

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA - REVISION #1

DATE: Tuesday, May 6, 2025

Page 1 of 2

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Alcohol Beverage License #03-04714; Irwin Backcountry Guides LLC dba Taylor River Lodge; 7/6/2025 to 7/6/2026
 2. Alcohol Beverage License #04-01232; Skyhigh Colorado LLC dba Taylor Park Trading Post; 7/1/2025 to 7/1/2026
 3. Alcohol Beverage License #03-18448; Sapinero Village Inc dba Sapinero Village; 4/4/2025 to 4/4/2026
 4. Alcohol Beverage License #03-19226; Powder Monarch LLC dba Monarch Ski and Snowboard Area; 7/12/2025 to 7/12/2026
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- Minutes Approval
 1. April 15, 2025 Regular Meeting
 2. April 22, 2025 Special Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Amendment #4; Jviation Project No. 110015580.04; Gunnison-Crested Butte Regional Airport; \$44,930
 2. Contract Amendment #5; 23 IBEH 174456; Sheriff's Office; 7/1/2025 to 6/30/2026; \$168,000
 3. Grant Application; 2025 Community Grants Application; Health and Human Services; \$3,750
 4. Professional Services Agreement; RRC Associates; Community and Economic Development; 4/26/2025 to 6/30/2025; \$9,900
 5. Agreement Regarding Payment for Coroner's Work Space; PCL – CO Assets, LLC dba Gunnison Funeral Services; Coroner's Office; 5/1/2025 to 4/30/2026; \$7,800
 6. Grant Application; Rotary Club of Crested Butte; Juvenile Services; \$5,000
 7. Letter of Support; Representative Hurd; Brush Creek Intersection Improvements; Community Project Funding Request
 8. Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Cost of the Work Plus a Fee with a GMP); Adena Corporation; Facilities; 4/28/2025; \$137,971
 9. Award Letter; Gary Community Ventures; Health and Human Services; \$100,000
 10. Professional Services Agreement; Souder Miller and Associates; Public Works; 5/6/2025 to 12/31/2025; \$59,820
 11. Award Letter; Dental Health Care Program for Low-Income Seniors; Health and Human Services; FY2025-26; \$10,010
 12. Memorandum of Understanding; State of Colorado Department of Human Services; Health and Human Services; 7/1/2025 to 6/31/2026
 13. Grant Application; 2025 Injury and Violence Prevention Mini-grants Initiative; Health and Human Services; \$10,000

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM**. Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA - REVISION #1

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Page 2 of 2

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(REMOTE OPTION BELOW)

14. State of Colorado Intergovernmental Grant Agreement; Colorado Energy Office; Public Building Electrification Grant Program (PBEG); Facilities; 5/6/2025 to 4/30/2030; \$153,500
15. Professional Services Agreement; Gunnison Valley Mentors; Health and Human Services; 6/1/2025 to 12/31/2025; \$5,000
16. Quote 1150047-2; United Companies; Public Works; \$7,083.40
17. Professional Services Agreement; RG and Associates, LLC; Public Works; 5/6/2025 to 12/31/2025; \$21,150

8:35 am

- County Manager's Reports

8:40 am

- A Resolution Adopting Policy 1.2.11.2.5, Records Retention Schedules – Board of County Commissioners

8:45 am

- Boundary Line Adjustment; LUC-24-00040; Little Jackson LLC

8:50 am

- Gunnison Area Plan; Special Area Designation; Community and Economic Development

9:05 am

- **UPDATED:** Memorandum of Agreement Between the Board of County Commissioners of the County of Gunnison, Colorado and the Roaring Fork Valley Wildfire Collaborative Regarding U.S.D.A. Secure Rural Schools and Community Self-Determination Act, Title III Awards for 2024 Associated with Wildfire Mitigation Activities in Gunnison County, Colorado; Roaring Fork Valley Wildfire Collaborative (RFVWC); Emergency Management; 5/6/2025 until completed; \$10,000

9:25 am

- **Unscheduled Public Comment:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- **Executive Session,** pursuant to C.R.S. §§ 24-6-402(4)(b) and (4)(e)(I): Conference with County Attorney, Deputy County Attorney or Assistant County Attorney to receive legal advice related to the property tax abatement appeal by Matthew Smith BAA Case no. 2024BAA2411 and the proposed settlement
- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> prior to the meeting.

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://gunnisoncounty-org.zoom.us/j/89798905619>

One tap mobile

+12532158782,,82753657556#,,,,*471302# US (Tacoma)

+13462487799,,82753657556#,,,,*471302# US (Houston)

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM.** Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-04714; Irwin Backcoun

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins: _____ **Term Ends:** _____ **Grant Contract #:** _____

Summary:

Irwin Backcountry Guide LLC dba Taylor River Lodge

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk **Submitter's Email Address:** klsimillion@yahoo.com

Finance Review: Required Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review: Required Not Required

Comments:
Legally sufficient. SO 4/15/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/15/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 5/6/2025



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

**GUNNISON COUNTY
GUNNISON COUNTY CLERK
221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230**

LICENSE TYPE

**ALCOHOL BEVERAGE LICENSE #03-04714
to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.**

**IRWIN BACKCOUNTRY GUIDES LLC DBA TAYLOR RIVER LODGE
10931 COUNTY ROAD 742
ALMONT, COLORADO 81210**

Fee \$100.00

Effective Dates: 07.06.2025 - 07.06.2026

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 4-8-2025

Gunnison County Clerk
Kathy Simillion

Date

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**IRWIN BACKCOUNTRY GUIDES LLC
dba TAYLOR RIVER LODGE
10931 COUNTY ROAD 742
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-04714	License Expires at Midnight July 06, 2026
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 4/14/2025 RM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

DR 8400 (02/18/24)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

TAYLOR RIVER LODGE
PO BOX 1807
Crested Butte CO 81224

*Rec'd 4-8-25
 KH*

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 750.00

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

Paid by check
 Paid Online

Uploaded to MoveIt on Date

Licensee Name
 IRWIN BACKCOUNTRY GUIDES LLC

Doing Business As Name (DBA)
 TAYLOR RIVER LODGE

Liquor License Number 03-04714	License Type Hotel & Restaurant (county)
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Sales Tax License Number 30178000	Expiration Date 07/06/2025	Due Date 05/22/2025
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Business Address

Street Address 10931 COUNTY ROAD 742	Phone Number 9703497761
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City, State, ZIP Code
 Almont CO 81210

Mailing Address

Street Address
 PO BOX 1807

City, State, ZIP Code
 Crested Butte CO 81224

Email
 accounting@elevenexperience.com

Operating Manager Molly Minett	Date of Birth 4/22/1989
--	-----------------------------------

Home Address

Street Address		Phone Number
172 Blackstock Drive, Unit A		970-376-2641
City	State	ZIP Code
Crested Butte	CO	81224

1. Do you have legal possession of the premises at the street address?..... Yes No

Are the premises owned or rented? Owned Rented*

*If rented, expiration date of lease

5/31/29

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... Delivery Takeout Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... Yes No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... Yes No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... Yes No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? Yes No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? Yes No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? Yes No

If yes, attach a detailed explanation.

Scarp Ridge Lodge #03-03038
Taylor River Lodge #03-04714
The Movie Cabin #03-02906
The Parking Barn #03-02907

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Alan Pike

Title

Managing Member

Signature

[Handwritten Signature: Alan Pike]

Date (MM/DD/YY)

03/25/25

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

Title

County Clerk

Attest

[Handwritten Signature]

Signature

[Handwritten Signature: Kathy Semillion]

Date (MM/DD/YY)

4-8-25

Name (Individual/Business)

Irwin Backcountry Guides LLC DBA Taylor River Lodge

Social Security Number/Tax Identification Number

26-3024635

Home Phone Number

Business/Work Phone Number

970-349-7761

Street Address

10931 County Road 742

City

Almont

State

CO

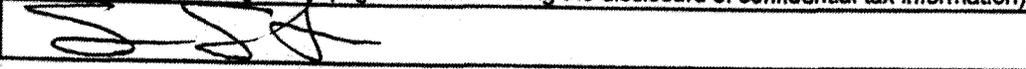
ZIP Code

81210

Printed name of person signing on behalf of the Applicant/Licensee

Susan Smith

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed



3/24/2025

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Irwin Backcountry Guides LLC owns and operates the following liquor licenses:

- 1. Scarp Ridge Lodge #03-03038**
- 2. Taylor River Lodge #03-04714**
- 3. The Movie Cabin #03-02906**
- 4. The Parking Barn #03-02907**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #04-01232; Skyhigh Colora

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Skyhigh Colorado LLC dba Taylor Park Trading Post

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/21/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/21/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

**GUNNISON COUNTY
GUNNISON COUNTY CLERK
221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230**

FERMENTED MALT BEVERAGE AND WINE

ALCOHOL BEVERAGE LICENSE #04-01232
to sell/Malt Liquor and wine for off premises
consumption in the County of Gunnison, Colorado.

**SKYHIGH COLORADO LLC DBA TAYLOR PARK TRADING POST
23044 COUNTY ROAD 742
ALMONT, COLORADO 81210**

Fee \$100.00

Effective Dates: 07.01.25 - 07.01.2026

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 4-14-2025 _____
Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300

Lakewood, CO 80401

**SKYHIGH COLORADO LLC
dba TAYLOR PARK TRADING POST
23044 COUNTY ROAD 742
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 04-01232	License Expires at Midnight July 01, 2026
License Type FERMENTED MALT BEVERAGE AND WINE(COUNTY)	
Authorized Beverages FERMENTED MALT BEVERAGE AND WINE	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 4/18/2025 RR

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

TAYLOR PARK TRADING
POST
23044 COUNTY ROAD
742
Almont CO 81210

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	367.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$367.50

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

received
4-14-25

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

- Paid by check
- Paid Online

Uploaded to MoveIt on Date

Licensee Name

SKYHIGH COLORADO LLC

Doing Business As Name (DBA)

TAYLOR PARK TRADING POST

Liquor License Number

04-01232

License Type

Fermented Malt Beverage and Wine(county)

Sales Tax License Number

42434484

Expiration Date

07/01/2025

Due Date

05/17/2025

Business Address

Street Address

23044 COUNTY ROAD 742

Phone Number

9706412555

City, State, ZIP Code

Almont CO 81210

Mailing Address

Street Address

23044 COUNTY ROAD 742

City, State, ZIP Code

Almont CO 81210

Email

t.brand.64.tb@gmail.com

Operating Manager

Theodore Brand

Date of Birth

10-09-1968

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? Yes No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? Yes No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? Yes No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Theodore Brand

Title

owner

Signature

Theodore Brand

Date (MM/DD/YY)

04/07/25

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

Title

Gunnison County Clerk

Signature

Hatley Simillion

Attest

[Signature]

Date (MM/DD/YY)

4-14-2025

Home Address

Street Address		Phone Number
23044 County Rd. 742		720-383-0716
City	State	ZIP Code
Almont	CO	81210

1. Do you have legal possession of the premises at the street address? Yes No

Are the premises owned or rented? Owned Rented* *If rented, expiration date of lease

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing? Delivery Takeout Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? Yes No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

Name (Individual/Business)

SKYHIGH COLORADO LLC / Theodore Brand

Social Security Number/Tax Identification Number

513-60-8837 / 42434484

Home Phone Number

720-383-0716

Business/Work Phone Number

970-641-2553
2553

Street Address

23044 County Rd. 742

City

Almont, CO

State ZIP Code

CO

81210

Printed name of person signing on behalf of the Applicant/Licensee

Theodore Brand

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

Theodore Brand

04/07/25

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-18448; Sapinero Villa

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Sapinero Village Inc

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/23/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/23/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 5/6/2025



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY
GUNNISON COUNTY CLERK
221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-18448
to sell/serve malt, vinous, spirituous liquor for (off the)-premises
consumption in the County of Gunnison, Colorado.

SAPINERO VILLAGE INC DBA SAPINERO VILLAGE
16020 HIGHWAY 50
GUNNISON, COLORADO 81230

Fee \$100.00

Effective Dates: 04.04.2025 - 04.04.2026

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended, and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 3-25-2025 _____
Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300

Lakewood, CO 80401

**SAPINERO VILLAGE INC
dba SAPINERO VILLAGE
16020 US HIGHWAY 50
Gunnison CO 81230**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-18448	License Expires at Midnight April 04, 2026
License Type RETAIL LIQUOR STORE (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 4/21/2025 RR

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Fees Due	
Annual Renewal Application Fee	\$ 250
Renewal Fee	312.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$312.50

Submit to Local Licensing Authority

received
 3-25-2025 *KJ*

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

Paid by check
 Paid online

Uploaded to MoveIt on Date

Licensee Name

Sapinero Village, Inc.

Doing Business As Name (DBA)

DBA Sapinero Village

Liquor License Number

03-18448

License Type

Retail Liquor Store

Sales Tax License Number

94906827

Expiration Date

4/4/25

Due Date

4/4/25

Business Address

Street Address

16020 US Hwy 50

Phone Number

970-641-3949

City

Gunnison

State ZIP Code

CO 81230

Mailing Address

Street Address

16020 US Hwy 50

City

Gunnison

State ZIP Code

CO 81230

Email

SapineroVillage@gmail.com

Operating Manager

Date of Birth

Kendal Rota

3/11/74

Home Address

Street Address

Phone Number

16020 US Hwy 50

719-210-8678

City

State ZIP Code

Gunnison, CO

CO 81230

1. Do you have legal possession of the premises at the street address?..... Yes No

Are the premises owned or rented? Owned

*If rented, expiration date of lease

Rented*

[Empty box for expiration date]

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... Delivery Takeout Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... Yes No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... Yes No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... Yes No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... Yes No
If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?..... Yes No
If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?..... Yes No
If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Kendal Roten

Title

owner

Signature

Kendal Roten

Date (MM/DD/YY)

3/26/25

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Gunnison County Clerk

Title

County Clerk

Signature

Kathy Semillior

Attest

[Signature]

Date (MM/DD/YY)

3-25-2025

Name (Individual/Business)

Sapinero Village

Social Security Number/Tax Identification Number

94900827

Home Phone Number

719-210-8678

Business/Work Phone Number

Street Address

16020 US Hwy 50

City

Gunnison Co

State ZIP Code

CO

81230

Printed name of person signing on behalf of the Applicant/Licensee

Kendal Rota

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

Kendal Rota

3/26/25

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-19226; Powder Monarch

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Powder Monarch LLC dba Monarch Ski and Snowboard Area

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/28/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/28/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

**GUNNISON COUNTY
GUNNISON COUNTY CLERK
221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230**

LICENSE TYPE

**ALCOHOL BEVERAGE LICENSE #03-19226
to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.**

**POWDER MONARCH LLC DBA MONARCH SKI AND
SNOWBOARD AREA
24500 HIGHWAY 50
GUNNISON, COLORADO 81230**

Fee \$100.00

Effective Dates: 07.12.2025 - 07.12.2026

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 4-21-25 _____
Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**POWDER MONARCH LLC
dba MONARCH SKI AND SNOWBOARD AREA
24500 US HIGHWAY 50
Gunnison CO 81230**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-19226	License Expires at Midnight July 12, 2026
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 4/28/2025 RR

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR AND TOBACCO ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**MONARCH SKI AND SNOWBOARD AREA
24500 US HIGHWAY 50
Gunnison, CO 81230**

**ALCOHOL BEVERAGE TAKEOUT
AND/OR DELIVERY PERMIT**

Liquor License/permit Number
03-19226

License Expires at Midnight
July 12, 2026

This permit allows your business to conduct:

- Takeout**
 Delivery

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 7, C.R.S., as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor and Tobacco Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 4/28/2025 RR

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

**MONARCH SKI AND
 SNOWBOARD AREA
 1 POWDER PLACE
 Salida CO 81201**

received
 4-21-25 *RL*

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.



