Resource Inventory in Bottineau County, North Dakota (Fieldwork 2014)*
- *SRT Communications' Landa FTTP Exchange: A Class II and Class III Cultural Resource Inventory in Bottineau County, North Dakota (Fieldwork 2014)*

Select projects focused on documentation of historic resources:

W.W. Wheeler and Associates, Inc., City of Steamboat Springs' Upper Spring Creek Dam and reservoir system (2017-2018)
Agency Involvement: U.S. Army Corps of Engineers (USACE)
Summary: Class III cultural resources inventory of 13.2 acres for the City of Steamboat Springs' Upper Spring Creek Dam and reservoir system. The City of Steamboat Springs proposed modifying Upper Spring Creek Dam to meet the qualifications of a non-jurisdictional sized dam in accordance with the Colorado Division of Water Resources Rules and Regulations for Dam Safety and Dam Construction. This modification would include breaching the upper dam. The inventory resulted in the recordation of the historic Spring Creek Reservoir System (5RT3432) and one segment of the historic Spring Creek Road/Routt County Road 34 (5RT3433.1).

- *National Forest Foundation: A Class III Cultural Resources Inventory of the Proposed Camp Hale Eagle River Restoration Project, Eagle County, Colorado (2015, ongoing)*
  Agency Involvement: USDA Forest Service
  Summary: Class III inventory in the cantonment area of historic Camp Hale (5EA197) and the general area of Eagle Park in Pando Valley
- *Chevron Corporation Rangely 3D Seismic: Cultural Resource Inventory and Historical Analysis for the Rangely Unit Proposed for Seismic Exploration, Rio Blanco County, Colorado (2013)*
  Agency Involvement: Bureau of Land Management, White River Field Office
  Summary: Class III cultural resource inventory of a nearly 50 square mile proposed seismic exploration near Rangely, Colorado. Metcalf inventoried 4148 acres and 69 prehistoric and

historic archaeological sites were newly recorded or revisited and updated. In addition, Metcalf recorded 107 historic wells within the historic Rangely oil field and conducted the associated landscape analysis for these locations.

- *Denver Water's Siphon I and Jim Creek Siphon Replacement Project: A Class III Cultural Resources Inventory in Grand County, Colorado (2013)*
  Agency Involvement: National Forest Service, Arapahoe National Forest
  Summary: Class III cultural resources inventory of 12.9 acres for the Siphon I and Jim Creek Siphon replacement project. Four historic linear sites were recorded and evaluated including the West Portal of the Moffat Railroad Tunnel, the Jim Creek Siphon and the Fraser River Diversion Canal, the Union Pacific Railroad, and Siphon I and the Vasquez-St. Louis Collection Conduit.
- *Denver Water Elevenmile Historic Flume Replacement (2019)*
  Agency Involvement: U.S. Army Corps of Engineers (USACE)
  Summary: Class III Inventory and historic resources assessment of a historic flume near the Elevenmile Reservoir Dam as part of reservoir maintenance. Historic resources assessment included field documentation, NRHP evaluation, and Level II Historic Resources Documentation.
  Denver Water's Ralston Reservoir Outlet Renovation and Bypass Pipeline Projects, Jefferson County, Colorado (2017)
  Agency Involvement: U.S. Army Corps of Engineers (USACE)
  Summary: Class III cultural resources inventory of 17.3 acres and historic resources assessment for two proposed developments at Ralston Reservoir and Dam. The two projects were a renovation of the reservoir's outlet works at the south end of the dam, and construction of a bypass pipeline for the South Boulder Canal, transferring flow from the primary spillway of the dam to the new pipeline, where it would be conveyed to the valley floor just below the dam. The inventory resulted in the documentation of eight new historic features of site 5JF4399, the Ralston Dam and Reservoir complex, and one new segment of the Ralston-Clear Creek Canal, 5JF318.
- *County Road 522 (Fraser Valley Parkway): Class III Cultural Resource Inventory of Proposed Wetlands Impact and Wetlands Mitigation Areas, Grand County, Colorado* (2011)
  Agency Involvement: US Army Corps of Engineers
  Summary: A Class III Inventory of 12.7 acres across four areas near the town of Fraser was conducted by Metcalf for Grand County. These areas were selected for wetlands enhancement or creation to mitigate the loss of wetlands along the proposed Fraser Valley Parkway road. The inventory resulted in the documentation of two new historic resources including several standing structures (a house in the style of a Central Passage Double-Pile Residence dating to the mid 1890s, a horse barn, and corral).

CONCLUSION

Metcalf truly appreciates the opportunity to submit a proposal for this project. We know we have the skills and resources to exceed project expectations for Crystal Townsite recordation and we can meet the project deadlines. The physical remains and the historical context of the Crystal townsite clearly have the ability to tell a compelling story about part of northwestern Colorado's history. We look forward to participating in this important project and we fully support the preservation goals of the State Historic Fund.

Sincerely,

Melissa Elkins
Project Manager
Metcalf Archaeological Consultants, Inc
Eagle, Colorado 81631
970-328-6244 (o); 719-238-2106 (c)
melkins@metcalfarchaeology.com

REFERENCES

Jeani Borchert
North Dakota Department of Transportation
Cultural Resource Section, ETS Division
608 E. Boulevard Ave Bismarck, ND 58505
701-328-4378
jborchert@nd.gov

Brian Gogas, Environmental Planner
Denver Water
1600 W. 12th Ave.
Denver, CO 80204-3412
303-628-6318 (office)
Brian.Gogas@denverwater.org

Danielle Tripp-Hannes
W.W. Wheeler and Associates, Inc.
3700 South Inca Street, Englewood, Colorado, 80110
303-761-4130 danielle.hannes@wwwheeler.com

APPENDIX A: VITA FOR KEY PERSONNEL

HISTORY COLORADO
CERTIFIED LOCAL GOVERNMENT
INTERGOVERNMENTAL GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Higher Education, History Colorado, the Colorado Historical Society	**Grant Award Number** CO-19-10002
Grantee Gunnison County	**Grant Maximum Amount** $17,451
Grant Issuance Date The later of or the date the State Controller or an authorized delegate signs this Grant Award Letter	**Encumbrance** POGG1 2019.2920
Grant Expiration Date 6/30/2020	

Grant Authority
Authority exists under the National Historic Preservation Act (NHPA), 54 U.S.C 300.101 et. sq.; Historic Preservation Fund Grants Manual, 2007 and subsequent memos and guidance; Public Law: 114.223 and 114.254; 54 U.S.C. §302902(a) Grants to States. Authority exists under the State Constitution article XVIII, §9(5)(b)(III) and CRS §44-30-1201 for the annual distribution of monies from the State Historical Fund (SHF).

