

GRANT AWARD LETTER COVER PAGE

INTERGOVERNMENTAL SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Higher Education, History Colorado, the Colorado Historical Society		SHF Grant Number 2020-02-456
Grantee Town of Regent		Grant Issuance Date April 15, 2019
Agreement Maximum Amount \$200,000.00	Maximum Grant Funds Percentage 70.72%	Grant End Date April 15, 2021
Cash Match Amount \$82,815.00	Cash Match Percentage 29.28%	Encumbrance: CTGG1 2020*4562
Agreement Authority 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 The purpose of this project is to rehabilitate wood windows on east, south and west elevations Town Hall in Regent, Colorado.		
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none">1. Exhibit A, Statement of Work2. Exhibit B, Budget3. Exhibit C, Submittals & Deliverables4. Exhibit D, SHF Provisions5. Exhibit E, Property Protection6. Attachment 1, SHF Payment Request & Financial Report form <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none">1. The provisions of the other sections of the main body of this Agreement.2. Exhibit A, Statement of Work3. Exhibit B, Budget4. Exhibit C, Submittals & Deliverables5. Exhibit D, SHF Provisions6. Exhibit E, Property Protection		
Modifications		

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>STATE OF COLORADO Jared S. Polis, Governor History Colorado Dawn DiPrince, Executive Director or Designee</p> <hr/> <p>By: Dawn DiPrince, Executive Director or Designee</p> <p>Date: _____</p>	<p>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.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD History Colorado Breanne Nugent, Contracts Officer</p> <hr/> <p>By: Breanne Nugent or Designee</p> <p>Date: _____</p>
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SAMPLE

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.

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. “**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.

- K. **“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.
- L. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- M. **“Matching Funds”** means the funds provided by Grantee as a match required to receive the Grant Funds.
- N. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- O. **“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.
- P. **“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, 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.
- Q. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- R. **“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.
- S. **“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.
- T. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. **“Subcontractor”** also includes sub-grantees.
- U. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- V. **“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. PROPERTY

The real property in Montana County, Colorado, which has been listed in the State Register of Historic Properties, as the Town Hall located at 123 Main Street, Regent, Colorado more particularly described as

REGENT FILING NO 5 B1 PT L1 DIF RCP #2006-123568 RCD 8/01/2006

6. 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 Amount for each State Fiscal Year 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. Matching Funds

Grantee shall provide the Cash Match Amount shown on the first page of this Grant Award Letter and described in Exhibit B (the "Cash Match Amount"). Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Cash Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

C. Reimbursement of Grantee Costs

Upon prior written approval, 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 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. Payments

i. Payment Requests and Financial Reporting

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C.
- b. Grantee shall initiate payment requests using Attachment 1 submitted to the State in a form and manner approved by the State.
- c. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review.

E. Close-Out

Grantee shall close out this Grant within 30 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 10% of grant award amount until all final documentation has been submitted and accepted by the State as substantially complete.

7. 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 §6.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, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State 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.

8. 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. 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.

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.

9. 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.

10. 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. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

11. 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.

12. 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, 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.

13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as, 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.

14. 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.

15. 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.

16. 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.

17. 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. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

SCOPE OF WORK

I. Purpose: The purpose of this project is to rehabilitate wood windows on east, south and west elevations at Town Hall in Regent, Colorado.

II. Scope of Work is as follows:

A. Architectural Services

1. Perform field documentation and verification
2. Complete construction documents
3. Attend SHF meetings and prepare SHF deliverables
4. Provide bidding assistance
5. Provide construction administration services

B. Wood Window Rehabilitation – East, South and West Elevations

1. Rehabilitate wood windows on east elevation
2. Rehabilitate wood windows on south elevation of center of building and west elevation of center entry
3. Prep, prime, and paint exterior of windows
4. Install interior storm windows
5. Rehabilitate metal grilles at lower level windows
6. Touch-up interior finishes as required

BUDGET

TASK	AMOUNT
A. Architectural Services	\$ 22,390
B. Wood Window Rehabilitation	\$ 143,701
C. Overhead and Profit	\$ 35,045
D. General Conditions	\$ 61,902
E. Bonding	\$ 6,352
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DIRECT COSTS SUBTOTAL	\$269,390
F. Grant Administration *	\$5,000
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PROJECT SUBTOTAL	\$ 274,390
Contingency †	\$ 8,425
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PROJECT TOTAL	\$ 282,815
Grant Award (70.72%)	\$200,000
Cash Match (29.28%)	\$82,815