Paid by check

Uploaded to Movelt on Date



Paid Online

Licensee Name

POWDER MONARCH LLC

Doing Business As Name (DBA)

MONARCH SKI AND SNOWBOARD AREA

Liquor License Number

03-19226

License Type

Hotel & Restaurant (county)

Sales Tax License Number

026434870000

Expiration Date

07/12/2025

Due Date

05/28/2025

Business Address

Street Address

24500 US HIGHWAY 50

Phone Number

7195305000

City, State, ZIP Code

Gunnison CO 81230

Mailing Address

Street Address

1 POWDER PLACE

City, State, ZIP Code

Salida CO 81201

Email

chaggerty@skimonarch.com

Operating Manager

Christopher Haggerty

Date of Birth

12/24/1983

Home Address

Street Address		Phone Number
10510 US Highway 50		973-902-6910
City	State	ZIP Code
Poncha Springs	CO	81242

1. Do you have legal possession of the premises at the street address? Yes No

Are the premises owned or rented? Owned Rented*

*If rented, expiration date of lease

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If

selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing? Delivery Takeout Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? Yes No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? Yes No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? Yes No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? Yes No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Christopher Haggerty

Title

General Manager

Signature

[Handwritten Signature]

Date (MM/DD/YY)

4/9/25

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

Title

County Clerk

Signature

Hatty Simillion

Attest

[Handwritten Signature]

Date (MM/DD/YY)

4-21-2025

Name (Individual/Business)

Monarch Mountain Ski and Snowboard Area; Powder Monarch LLC

Social Security Number/Tax Identification Number

82-0569617

Home Phone Number

Business/Work Phone Number

719-530-5000

Street Address

24500 US Highway 50

City

Gunnison

State

CO

ZIP Code

81230

Printed name of person signing on behalf of the Applicant/Licensee

Christopher Haggerty

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

[Handwritten Signature]

Date Signed

4/9/25

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT BOCC Minutes 4/15/2025

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

DRAFT BOCC Minutes 4/15/2025

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 5/6/2025

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
April 15, 2025**

The April 15, 2025 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Laura Puckett Daniels, Chairperson
Elizabeth Smith, Vice-Chairperson
Jonathan Houck, Commissioner
Matthew Hoyt, County Attorney

John Cattles, Assistant County Manager for
Operations and Sustainability
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:30 am.

ALCOHOL BEVERAGE LICENSE #05-23848-0002; THREE RIVERS RESORT INC DBA THREE RIVERS RESORT; 6/21/2025 TO 6/21/2026

Moved by Commissioner Houck, seconded by Commissioner Smith to approve Alcohol Beverage License for Three Rivers Resort as presented this morning. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:30 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:30 am.

A RESOLUTION AMENDING THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BUDGET FOR FISCAL YEAR 2024 AND AMENDING THE APPROPRIATION RESOLUTION Finance Director Ana Cañada was present for discussion.

FD Cañada relayed this is an addition to the ones that were created back in December and it is for 2024. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution 1, a Resolution Amending the Gunnison River Valley Local Marketing District Budget for Fiscal Year 2024 and Amending the Appropriation Resolution this morning. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison River Valley Local Marketing District at 8:32 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:32 am.

AGENDA REVIEW: There were no changes made to the agenda.

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the minutes for March 18, 2025 Regular Meeting and April 1, 2025 Regular Meeting as presented. Motion carried unanimously.

1. March 18, 2025 Regular Meeting
2. April 1, 2025 Regular Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

CONSENT AGENDA: **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the consent agenda as presented. Motion carried unanimously.

1. Administrative Services Agreement; Imagine360 Administrators, LLC; Human Resources; 1/1/2025 to 12/31/2025
2. Plan Document and Summary Plan Description for Gunnison County, Colorado; Cost Plus Plan; Imagine360; Human Resources; 1/1/2025 to 12/3/2025
3. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Bureau of Land Management Alternate; Andrew Stokes; Remainder of term through 2/1/2026
4. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Colorado Parks and Wildlife; Kathy Griffin; Remainder of term through 2/1/2026
5. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; U.S. Fish and Wildlife Service; Angela Trnka; Remainder of term through 2/1/2026
6. Acknowledgment of Appointment; Sustainable Tourism and Outdoor Recreation Committee; Bureau of Land Management; Brian Brown; Remainder of term through 2/1/2027

7. Acknowledgment of County Manager's Signature; Amendment to Owner-Engineer Agreement; 2302-00790-01 Amendment No. 01; KLJ Engineering LLC; Public Works; 4/1/2025 to 12/31/2025; \$60,850
8. Acknowledgment of County Manager's Signature; County Aid Agreement; Somerset Water Treatment Plan Upgrade; 1/1/2025 to 12/31/2025; \$20,000
9. Acknowledgment of County Manager's Signature; Ground Lease Agreement; GBIP Master Lease LLC; 2/1/2025 to 2/1/2045
10. Award Letter; Grant No. G-202410-06069; Health and Human Services; 4/1/2025 to 3/31/2028; \$66,500
11. Quote Summary; Axon Enterprise, Inc; Sheriff's Office; 7/1/2025 to 6/31/2030; \$99,586.34
12. Acknowledgment; Option Letter #1; Contract No. 2022*2745; Juvenile Services; 3/24/2025 to 6/30/2025; \$34,204
13. Grant Application; Temple Hoyne Buell; Gunnison/Hinsdale Early Childhood Council; Health and Human Services; 9/1/2025 to 8/31/2025; \$30,000
14. Grant Application; Colorado Statewide Parent Coalition; Gunnison/Hinsdale Early Childhood Council; Health and Human Services; 7/1/2025 to 6/30/2025; \$42,002.09
15. Acknowledgment; State of Colorado Intergovernmental Grant Agreement; EIAF-25-027; 3/21/2025 to 4/30/2027; \$200,000
16. Contract Amendment #5; Contract No. 23 IBEH 174456; Sheriff's Office; 7/1/2022 to 6/30/2026; \$TBD
17. Joint Provider Agreement; Colorado Medical Society; Juvenile Services; 4/23/2025; \$3,000
18. Acknowledgment of County Manager's Signature; Amendment No. 2; Professional Services Agreement; MGT Impact Solutions, LLC; 3/7/2023 to 10/31/2025; \$6,150
19. Service Order; 20250403-220820661; Visionary Broadband; Mountain View Apartments; 4/3/2025 to 4/2/2030; \$89,820
20. Grant Request; Next50; Health and Human Services; 2025-2026; \$20,000
21. Order Form; Policy Confluence, Inc (Polco); Administration; 5/25/2025 to 5/24/2027; \$21,300
22. Amendment to Grant Agreement; Federal Award No. 693JJ32340157 Amendment No. 0001; 6/13/2023 to 4/15/2025; \$52,572.79
23. Second Amendment to Professional Services Agreement; CBS Accounting; 10/30/2024 to 4/30/2025; \$2,000
24. Confirmation of Purchase/Sale Agreement; Suncor Energy; Public Works; Confirmation No. GNC-5541-20250401-23690; 4/1/2025 to 12/31/2025; \$670 per ton
25. Acknowledgment; Option Letter #4; Contract No. 2023*2302; 3/24/2025 to 6/29/2025; \$11,500
26. Professional Services Agreement; Black Dragon Development; Facilities; 1/1/2025 to 12/31/2025; \$497,000
27. Development Improvements Agreement; Terra Vista Subdivision; Attorney's Office
28. Trade Contractor Agreement; Spallone Construction, Inc; Facilities; 4/15/2025 to 12/31/2025; \$235,503
29. Trade Contractor Agreement; United Companies; Facilities; 4/15/2025 to 12/31/2025; \$208,400

A RESOLUTION AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2024 AND AMENDING THE APPROPRIATION RESOLUTION Finance Director Ana Cañada was present for discussion.

FD Cañada noted this is an amendment for the 2024 budget where there were some additional reconciliations. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve Resolution 2025-17, a Resolution Amending the Gunnison County Budget for Fiscal Year 2024, and Amending the Appropriation Resolution. Motion carried unanimously.

SCHEDULE CHANGE: Commissioner Puckett Daniels relayed they will do the Best and Brightest Management Fellowship Program Memo first due to waiting on staff from the Assessor's office for the Hearing.

DEPARTMENT OF LOCAL AFFAIRS; BEST AND BRIGHTEST MANAGEMENT FELLOWSHIP PROGRAM MEMO

ACM Cattles noted this is a program to give master's students experience working in a local government and the ask is to apply for the grant that supports this program. The Department of Local Affairs (DOLA) will pay for half of the student's salary and the County will pay the rest. Commissioner Houck and Commissioner Smith both expressed interest in pursuing this and thought it would be great opportunity. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve participation in the DOLA Best and Brightest Program, and also be prepared to allocate the matching funds required for our half to participate in this program along with DOLA. Motion carried unanimously.

HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2022 & 2023; R030724; PARCEL NO. 3255-120-02-044; LOT F RIVER BEND SUBDIVISION; BRIAN WATTS Appraiser III Chris Nutgrass was present for discussion.

1. Open Hearing. Commissioner Puckett Daniels opened the hearing at 8:52.

2. Public Notice Confirmation. Clerk to the Board Holly Perry confirmed that the hearing had been properly public noticed.
3. Identify Ex Parte Communications. There were no ex parte communications identified.
4. Staff Presentation. Appraiser Nutgrass noted the 2023 portion was approved by the Assessor's Office due to an appeal in 2024 that caused corrections to the record that resulted in granting the 2023 petition. However, they are suggesting a denial for year 2022 because the sales support the current valuation of that property due to a sale on the property that occurred in March of 2018. Commissioner Puckett Daniels confirmed the appraisal date was 36 months backwards from June 30, 2020.
5. Applicant Presentation. The applicant was not in attendance.
6. Board Questions. Commissioner Smith clarified that the 2023 petition has already been approved and the Board is just needing to decide on 2022. Appraiser Nutgrass confirmed.
7. Public Comments. Commissioner Puckett Daniels opened the hearing to comments at 8:56 am. There were no public comments.
8. Acknowledge Correspondence Received. No additional correspondence was identified.
9. Applicant Response. The applicant was not present.
10. Close Hearing. Commissioner Puckett Daniels closed the hearing at 8:57 am and immediately reconvened the Gunnison County Board of County Commissioners meeting.

Moved by Commissioner Puckett Daniels, seconded by Commissioner Houck to deny the petition for abatement or refund of taxes for property tax year 2022, R030724. Motion carried unanimously.

MINOR IMPACT; LUC-24-00053; DUNBAR FAMILY PARTNERSHIP SUBDIVISION; A RESOLUTION CONCERNING LUC-24-00053, A LAND USE CHANGE PERMIT APPLICATION FOR A MINOR IMPACT LAND USE CHANGE FOR A 2-LOT SUBDIVISION LOCATED ON PARCEL #3787-000-00-109 AND LEGALLY DESCRIBED AS TOWNSHIP 49 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN: A TRACT OF LAND LOCATED WITHIN THE E1/2 OF SECTION 10, AND IN THE W1/2 OF SECTION 11, TOWNSHIP 49 NORTH, RANGE 1 WEST OF THE NEW MEXICO PRINCIPAL MERIDIAN, SAID TRACT OF LAND ALSO BEING A PORTION OF PARCEL 1 OF THE DOS RIOS RANCHES, INC. AS DESCRIBED IN BOOK 385 AT PAGE 294, ACCORDING TO THE DEED RECORDED SEPTEMBER 9, 2016 AT RECEPTION NO. 641870, COUNTY OF GUNNISON, STATE OF COLORADO Planner Rachael Blondy and Adam Ostmeyer were present for discussion.

Planner Rachel Blondy noted the applicant is interested in subdividing a lot that is south of Gunnison into two lots, a 109.9-acre lot, and a 7.31-acre lot, in order for the current tenant to own the smaller lot. She then confirmed that Dos Rios water and sewer can be extended if needed for future development. Planner Blondy requested for the Commissioners to decide if another public hearing was necessary and then move forward from there with a decision. After a brief discussion, the Board decided that an additional public hearing was not needed. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve Minor Impact Project LUC-24-00053, the Dunbar Family Partnership Subdivision, as presented this morning and authorize the Chair's signature on the plat. The motion was amended to include the adoption of Resolution number 18. Motion carried unanimously.

A RESOLUTION AMENDING RESOLUTION NO. 22-21 SCHEDULE OF FEES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT PERMIT APPLICATIONS; AMENDING RESOLUTION NO. 17-12 FOR GUNNISON SAGE-GROUSE REVIEW FEES; AND AMENDING RESOLUTION NO. 11-17 FOR OIL AND GAS OPERATION APPLICATION FEES Assistant County Manager for Community and Economic Development Cathie Pagano and Planning Director Hillary Seminick were present for discussion.

Commissioner Puckett Daniels asked for clarification on the memo versus the resolution because there seemed to be discrepancies. ACM Pagano clarified the memo did not change and is included for reference, but the resolution is only for land use fees and the building permit fees will occur later since they require a public hearing. She stated due to the concern of the variance fee rate of \$3,132 they have modified it to \$1,182 which is the same application fee as the administrative review projects, the sage-grouse and oil and gas fees will be subject to the consumer price index annually, and the Gold Basin Industrial Park Special Area Permit would also be \$1,182.

Commissioner Smith asked about the emergency exception to which ACM Pagano explained it is where they can ask the Board for an exception from the regulatory standards due to an emergency situation that would allow them to also concurrently apply for any land use application that may be required and that the fee aligns with special event permit.

Commissioner Smith then verified that there is a process to appeal even if the appellate does not have the financial means to appeal. ACM Pagano and CA Hoyt confirmed the appellant would have to establish their case under the Land Use Resolution (LUR) Section 3-109(C) or Land Use Resolution (LUR) Section 8-103. Commissioner Houck expressed that this shifts some responsibility both ways without taking the ability for someone to do an appeal. Commissioner Puckett Daniels noted she struggles with the cost due to the fees potentially being prohibitive. CA Hoyt relayed that he believes that the primary factor must be the cost of the actual proceeding and if they want the LUR to have a means test for an appellant, it would have to be amended to make sure that was clear, but that the minimum floor is the actual hard cost of preparing the record.

Commissioner Houck relayed that the current \$250 fee is woefully inadequate, and that a lot of appeals will exceed the \$3,000 fee, but they do have the ability to lower fees if an appeal is straight forward and less complicated, but they do not have a mechanism to raise fees for complicated appeals. ACM Pagano stated that the appeals that have been received over the past three years have been outside of the normal land use review process and for decisions made by the CB South Board of Directors or enforcement actions, but the land use process does offer a significant opportunity for the public to engage. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve Resolution 2025-19, a Resolution Amending Resolution 22-21 Schedule of Fees for the Gunnison Community Development Department Permit Applications; Amending Resolution 17-12 for Gunnison Sage-Grouse Review Fees; and Amending Resolution No. 11-17 for Oil and Gas Operation Application Fees as presented today and authorize the signatures of the full Board on the Resolution. Motion carried unanimously.