Grant Purpose
This project will conduct an intensive level survey of 15 properties at the Crystal town site in Gunnison County, Colorado.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Scope of Work.
2. Exhibit B, Project Budget.
3. Exhibit C, Project Schedule & List of Submittals and Deliverables
4. Exhibit D, Federal Provisions.
5. Attachment 1, Certified Local Government Subgrant Program Payment Request & Financial Report form

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit D, Federal Provisions.
2. The provisions of the main body of this Grant.
3. Exhibit A, Statement of Work.
4. Exhibit B, Budget.
5. Exhibit C, Project Schedule & List of Submittals and Deliverables

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO Jared S. Polis, Governor History Colorado Steve W Turner, Executive Director or Designee By: Steve W Turner, Executive Director or Designee Date: 6/3/19	In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** History Colorado Michelle Zale, Controller By: By: Michelle Zale, History Colorado, Controller or Designee Date: 6-5-19

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. **"Budget"** means the budget for the Work described in Exhibit B.

B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

C. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

D. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

E. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

F. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.

G. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.

H. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

I. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

J. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

K. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. U.S. Department of the Interior, National Park Service is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

L. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

M. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

N. **"Initial Term"** means the time period between the Grant Issuance Date and the Grant Expiration Date.

O. **"Matching Funds"** means the funds provided Grantee as a match required to receive the Grant Funds.

P. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

Q. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment

information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.

R. **"Recipient"** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

S. **"Services"** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

T. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, Tax Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

U. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

V. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

W. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

X. **"Sub-Award"** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

Y. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

Z. **"Subrecipient"** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

AA. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

BB. **"Work"** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

CC. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Maximum Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual

net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within 60 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 25% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to

Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any

time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. 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, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee 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.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit D at all times during the term of this Grant.

17. FEDERAL ACKNOWLEDGEMENT

Grantee agrees to the acknowledgement of the National Park Service funding support, when describing or promoting the Project for any materials, publications, program literature, audio-visual products or related materials produced as a result of the Grant funds, appropriate acknowledgement and require Equal Employment Opportunity statement should be given as follows.

"The activity that is the subject of this material has been financed in part with Federal funds from the National Historic Preservation Act, administered by the National Park Service, U.S. Department of the Interior for History Colorado. However, the contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior or History Colorado, nor does the mention of trade names or commercial products constitute an endorsement or recommendation by the Department of the Interior or History Colorado."

"This program received Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally-assisted programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849 C Street, N.W., Washington, D.C. 20240."

EXHIBIT A, SCOPE OF WORK

I. **Project Purpose:** This project will conduct an intensive level survey of 15 properties at the Crystal town site in Gunnison County, Colorado.

II. **Specification of Work:**

A. Conduct Survey on approximately 15 Properties
   1. Fieldwork
   2. Research
   3. Documentation
   4. Property Owner Interviews

B. Complete Site Forms and Survey Report
   1. 15 Intensive Level Survey Forms (OAHP Form 1403)
   2. Survey Report

C. Conduct Public Outreach

III. **Required Standards:**

- Secretary of the Interior's Professional Qualification Standards
- Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archaeology
- Work not meeting the Secretary's Standards in the judgment of History Colorado staff shall not be reimbursed.
- Selection of Consultants: History Colorado shall have the opportunity to participate in the selection of any consultants hired to conduct any portion of the above scope of work. A consultant shall meet professional qualifications described in 36 CFR 61, "Procedures for Approved State and Local Government Historic Preservation Programs, April 13, 1984," or otherwise approved by HC. Grantee shall submit to HC evidence of compliance with Federal competitive procurement requirements for professional services and subcontracts prior to reimbursement of costs. Grantee shall have final decision rights as to selection of the professional consultant hereunder. Prior to the start of the project, the designated CLG representative shall discuss the scope of work and reporting requirements with History Colorado staff.
- No member, officer, or employee of the CLG grant recipient, including advisory board, review board, or commission board members shall have any interest in the agreement or the process thereof, except that such persons may provide technical consultative, or oversight assistance in a voluntary capacity (i.e., unpaid), and the time not charged to the required matching share for the HPF grant.

Standards specific to survey projects:

1. Grantee agrees that all survey work shall be completed to the standards provided by the History Colorado (HC) and detailed in the Colorado Survey Manual. Survey forms shall be provided by HC.
2. Photographs submitted shall be properly labeled in accordance with the Colorado Survey Manual.
3. Survey work shall also meet the Secretary of the Interior's Standards and Guidelines for Identification and Evaluation published September 29, 1983 in the Federal Register.

Products specific to survey projects:

1. Grantee shall prepare a draft and final survey report that follows the format outlined in the Colorado Survey Manual. Included in the final survey report shall be a map which clearly delineates the project boundaries. The map shall also identify individual properties or districts

that appear to meet the National Register criteria. The survey report shall also include a listing of all the properties surveyed with their official state site numbers (Smithsonian Trinomial number) and an evaluation of their significance.

2. Grantee shall submit a USGS 7.5' quad map plus a city plat or planning map outlining the boundaries of the survey area with a key that identifies the boundaries of eligible districts, contributing and non-contributing properties and individually eligible properties. Each resource recorded during the project should be clearly identified on the map by state site number.
3. Grantee shall conduct a minimum of one public meeting to describe the results of the project. Minutes of the meeting shall be submitted to History Colorado.
4. Grantee shall submit all inventory forms completed for the survey. Forms should be completed in accordance with the established instructions and must include appropriate location data and state site numbers.