* Grant Administration cannot exceed 15% of *Direct Costs Subtotal* amount

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

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

LIST OF SUBMITTALS

<u>Project Reports</u>	<u>Due Date</u>	<u>Society Response</u>
a. Payment Request Form (Attachment 1). Deliverables # 1 – 2 below must be reviewed and approved before Advance Payment is made.	N/A	Advance Payment of Grant Award \$77,617
b. Progress Report # 1	May 1, 2019	Review *
c. Progress Report # 2	September 1, 2019	Review *
d. Progress Report # 3	January 1, 2020	Review *
e. Interim Financial Report (Attachment 1). Deliverables # 3 - 5 below must be reviewed and approved before Interim Payment is made.	January 15, 2020 **	Review & Approve. Interim Payment of Grant Award \$97,021. †
f. Progress Report # 4	May 1, 2020	Review *
g. Progress Report # 5	September 1, 2020	Review *
h. Progress Report # 6	January 1, 2021	Review *
i. Final Financial Report (Attachment 1).	January 15, 2021 ***	Review & Approve. Final Payment of Grant Award \$19,404. †

* At the discretion of the SHF technical staff, progress reports may not receive a response.

** Interim Financial Report due date is a guideline. Please submit Interim Financial Report when 40% or more of Advance has been expended and you are ready for the next payment.

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

† Payment may increase due to approval of contingency funds.

All deliverables must be received at least 30 days prior to the Grant End Date.

PROJECT DELIVERABLES

All deliverables must be submitted digitally to your assigned Resource Specialist unless a Hard Copy (HC) is specified, then a digital *and* hard copy must be submitted.

Project Deliverables

SHF Response

- | | |
|---|-------------------------------|
| 1. Initial Consultation with SHF Historic Preservation Specialist | Review Comment and/or Approve |
| 2. Subcontract Certification for: architect | Review Comment and/or Approve |
| 3. Before/existing condition photos of areas affected by Scope of Work (HC) | Review Comment and/or Approve |
| 4. Construction Documents/Plans and Specifications (HC) | Review Comment and/or Approve |
| 5. Subcontract Certification for: contractor | Review Comment and/or Approve |
| 6. Preconstruction meeting with SHF Historic Preservation Specialist | Review Comment and/or Approve |
| 7. Interim meeting with SHF Historic Preservation Specialist | Review Comment and/or Approve |
| 8. Copies of Change Orders | Review Comment and/or Approve |
| 9. After photos of areas affected by Scope of Work (HC) | Review Comment and/or Approve |

STATE HISTORICAL FUND PROVISIONS

1. STANDARDS OF WORK

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

2. DISSEMINATION OF ARCHAEOLOGICAL SITE LOCATIONS

The Grantee and Property Owner agree to provide History Colorado with copies of any archaeological surveys developed during the course of, or under a project financed either wholly or in part by History Colorado. The Grantee and Property Owner agree to otherwise restrict access to such archaeological surveys, as well as access to any other information concerning the nature and location of archaeological resources, in strict accordance with the provisions of History Colorado-Office of Archaeology and Historic Preservation, Policy on Dissemination of Information, adopted October 1991, a copy of which is available from History Colorado.

3. PUBLIC ACKNOWLEDGEMENT OF FUNDING SOURCE

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

4. MATCHING FUNDS

In the event that matching funds, as provided in Cover Page & Exhibit B, become unavailable, the State may, in its sole discretion, reduce its total funding commitment to the Project in proportion to the reduction in matching funds. If the total funding set forth in the Project Budget is not expended on completion of the Project, the State may reduce its pro-rata share of the unexpended budget.

5. ACCOUNTING

At all times from the effective date of this Contract until completion of this Project, the Grant Recipient and Property Owner shall maintain properly segregated books of State funds, matching funds, and other funds associated with this Project. All receipts and expenditures associated with said Project shall be documented in a detailed and specific manner, and shall accord with the Budget set forth in Exhibit B. Interest earned on funds advanced by the State shall be applied to eligible project expenditures, and will be deducted from the final payment.

6. QUALIFYING EXPENDITURES

Expenditures incurred by the Grantee or Property Owner prior to execution of this Agreement are not eligible expenditures for State reimbursement. If the Project involves matching funds, the State may allow prior expenditures in furtherance of the Scope of Work to be counted as part of such matching funds.

7. BUDGET REVISIONS

In the event budget line(s) need to be increased/decreased by 25% or more for any budget line item, grantee shall provide a written request, in advance, with a detailed explanation and information for the revision(s) in a form and manner approved by the state.

8. RECAPTURE

The following recapture provision shall apply only to a private/for-profit property owner: in the event that the property, as a whole, is sold or ownership transferred within a five-year period after completion of the grant, the following recapture provision shall apply: if the property is sold or ownership transferred within the first year after completion, one-hundred percent (100%) of the funds awarded shall be returned to the state, with a twenty percent (20%) reduction per year thereafter.

9. ACQUISITIONS

For acquisition projects, upon receipt by the State of documentation for the execution of a recorded deed of real property between Property Owner and Grantee, the State, Grantee, and Property Owner agree the Property Owner will cease to be a party to the Agreement.