VOUCHERS AND TRANSFERS APPROVAL: Finance Director Ana Cañada presented the voucher approval report dated March 18, 2025 and the cash transfer authorization dated March 2025 for discussion and approval. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the vouchers in the amount of \$5,394,681.27. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the cash transfer in the amount of \$6,611,300.84. Motion carried unanimously.

TREASURER'S MONTHLY REPORT: County Treasurer Debbie Dunbar presented the March 2025 Treasurer's report, an investment report dated March 2025, and a quarterly report dated Jan-Mar 2025 for discussion and acceptance. **Moved** by Commissioner Smith, seconded by Commissioner Houck to accept the Treasurer's Monthly Report for March 2025 and authorize the Chair's signature. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT: There were no persons present for discussion.

COMMISSIONER ITEMS:

Commissioner Houck:

1. Sawtooth Ribbon Cutting – Commissioner Houck relayed the important part of the experience was seeing the sense of relief around the security of housing. He also thanked everyone for the work that went into it.
2. Wolf Reintroduction – Commissioner Houck met with the Stockgrowers about concerns of the programs being in place and the method of approval through the ballot was a strange way to do biology. The main concern was the State's ability to bring forward programs and resources necessary to provide of level of protection for the interest of the Stockgrowers. Commissioner Houck then conveyed they would also like to sit down with them as the Board to talk about some requests they can make to the State.
3. Draft Economic Development Plan – Commissioner Houck attended the City of Gunnison's Public Open House for their Draft Economic Development Plan. He stated they clearly understand the need to stimulate the local economy and are bringing forward ideas to allow more opportunity for entrepreneurial spirit to flourish in the City of Gunnison.
4. Public Lands Agencies – Commissioner Houck has been in touch with the public land agencies and relayed that they are working through their staffing issues and that some that lost their job were offered them back through the court action, however, not all of them took them back.
5. Colorado Parks and Wildlife (CPW) – Commissioner Houck is talking with Director Dan Gibbs regarding a more coordinated management potential whether it's the State Park model or a management model and what it looks like.
6. Town Hall Series – Commissioner Houck noted they are trying to think of some big picture items to discuss at the Town Hall and how to message that out.
7. Taylor Local Users Group – Commissioner Houck stated he was not able to meet with the Taylor Local Users Group but will follow up with them for their recommendations for going into this year.

Commissioner Smith:

1. Colorado Parks and Wildlife (CPW) Bill – Commissioner Smith relayed this bill looks to include and manage motorized use. Commissioner Houck confirmed that the only place they can control use is on State-owned land which is often utilized for hunting and angling opportunities.
2. Colorado Counties, Inc. Steering Committees (CCI) – Commissioner Smith stated that CCI is sending a letter to Senator Hickenlooper about the Secure Rural Schools (SRS) Program. The

SRS Program is currently expired and forest counties will not receive critical SRS payments in the spring unless approved in Congress. CCI asked Senator Hickenlooper to cosponsor Senate Bill 356 to reauthorize the program.

- 3. Southwest Colorado Opioid Regional Council – Commissioner Smith will be attending in Montrose tomorrow to make some funding decisions for up to \$1.5 million to distribute on this round of grant applications. She relayed it is encouraging to see the different applications and the increased interest for this round compared to the first.

Commissioner Puckett Daniels:

- 1. Draft Economic Development Plan – Commissioner Puckett Daniels attended the morning open house and conveyed to staff that it would be beneficial to loop the BOCC in if their outcomes would affect TAPP or the ICELab and encouraged the staff to come present to the Board.
- 2. Colorado Parks and Wildlife (CPW) – Commissioner Puckett Daniels spoke with Area Wildlife Manager Brandon Diamond and requested that he come to the BOCC to present the wildlife tools for planning and how they can be used.
- 3. Mayors and Managers – Commissioner Puckett Daniels was able to tour the new Homestead Homes in Mt. Crested Butte. She emphasized she enjoyed seeing the different efforts that the different jurisdictions and communities are making in the area.
- 4. Sustainable Tourism and Outdoor Recreation Committee (STOR) – Commissioner Puckett Daniels explained that STOR had an ad hoc subcommittee that met to talk about additional funds to hire staff for the recreation department in the U.S. Forest Service office. STOR is putting \$15,000 from a Great Outdoors Colorado (GOCO) grant, and MetRec is matching the \$15,000. STOR has composed a letter requesting funding that was sent out to STOR partners to reach \$60,000. Commissioner Puckett Daniels commented that President of the Stockgrowers Andy Spann stated that ranching does better if recreation is better which resonated with her. However, she wanted to make it clear that this is not sustainable in the long term, so they are putting together a second part to the campaign which is public messaging around how they care about the public lands here and they are stepping in to fill the gap. Commissioner Puckett Daniels then expressed that she does not want to make decisions now that become evidence for divest from public lands in the future. Commissioner Smith asked what the \$60,000 will do, and Commissioner Puckett Daniels explained it will be to hire four people for the Forest Service office.
- 5. Congressman Hurd – Commissioner Puckett Daniels conveyed that she was able to speak to Congressman Hurd on the phone. Commissioner Puckett Daniels is working to schedule a time for him to attend virtually with the commissioners in the next few weeks and he is planning to do an in-person event in May in Gunnison. She stated Congressman Hurd reiterated he wants to engage with local governments and hear from them as well as being responsive to those needs.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 10:03 am.

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Vice-Chairperson

Jonathan Houck, Commissioner

Minutes Prepared By:

Holly Perry, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

Note: For all the details of each resolution including any exhibits, please refer to gunnisoncounty.org

**GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2025-1**

**A RESOLUTION AMENDING THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
BUDGET FOR FISCAL YEAR 2024 AND AMENDING THE APPROPRIATION RESOLUTION.**

WHEREAS, at the time of the adoption of the budget for the Gunnison River Valley Local Marketing District for fiscal year 2024 certain expenditures were not anticipated; and

WHEREAS, revenues can now be identified for such expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that a supplemental budget and appropriation resolution be adopted in the following respects:

- 1. Local Marketing District Fund. The revenues are increased in the amount of \$51,010 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$51,010 as detailed by account numbers on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the Gunnison River Valley Local Marketing District, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2023-1 and 2023-2 respectively - for the Gunnison County Local Marketing District for the fiscal year beginning January 1, 2024 and ending December 31, 2024; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 15th day of April 2025.

GUNNISON RIVER VALLEY
LOCAL MARKETING DISTRICT

Houck – yes; Puckett Daniels – yes; Smith – yes.

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2025-17**

**A RESOLUTION AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2024 AND
AMENDING THE APPROPRIATION RESOLUTION.**

WHEREAS, at the time of the adoption of the budget for Gunnison County for fiscal year 2024 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, those revenues and expenditures can now be identified;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that a supplemental budget and appropriation resolution be adopted in the following respects:

- 2. General Fund. The expenditures are increased in the amount of \$5,255,758 as detailed by account numbers on Appendix A attached.
- 3. Human Services Fund. The revenues are increased in the amount of \$79,300 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$83,500 as detailed by account numbers on Appendix A attached
- 4. Debt service Fund. The revenues are increased in the amount of \$134,905 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$134,905 as detailed by account numbers on Appendix A attached.
- 5. Risk Management Fund. The revenues are increased in the amount of \$12,230 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$12,230 as detailed by account numbers on Appendix A attached.
- 6. Capital Expenditures Fund. The revenues are increased in the amount of \$177,770 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$177,770 as detailed by account numbers on Appendix A attached.
- 7. Waste Water Fund. The revenues are increased in the amount of \$244,500 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$244,500 as detailed by account numbers on Appendix A attached.
- 8. ISF III Fund. The revenues are increased in the amount of \$1,737,000 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$1,737,000 as detailed by account numbers on Appendix A attached.

- 9. Public Trustee Fund. The revenues are increased in the amount of \$682,804 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$682,804 as detailed by account numbers on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the County, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2023-27 and 2024-49 respectively - for Gunnison County for the fiscal year beginning January 1, 2024 and ending December 31, 2024; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 15th day of April 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes; Puckett Daniels – yes; Smith – yes.

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 25 - 18**

CONCERNING LUC-24-00053, A LAND USE CHANGE PERMIT APPLICATION FOR A MINOR IMPACT LAND USE CHANGE FOR A 2-LOT SUBDIVISION LOCATED ON PARCEL # 3787-000-00-109 AND LEGALLY DESCRIBED AS TOWNSHIP 49 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN: A TRACT OF LAND LOCATED WITHIN THE E1/2 OF SECTION 10, AND IN THE W1/2 OF SECTION 11, TOWNSHIP 49 NORTH, RANGE 1 WEST OF THE NEW MEXICO PRINCIPAL MERIDIAN, SAID TRACT OF LAND ALSO BEING A PORTION OF PARCEL 1 OF THE DOS RIOS RANCHES, INC. AS DESCRIBED IN BOOK 385 AT PAGE 294, ACCORDING TO THE DEED RECORDED SEPTEMBER 9, 2016 AT RECEPTION NO. 641870, COUNTY OF GUNNISON, STATE OF COLORADO

WHEREAS, the Applicant, Dunbar Family Partnership, LLC, proposes the subdivision of Parcel #3787-000-00-109, dividing a 111.05-acre undeveloped parcel into two lots: Tract 1 (7.31 acres) and Tract 2 (102.60 acres). The acreage includes 1.51 acres of County-owned Fairway Lane. No private or public improvements are proposed as part of this subdivision; and

WHEREAS, the parcels can be served by Gunnison County Water and Sanitation District. The County provided a letter stating the following:

The above parcel being subdivided into two parcels located between Fairway Lane and County Road 50 in the Dos Rios Water and Sewer Division of the Gunnison County Water and Sanitation District is located within 400 feet of the Dos Rios Sewer Collection System.

WHEREAS, Tract 1 will be accessed with an existing easement off County Road 50 and Tract 2 will be accessed off Fairway Lane; and,

WHEREAS, the application was sent for referral to Colorado Geological Survey, Gunnison Conservation District, Gunnison Watershed School District, Gunnison County Public Works, Gunnison County Fire Protection District and the City of Gunnison on October 17, 2024. Responses were not received from the following departments/agencies: Gunnison Watershed School District; and,

WHEREAS, pursuant to LUR Section 12-107 *Fire Protection*, the Gunnison County Fire Protection District provided comment:

No fire issues with the subdivision.

WHEREAS, Colorado Geological Survey provided comment as follows:

No geologic hazards are known or suspected to be present that impact the 111.5-acre proposed LUC-24-00053 subdivision. The applicant states that no new uses or structures are planned, and that both tracts will remain in agricultural uses, so CGS has no objection to approval.

WHEREAS, The City of Gunnison Planning and Zoning Commission provided the following comment in a letter dated December 12, 2024.

The City has the following observations regarding this proposed use:

- 1. The Three-Mile Plan (1997) defines the parcel as Moderate Density Residential (1-6 units/acre) and Rural Residential with a density of 1 unit/5-25 acres.*
- 2. The Minor Impact is partially within the Urban Growth Boundary.*

3. *The Minor Impact proposes to subdivide a 109.91 – acre parcel into two parcels: Tract 1 at 7.31 acres and Tract 2 at 102.6 acres.*
 4. *The site has several existing structures including an equipment shed, livestock shed, hay shed, and utility shed, and corrals; all of which will be within Tract 1 of the subdivision.*
 5. *Adjacent land uses include agricultural, commercial (KOA Campground), residential, Hartman’s Castle and industrial park to the east, County Road 38 to the north, and residential to the south and west.*
 6. *The proposed Minor Impact is compatible with the surrounding neighborhood.*
- Based on the above observations and the compatibility of the Minor Impact with the surrounding neighborhood, the Commission supports the Dunbar Family Partnership Subdivision Request; and*

WHEREAS, a Planning Commission work session was held on January 9, 2025 and the Planning Commission directed staff to schedule the public hearing; and,

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on March 20, 2025. The Gunnison County Planning Commission approved a Recommendation of conditional approval of the Subdivision and forwarded said Recommendation to the Board of County Commissioners for their review; and

WHEREAS, the Board of Commissioners did, on April 15, 2025, receive and review the Planning Commission’s Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission’s March 20, 2025 recommendation, with the following Findings and Conditions of Approval:

FINDINGS:

The Gunnison County Board of County Commissioners finds that:

1. This application is consistent with the standards and requirements of this Resolution.
2. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

1. A mylar subdivision plat, in compliance with Section 6-105, *Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.
2. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.
3. This permit is limited to activities described within the “Project Description” of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
4. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
5. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
6. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
7. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. LUC-24-00053 is approved as a Minor Impact Project, subject to each and all conditions, as identified above.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 15th day of April 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes; Puckett Daniels – yes; Smith – yes.

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 25-19**

**A RESOLUTION AMENDING RESOLUTION NO. 22-21 SCHEDULE OF FEES FOR THE
COMMUNITY DEVELOPMENT DEPARTMENT PERMIT APPLICATIONS; AMENDING
RESOLUTION NO. 17-12 FOR GUNNISON SAGE-GROUSE REVIEW FEES; AND AMENDING
RESOLUTION NO. 11-17 FOR OIL AND GAS OPERATION APPLICATION FEES**

WHEREAS, pursuant to the Gunnison County *Land Use Resolution*, the *International Building Code*, and the Gunnison County *Onsite Wastewater Treatment System Regulations*, the Board of County Commissioners is authorized to set and amend the Community Development Department’s permit application fees in order to compensate the County for the cost of review and processing of permit applications;

WHEREAS, Community Development staff has provided the Board of County Commissioners a fee analysis in a memo dated March 14, 2025 titled “Building Permit Fees.” The report includes analysis of the fees for building permits and other permits in the Community Development department;

WHEREAS, Section 3-109: C. *Application and Review Fees* of the Gunnison County *Land Use Resolution* states: "In order to compensate the County for the cost of reviewing and processing applications for land use change permits, each applicant shall pay the fees, as shown in a schedule of fees charged for permits issued by the Community Development Department, adopted and amended from time to time by the Board. The fee schedule is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application[;]" and

WHEREAS, fees for Gunnison Sage-Grouse reviews for permit applications were adopted in Resolution No. 17-12, recorded in the office of the Gunnison County Clerk and Recorder at Reception No. 645541; and

WHEREAS, fees for Oil and Gas Operations application were adopted in Resolution No. 11-17, recorded in the office of the Gunnison County Clerk and Recorder at Reception No.604949; and

WHEREAS, the Gold Basin Industrial Park Regulations were adopted in Resolution No. 05-26 recorded in the office of the Gunnison County Clerk and Recorder at Reception No. 554664 and amended in Resolutions No. 24, Series 2008 recorded at Reception No. 584387 and Resolution No. 21, Series 2010 recorded at Reception No. 599443. The Gold Basin Industrial Park Regulations and subsequent amendments did not include an adopted fee schedule; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Gunnison County Board of Commissioners Resolution No. 22-21 shall be amended as follows:

1. The Community Development Department amended Fee Schedule for specific land use change permit applications is hereby adopted and attached as Exhibit A hereto.
2. All Community Development Department fees shall be reviewed at the end of every three (3) years by Community Development Department staff to ensure that the costs of development are adequately compensated by the fee schedule.
3. All Community Development Department fees shall be adjusted annually in accordance with the Consumer Price Index including the Gunnison Sage-Grouse fees, the Oil and Gas Operation fees, and the Gold Basin Industrial Park fees.
4. The Gold Basin Industrial Park application fee shall be adopted in the attached Fee Schedule for Gold Basin Industrial Park and is hereby adopted and attached as Exhibit B.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 15th day of April 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes; Puckett Daniels – yes; Smith – yes.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT BOCC Minutes 4/22/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

DRAFT BOCC Minutes 4/22/2025

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 5/6/2025

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
April 22, 2025**

The April 22, 2025 meeting was held in the Board of County Commissioners’ meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Laura Puckett Daniels, Chairperson
Elizabeth Smith, Vice-Chairperson
Jonathan Houck, Commissioner
Matthew Hoyt, County Attorney

Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY HOUSING AUTHORITY SPECIAL MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:30 am.

AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF CONTRACTS Assistant County Manager for Operations and Sustainability John Cattles was present for discussion.

ACM John Cattles explained this allows the County to assign and assume the contracts between itself and the Gunnison County Housing Authority to effectuate the project. Commissioner Smith clarified this is for the Gunnison County Housing Authority not the Gunnison Valley Regional Housing Authority. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the Agreement for the Assignment and Assumption of Contracts as presented this morning and authorize the Chair’s signature. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Housing Authority at 8:31 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:32 am.

WHETSTONE HOUSING DOCUMENTS: Assistant County Manager for Operations and Sustainability John Cattles was present for discussion.

1. Agreement for Assignment and Assumption of Contracts
2. Deed of Correction
3. Termination of Lease Documents
4. Omnibus Closing Certificate County of Gunnison, Colorado

ACM Cattles noted the Agreement for Assignment and Assumption of Contracts is the other side of the contract that was just passed. He conveyed the Deed of Correction is for a small sliver of land that was not recorded correctly by the title company. He clarified it was corrected with the plat, and in the Quick Claim Deed it did not include the correction. He stated the Termination of Lease Documents is an acknowledgement by the County and the bank that the lease of the Whetstone land is paid off. Lastly, he explained that the Omnibus Closing Certificate is the signature page for the large packet of the bonds into it. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the Whetstone Housing Document Agreement of Assignment and Assumption of Contracts and authorize the Chair’s signature. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith that for the Whetstone Housing Project, we authorize and approve the Chair’s signature on the Deed of Correction as presented this morning. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the Termination of Lease Documents as presented and authorize the Chair’s signature on the document. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the Omnibus Closing Certificate for the County of Gunnison, Colorado and authorize the Chair’s signature on the document as well. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 8:35 am.

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Vice-Chairperson

Jonathan Houck, Commissioner

Minutes Prepared By:

Holly Perry, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 5/2/2025 thru 6/30/2025

Board of County Commissioners

1. [BOCC Regular Meeting](#)
May 6, 2025, All Day @ BOCC Boardroom
2. [Gunnison Area Plan Open House](#)
May 6, 2025, 3:00 PM - 6:00 PM @ Gunnison Library
3. [BOCC Town Hall - Gunnison](#)
May 6, 2025, 6:00 PM @ Gunnison Library
4. [BOCC Work Session](#)
May 13, 2025, All Day @ BOCC Boardroom
5. [BOCC Town Hall - CB South](#)
May 13, 2025, 6:30 PM @ Sunset Hall, CB South
6. [BOCC Regular Meeting](#)
May 20, 2025, All Day @ BOCC Boardroom
7. [BOCC Work Session](#)
May 27, 2025, All Day @ BOCC Boardroom
8. [BOCC Regular Meeting](#)
June 3, 2025, All Day @ BOCC Boardroom
9. [BOCC Work Session](#)
June 10, 2025, All Day @ BOCC Boardroom
10. [BOCC Regular Meeting](#)
June 17, 2025, All Day @ BOCC Boardroom
11. [BOCC Work Session](#)
June 24, 2025, All Day @ BOCC Boardroom

Gunnison County Organization

1. [Holiday - Memorial Day - Offices Closed](#)
May 26, 2025, All Day
2. [Juneteenth](#)
June 19, 2025, All Day

Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
June 17, 2025, All Day @ BOCC Boardroom

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment #4; Jviation Project No. 110015580.04; G

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Jviation, A Woolpert Company

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Amendment no. 4 to the Jviation contract dated 9/29/2022 for engineering services. This is an amendment to include a stormwater management plan update to the scope of services.

Fiscal Impact: \$44,930.00

Submitted by: Stephanie Petsch

Submitter's Email Address: spetsch@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/7/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/16/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/16/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025

AMENDMENT NO. FOUR (4) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
JVIATION, A WOOLPERT COMPANY, LLC
AND
GUNNISON COUNTY
GUNNISON, COLORADO

The Sponsor and Jviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is added to the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- Stormwater Management Plan Update (non-federal)

The Sponsor agrees to pay Jviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design	Lump sum of \$15,920.00
Design	Lump sum of \$29,010.00
TOTAL BASIC SERVICES	Lump sum of \$44,930.00

Method of payment shall be as follows:

The Sponsor agrees to make monthly payments based upon the work performed by Jviation, up to 90 percent of the total contract. The final 10 percent of the fee shall be due and payable when the project final documents have been completed and have been submitted to the Sponsor.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 2025.

SPONSOR:
Gunnison County

JVIATION, A WOOLPERT COMPANY, LLC:

By: _____

By: _____

Name: _____

Name: Jason Virzi, PE

Title: _____

Title: Vice President

**SCOPE OF WORK
FOR
GUNNISON- CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
Project No. 110015580.04
Stormwater Management Plan Update**

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated November 2, 2022, between Gunnison County and Woolpert, Inc., for providing professional services. For the remainder of this scope the Gunnison- Crested Butte Regional Airport is indicated as “Sponsor” and Woolpert, Inc., is indicated as “Engineer.”

This project shall consist of updating the Stormwater Management Plan (SWMP) for Gunnison-Crested Butte Regional Airport. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.



EXHIBIT NO. 1

DESCRIPTION

This project shall consist of updating Gunnison-Crested Butte Regional Airport’s Stormwater Management Plan (SWMP) based on the requirements of Section F of the CDPS General Permit COR900000, with the effective date of July 1, 2024, and expiration date of June 30, 2029. Gunnison-Crested Butte Regional Airport’s existing SWMP expired on June 30, 2024, and new guidance has since gone into effect. Updating the SWMP will include several components including, but not limited to updating the Facility Map, compiling an inventory of potential pollutants, updating inspection, and monitoring procedures, and documenting the potential use of PFAS containing foam for emergency firefighting and storage. The updated SWMP will be developed as a single comprehensive SWMP that will incorporate the Airport and Airport tenants into a single SWMP.

The engineering fees for this project will be included in **Part A-Basic Services** includes; 1) Preliminary Design Phase and 2) Design Phase, and Reimbursable Costs During Design. Part A and the two phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase and Design Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor. Meetings with the Sponsor will take place to establish the project goals and to develop a design schedule. Various meetings during the design phase will also be conducted to review the progress and identify any special requirements for the project. It is anticipated that there will be up to four meetings with the Sponsor throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing, and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.04 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys.

TASK 1 DELIVERABLES	TO SPONSOR
1.01 Meeting Agendas and Meeting Minutes from Pre-Design Meeting	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓
1.03 Design Schedule, PSR, and Monthly Invoicing	✓

TASK 1 MEETINGS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meeting	Gunnison, CO/Denver, CO One (1) Project Engineer, one (1) Construction Manager, and one (1) Project Manager One (1) hour via teleconference (1 meeting)
1.01 Coordination Meetings	Gunnison, CO/Denver, CO One (1) Project Engineer and one (1) Construction Manager One (1) hour via teleconference (3 meetings)

2.0 Design Phase

2.01 Prepare Updated Stormwater Management Plan (SWMP) This task includes the preparation of an update to Gunnison-Crested Butte Regional Airport’s Stormwater Management Plan based on the new requirements of Section F of the CDPS General Permit COR900000, with the effective date of July 1, 2024, and expiration date of June 30, 2029. Updating the SWMP will include the following:

- ➔ Updating the Facility Map showing the entire facility, including impervious surfaces, locations of stormwater conveyances inlets, direction of stormwater flow, locations of pollutant sources, location of structural control measures and location of stormwater monitoring points.
- ➔ Inventory Facility Activities and Equipment associated with industrial activities that may potentially be sources of pollutants.
- ➔ Compile and inventory of materials that may potentially be pollutants to stormwater.
- ➔ Document and describe the control measures currently in-place at the Airport, including identifying run-on from adjacent properties, good housekeeping practices, maintenance practices, spill prevention and response procedures and employee training protocols related to the goals of the Storm Water Management Plan as well as any required monitoring and inspections applicable to the permit.
- ➔ Document the use or potential use of PFAS containing foam for emergency firefighting and its storage.
- ➔ Update inspection procedures and inspection schedules.
- ➔ Update monitoring procedures and documentation requirements, including quarterly visual assessments.
- ➔ Review available documentation to identify potential background pollutants from any known mining, forestry, or other human activities upstream of Airport.
- ➔ Update SWMP to include requirements from Section 4. Additional SWMP Requirements for Sector “S” Air Transportation Facilities.

TASK 2 DELIVERABLES	TO STATE	TO SPONSOR
2.01 Updated Stormwater Management Plan	✓	✓

TASK 2 MEETINGS	LOCATION/ATTENDEES/DURATION
2.01 Site Visit	Gunnison, CO/Denver, CO One (1) Project Manager One (12) hour site visit plus travel time (1 meeting)

EX Reimbursable Costs During Design. This section includes reimbursable items such as auto rental, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services.**

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amount to be invoiced for per diem will be in accordance with the published GSA rate at the time of service and may vary from the rate used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
5. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and obtain data necessary for inclusion in the SWMP.
7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards.
8. The Engineer will utilize the following plan standards for the project:
 - ➔ Plans will be prepared using the Engineer’s standards, unless the Sponsor provides its own standards upon Notice to Proceed.

- Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
 - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
9. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, for a period of three years after the project is closed.
 10. An AC 150/5300-18B (or Current Edition) compliant survey is not required as a part of this project. No data will be submitted to Airports GIS (AGIS) through the Airport Data and Information Portal (ADIP).
 11. Any benchmark analytical testing is excluded from this scope of work.
 12. The current airport SWMP includes a Spill Prevention Control and Countermeasures Plan (SPCC). This scope does not include the preparation of a separate SPCC. The SWMP Report will reference the airport provided SPCC.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

AIRPORT: Gunnison-Crested Butte Regional Airport
 AIP/PROJ. NO.: 110015580.04
 PROJECT NAME: Stormwater Management Plan Update
 DATE: October 21, 2024



FEE BREAKDOWN

Labor Category	Total Hours	Billing Rate	Total Cost
1.0 Preliminary Design Phase (Lump Sum)			
Practice Operations Leader	4 hrs. x	\$ 330.00 /hr = \$	1,320.00
Engineer Project Mgr III	14 hrs. x	\$ 250.00 /hr = \$	3,500.00
Construction Manager IV	24 hrs. x	\$ 245.00 /hr = \$	5,880.00
Engineer in Training II	28 hrs. x	\$ 175.00 /hr = \$	4,900.00
Engineering Techn III	2 hrs. x	\$ 160.00 /hr = \$	320.00
SUBTOTAL	72 hrs.	SUBTOTAL \$	15,920.00
Reimbursables			
Auto Rental	Day x	\$ 130.00 /Day=	
Lodging + Tax & Fees	Day x	\$ 170.00 /Day=	
Per Diem	Day x	\$ 74.00 /Day=	
Travel & Airline Costs	Trip x	\$ 500.00 /Trip=	
		SUBTOTAL \$	-
PHASE SUBTOTAL \$			15,920.00

LABOR HOUR BREAKDOWN

TASK	LABOR CATEGORY					
	Practice Operations Leader	Engineer Project Mgr III	Construction Manager IV	Engineer in Training II	Engineering Techn III	Phase Item Costs
1.0 Preliminary Design Phase (Lump Sum)						
1.01 Coordinate and Attend Meetings with the Sponsor	2	6	6	8		\$ 5,030.00
1.02 Prepare Project Scope of Work and Contract	1	2	4	8		\$ 3,210.00
1.03 Provide Project Coordination	1	6	6	8		\$ 4,700.00
1.04 Review Existing Documents			8	4	2	\$ 2,980.00
TOTALS						
	4	14	24	28	2	\$ 15,920.00

Labor Category	Total Hours	Billing Rate	Total Cost
2.0 Design Phase (Lump Sum)			
Practice Operations Leader	6 hrs. x	\$ 330.00 /hr = \$	1,980.00
Engineer Project Mgr III	48 hrs. x	\$ 250.00 /hr = \$	12,000.00
Construction Manager IV	8 hrs. x	\$ 245.00 /hr = \$	1,960.00
Engineer in Training II	52 hrs. x	\$ 175.00 /hr = \$	9,100.00
Engineering Techn III	24 hrs. x	\$ 160.00 /hr = \$	3,840.00
SUBTOTAL	138 hrs.	SUBTOTAL \$	28,880.00
Reimbursables			
Auto Rental	1 Day x	\$ 130.00 /Day= \$	130.00
Lodging + Tax & Fees	Day x	\$ 170.00 /Day=	
Per Diem	Day x	\$ 74.00 /Day=	
Travel & Airline Costs	Trip x	\$ 500.00 /Trip=	
PHASE SUBTOTAL \$			29,010.00

TASK	LABOR CATEGORY					
	Practice Operations Leader	Engineer Project Mgr III	Construction Manager IV	Engineer in Training II	Engineering Techn III	Phase Item Costs
2.0 Design Phase (Lump Sum)						
2.01 Prepare Updated Stormwater Management Plan (SWMP)						
Update Facility Map	2	4		8		\$ 3,060.00
Inventory Facility Activities and Equipment	2	4		6	24	\$ 6,550.00
Compile and Inventory Materials	1	6		6		\$ 2,880.00
Document Control Measures		4		6		\$ 2,050.00
Document Use and Potential Use of PFAS		4		6		\$ 2,050.00
Update Inspection Procedures and Inspection Schedules		4		6		\$ 2,050.00
Update Monitoring Procedures and Documentation Requirements		4		4		\$ 1,700.00
Review Documentation and Identify Potential Pollutants		4	4	6		\$ 3,030.00
Update SWMP to Include Requirements from Section 4	1	2	4	4		\$ 2,510.00
Site Visit to Confirm SWMP Outfalls		12				\$ 3,000.00
TOTALS						
	6	48	8	52	24	\$ 28,880.00

	Contract Hours	Phase Fee	Reimbursable Costs	Total Cost
PART A - BASIC SERVICES (LUMP SUM)				
1.0 Preliminary Design Phase (Lump Sum)	72	\$ 15,920.00		\$ 15,920.00
2.0 Design Phase (Lump Sum)	138	\$ 28,880.00	\$ 130.00	\$ 29,010.00
	210	SUBTOTAL \$ 44,800.00	\$ 130.00	\$ 44,930.00
TOTAL				\$ 44,930.00

*For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amount to be invoiced for per diem will be in accordance with the published GSA rate at the time of service and may vary from the rate used in the fee estimate. Lodging will be invoiced as an actual expense incurred except in cases where specific client requirements exist that limit lodging to GSA standards.