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EXHIBIT B, PROJECT BUDGET

TASK	AMOUNT
A. Contractual Work 1. Conduct Survey 2. Complete Site Forms and Survey Report 3. Conduct Public Outreach	$17,451
PROJECT TOTAL	**$17,451**
Grant Award	**$17,451**
Cash Match	**$0**

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EXHIBIT C, PROJECT SCHEDULE & LIST OF SUBMITTALS AND DELIVERABLES

LIST OF SUBMITTALS

Project Reports

Project Reports	Due Date	Society Response
a. 1st Interim Financial Report (Attachment 1) and Progress Report #1. *Deliverables #1-5 below must be reviewed and approved before 1st Interim payment is made.*	September 15, 2019	Review & Approve. 1st Interim payment of grant award $5,817.
b. 2nd Interim Financial Report (Attachment 1) and Progress Report #2. *Deliverables #6-7 below must be reviewed and approved before 2nd Interim payment is made.*	January 15, 2020	Review & Approve. 2nd Interim payment of grant award $5,817.
c. Final Financial Report (Attachment 1). *All deliverables below must be reviewed and approved before Final payment is made.*	May 15, 2020	Review & Approve. Final payment of grant award $5,817*

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

Project period ends on June 30, 2020. All deliverables and reports due on or before this date.

PROJECT DELIVERABLES

Submit the following Project Deliverables:

Project Deliverables	Society Response
1. Documentation of three bids	Review/Comment and or Approve
2. Consultant Resume	Review/Comment and or Approve
3. Subcontract Certification Form	Review/Comment and or Approve
4. List of properties to be surveyed	Review/Comment and or Approve
5. Initial Consultation with OAHP Staff & Selected Consultant	Review/Comment and or Approve
6. Draft Survey Forms	Review/Comment and or Approve
7. Draft Survey Report	Review/Comment and or Approve
8. Final Survey Forms	Review/Comment and or Approve
9. Final Survey Report	Review/Comment and or Approve
10. Documentation of Public Outreach	Review/Comment and or Approve
11. Final Project Report	Review/Comment and or Approve

EXHIBIT D, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant Award Letter to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Federal Provisions shall control.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Agreement" means the Grant Award Letter to which these Federal Provisions are attached and includes all Award types in §2.1.2.1 of this Exhibit.

2.1.2. "Award" means an award of Federal financial assistance, and the agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2.1. Awards may be in the form of:

2.1.2.1.1. Grants;

2.1.2.1.2. Contracts;

2.1.2.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

2.1.2.1.4. Loans;

2.1.2.1.5. Loan Guarantees;

2.1.2.1.6. Subsidies;

2.1.2.1.7. Insurance;

2.1.2.1.8. Food commodities;

2.1.2.1.9. Direct appropriations;

2.1.2.1.10. Assessed and voluntary contributions; and

2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

2.1.2.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

2.1.2.2. Award ***does not*** include:

2.1.2.2.1. Technical assistance, which provides services in lieu of money;

2.1.2.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

2.1.2.2.3. Any award classified for security purposes; or

2.1.2.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

2.1.3. "Contractor" means the party or parties to an Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

2.1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

2.1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;

2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;

2.1.5.2. A foreign public entity;

2.1.5.3. A domestic or foreign non-profit organization;

2.1.5.4. A domestic or foreign for-profit organization; and

2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

2.1.6. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

2.1.8. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37

2.1.9. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.

2.1.12. "Subaward" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.13. "Subrecipient" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

2.1.14. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

2.1.15. "Federal Provisions" means these Federal Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2.1.16. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.17. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

2.1.17.1. Salary and bonus;

2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.17.4. Change in present value of defined benefit and actuarial pension plans;

2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.18. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

2.1.19. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.20. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE.

3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

5. TOTAL COMPENSATION.

5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

5.1.2. In the preceding fiscal year, Contractor received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Agreement price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Agreement and shall become part of Contractor's obligations under this Agreement.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award

modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.

8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient DUNS Number;

8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient Parent DUNS Number;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:

8.1.2.1. Subrecipient's DUNS Number as registered in SAM.

8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecepient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

9.2. Procurement of Recovered Materials. If a Subrecepient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an

affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. **Exemption.** If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. **Subrecepient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECEPIENT CONTRACTS

12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375,

"Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.1.1. During the performance of this contract, the contractor agrees as follows:

12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing

such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

12.1.3. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. CERTIFICATIONS.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the State of Colorado may terminate the Agreement upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Agreement, at law or in equity.

Certified Local Government Subgrant Program

PAYMENT REQUEST AND FINANCIAL REPORT FORM (ATTACHMENT 1)

STEP 1) General Information:

Project # _____ Project Title:_____

CLG Name:_____ 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. Report project expenditures (including your cash and donated match) made to subcontractors and individuals for work on the project since your last payment request. Use the far right column to indicate whether entry is donated/in-kind. Add Financial Report Totals at the bottom of the form.

Step 2) Payment Request: Check Only One Box

☐ _____ *(Indicate which Interim Payment)* Interim Payment ☐ Final Payment

Guidelines: 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.

Step 3) Financial Report:

PAYEE NAME	BUDGETED TASK *as listed in Exhibit B of Contract*	DATE PAID	CHECK #	**GRANT AMOUNT**	**MATCH AMOUNT**	**IN-KIND**
						☐
						☐
						☐
						☐
						☐
						☐
						☐
						☐
						☐
						☐
						☐
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						☐
						☐
						☐
						☐
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				
		3rd Interim Financial Report Total				
		Final Financial Report Total				
			Project Total			

Step 4) Additional Information:

(Required) Invoices and Check Copies Included ☐

Estimate: Project is _____% Complete

Interest Earned: $_____

DO NOT WRITE IN THIS AREA

Step 5) Signature:

_____

Grant Recipient/Project Director Signature Date

Revised 5/2015

HISTORY Colorado

CLG Grant Application

Application Deadline: January 15, 2019

Name of CLG Gunnison County Historic Preservation Commission
Address 221 North Wisconsin St. Suite G
Federal Employer Identification Number (IRS tax ID number) 84-6000770
☑ Recently Completed IRS Form W-9 Attached (required)
Contact Person for CLG Mike Pelletier
Title Administrator of GCHP Commission
Phone 970 641 7645 Fax _____ Email mpelletier@gunnisoncounty.org
CLG Certification Date 3/24/06 Number of CLG Grants Received to Date 1