10. PROPERTY INSURANCE

For projects with physical work, Property insurance covering the building, including the premises, its equipment, and owner's interest in improvements and betterments on an "all risk" basis, including where appropriate the perils of fire, flood, and earthquake. Coverage shall be written with a replacement cost valuation and include an agreed value provision. Coverage shall also include restoration back to the original state. The deductible amount shall not exceed \$25,000.

COVENANT PROPERTY PROTECTION

I. Parties: This Agreement is by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203 and **Town of Regent**, Property Owner, 123 Main Street, Regent, Colorado 81089.

II. Property: the Town Hall located at 123 Main Street, Regent, in Montana County, which has been listed in the State Register of Historic Properties, and is more particularly described as follows:

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III. Preservation of Property:

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

Easement Required: Yes No

- i. Property Owner shall place or cause to be placed on the property title a perpetual easement, which easement shall be transferred to an organization qualified to hold easements of this kind under Section 170(h)(3) of the Internal Revenue Code and Internal Revenue Service Regulations, Section 1.170A-14(c).
- ii. The easement shall, at a minimum, prohibit any alteration of the premises, which would affect the exterior appearance of the property unless first authorized by the easement holding organization with appropriate exceptions to permit routine maintenance. Other necessary language shall protect the interests of the easement holding organization in the event of damage to the property, and shall further require that the easement be transferred to a similar organization in the event that the selected organization becomes unable for any reason to perform its obligations pursuant to the easement agreement.
- iii. Property Owner agrees that the easement form and any associated costs shall be subject to the approval of the State. State shall pay the costs for the easement in the amount(s) set forth in Exhibit B.

B. **COVENANT:** The Property Owner hereby agrees to the following for a period of 20 years commencing on the effective date.

- i. Without the express written permission of History Colorado, no construction, alteration, movement, relocation or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would alter the architectural appearance of the Property, adversely affect the structural soundness of the Property, encroach on the open

land area of the Property, or adversely affect such prominent landscape features as trees, hedges, fences, walls or paths. Such work, when permitted shall be performed according to the Secretary of the Interior's *Standards for the Treatment of Historic Properties and the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings*, issued and as may from time to time be amended by the U.S. Secretary of the Interior, hereinafter collectively referred to as the "*Standards*". In all events, the Property Owner further agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Property according to the *Standards* so as to prevent deterioration of the Property.

- ii. In the event of severe damage or total destruction to the Property (defined, for the purpose of this provision, as sudden damage or loss caused by fire, earthquake, inclement weather, acts of the public enemy, riot or other similar casualty) not due to the fault of the Property Owner this provision shall terminate as of the date of such damage or destruction.
- iii. History Colorado, or a duly appointed representative of History Colorado, shall be permitted to inspect the Property at all reasonable times in order to ascertain if the above conditions are being observed.
- iv. When Section B is for COVENANT, within sixty (60) days of the completion of this Award, Property Owner covenants and agrees that History Colorado will record this Exhibit with the county clerk and recorder for the county in which the property is located. Property Owner further covenants and agrees that this Exhibit will constitute a binding covenant that will run with the land.
- v. When section B is for LETTER OF AGREEMENT, History Colorado will maintain record of this Exhibit until the expiration of the letter of agreement period.
- vi. The provisions of this Paragraph will cease to be effective upon the conveyance of an approved easement if such is required pursuant to EASEMENT Paragraph above.

SIGNATURE PAGE

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

<p>OWNER Town of Regent</p> <p>_____</p> <p>*Signature of Authorized Officer for Owner</p> <p>Date: _____</p>
<p>_____</p> <p>Printed Name of Authorized Officer</p> <p>_____</p> <p>Title of Authorized Officer</p>

PROPERTY OWNER NOTARIZATION:

STATE OF COLORADO, MONTANA COUNTY:

On this _____ day of _____, _____, before me the undersigned, a Notary Public for said State, personally appeared _____, to me personally known, who stated that he/she is _____, that no seal has been procured by said entity, and that the foregoing instrument was signed on behalf of said entity by authority of its City Council, and that as such officer, he/she acknowledged that he/she executed the foregoing instrument as his/her voluntary act and the voluntary act of the entity.

NOTARY PUBLIC

STATE OF COLORADO
Jared S. Polis, Governor
History Colorado
Dawn DiPrince, Executive Director or Designee

By: Dawn DiPrince, Executive Director or Designee

Date: _____

STATE OF COLORADO, CITY & COUNTY OF DENVER:

On this ____ day of _____, _____, before me the undersigned, a Notary Public for said State, personally appeared **Dawn DiPrince**, to me personally known, who stated that she is **Executive Director of History Colorado**, that no seal has been procured by said organization, and that the foregoing instrument was signed on behalf of said organization by authority of its Board of Directors, and that as such officer, she acknowledged that she executed the foregoing instrument as her voluntary act and the voluntary act of the State of Colorado-Department of Higher Education, History Colorado, the Colorado Historical Society.

NOTARY PUBLIC