GUC AIP 065
Jviation Project No.: 110015580
Taxiway Connector Rehabilitation (A4-A8)

AMENDMENT NO. THREE (3) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
JVIVATION, A WOOLPERT COMPANY, LLC
AND
GUNNISON COUNTY
GUNNISON, COLORADO

The Sponsor and Jviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- Taxiway Connector Rehabilitation (A4-A8)

The Sponsor agrees to pay Jviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design	Lump sum of \$47,051.73
Design	Lump sum of \$140,340.75
Bidding.....	Lump sum of \$27,796.50

TITLE VI

Woolpert (Title VI Plan).....	Lump sum of \$46,428.00
TOTAL BASIC SERVICES	Lump sum of \$261,616.98

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Yeh & Associates – Pavement Investigation	Lump sum of \$37,245.00
Yeh & Associates – Quality Assurance Testing	Time and materials of \$66,057.00
Daniel S. Reimer, Esq (Title VI Plan).....	Lump sum of \$3,000.00
TOTAL SUBCONSULTANT SERVICES	Lump sum of \$106,302.00

SURVEY AND CONSTRUCTION SERVICES

Design Survey.....	Lump sum of \$19,952.50
Construction Administration.....	Lump sum of \$48,325.37
Post Construction Coordination.....	Lump sum of \$28,452.75

TOTAL SURVEY AND CONSTRUCTION SERVICES Lump sum of \$96,730.62

ON-SITE COORDINATION

On-Site Construction Coordination.....	Cost Plus of \$43,044.40
Fixed Fee for Construction Coordination.....	Lump Sum of \$8,500.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination..... Actuals Not to Exceed of \$10,656.00

TOTAL ON-SITE COORDINATION AND FIXED FEE..... Cost Plus Fixed Fee of \$62,200.40

TOTAL SPECIAL SERVICES..... \$265,233.02

TOTAL..... \$526,850.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

Signature Page Follows

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 7th day of May 2024.

SPONSOR:
Gunnison County

JVIATION, A WOOLPERT COMPANY, LLC:

By: 

DocuSigned by:

88C66044F188434...

Name: ~~Jonathan Houck~~ Jonathan Houck

Name: Jason Virzi, PE

Title: Chairperson

Title: Vice President

**SCOPE OF WORK
FOR
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
AIP Project No. 3-08-0030-065-2024
Taxiway Connector Rehabilitation (A4-A8)**

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated November 2, 2022, between Gunnison County and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the Gunnison-Crested Butte Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer." The construction budget for this project is approximately \$2,000,000. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer's Design Report, along with Bidding, Design Survey, Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination for the Taxiway Connector Rehabilitation (A4-A8) Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.



EXHIBIT NO. 1

DESCRIPTION

This project shall consist of rehabilitating taxiway connectors A4-A8 along with the portion of Taxiway A between A7 and A8. The existing taxiway connectors A5-A8 are comprised of Trinidad Lake Asphalt, which was an experimental asphalt used around 2004 that was supposed to be more environmentally friendly than standard hot mix asphalt. Over the years, significant pavement distresses have been seen and are now causing great concern on the airport for air traffic. These distresses are causing an increase in FOD seen on the airport, which can be extremely detrimental to aircraft. With all these factors, this asphalt may need to be completely replaced. Based on CDOT Aeronautics Pavement Evaluation & Management Program, in 2022 these connectors had PCI values that ranged from 33-52.

While the rehabilitation methodology will be determined with the support of a pavement and soils evaluation by a Geotechnical Engineer, this scope of work assumes this will be a surface rehabilitation (3" mill and overlay). Pavement structure and subsurface soil parameters will be analyzed along with the airport's fleet mix to confirm this method of rehabilitating the asphalt pavement. Alternatives such as full depth asphalt replacement, full depth asphalt replacement and base reclamation or full depth pavement section replacement will not be considered for this scope. If the geotechnical investigation recommends a rehabilitation method other than a 3" mill and overlay, a revised scope of work will be provided.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services**, which includes; 4) Design Survey Phase, 5) Construction Administration Phase, 6) Post-Construction Coordination Phase, 7) On-Site Construction Coordination Phase or Field Engineering and Reimbursable Costs During Survey and Construction. Additional services that will be completed by subconsultants to the Engineer, including the proposed geotechnical investigation, quality assurance testing during construction, prior to and during construction will also be included under **Part B-Special Services**. Parts A and B and the seven phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Design Phase, and Bidding Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project. It is anticipated that there will be up to three meetings with the Sponsor and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.13.

1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design and bidding. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project

1.06 Coordinate Topographical Survey. This task includes preparing the requirements, establishing the limits of the survey area and scheduling time for the survey to be completed. Survey will be performed in-house under Task 4.01. The Project Manager is expected to visit the project site to coordinate the survey activities with the Sponsor and the survey team.

1.07 Coordinate Geotechnical Investigation. This task includes preparing the requirements for soils testing, establishing the limits of work, and scheduling a time for testing to be completed. The requirements of the geotechnical investigation shall be established in accordance with FAA AC 150/5320-6 (current edition), *Airport Pavement Design and Evaluation*. Negotiating with the geotechnical engineering firm for a cost to perform the work and providing an on-site representative of the Engineer during the geotechnical investigation is also included in this task.

1.08 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map.
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing.

1.09 Prepare Environmental Documentation. The FAA has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B, and the project can be environmentally approved through the FAA's internal memorandum. The Engineer shall provide the FAA with adequate documentation needed for the internal memo process. An overall environmental exhibit, if applicable, will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

1.10 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. The Sponsor has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The current DBE program has not been updated since 2018. In order to be in compliance with 49 CFR Part 26, the program will be amended. The Engineer shall assist the Sponsor with this task. The Engineer will research the current state highway certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Engineer will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Engineer will finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE program will include the following tasks:

- Prepare preliminary program with Sponsor specific information.
- Compile additional information from Sponsor to finalize program.
- Revise program after Sponsor review.
- Submit program to FAA/Civil Rights Office (CRO); revise per CRO review.
- Resubmit Program to CRO for final approval.
- Calculate base figure for DBE goal.
- Adjust base figure for DBE goal.
- Calculate Race Neutral and Race Conscious DBE goals.
- Consultation and Publication for DBE goals.
- Submit DBE goal to CRO.

- Revise DBE goals after Sponsor and FAA review.

1.11 Prepare Quarterly Performance Reports – Design. Federal Regulation 49 CFR Part 18 establishes uniform administrative requirements for grants to State and Local Governments. Sub-part 18.40 addresses monitoring and reporting requirements for the Sponsor. The Engineer will assist the Sponsor in managing grant activities to ensure compliance with applicable Federal requirements. The Engineer will submit a quarterly performance report while the grant is active. It is estimated there will be two quarterly performance reports completed during the design phase of this project.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing		✓
1.08 Federal Grant Application	✓	✓
1.09 Environmental Documentation	✓	✓
1.10 DBE Program/Goal	✓	✓
1.11 Quarterly Performance Reports	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meeting.	<ul style="list-style-type: none"> • Gunnison, CO One (1) Project Engineer and one (1) Project Manager Assume One (1) hour via teleconference (3 meetings)
1.02 Prepare Project Scope of Work and Contract	<ul style="list-style-type: none"> • Gunnison, CO One (1) Project Engineer and one (1) Project Manager Assume One (1) hour via teleconference and one (1) full day in person meeting (2 meetings) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Engineer and Project Manager for each site visit

2.0 Design Phase

2.01 Analyze Topographic Survey Data. This task includes analyzing the topographical survey data and preparing the data for use with computer modeling. This will include the following tasks:

- Generate three-dimensional contour model from TIN surface model.
- Prepare and process data for spot elevations, grading and/or paving cross sections.

2.02 Analyze Geotechnical Investigation Data. This task includes analyzing the geotechnical investigation. This will include the following tasks:

- Review Geotechnical Engineer recommendations.
- Determine on-site sources and quantities of suitable material for embankment.
- Determine appropriate data for the pavement design form(s).
- Input data for computer modeling with topographical survey data.
- Prepare soil information for incorporation on the construction plans.

2.03 Prepare Pavement Design. After receiving the geotechnical investigation data, the Engineer will analyze the data and prepare a proposed pavement section using current FAA design software (FAARFIELD). A surface rehabilitation will be evaluated to confirm the proposed rehabilitation method. Other alternatives such as, a full depth pavement rehabilitation or a full depth replacement will not be considered under this scope of work. The Engineer will submit the FAARFIELD computer printouts with a narrative to the FAA. The following tasks will be completed:

- Determine appropriate data for pavement design.
- Input data for computer modeling with topographical survey data.
- Prepare an exhibit showing the existing pavement and base course thickness.
- Determine areas of existing pavement to be removed and replaced.
- Prepare pavement and soils information for incorporation on the construction drawings.
- Verify elevation of water table.
- Compile the current airport fleet mix.
- Input data into FAARFIELD.
- Run pavement design scenarios.
- Analyze output from FAARFIELD.
- Select preferred pavement section.
- Compare pavement section to FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*.
- Verify frost design method.
- Verify overexcavation requirements (if needed).
- Verify optimum moisture content for subgrade preparation.

2.04 Prepare Existing Utility Inventory. This task includes reviewing record drawings and consulting with the Sponsor and local utility companies to identify all utilities within the project site. The Construction Plans will include, to the maximum extent possible, the surveyed locations of observable utility features and the locations identified by utility locates.

2.05 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.06 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 75% complete and at 95% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

2.07 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities and General Notes	1
Survey Control Plan	1
Geotechnical Investigation Plan	1
Construction Layout Plan	1
Construction Phasing Plan	4
Environmental Requirements and Details	1
Demolition Plan	4
Geometric Layout Plan	4
Grading and Drainage Plan	4
Typical Sections	2
Pavement Marking Plan	4
Pavement Marking Details	1
Seeding and Erosion Control Plan	1
Seeding and Erosion Control Details	1
Total Sheet Count	31

2.08 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-401 Asphalt Mix Pavement
- Item P-603 Emulsified Asphalt Tack Coat
- Item P-620 Runway and Taxiway Marking
- Item T-901 Seeding

2.09 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Grade Control and Surface Tolerance, Construction Management Plan, and Instruction Manuals.

2.10 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, batch plants and construction dewatering. When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.11 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, asphalt and/or concrete batch plants, and key points of any permanent, above-ground alterations. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

2.12 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.13 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.14 Prepare Engineer's Design Report. This task includes preparation of the Engineer's Design Report in accordance with current FAA Northwest Mountain Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.15 Review Plans at 75% and 95% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 95% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.16 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

In addition to the 75% and 95% reviews, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 95% design review, the independent review will re-evaluate the CATEX boundary.

2.17 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor, CDOT Aeronautics, and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

2.18 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be six RFRs for expenses incurred during entirety of this project.

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.03 Proposed Pavement Design	✓	✓
2.05 Preliminary Contract Documents for Sponsor's Review		✓
2.06 CSPP at 75% and 95% Complete	✓	✓
2.11 FAA Form 7460	✓	✓
2.15 75% and 95 % Construction Plans, Specifications, Contract Documents, and Engineer's Design Report	✓	✓
2.17 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓	✓
2.18 Requests for Reimbursement		✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.15 Plan Review at 75% Complete. Plan Review at 95% Complete.	<ul style="list-style-type: none"> • Gunnison, CO One (1) Project Engineer and one (1) Project Manager Assume One (1) hour via teleconference and one (1) full day site visit (2 meetings) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Engineer and Project Manager for each site visit

3.0 Bidding Phase

3.01 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in two (2) newspapers (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website via QuestCDN and directly notify potential contractors and plan rooms in order to maximize project exposure and generate interest in the project. The Engineer will coordinate payment for the project advertisement(s) and request reimbursement from the Sponsor as a pass-through cost during invoicing.

3.02 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

3.03 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

3.04 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

3.05 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

3.06 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and in-state licensure verification shall be completed.

3.07 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.06. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Required Bidding Documents	✓	✓
3.02 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
3.03 Addenda	✓	✓
3.06 Bid Tabulations	✓	✓
3.07 Recommendation of Award	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.02 Prepare/Conduct Pre-Bid Meeting	<ul style="list-style-type: none"> Gunnison, CO One (1) Project Engineer and One (1) Project Manager Assume full day site visit (1 site visit) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Engineer and Project Manager for each site visit
3.05 Attend Bid Opening	<ul style="list-style-type: none"> Gunnison, CO One (1) Project Engineer and One (1) Project Manager Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Engineer and Project Manager for each site visit

EX Reimbursable Costs During Design and Bidding. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

PART B – SPECIAL SERVICES consists of the Design Survey Phase (invoiced on a not-to-exceed basis), Construction Administration Phase, Post-Construction Coordination Phase (invoiced on a lump sum basis), and On-Site Construction Coordination Phase (invoiced on a cost plus fixed fee basis). Also included are direct subcontract costs for the proposed geotechnical investigation and quality assurance testing during construction, prior to and during construction.

4.0 Design Survey Phase

4.01 Perform Topographical Survey. This task includes providing design survey services within the topographic survey limits shown in Exhibit No. 1 to support the design team for this project. Work items associated with this task include the following:

- Topographical survey of approximately 5 acres.
- Preparation of a survey plan that will determine the appropriate survey methods and equipment to be utilized
- It is assumed that the Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS are compromised, establishment of temporary airport control must be completed and tied to the national spatial reference system via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.

- Ground topography of non-pavement areas will be surveyed at 50-foot stations with associated cross sections having no greater than 25-foot spacing and will include additional shots as necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavements for the runway and connector taxiways will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavement will be surveyed with vertical accuracies not to exceed +/- 0.02 feet. Concrete joints will also be surveyed if applicable.
- Coordination with design staff to determine pavement tie-in locations. These locations will be surveyed with vertical accuracies of at least +/- 0.02 feet.
- Location of structures, paving, and above ground improvements including building footprint, finished floor elevations at the openings plus five feet interior of the opening and concrete aprons associated with door openings will be surveyed at intervals of no greater than 25 feet.
- Additional airfield elements that will be located and surveyed include aircraft tie-downs, guidance signs, airfield runway, taxiway, and/or apron lighting and paint markings, NAVAIDS within the project area (if any), fuel farm, fences, gates and other airport features within the project area.
- Coordinate location and field marking of all existing utilities in the project limits with one-call services, airport operations staff, and/or private utility locators as necessary. Review of existing as-built and other construction records as necessary. All utility locates will be surveyed as marked by utility locators in the field. Points of utilities to be surveyed include, but are not limited to, all paint marks, hydrants, valves, hand holes, manholes, inlets, cleanouts, culverts, pipes, pedestals, meters, transformers, utility poles and other reasonably visible existing utility infrastructure components.
- During design, there may be the need to verify existing survey information or extend the limits of the existing survey.
- Reduce all field notes and pictures into a topographic survey report to be used by the Engineer.
- Prepare triangulated irregular network (TIN surface model) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities.
- Generate three-dimensional contour model from TIN surface model.

The Topographical Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

TASK 4 DELIVERABLES	TO FAA/STATE	TO SPONSOR
4.01 Topographical Survey	✓	✓

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.01 Coordinate and Perform Topographical Survey	<ul style="list-style-type: none"> • Gunnison, CO One (1) Surveyor Assume full day site visit (5 site visits) Assume travel to/from Denver, CO to Gunnison, CO with one (4) overnight stays for the Surveyor.

5.0 Construction Administration Phase

5.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

5.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management and closeout tasks required of the Engineer. These duties include:

- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Senior construction management staff will consult with and provide guidance to the on-site Construction Manager regarding unique project elements; material quality, production, and/or placement issues; and any other difficulties encountered during construction.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Prepare quarterly performance reports.