Name and Title of Chief Elected Official Jonathan Houck Chair of Gunnison County Com
Congressional District Number CO3
Federal House Representative Scott Tipton
Federal Senate Representative Michael Bennet & Cory Gardner
State House Representative Julie McCluskie & Barbara McLachlan
State Senate Representative Kerry Donovan

Name of Project Townsite of Crystal Historic Resource Assesment
Amount of Request $ 17,451.00
Project Total $ 17,451.00

Cash match (if applicable) *Cash match is no longer required for Colorado CLG grants.*
☐ In-kind_____
☐ Cash _____

Brief Description of Project (no more than 1500 characters):

The Townsite of Crystal and associated mill is the most photographed historic structure in Colorado. The town is located approximately 10 miles from Marble, Colorado in the Elk Mountain Range. The grant application requests funding for a Historic Structure Assesment of up to 15 different properties in the townsite. Many of these structures date to the 1880's and 1890's from when the mining town was first growing. The assement will include a records search with SHPO, historic GLO maps and the county tax records. These results will be incorporated in the final report. A field survey of the townsite will occur with detailed maps and architectural Inventory form completed for each structure. Photographs will also be taken. Finally, a cultural resource survey report will be completed that addresses the contributing features to 5GN1332 Crystal Townsite.

HISTORY Colorado

Please be aware that you are not permitted to begin work on your project under any circumstances until your agreement with History Colorado is finalized. History Colorado's agreement schedule is dependent on Congress and the National Park Service. The date that HPF funding is available to SHPOs for disbursement to CLGs changes annually. Typically, CLG grant agreements are finalized between May and July.

☑ I understand that I may not begin work on my project until my agreement with the History Colorado is finalized at a time subject to the schedule of the National Park Service.

All work must meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation. Survey projects must also meet the standards established by History Colorado and detailed in the **Colorado Cultural Resources Survey Manual**. Work not meeting the Secretary of the Interior's Standards in the judgment of History Colorado staff shall not be reimbursed.

☑ I understand that all work must meet the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* and when applicable, survey standards established by History Colorado.

Projects must be fully completed by June 30, 2020. Your timeline should reflect this deadline. Please check the box below to agree to this deadline. Failure to agree with this deadline will compromise your HPC's eligibility to receive CLG grant funding.

☑ I understand that my project must be completed by June 30, 2020, to comply with National Park Service requirements. I understand that failure to comply with this deadline could result in History Colorado declaring all/part of the work ineligible for reimbursement.

Certification: This application is submitted to History Colorado for funding consideration under the Certified Local Government provisions of the National Historic Preservation Act of 1966 as amended. I certify that Gunnison County Historic Preservation has an approved certification Agreement and is eligible for participation in this program. I understand and agree to sign a "Certification Regarding Debarment, Suspension and Other Responsibility Matter, Drug-Free Workplace Requirements and Lobbying" if awarded funds.

Signature of Chief Elected Official _____

Title Chairperson of the Board of County Commissioners Date JANUARY 15, 2019

Section 1: Project Team (15 points)

List project participants, their qualifications, and the exact role they will play in this project.

The project participants will be the Gunnison County Historic Preservation Commission (GCHPC) to manage and oversee the grant. The GCHPC has previously recieved a CLG grant to conduct a county wide survey and context for future research and identification. Commission members Justin Lawrence (USFS Archaeologist) and Jody Reeser (Architect) will be managing the grant and both have previous experience. GCHPC members will be involved in research and field visits during this project also.
The Cox family which owns most of the townsite for providing access to the structures and partnering with the GCHPC to potentially open the school house to the public.
ERO Resources Corp. would conduct the research, field visit and cultural resource report. ERO previously worked with the GCHPC for the county wide survey and are a qualified consultant.

ERO provides comprehensive cultural resource management services to achieve compliance under Section 106 of the National Historic Preservation Act. Our clients trust ERO to navigate the increasingly complex Section 106 process, from initial project development to facilitating coordination and consultation with agencies and Native American tribes. ERO's cultural resource specialists have developed programmatic approaches for multiple undertakings including completing large-scale inventories and treatment for complex multiyear projects. Our project expertise includes water development, electrical transmission, land development, conventional and alternative energy, transportation, and Section 404 permitting.
Cultural resource survey and identification
Geographic Information Systems modeling
Evaluative testing; historic property treatment
Historic American Buildings Survey/Historic American Engineering Record to NPS and state standards

ERO Cultural Resource Specialist Abigail Sanocki (M.A.) will be conducting all fieldwork, documentation, and evaluative work. She exceeds Secretary of Interior Standards for conducting work in the field of architectural history and would serve as the Project Principal Investigator with assistance from ERO's staff cultural resource specialists and GIS department. Sean Larmore will serve as the Principal Investigator in Charge and would supervise reporting and contracting.

Section 2: Project Description (25 points)

Describe what you propose to do in the sequence it will be done, how it will be done, and why it is important.

As stated in the Historic Resource Survey Plan Gunnison County, Colorado (2016), the survey area should include all buildings located within the town's incorporated limits and along State Highway 3 at the intersection of Sections 27, 28, 33, and 34, Township 11 South, Range 87 West of the 6th Principal Meridian (project area). Forest Service archaeologists identified the entire townsite as a cultural resource under the Smithsonian number 5GN1332 in 1974, but did not complete an inventory of extant buildings nor provide an evaluation for the town as a potential historic district eligible for listing in the State and National Registers of Historic Places (S/NRHP). Tax assessor records and modern aerial photographs indicate that the survey would result in the documentation and evaluation of approximately 15 historical properties constructed between ca. 1885 and 1970. Each property will be documented on an individual OAHP Architectural Inventory form (1403) and evaluated as contributing or noncontributing features to the eligibility of the Crystal Townsite Historic District (5GN1332) for listing in the S/NRHP.

Previous stabilization work has occurred at the Crystal Mill and various structures in the townsite. The importance of this survey is to finally evaluate the site and determine the significance of each of these structures. Using the same qualified consultant as our previous survey should ensure all standards and requirements are met.