5.03 Review Environmental Documentation. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

5.04 Coordinate Quality Assurance Testing. This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.

5.05 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. It is anticipated that representatives of the Engineer will include the Project Manager, Project Engineer, and a Senior Construction Manager. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors, and airport tenants affected by the project.

5.06 Prepare/Submit Construction Management Plan. This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor's Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.

5.07 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

5.08 Coordinate and Attend Quality Assurance/Quality Control Workshop. Per FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, the FAA requires a Quality Assurance (QA)/Quality Control (QC) workshop when paving operations are anticipated to be greater than \$500,000. The Engineer will attend the workshop, which will be facilitated by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Engineer and Contractor and will include representatives from the Sponsor, Engineer, FAA (if possible), Contractor, subcontractors, quality assurance, quality control, and any other necessary parties. It is anticipated that representatives of the Engineer will include the Project Manager, Construction Manager, and a Senior Construction Manager. Paving operations will not be permitted prior to this meeting's occurrence.

5.09 Perform Site Visits During Construction. The Project Manager shall make on-site visits, as required, throughout the duration of the project. At this time, it is estimated that the Project Manager will make up to one site visit to the project. Additionally, during critical stages of construction, a Senior Construction Manager will be on-site to assist the Construction Manager in ensuring that key project elements are completed in accordance with the project plans and specifications, within the time period allotted for construction, and according to best construction practices. It is anticipated that the Senior Construction Manager will make one site visit of up to two days each for a total of two days on-site during construction.

TASK 5 DELIVERABLES	TO FAA/STATE	TO SPONSOR
5.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
5.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
5.02 Monthly Invoice and Monthly PSR	✓	✓
5.02 Pay Request Review Documentation	✓	✓
5.02 Weekly/Monthly Reports	✓	✓
5.02 Quarterly Performance Reports	✓	✓
5.02 Change Orders/Supplemental Agreements	✓	✓
5.05 Pre-Construction Agenda and Meeting Minutes	✓	✓
5.06 Construction Management Plan	✓	✓
5.07 Review and Approval of SPCD and Final SPCD		✓
5.08 QA/QC Workshop Meeting Minutes	✓	✓

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.05 Conduct Pre-Construction Meeting	<ul style="list-style-type: none"> Gunnison, CO One (1) Project Engineer, one (1) Project Manager, and one (1) Construction Manager Assume full day site visit (1 site visit) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for each staff member for the site visit
5.08 Attend QA/QC Workshop	<ul style="list-style-type: none"> Gunnison, CO One (1) Project Manager and one (1) Construction Manager Assume full day site visit (1 site visit) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for each staff member for the site visit
5.09 Perform Site Visits During Construction	<ul style="list-style-type: none"> Gunnison, CO One (1) Project Manager Assume full day site visit (1 site visit) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Manager
5.09 Site Visits During Critical Construction Activities	<ul style="list-style-type: none"> Gunnison, CO One (1) Senior Construction Manager Assume two-day site visit (1 site visit) Assume travel to/from Denver, CO to Gunnison, CO with two (2) overnight stays for Senior Construction Manager

6.0 Post-Construction Coordination Phase

6.01 Prepare Final Testing Report. The Engineer will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary, and a table (from Construction Management Plan) including the actual number of tests taken for each specification item to the FAA for review and approval.

6.02 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site is clean.

6.03 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

6.04 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA electronically.

6.05 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

6.06 Prepare DBE Uniform Report. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

6.07 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

TASK 6 DELIVERABLES	TO FAA/STATE	TO SPONSOR
6.01 Final Testing Report	✓	✓
6.02 Clean-up List		✓
6.04 Record Drawings	✓	✓
6.05 Final Construction Report	✓	✓
6.06 DBE Uniform Report	✓	✓
6.07 Project Cost Summary	✓	✓

TASK 6 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
6.03 Conduct Final Inspection	<ul style="list-style-type: none"> Gunnison, CO One (1) Project Manager Assume full day site visit (1 site visits) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Manager for each site visit

7.0 On-Site Construction Coordination Phase

This phase will consist of providing one lead Resident Project Representative (RPR) supported by one additional full-time RPR. It shall be the responsibility of the RPR to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager’s direction. It is estimated that it will take **26 calendar days** to complete construction of the project. Incidental travel costs, including vehicle usage, mileage, lodging, per diem, etc., are in addition to the engineering hours expended.

7.01 Provide Resident Engineering. It is estimated that the lead Resident Project Representative (RPR) will work approximately **12 hours per day**. It is assumed that the RPR will be able to complete all daily project documentation in the course of their shift. The total time allotted for the completion of construction is anticipated to be **26 calendar days**. It is assumed that the Contractor will work **six (6) days** a week during the construction period **resulting in 22 working days**.

In addition to the time provided for on-site construction coordination during the project calendar day contract period, the RPR('s) travel time, mobilization, and demobilization to and from the project location are also included under this task. It is assumed that this will consist of **four (4) four (4)-hour days** for each RPR: one prior to and one following the primary phase of construction and one prior to and one following the subsequent phase for permanent paint.

The following tasks will be performed during the course of a typical day's shift during construction:

- a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project's Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
- b. Review survey data and other construction tasks for general compliance with the construction documents.
- c. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
- d. Prepare and process change orders.
- e. Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- f. Review quality control and quality assurance testing results for conformance with the project specifications.
- g. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- h. Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
- i. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Safety Inspection Checklist as required by the CSPP and SPCD.
- j. Verify that construction activities associated with restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- k. Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA, and the office following the week of actual construction activities performed.
- l. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

TASK 7 DELIVERABLES	TO FAA/STATE	TO SPONSOR
7.01a Coordinate Submittal Reviews	✓	✓
7.01c Coordinate RFIs	✓	✓
7.01d Change Orders	✓	✓
7.01e Payroll Reviews	✓	✓
7.01f Quality Assurance/Quality Control Results Compilation	✓	✓
7.01h Periodic Cost Estimates	✓	✓
7.01k Weekly Reports	✓	✓

EX Reimbursable Costs During Survey and Construction. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 4 Reimbursables are invoiced on a not-to-exceed basis, Sections 5 and 6 Reimbursables are invoiced on a lump sum basis and Section 7 Reimbursables are invoiced on a cost plus fixed fee basis.

Special Considerations

The following special considerations are required for this project, but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Geotechnical Investigation. Soil samples for analysis must be taken for both the project site and all potential on-site borrow sources. Investigation and testing will also be performed to facilitate the pavement design per FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*. As mentioned under the project description, the geotechnical investigation will be performed in two phases and will include the following:

- Perform a geologic reconnaissance of the project site
- Soil boring and laboratory testing at approximately 20 project locations and at five potential on-site borrow sources
- Installation of temporary piezometers at select boring locations
- Visual inspection and documentation of each soil boring
- Soil Classification/Atterberg Limits, Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)
- Hydrometer and Water-Soluble Sulfates/Corrosivity
- Moisture/Density Relations
- Swell/Consolidation Potential
- California Bearing Ratio
- Moisture content, density of undisturbed fine-grained samples

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item P-401 Plant Mix Bituminous Pavements

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage, per diem, and lodging will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
4. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
5. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
6. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
7. The Engineer will utilize the following plan standards for the project:
 - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
 - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.

- Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
 - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.
8. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
- The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
 - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
 - FAA General Provisions and required contract language will be used.
9. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
10. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- If the geotechnical investigation determines a rehabilitation methodology that is not a 3" mill and overlay, this scope of work will be revised. A new scope of work will be created to account for the alternative rehabilitation methodology.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

**SCOPE OF WORK
FOR
GUNNISON COUNTY
Airport Title VI Plan Project
Gunnison, Colorado**

Gunnison County (Sponsor), as the owner and operator of the Gunnison Crested Butte Regional Airport located in Gunnison, Colorado (Airport or GUC), is required to maintain and ensure compliance with Title VI of the Civil Rights Act of 1964 and other non-discrimination authorities. This scope of work describes the consulting services to be provided by Woolpert (Woolpert), with subconsultant Daniel S. Reimer LLC (together the "Consultant Team"). The Consultant Team will research, review, and develop, all polices, plans, and forms necessary to meet the Title VI compliance requirements applicable to the Airport.

TASK 1.0 PROJECT MANAGEMENT

1.1 Project Management

Woolpert will assist the Sponsor with various project management and contract administrative issues that arise during the progress of the project, from initiation through project close-out. This effort includes miscellaneous consultation with the Sponsor to discuss the status of the project; coordination with the project team; preparation of contract paperwork; coordination of contract approval; maintaining the project schedule; filing and processing of invoices; and other miscellaneous work items and coordination not captured in specific tasks noted above. Woolpert will initiate consultant services upon execution of the Contract and upon receipt of the *Notice-to-Proceed* (NTP). It is anticipated that the duration of the effort will be completed in approximately four (4) months from receipt of an NTP.

1.2 Project Coordination

Woolpert will coordinate with the Sponsor to schedule monthly meetings with the Airport to monitor project status and deliverables.

Task 1.0 Deliverables**Task Product(s):**

- Scope of Work, project fee, schedule, and executed contract
- Scheduled monthly coordination calls

GUC Task Responsibilities:

- Actively coordinate with Woolpert on the development of the project execution plan
- Establish a project liaison to serve as Woolpert's primary point of contact throughout the project
- Provide requested materials within a timely manner
- Participate in coordination calls

Woolpert Task Responsibilities:

- Coordinate with GUC to establish a final scope of work, project schedule, and project fee
- Management of project deliverables
- Coordination of subconsultant tasks
- Schedule ½ hour monthly project coordination calls
- Coordinate with GUC to ensure execution of tasks consistent with GUC's expectations
- Execute all required tasks in a professional and expeditious manner

TASK 2.0 RESEARCH AND DATA COLLECTION**2.1 Local Demographic Information**

Woolpert will collect local demographic data, input from local partners, service agencies, and/or non-profit organizations to determine the extent of the required program requirements.

2.2 Programs, Services, and Activities

The Consultant Team will review all airport-related services, programs, and activities to establish if they are made readily available to and are fairly and adequately distributed among recipients without regard to race, color, or national origin. The Consultant Team will interview Airport concessionaires, airlines, TSA, and others as needed. It is anticipated that one (1) site visit will be conducted during the project for data collection purposes.

2.3 Limited English Proficiency (LEP)

The Consultant Team will perform the four-factor analysis required by the U.S. Department of Transportation, *Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficient (LEP) Persons*, which includes: (1) the number or proportion of LEP individuals served or encountered in the Airport's service area; (2) the frequency of contact between LEP individuals served or encountered in the Airport's programs, activities, or services; (3) the nature and importance of the program, activity, or service provided by the Airport; and (4) the resources available to the Airport and related costs.

2.4 Third Party Document Review

All agreements entered into by the Sponsor on behalf of the Airport must contain current Title VI and non-discrimination compliance language. A sampling of documents (leases, contracts, deeds, permits) will be reviewed by the Consultant Team. Draft compliance language will be provided for each type of agreement. Additionally, a recommended prioritization of updating agreements for each type of agreement will be provided to the Airport.

2.5 Summary of Complaints, Investigations, and/or Lawsuits

A summary of all complaints, investigations, and lawsuits naming the Sponsor alleging discrimination upon the basis of race, color, or national origin over the past three years will be compiled with the assistance of the Airport and the Airport's legal counsel.

Task 2.0 Deliverables

Task Product(s):

- Summary of airport-related services compliance review
- Summary of LEP analysis
- Sample compliance language per contract type and prioritization recommendation
- Summary of any complaints, investigations, and lawsuits related to Title VI discrimination for airport-related services

Sponsor Task Responsibilities:

- Provide all requested information regarding airport-related services, third party agreements, and discrimination-based complaints, investigations, and litigation matters
- Participate in one (1) site visit
- Responsible for updating of any third-party agreements; and review and comment on work product in an expeditious manner

Woolpert Task Responsibilities:

- Provide summary of airport services compliance review and recommendations
- Provide recommended LEP assistance measures
- Provide recommended contract language
- Conduct one (1) site visit
- Coordinate with GUC to ensure execution of tasks consistent with GUC's expectations
- Execute all required tasks in a professional and expeditious manner

TASK 3.0 COMPLAINT PROCESS

3.1 Complaint Tracking

The Consultant Team will assist the Airport to develop a complaint tracking system including those complaints against the Sponsor, airlines, and concessions.

3.2 Complaint Procedures and Form

The Consultant Team will provide a recommended complaint procedure to ensure an adequate process is conducted regarding any complaint received. In addition, a recommended complaint form to be utilized by the Sponsor to document any complaints will be provided.

3.3 Notice Requirements

The Consultant Team will work with the Airport to ensure that appropriate Title VI notices are available and/or posted as required.

3.4 Monitoring Plan

The Consultant Team will assist the Airport in establishing a monitoring plan for complaints including those received by Airport staff, airlines, and concessionaires.

Task 3.0 Deliverables
<p>Task Product(s):</p> <ul style="list-style-type: none"> • Documented complaint procedures and complaint form • Title VI notices • Title VI website content • Documented monitoring plan <p>Sponsor Task Responsibilities: Provide all information as requested</p> <ul style="list-style-type: none"> • Post required Title VI notice • Implementation of website notice requirements • Assist in developing a tracking system and monitor for Title VI complaints • Review and comment on work product in an expeditious manner <p>Woolpert Task Responsibilities:</p> <ul style="list-style-type: none"> • Provide Title VI notice and posting recommendations • Provide website content for posting and coordinate with GUC Information Technology staff • Coordinate with GUC to ensure execution of tasks consistent with GUC’s expectations • Execute all required tasks in a professional and expeditious manner

TASK 4.0 LIMITED ENGLISH PROFICIENCY PLAN

4.1 LEP Analysis

Based on the four-factor analysis conducted, the Consultant Team will draft a plan for the Airport to provide reasonable language assistance measures. This will include a review of the Airport’s Emergency Plan and other relevant service documents.

4.2 Monitoring Plan

The Consultant Team will assist the Airport in establishing a monitoring plan to ensure updating of the LEP plan on a regular basis.

Task 4.0 Deliverables

Task Product(s):

- Documented Limited English Proficiency Plan
- Documented monitoring plan

GUC Task Responsibilities:

- Provide all requested information regarding airport service-related program documents
- Assist in developing a monitoring system for the Airport to monitor LEP compliance
- Provide all information as requested
- Review and comment on work product in an expeditious manner

Woolpert Task Responsibilities:

- Coordinate with GUC to ensure execution of tasks consistent with GUC's expectations
- Execute all required tasks in a professional and expeditious manner

TASK 5.0 COMMUNITY PARTICIPATION PLAN

5.1 Community Participation Plan

The Title VI Plan requires the inclusion of a Community Participation Plan (CCP) that documents methods used by the Airport to provide information and gain input by stakeholders and communities affected by the Airport's projects or operations. Woolpert will work with the Sponsor to develop and document the CCP.

5.2 Monitoring Plan

The Consultant Team will assist the Airport in establishing a monitoring plan to ensure updating of the CCP plan on a regular basis.

Task 5.0 Deliverables

Task Product(s):

- Documented Community Participation Plan

GUC Task Responsibilities:

- Provide all requested information regarding existing tracking systems for airport-related services
- Review and comment on work product in an expeditious manner

Woolpert Task Responsibilities:

- Provide Community Participation Plan
- Coordinate with GUC to ensure execution of tasks consistent with GUC's expectations
- Execute all required tasks in a professional and expeditious manner

TASK 6.0 TRAINING PROGRAM

6.1 Training Program

The Title VI Plan will require annual training of all Airport employees regarding the Title VI Program, the LEP Plan and the Community Participation Plan. A PowerPoint training presentation for use by the Airport will be provided.