If this survey is not funded the current momentum of possibly creating a historic district of the Town will most likely cease. If Crystal is not evaluated and the extent of the resources not known, it could result in the loss of unique, culturally valuable, historic buildings due to neglect by lack of information and resources available to the proprietors of the Town. This is the first opportunity of creating a mining Town historic district that has come to our CLG. We feel it is our duty to properly evaluate and make all reasonable efforts we can to support the preservation of such rare historic elements of our County. This survey is the first step in providing us with the appropriate knowledge for being able to evaluate this historic district potential and boundaries. With private ownership of such a large grouping of resources, feelings and momentum could shift at any time, leaving such a Town to slip away without the supported knowledge and appreciation of the quality level of important local historical resources.

Section 2: Project Description (continued)

Section 3: Timeline (10 points)

List key milestones, in the order they will be completed, and target dates for completion.

April-May2019-Records search
June-September- Schedule and conduct field visit at Crystal Townsite
October-February-Complete cultural resource survey report
March-GCHPC review report
April_May-History Colorado reviews report

Section 4: Public Benefit and Outreach (20 points)

Include who will benefit and how they will benefit as well as information on how you will make others aware of the project and share its results. Then, describe how your project supports at least one goal and three objectives of the State Preservation Plan.

Gunnison County will benefit from the survey by understanding what buildings are contributing to the eligibility of the townsite. It is a heavily visited site by the public and increasing yearly. Many photographers come just to photograph the Crystal Mill Site, likely the most photographed historic structure in Colorado. The private landowners will also benefit as it directs their efforts and finances to the buildings that contribute to the townsite.

The Gunnison Country Times will do a newspaper article on the project to highlight the efforts of the GCHPC and we will make the survey report available to the public.
The most obvious goal that this project supports is "Preserving places that matter". The Crystal townsite is a special place that matters to many people of Colorado and tourists. The three objectives that this project achieves are to"conduct survey,inventory and designation proactively" with the completion of the survey report. By making the report available to the public and copies provided to local libraries we hope to "dissimenate cultural and historic resource information broadly". By explaining the purpose of the survey and how this will lead to further preservation actions at the site it will "increase historic and cultural resource preservation".

Section 5: Prioritization (10 points)

Describe why you have selected this project and why it is a priority for your CLG.

The Townsite of Crystal is currently part of our Gunnison County survey plan; it is of medium priority. We are proposing to increase that priority due to an opportunity that has come to us by the property owners' desire to create a historic district of the Townsite. We have few districts within our CLG and the historic mining town of Crystal we feel would be a very good candidate. This resources survey will conclude with enough information to help guide our knowledge of the level of historic buildings and other resources that remain at this location.

The Crystal Mill at the west end of Town is one of the most popular visited and photographed historic sites in Western Colorado. The Town's road access is County Rd. 3, which also functions as the "Main Street" of the Town, as building are aligned along each side. Locals and visitors travel this road to visit the Townsite heavily in the warm seasons and by having the survey completed, we as a CLG would have the information available to us for better preservation efforts and public outreach for users. All of the buildings at the Townsite are privately owned and the majority of such are owned by a single family. This family has made efforts to preserve the majority of the historic buildings as to the extent possible with personal resources and knowledge have allowed for decades. They currently operate the historic General Store as a visitor's center and retail shop open to travelers coming through the remote town. If, as presumed, the survey provides support information for allowing the property owners to move forward with creating a designated historic district, it would be a great example to our community of what amazing historic resources we have here in Gunnison County, how preserving such resources can benefit everyone, and where they can go to experience the beautiful historic fabric of our County's rich mining history.

If this survey is not funded the current momentum of possibly creating a historic district of the Town will most likely cease. If Crystal is not evaluated and the extent of the resources not known, it could result in the loss of unique, culturally valuable, historic buildings due to neglect by lack of information and resources available to the proprietors of the Town. This is the first opportunity of creating a mining Town historic district that has come to our CLG. We feel it is our duty to properly evaluate and make all reasonable efforts we can to support the preservation of such rare historic elements of our County. This survey is the first step in providing us with the appropriate knowledge for being able to evaluate this historic district potential and boundaries. With private ownership of such a large grouping of resources, feelings and momentum could shift at any time, leaving such a Town to slip away without the supported knowledge and appreciation of the quality level of important local historical resources. In recent years, such lack of knowledge and appreciation has resulted in the loss of several notable buildings. The community has become more aware and vocal of the importance of our original buildings which demonstrate the story of our past as representative of our unique story and its effects on the present and future. This project supports this developing awareness and our County's desire to keep its heritage alive.

Multiple members of the Gunnison County Historical Preservation Commission took a tour of most of the remaining buildings at Crystal and have been in regular communication with the property owners. This essential partnership is in place and enthusiastic about the knowledge to be gained by this survey. The County has worked with the subcontractors bidding on the project and feels confident in furthering such relationships.

Section 6: Combined Scope of Work and Budget Form (20 points)

Note scope of work components on lines A through I (shaded in blue) and insert the associated cost in the space provided to the right of each line. Describe each scope of work component in the space directly below. If additional space is needed for descriptions, please continue into the next box field. Insert cash or in-kind match amounts in the space provided. Match is not required for Colorado CLG grants. See application instructions for more information on how to complete this form.

A.	File and Literature Review 1. OAHP Compass File Search 2. Order and review existing documentation 3. Online archival research of public and historic records. 4. Clerk and recorder records review	1,423.00
B.	Survey Fieldwork and Documentation 1. Draft land access request letter 2. Pre-field prep, travel to Gunnison County from Denver, and complete fieldwork, including photography 3. Draft and final OAHP 1403 forms for 15 properties	9,345.00
C.	Report Production 1. Draft report 2. Final report	5,190.00
D.	Direct Expenses 1. Mileage to/from Denver, Crystal for survey, City of Gunnison for Clerk and Recorder office research, between hotel and Crystal/Gunnison 2. Printing two hard copies of the final report 3. Two CDs of the final report	1,493.00
E.		

HISTORY Colorado

F.

G.

H.

I.

Project Total	$ 17,451.00
Grant Request	$ 17,451.00
Cash Match	
In-Kind Match	
Total Match	$ 0.00

Attachments:

It is strongly recommended that you provide the following information when applicable.