6.2 Monitoring Plan

The Consultant Team will work with the Airport to review existing tracking systems and identify a tracking process for the Airport to ensure adequate training has been provided to all Airport employees, airlines, and concessionaires on an ongoing basis.

Task 6.0 Deliverables

Task Product(s):

- PowerPoint training presentation
- Updated existing training tracking system for Title VI training
- Documented monitoring plan

GUC Task Responsibilities:

- Provide all requested information regarding existing tracking systems for airport-related services
- Review and comment on work product in an expeditious manner

Woolpert Task Responsibilities:

- Provide a power point Title VI training curriculum and monitoring plan
- Coordinate with GUC to ensure execution of tasks consistent with GUC's expectations
- Execute all required tasks in a professional and expeditious manner

TASK 7.0 PROGRAM PLAN DOCUMENTATION

7.1 Policy Statement

The Title VI Program must be reviewed and adopted by the Gunnison County Board of County Commissioners. The Consultant Team will provide a recommended policy and program with documentation of all essential program components.

7.2 Plan Documentation

The Consultant Team will document the following plan elements: policy statement, organizational chart; program narrative; training summary; description of review efforts; summary of contract compliance; LEP analysis; LEP Plan; Community Participation Plan; complaint tracking summary; complaint procedure and form; summary of Environmental Justice analysis; and a summary of complaints, investigations or lawsuits alleging

discrimination upon the basis of race, color, or national origin during the past three years and summary of emergency documentation review efforts.

7.3 Public Meeting and Adoption

The Consultant Team will provide a draft policy and program for consideration and adoption by the Sponsor. In addition, Woolpert will be available virtually to present the project summary during a public meeting for consideration by Sponsor. The Airport will be responsible for the scheduling, advertising, adoption documentation, and process are required by the Sponsor.

Task 7.0 Deliverables

Task Product(s):

- Policy Statement
- Title VI Plan documentation
- Program presentation

GUC Task Responsibilities:

- Coordinate scheduling the public hearing; provide all required elected officials briefing and adoption materials
- Review and comment on work product in an expeditious manner

Woolpert Task Responsibilities:

- Attend one (1) virtual public meeting and present program summary for Airport Authority Board
- Provide a Title VI documented plan
- Coordinate with GUC to ensure execution of tasks consistent with GUC's expectations
- Execute all required tasks in a professional and expeditious manner

FEE FOR SERVICES

SUMMARY FEE PROPOSAL (LUMP SUM)		Contract Hours	Total Cost
1.0	Project Management	10	\$ 2,250.00
2.0	Research and Data Collection	48	\$ 10,470.00
3.0	Complaint Process	7	\$ 2,205.00
4.0	Limited English Proficiency Plan	26	\$ 5,740.00
5.0	Community Participation Plan	46	\$ 13,230.00
6.0	Training Program	10	\$ 2,520.00
7.0	Program Plan Documentation	22	\$ 8,175.00
	Subtotal	180	\$ 44,590.00
EX	Reimbursable Expenses		\$ 1,838.00
SUB	Daniel S. Reimer, Esq.		\$ 3,000.00
	Total		\$ 49,428.00

AI/PROJ: Gunnsen-Corried Butte Regional Airport
 AI/PROJ: NO : 3-06-000-095-2024
 PROJECT NAME: Railway connector Rehabilitation (A4-A8)
 DATE: April 1, 2024

Highlighted values have been reduced from the original (see proposal)



LABOR CATEGORY		TOTAL HOURS		BILLING RATE		TOTAL COST	
LABOR CATEGORY	PHASE	HOURS	RATE	HOURS	RATE	COST	PHASE
SEE BREAKDOWN							
LABOR-HOUR BREAKDOWN							
TASK							
2.0 Preliminary Design Phase (Lump Sum)							
2.01	Coordinate and Attend Meetings with the Sponsor and FAA	2		2			2
2.02	Prepare Project Scope of Work and Contract	8		8			8
2.03	Prepare Preliminary Cost Estimating	4		4			4
2.04	Provide Project Coordination	40		40			40
2.05	Prepare Preliminary Construction Schedule	2		2			2
2.06	Coordinate Technical Review	4		4			4
2.07	Coordinate Geotechnical Investigation	4		4			4
2.08	Prepare Federal Grant Application	4		4			4
2.09	Prepare Environmental Documentation	2		2			2
2.10	Prepare Disposal and Reuse Materials (DRM) Report and Cost	4		4			4
2.11	Prepare Quarterly Performance Reports - Design	0		0			0
TOTALS		66		66			66
LABOR CATEGORY							
TASK							
2.0 Design Phase (Lump Sum)							
2.01	Analyst/Geotechnical Survey Data	7		7			7
2.02	Analyst/Geotechnical Investigation Data	4		4			4
2.03	Analyst/Environmental Design	16		16			16
2.04	Prepare Geology Utility Investigation	38		38			38
2.05	Prepare Construction Schedule and Pricing Plan (CSP)	24		24			24
2.06	Prepare Preliminary Construction Plans	1		1			1
2.07	Cost Sheet	1		1			1
2.08	Index of Drawings/Summary of Appraisal/Drawings & General Notes	1		1			1
2.09	Survey Control Plan	2		2			2
2.10	Geotechnical Investigation Plan	2		2			2
2.11	Construction Layout Plan	2		2			2
2.12	Environmental Assessments and Details	2		2			2
2.13	Design Risk	2		2			2
2.14	Grading and Drainage Plan	2		2			2
2.15	Typical Sections	1		1			1
2.16	Payment Scheduling	2		2			2
2.17	Final Design/Detail	2		2			2
2.18	Specialty and Control Details	2		2			2
2.19	Prepare Preliminary Technical Specifications	4		4			4
2.20	Company/Client's Form	4		4			4
2.21	Calculate Estimated Quantities	2		2			2
2.22	Calculate Estimated Quantities	4		4			4
2.23	Prepare Preliminary Construction Cost	32		32			32
2.24	Prepare Preliminary Construction Cost	16		16			16
2.25	Review Plans at 50% and 95% Compliance	15		15			15
2.26	Prepare In-House Quality Control	8		8			8
2.27	Prepare and Submit Client, Plan, Specs, Docs, and Design Report	8		8			8
2.28	Prepare Requests for Rebuttal/Amendment	8		8			8
TOTALS		119		119			119
LABOR CATEGORY							
TASK							
2.0 Design Phase (Lump Sum)							
2.01	Analyst/Geotechnical Survey Data	18		18			18
2.02	Analyst/Geotechnical Investigation Data	8		8			8
2.03	Analyst/Environmental Design	16		16			16
2.04	Prepare Geology Utility Investigation	38		38			38
2.05	Prepare Construction Schedule and Pricing Plan (CSP)	24		24			24
2.06	Prepare Preliminary Construction Plans	1		1			1
2.07	Cost Sheet	1		1			1
2.08	Index of Drawings/Summary of Appraisal/Drawings & General Notes	1		1			1
2.09	Survey Control Plan	2		2			2
2.10	Geotechnical Investigation Plan	2		2			2
2.11	Construction Layout Plan	2		2			2
2.12	Environmental Assessments and Details	2		2			2
2.13	Design Risk	2		2			2
2.14	Grading and Drainage Plan	2		2			2
2.15	Typical Sections	1		1			1
2.16	Payment Scheduling	2		2			2
2.17	Final Design/Detail	2		2			2
2.18	Specialty and Control Details	2		2			2
2.19	Prepare Preliminary Technical Specifications	4		4			4
2.20	Company/Client's Form	4		4			4
2.21	Calculate Estimated Quantities	2		2			2
2.22	Calculate Estimated Quantities	4		4			4
2.23	Prepare Preliminary Construction Cost	32		32			32
2.24	Prepare Preliminary Construction Cost	16		16			16
2.25	Review Plans at 50% and 95% Compliance	15		15			15
2.26	Prepare In-House Quality Control	8		8			8
2.27	Prepare and Submit Client, Plan, Specs, Docs, and Design Report	8		8			8
2.28	Prepare Requests for Rebuttal/Amendment	8		8			8
TOTALS		144		144			144
LABOR CATEGORY							
TASK							
2.0 Design Phase (Lump Sum)							
2.01	Analyst/Geotechnical Survey Data	18		18			18
2.02	Analyst/Geotechnical Investigation Data	8		8			8
2.03	Analyst/Environmental Design	16		16			16
2.04	Prepare Geology Utility Investigation	38		38			38
2.05	Prepare Construction Schedule and Pricing Plan (CSP)	24		24			24
2.06	Prepare Preliminary Construction Plans	1		1			1
2.07	Cost Sheet	1		1			1
2.08	Index of Drawings/Summary of Appraisal/Drawings & General Notes	1		1			1
2.09	Survey Control Plan	2		2			2
2.10	Geotechnical Investigation Plan	2		2			2
2.11	Construction Layout Plan	2		2			2
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2.13	Design Risk	2		2			2
2.14	Grading and Drainage Plan	2		2			2
2.15	Typical Sections	1		1			1
2.16	Payment Scheduling	2		2			2
2.17	Final Design/Detail	2		2			2
2.18	Specialty and Control Details	2		2			2
2.19	Prepare Preliminary Technical Specifications	4		4			4
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2.21	Calculate Estimated Quantities	2		2			2
2.22	Calculate Estimated Quantities	4		4			4
2.23	Prepare Preliminary Construction Cost	32		32			32
2.24	Prepare Preliminary Construction Cost	16		16			16
2.25	Review Plans at 50% and 95% Compliance	15		15			15
2.26	Prepare In-House Quality Control	8		8			8
2.27	Prepare and Submit Client, Plan, Specs, Docs, and Design Report	8		8			8
2.28	Prepare Requests for Rebuttal/Amendment	8		8			8
TOTALS		172		172			172
LABOR CATEGORY							
TASK							
2.0 Design Phase (Lump Sum)							
2.01	Analyst/Geotechnical Survey Data	4		4			4
2.02	Analyst/Geotechnical Investigation Data	4		4			4
2.03	Analyst/Environmental Design	16		16			16
2.04	Prepare Geology Utility Investigation	38		38			38
2.05	Prepare Construction Schedule and Pricing Plan (CSP)	24		24			24
2.06	Prepare Preliminary Construction Plans	1		1			1
2.07	Cost Sheet	1		1			1
2.08	Index of Drawings/Summary of Appraisal/Drawings & General Notes	1		1			1
2.09	Survey Control Plan	2		2			2
2.10	Geotechnical Investigation Plan	2		2			2
2.11	Construction Layout Plan	2		2			2
2.12	Environmental Assessments and Details	2		2			2
2.13	Design Risk	2		2			2
2.14	Grading and Drainage Plan	2		2			2
2.15	Typical Sections	1		1			1
2.16	Payment Scheduling	2		2			2
2.17	Final Design/Detail	2		2			2
2.18	Specialty and Control Details	2		2			2
2.19	Prepare Preliminary Technical Specifications	4		4			4
2.20	Company/Client's Form	4		4			4
2.21	Calculate Estimated Quantities	2		2			2
2.22	Calculate Estimated Quantities	4		4			4
2.23	Prepare Preliminary Construction Cost	32		32			32
2.24	Prepare Preliminary Construction Cost	16		16			16
2.25	Review Plans at 50% and 95% Compliance	15		15			15
2.26	Prepare In-House Quality Control	8		8			8
2.27	Prepare and Submit Client, Plan, Specs, Docs, and Design Report	8		8			8
2.28	Prepare Requests for Rebuttal/Amendment	8		8			8
TOTALS		144		144			144
LABOR CATEGORY							
TASK							
2.0 Design Phase (Lump Sum)							
2.01	Analyst/Geotechnical Survey Data	4		4			4
2.02	Analyst/Geotechnical Investigation Data	4		4			4
2.03	Analyst/Environmental Design	16		16			16
2.04	Prepare Geology Utility Investigation	38		38			38
2.05	Prepare Construction Schedule and Pricing Plan (CSP)	24		24			24
2.06	Prepare Preliminary Construction Plans	1		1			1
2.07	Cost Sheet	1		1			1
2.08	Index of Drawings/Summary of Appraisal/Drawings & General Notes	1		1			1
2.09	Survey Control Plan	2		2			2
2.10	Geotechnical Investigation Plan	2		2			2
2.11	Construction Layout Plan	2		2			2
2.12	Environmental Assessments and Details	2		2			2
2.13	Design Risk	2		2			2
2.14	Grading and Drainage Plan	2		2			2
2.15	Typical Sections	1		1			1
2.16	Payment Scheduling	2		2			2
2.17	Final Design/Detail	2		2			2
2.18	Specialty and Control Details	2		2			2
2.19	Prepare Preliminary Technical Specifications	4		4			4
2.20	Company/Client's Form	4		4			4
2.21	Calculate Estimated Quantities	2		2			2
2.22	Calculate Estimated Quantities	4		4			4
2.23	Prepare Preliminary Construction Cost	32		32			32
2.24	Prepare Preliminary Construction Cost	16		16			16
2.25	Review Plans at 50% and 95% Compliance	15		15			15
2.26	Prepare In-House Quality Control	8		8			8
2.27	Prepare and Submit Client, Plan, Specs, Docs, and Design Report	8		8			8
2.28	Prepare Requests for Rebuttal/Amendment	8		8			8
TOTALS		144		144			144
LABOR CATEGORY							
TASK							
2.0 Design Phase (Lump Sum)							
2.01	Analyst/Geotechnical Survey Data	4		4			4
2.02	Analyst/Geotechnical Investigation Data	4		4			4
2.03	Analyst/Environmental Design	16		16			16
2.04	Prepare Geology Utility Investigation	38		38			38
2.05	Prepare Construction Schedule and Pricing Plan (CSP)	24		24			24
2.06	Prepare Preliminary Construction Plans	1		1			1
2.07	Cost Sheet	1		1			1
2.08	Index of Drawings/Summary of Appraisal/Drawings & General Notes	1		1			1
2.09	Survey Control Plan	2		2			2
2.10	Geotechnical Investigation Plan	2		2			2
2.11	Construction Layout Plan	2		2			2
2.12	Environmental Assessments and Details	2		2			2
2.13	Design Risk	2		2			

Task	LABOR CATEGORY										Phase Item Costs
	Practice Operations Leader	Engineer Project Mgr	Engineer in Training	Eg Designer III	Engineering Techn II	Construction Manager IV	Project Coordinator II	Billing Analyst Team Lead II			
3.0 Building Phase (Lump Sum)											
3.01 Provide Bid Assistance											\$ 3,100.00
3.02 Prepare/Conduct Pre Bid Meeting											\$ 4,340.00
3.03 Prepare Address											\$ 3,700.00
3.04 Consult with Architectural Builders											\$ 1,600.00
3.05 Review Bid Proposals											\$ 2,500.00
3.07 Prepare Recommendation of Award											\$ 2,200.00
TOTALS	1	56	64	4	6	2	3	0	0	0	\$ 23,540.00