- ☑ W-9 (required)
- ☑ Estimates
- ☑ Photographs
- ☑ Maps
- ☐ Letters of Support

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gunnison County, Colorado

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Governmental Entity

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
200 East Virginia Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Gunnison, CO 81230

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
8 4 – 6 0 0 0 7 7 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** Linda Dienhueser **Date ▶** 1/14/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ERO Resources Corp.

January 7, 2018

Jody Reeser
PO Box 599
Gunnison, Colorado 81230

RE: Comprehensive intensive architectural survey of Crystal Townsite

Dear Ms. Reeser:

ERO Resources Corporation (ERO) is pleased to provide a cost estimate for completing an architectural survey of the Crystal Townsite (5GN1332). ERO understands that Gunnison County intends to submit a grant application to fund the survey under the Certified Local Government Grant Program.

As stated in the *Historic Resource Survey Plan Gunnison County, Colorado* (2016), the survey area should include all buildings located within the town's incorporated limits and along State Highway 3 at the intersection of Sections 27, 28, 33, and 34, Township 11 South, Range 87 West of the 6th Principal Meridian (project area). Forest Service archaeologists identified the entire townsite as a cultural resource under the Smithsonian number 5GN1332 in 1974, but did not complete an inventory of extant buildings nor provide an evaluation for the town as a potential historic district eligible for listing in the State and National Registers of Historic Places (S/NRHP). Tax assessor records and modern aerial photographs indicate that the survey would result in the documentation and evaluation of approximately 15 historical properties constructed between ca. 1885 and 1970. Each property will be documented on an individual OAHP Architectural Inventory form (1403) and evaluated as contributing or noncontributing features to the eligibility of the Crystal Townsite Historic District (5GN1332) for listing in the S/NRHP.

ERO Cultural Resource Specialist Abigail Sanocki (M.A.) will be conducting all fieldwork, documentation, and evaluative work. She exceeds Secretary of Interior Standards for conducting work in the field of architectural history and would serve as the Project Principal Investigator with assistance from ERO's staff cultural resource specialists and GIS department. Sean Larmore will serve as the Principal Investigator in Charge and would supervise reporting and contracting.

ERO will conduct the following tasks in support of the project. Assumptions for each task are provided below and the project budget is provided as an attachment to this letter.

Task A. File and Literature Review $1,423

ERO will conduct an archaeological file and literature search using the Office of Archaeology and Historic Preservation (OAHP) online Compass database in order to determine whether any additional cultural surveys have occurred within the project area since the 2016 survey

Denver
1842 Clarkson St.
Denver, CO 80218
303.830.1188

Durango
1015 ½ Main Avenue
Durango, CO 81301
970.422.2136

Hotchkiss
P.O. Box 932
161 South 2nd St.
Hotchkiss, CO 81419
970.872.3020

Idaho
4001 East Main Street
Emmett, ID 83617
208.365.7684

www.eroresources.com

plan was written. ERO will request the previous report and documentation for 5GN1332 from the OAHP; if not available at the OAHP, ERO will request it from the Forest Service.

ERO will also consult additional records, including general land office (GLO) records, county assessor and clerk and recorder records, cadastral surveys, master plats, and historical records to determine the age and construction history of all buildings in the project area. The literature review will inform the field inventory and provide archival information necessary for developing a brief historic context for 5GN1332 and evaluating the integrity and contributing status of each property.

Task Assumptions

- ERO assumes the OAHP will waive fees for copying the previous report and forms for 5GN1332.
- ERO will conduct research at the clerk and recorder's office during the fieldwork mobilization.

Product

- The literature review results will be summarized in the OAHP documentation forms (Task B) and survey report (Task C).

Task B. Survey Fieldwork and Documentation $9,345

ERO will conduct a comprehensive intensive architectural survey of the project area. This task will involve Ms. Sanocki and one staff cultural specialist conducting photographic documentation of each property. All buildings that are 50-years-old or older will be described on its own OAHP Architectural Inventory form (1403), mapped, photographed, and either receive a "contributing" or "noncontributing" recommendation.

Task Assumptions

- ERO's ability to photograph all sides of each building and record landscape features using a sub-meter GeoExplorer global positioning system (GPS) unit will depend on landowner permission for property access. This scope of work assumes the county is responsible for disseminating access permission letters and obtaining permission for land access. ERO will assist with preparing an access permission letter under this task.
- Ground conditions must be 80 percent free of snow and access roads must be dry in order to initiate survey. These stipulations are required by the SHPO and federal agencies.
- The number and complexity of cultural resources within the APE can substantially affect the level of effort to adequately document the resources. ERO's cost estimate assumes up to 15 properties will require documentation on an individual OAHP 1403 form. If more than 15 properties are encountered during the inventory, ERO will contact the client after the survey is completed and negotiate a new cost estimate.
- This task does not include inventory of archaeological features on an OAHP archaeological component form. Any archaeological resources observed during the survey will be documented in the appropriate fields of the subject property's OAHP 1403 form.

Products

- Technical memorandum with a brief overview of findings and management recommendations (submitted electronically).
- The survey methodology, results, and documentation forms will be submitted for county and agency review with the survey report (Task C).

Task C. Report Preparation $5,190

ERO will prepare a cultural resource survey report that conforms to OAHP (state) and Secretary of Interior Standards for Documentation. The report will include figures depicting the project area and tables listing the documented properties, their age and construction history, and their contributing status to the S/NRHP eligibility of 5GN1332. A separate appendix will include the completed OAHP 1403 forms and location maps

Task Assumptions

- ERO assumes up to two rounds of edits for the draft and two rounds of edits for the Final.

Products

- Digital Client Draft
- Digital Agency Draft
- Two hard copies of Final Report with compact disc and accompanying GIS files

Task D. Direct Expenses $1,493

All direct expenses will be associated with travel and materials necessary for hard copy report production. ERO assumes travel, fieldwork, and research at the Clerk and Recorder office will necessitate up to four nights of lodging (two rooms of lodging for four nights).

ERO appreciates the opportunity to assist you on this project. If I can provide you with additional information, please contact me at (303) 830-1188or by e-mail at asanocki@eroresources.com.

Sincerely,

Abigail Sanocki
Cultural Resource Specialist

Attachment: Project Budget

NAME OF APPLICANT: **Gunnison County**
NAME OF PROJECT: Crystal Townsite Architectural Survey
PROJECT # (Leave blank)

PROJECT BUDGET

TASK	CALCULATION	TOTAL
A. File and Literature Review 1. OAHP Compass File Search 2. Order and review existing documentation 3. Online archival research of public and historic records. 4. Clerk and recorder records review	 **1.** 0.5 hour @ $90 **2.** 1 hours @ $90 **3.** 10 hours @ $90 **4.** 2.5 hours @ 90; 2.5 hours @ $65	$1,423
B. Survey Fieldwork and Documentation 1. Draft land access request letter 2. Pre-field prep, travel to Gunnison County from Denver, and complete fieldwork, including photography 3. Draft and final OAHP 1403 forms for 15 properties	 **1.** 0.5 hour @ $90 **2.** 30 hours @ $90; 30 hours @ $65 **3.** 30 hours @ $90; 30 hours @ $65; 20 hours @ $80	$9,345
C. Report Production 1. Draft report 2. Final report	 **1.** 40 hours @ $90 **2.** 16 hours @ $90; 2 hours @ $75	$5,190
D. Direct Expenses 1. Mileage to/from Denver, Crystal for survey, City of Gunnison for Clerk and Recorder office research, between hotel and Crystal/Gunnison 2. Printing two hard copies of the final report 3. Two CDs of the final report 4. Lodging and per diem (four nights for two people)	 **1.** 750 miles @ $0.52 **2.** 300 B&W @ $0.15; 80 color @ $0.30 **3.** 2 CDs @ $1 **4.** 8 nights lodging @ $83; 8 days per diem @ $46	$1,493

PROJECT TOTAL **$17,451**
Cash Match (%)
Grant Award (%)

- **Round all numbers to the nearest whole dollars. For example, $145 not $144.67 or $122 not $122.27.**
- **Line items must define the costs of the project such as contractual services, travel costs etc., and indicate the rates, hours, miles, etc. for such costs in the "Calculation" column.**
- **The totals on this page must match the totals on the Organization Summary page.**
- **Verify that the numbers in all columns and rows add correctly.**

Crystal Townsite 1947, facing north.

Crystal Townsite 2018, facing north.

Crystal Townsite 2018, facing north-northwest.

Crystal Townsite, 1947, facing northwest.

Crystal Townsite 2018, facing northwest.

Crystal Mill 1893.

Crystal Mill 2018.

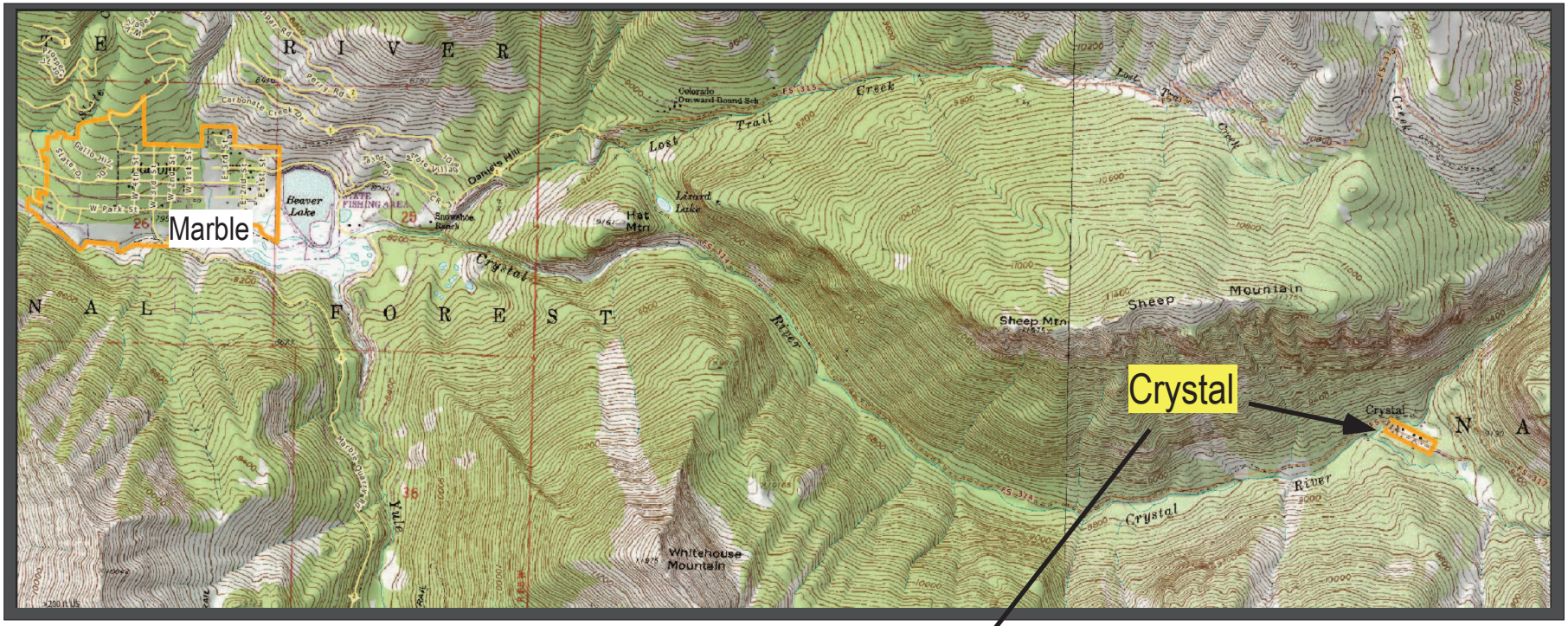
Crystal Townsite 1947, facing southeast.

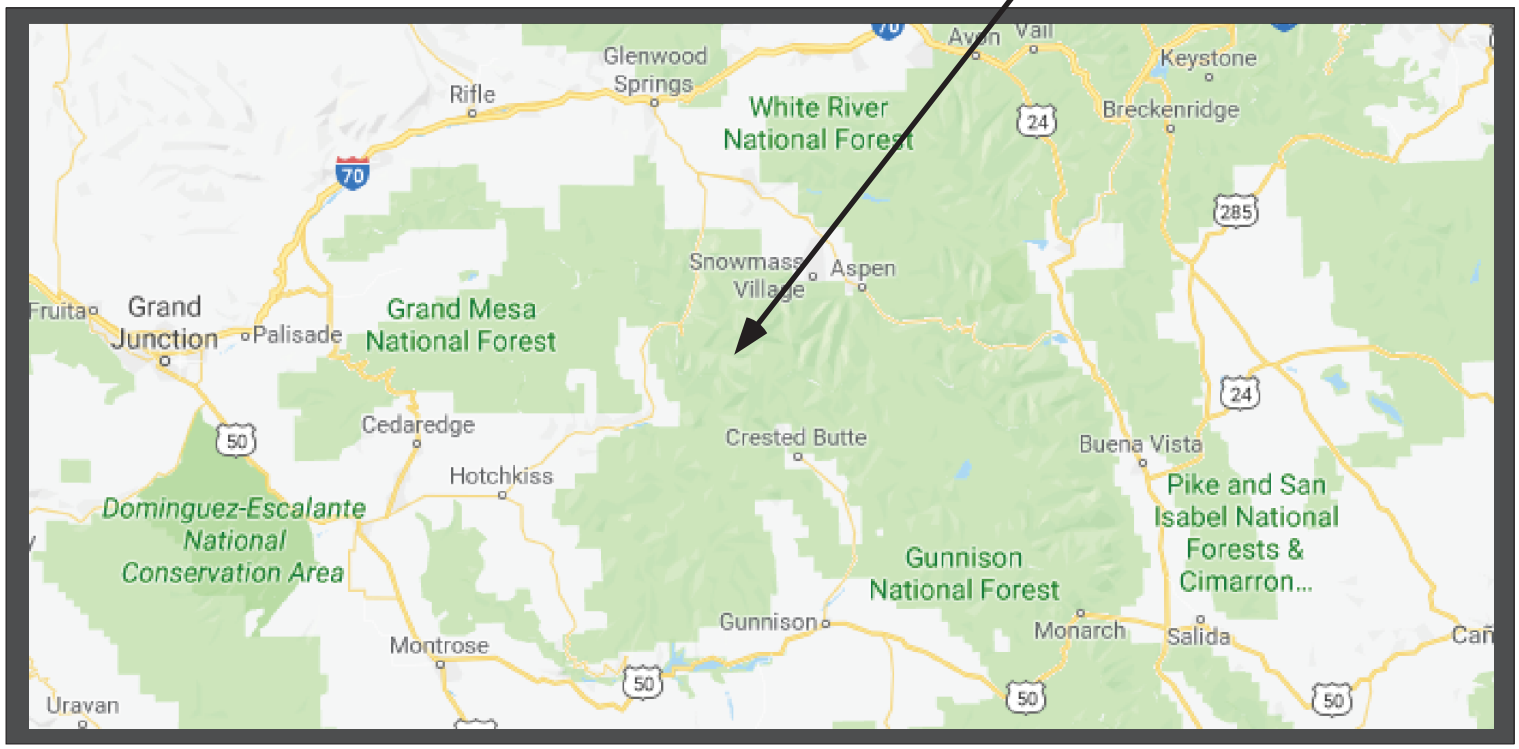
Crystal Townsite 2018, facing southeast.

Crystal Townsite, Crystal Club, 1947, facing west.

Crystal Townsite, Crystal Club, 2018, facing west-northwest.

Historic Crystal Townsite Map





HISTORY Colorado

March 5, 2019

Mike Pelletier
County of Gunnison
221 N. Wisconsin St., Suite G
Gunnison, CO 81230

Dear Mike Pelletier:

History Colorado has completed its review of grant applications submitted to the Certified Local Government Subgrant Program for the 2019 fiscal year. We are pleased to announce that a CLG subgrant of **$17,451** has been awarded to County of Gunnison for the Crystal Townsite Intensive Survey. Congratulations on your award!

These grants are funded in part by the National Park Service. Therefore, we cannot issue Intergovernmental Grant Agreements until we receive the federal funding allocation. We anticipate this to occur between late April and early June of this year and will issue Intergovernmental Grant Agreements at that time. **Sixty-six percent (66%) of the grant award is Federal dollars and thirty-four percent (34%) is State of Colorado dollars.**

Please note that work cannot begin until an Intergovernmental Grant Agreement has been fully executed. Any work completed outside of the contract period is not eligible for reimbursement.

Enclosed is **a risk assessment form that will need to be completed to initiate the agreement process**. Please submit the completed risk self-assessment no later than April 15, 2019. Please notify Grant Contract Specialist, Kami Harris, at kami.harris@state.co.us or 303-866-2976, if your contact information has changed or if you have any contractual or fiscal questions. Contact Erica Duvic, at erica.duvic@state.co.us or 303-866-4681, if you have any questions specific to your project. Please include your grant number (#CO-19-012) on all correspondence.

Pursuant to National Park Service regulations, all work funded by this grant must meet the Secretary of the Interior's Standards for Archaeology and Historic Preservation. Survey projects must also meet the standards established by History Colorado and the guidance detailed in the Colorado Cultural Resources Survey Manual.

Grant recipients are also required to demonstrate evidence of contacting and requesting bids from at least 3 qualified consultants. This evidence can be actual bids, an RFP, or simply a letter/email/other form of communication wherein you supply a project description and scope of work (and request a bid) from at least three qualified consultants. There is no requirement that you select the lowest bidder, rather we would emphasize the selection of the most qualified consultant that can work within your budgetary parameters. Additionally, while your procurement process must meet these minimum federal requirements, you should follow your local procurement rules if said local rules exceed these requirements. For other important requirements associated with your CLG subgrant, please see the **FY19 Certified Local Government Subgrant Application** at https://www.historycolorado.org/certified-local-government-grants.

Congratulations again on receiving this Certified Local Government Subgrant award. We look forward to issuing your project agreement and supporting your project to successful completion. If you have any

questions about the agreement process, please do not hesitate to contact me at erica.duvic@state.co.us or (303) 866-4681.

Sincerely,

Erica Duvic
Preservation Planner
Office of Archaeology and Historic Preservation
303-866-4681 (w) | erica.duvic@state.co.us

Mark A. Rodman
Chief Preservation Programs Officer | Deputy State Historic Preservation Officer
Office of Archaeology and Historic Preservation
303-866-3067 (w) | mark.rodman@state.co.us