LABOR CATEGORY	Total Hours	Billing Rate	Total Cost
3.0 Building Phase (Lump Sum)			
Practice Operations Leader	1 hrs	\$ 205.00 /hr	\$ 205.00
Engineer Project Mgr III	56 hrs	\$ 232.00 /hr	\$ 12,992.00
Engineer in Training II	64 hrs	\$ 192.00 /hr	\$ 12,288.00
Eg Designer III	4 hrs	\$ 412.50 /hr	\$ 1,650.00
Engineering Techn II	6 hrs	\$ 266.67 /hr	\$ 1,600.00
Construction Manager IV	2 hrs	\$ 232.00 /hr	\$ 464.00
Project Coordinator II	3 hrs	\$ 133.00 /hr	\$ 399.00
Billing Analyst Team Lead II	0 hrs	\$ 150.00 /hr	\$ 0.00
SUBTOTAL	133 hrs		\$ 23,538.00
Non-billable			
4 Day	4 Day	\$ 41.00 /Day	\$ 164.00
Travel & Airfare Costs	80 hrs	\$ 0.00 /hr	\$ 0.00
Meals	4 Day	\$ 130.00 /Day	\$ 520.00
Office	4 Day	\$ 130.00 /Day	\$ 520.00
Travel & Airfare Costs	8 Day	\$ 74.00 /Day	\$ 592.00
Meals	10 hr	\$ 50.00 /hr	\$ 500.00
TOTAL			\$ 24,014.00

Task	LABOR CATEGORY										Phase Item Costs
	Geospatial Project Mgr III	Surveyor II (Crew Chief)	Survey Field Tech III	Geospatial Specialist II							
4.0 Design Study Phase (Lump Sum)											
4.01 Prepare Topographic Survey											\$ 1,600.00
4.02											
TOTALS	12	24	80	24	0	0	0	0	0	0	\$ 1,600.00

LABOR CATEGORY	Total Hours	Billing Rate	Total Cost
4.0 Design Study Phase (Lump Sum)			
Geospatial Project Mgr III	12 hrs	\$ 232.00 /hr	\$ 2,784.00
Surveyor II (Crew Chief)	24 hrs	\$ 160.00 /hr	\$ 3,840.00
Survey Field Tech III	80 hrs	\$ 170.00 /hr	\$ 13,600.00
Geospatial Specialist II	24 hrs	\$ 120.00 /hr	\$ 2,880.00
SUBTOTAL	140 hrs		\$ 17,004.00
Non-billable			
500 Mi	500 Mi	\$ 0.65 /Mi	\$ 325.00
4 Day	4 Day	\$ 110.00 /Day	\$ 440.00
Travel & Airfare Costs	3 Day	\$ 71.00 /Day	\$ 213.00
Meals	10 hr	\$ 50.00 /hr	\$ 500.00
Travel & Airfare Costs	3 Day	\$ 110.00 /Day	\$ 330.00
Survey Field Vehicle	3 Day	\$ 80.00 /Day	\$ 240.00
SUBTOTAL	540 hrs		\$ 20,552.00

Task	LABOR CATEGORY										Phase Item Costs
	Practice Operations Leader	Engineer Project Mgr	Engineer in Training	Eg Designer III	Engineering Techn II	Construction Manager IV	Construction Manager II	Project Coordinator II	Planner I		
5.0 Construction Administration Phase (Lump Sum)											
5.01 Prepare Construction Contracts and Documents											\$ 2,600.00
5.02 Prepare Project Coordination											\$ 5,750.00
5.03 Review Environmental Documentation											\$ 1,100.00
5.04 Coordinate Draft Assurance Feeing											\$ 1,100.00
5.05 Prepare/Conduct Pre-Construction Meeting											\$ 6,600.00
5.06 Prepare/Conduct Construction Management Plan											\$ 3,300.00
5.07 Prepare/Conduct Construction Management Meeting											\$ 1,100.00
5.08 Estimate and Award Quality Assurance/Quality Control Workshare											\$ 1,100.00
5.09 Perform Site Visits During Construction											\$ 2,600.00
TOTALS	0	78	88	0	0	28	66	0	0	0	\$ 41,650.00

LABOR CATEGORY	Total Hours	Billing Rate	Total Cost
5.0 Construction Administration Phase (Lump Sum)			
Practice Operations Leader	0 hrs	\$ 305.00 /hr	\$ 0.00
Engineer Project Mgr III	78 hrs	\$ 232.00 /hr	\$ 18,096.00
Engineer in Training II	88 hrs	\$ 160.00 /hr	\$ 14,080.00
Eg Designer III	0 hrs	\$ 215.00 /hr	\$ 0.00
Engineering Techn II	0 hrs	\$ 115.00 /hr	\$ 0.00
Construction Manager IV	28 hrs	\$ 115.00 /hr	\$ 3,220.00
Construction Manager II	66 hrs	\$ 115.00 /hr	\$ 7,590.00
Project Coordinator II	0 hrs	\$ 130.00 /hr	\$ 0.00
Planner I	0 hrs	\$ 150.00 /hr	\$ 0.00
SUBTOTAL	225 hrs		\$ 43,886.00
Non-billable			
9 Day	9 Day	\$ 83.00 /Day	\$ 747.00
2000 Mi	2000 Mi	\$ 0.65 /Mi	\$ 1,300.00
Travel & Airfare Costs	18 Day	\$ 74.00 /Day	\$ 1,332.00
Meals	10 hr	\$ 50.00 /hr	\$ 500.00
Travel & Airfare Costs	10 hr	\$ 50.00 /hr	\$ 500.00
TOTAL			\$ 48,125.00

**REVISION NO. TWO (2) TO
AMENDMENT NO. TWO (2) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
JVIAATION, A WOOLPERT COMPANY, LLC
AND
GUNNISON COUNTY
GUNNISON, COLORADO**

The Sponsor and Jviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- General Aviation Ramp Construction

The Sponsor agrees to pay Jviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Bidding.....	Lump sum of \$69,051.50
TOTAL BASIC SERVICES	Lump sum of \$69,051.50

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Yeh & Associates – QA Testing	Lump sum of \$77,226.00
Additional Yeh & Associates – QA Testing (10 Additional Days)	Lump sum of \$15,210.00
Additional Yeh & Associates – QA Testing (Additional Mobilization)	Lump sum of \$13,424.00
Snowbridge, Inc. – Pipe Inspection.....	Lump sum of \$6,760.00
TOTAL SUBCONSULTANT SERVICES	Lump sum of \$112,620.00

CONSTRUCTION ADMINISTRATION

Construction Administration	Lump sum of \$74,488.50
Post Construction Coordination	Lump sum of \$63,503.30

TOTAL CONSTRUCTION ADMINISTRATION Lump sum of \$137,991.80

ON-SITE COORDINATION

On-Site Construction Coordination Cost Plus of \$66,411.36

Additional On-Site Construction Coordination Cost Plus of \$14,758.08

Additional On-Site Construction Coordination Cost Plus of \$15,986.00

Fixed Fee for Construction Coordination Lump Sum of \$13,500.00

Additional Fixed Fee for Construction Coordination Lump Sum of \$3,000.00

On-Site Construction Survey Cost Plus of \$0.00

Fixed Fee for Construction Survey Lump Sum of \$0.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination Actuals Not to Exceed of \$15,682.40

Additional Reimbursable Costs During Construction Coordination Actuals Not to Exceed of \$3,539.20

..... Actuals Not to Exceed of \$3,539.20

Additional Reimbursable Costs During Construction Coordination Actuals Not to Exceed of \$977.91

Reimbursable Costs During Construction Survey Actuals Not to Exceed of \$0.00

TOTAL ON-SITE COORDINATION AND FIXED FEE Lump sum of \$133,854.95

TOTAL SPECIAL SERVICES \$384,466.75

TOTAL \$453,518.25

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

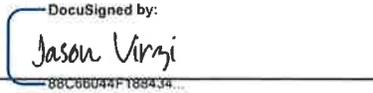
All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 5th day of November 2024.

SPONSOR:
Gunnison County

By: 
Name: Jonathan Houck
Title: Chairperson-BOCC

JVIATION, A WOOLPERT COMPANY, LLC:

By: 
Name: Jason Virzi, PE
Title: Vice President



September 25, 2024

Rick Lamport
Airport Manager
Gunnison-Crested Butte Regional Airport
Administrative Offices
519 Rio Grande Avenue
Gunnison, CO 81230

RE: Gunnison-Crested Butte Regional Airport (GUC)
General Aviation (GA) Ramp Reconstruction
AIP No. 3-08-0030-063-2023/064-2024
Revised Day Count for Onsite Construction – Revision No. 2 to Contract Amendment No. 2

Dear Mr. Lamport

At the beginning of the project, the closure of Highway 50 caused a lot of challenges that were hard to anticipate. We worked with United before construction began, to amend their calendar days from 28 to 38 to accommodate the closure. This allowed United additional time to mobilize their workforce and equipment. Unfortunately, the Highway 50 closure was more impactful than originally thought.

When construction was complete, the project had over run the duration by 9 days. This resulted in additional onsite time and expense for Woolpert to oversee the construction. The Onsite Construction overage total for both Labor and Expenses for the 9 days was \$16,963.91. We feel that the additional days were a result of the Highway 50 closure. United made a great effort to keep the project on schedule and to make the most of each construction day.

We propose amending the engineering contract to add days to cover the additional cost and expenses. We have unused budget for our Construction Survey as United hired their own surveyor for construction. Therefore, the change will not result in an increase in engineering fees or the grant amount.

Sincerely,

Woolpert, Inc.


Jesse Erickson
Project Manager

Woolpert, Inc.
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246

**REVISION NO. ONE (1) TO
AMENDMENT NO. TWO (2) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
AVIATION, A WOOLPERT COMPANY, LLC
AND
GUNNISON COUNTY
GUNNISON, COLORADO**

The Sponsor and Aviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- General Aviation Ramp Construction

The Sponsor agrees to pay Aviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Bidding..... Lump sum of \$69,051.50

TOTAL BASIC SERVICES Lump sum of \$69,051.50

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Yeh & Associates – QA Testing..... Lump sum of \$77,226.00

Additional Yeh & Associates – QA Testing (10 Additional Days) Lump sum of \$15,210.00

Additional Yeh & Associates – QA Testing (Additional Mobilization) Lump sum of \$13,424.00

Snowbridge, Inc. – Pipe Inspection..... Lump sum of \$6,760.00

TOTAL SUBCONSULTANT SERVICES..... Lump sum of \$112,620.00

CONSTRUCTION ADMINISTRATION

Construction Administration..... Lump sum of \$74,488.50

Post Construction Coordination..... Lump sum of \$63,503.30

TOTAL CONSTRUCTION ADMINISTRATION Lump sum of \$137,991.80

ON-SITE COORDINATION

On-Site Construction Coordination Cost Plus of \$66,411.36

Additional On-Site Construction Coordination Cost Plus of \$14,758.08

Fixed Fee for Construction Coordination Lump Sum of \$13,500.00

Additional Fixed Fee for Construction Coordination Lump Sum of \$3,000.00

On-Site Construction Survey Cost Plus of \$14,659.69

Fixed Fee for Construction Survey Lump Sum of \$3,000.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination..... Actuals Not to Exceed of \$15,682.40

Additional Reimbursable Costs During Construction Coordination.....

..... Actuals Not to Exceed of \$3,539.20

Reimbursable Costs During Construction Survey..... Actuals Not to Exceed of \$2,858.25

TOTAL ON-SITE COORDINATION AND FIXED FEE..... Lump sum of \$137,408.98

TOTAL SPECIAL SERVICES..... \$388,020.78

TOTAL \$457,072.28

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

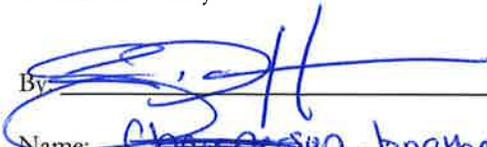
For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 16th day of July 2024.

SPONSOR:
Gunnison County

JVIATION, A WOOLPERT COMPANY, LLC:

By: 
Name: ~~Chairperson~~ Jonathan Houck
Title: Chairperson

DocuSigned by:

By: _____
Name: Jason Virzi, PE
Title: Vice President



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

June 3, 2024

Mr. Rick Lamport
Airport Manager
519 W. Rio Grande
Gunnison, Colorado 81230

Gunnison-Crested Butte Regional Airport
Gunnison, Colorado
AIP: 3-08-0030-063-2023
3-08-0030-064-2024
GA Apron Reconstruction – Schedule I
Engineering Services – Bidding and Construction
Amendment No. 1

Dear Mr. Lamport:

We have reviewed your scope of work, fee proposal, **and** record of negotiations **and Independent Fee Estimate (IFE)** for Bidding and Construction by Jviation, a Woolpert Company for the subject project. Based on your analysis, we accept these costs as reasonable. Please maintain a copy of your analysis for future audit purposes.

The fee(s) proposed for the engineering services have been approved, subject to the following conditions:

1. Please note that this is a maximum fee and the sponsor can only be reimbursed for actual costs incurred assuming associated construction work is completed.
2. Any amendments to this engineering agreement will require Federal Aviation Administration (FAA) approval.
3. If the amendments occur after the grant is issued, they will be subject to the availability of funds.
4. Design must conform to FAA standards and specifications.
5. Construction must conform to contract documents.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

The following items are approved and appear eligible for federal participation, assuming the associated work is completed.

Bidding Phase (Lump Sum) =	\$69,051.50
Construction Administration (Lump Sum) =	\$74,488.50
On-Site Construction Coordination Phase (Cost Plus Fixed Fee) (28 Calendar Days) =	\$95,593.76
On-Site Construction Survey Phase (Cost Plus Fixed Fee) =	\$20,517.94
Post Construction Phase (Lump Sum)	\$63,503.30
Quality Assurance Testing =	\$77,226.00
Pipe Inspection =	\$6,760.00
Grand Total	\$ 407,141.00

Amendment No. 1

On-Site Construction Coordination Phase (Cost Plus Fixed Fee) (10 Calendar Days) =	\$21,297.28
Quality Assurance Testing (10 Additional Days) =	\$15,210.00
Quality Assurance Testing (Add. Mobilization) =	\$13,424.00
Amendment Total	\$ 49,931.28

We encourage all sponsors to review their engineering services and construction agreements in detail and be familiar with them. Under the AIP, the sponsor is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising from the procurements entered into.

Based on the submitted record of negotiations, we concur with the listed fees established. The fees are fair, reasonable, and the result of good faith negotiations.

Please provide our office with a copy of the executed engineering agreement.

If you have not done so, please submit the following certification:

- **Sponsor Certification for Selection of Consultants.** This certification indicates that you have reviewed and followed the FAA standards and guidance in the selection of your consultant and in the negotiation process, to determine fair and reasonable fees.

If you have questions, please call me at (303) 342-1256.

Sincerely,

Paulette Lugo
Project Manager, DEN-612
Denver ADO

AMENDMENT NO. TWO (2) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
AVIATION, A WOOLPERT COMPANY, LLC
AND
GUNNISON COUNTY
GUNNISON, COLORADO

The Sponsor and Aviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- General Aviation Ramp Construction

The Sponsor agrees to pay Aviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Bidding..... Lump sum of \$69,051.50

TOTAL BASIC SERVICES Lump sum of \$69,051.50

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Yeh & Associates – QA Testing..... Lump sum of \$77,226.00

Snowbridge, Inc. – Pipe Inspection..... Lump sum of \$6,760.00

TOTAL SUBCONSULTANT SERVICES Lump sum of \$83,986.00

CONSTRUCTION ADMINISTRATION

Construction Administration..... Lump sum of \$74,488.50

Post Construction Coordination Lump sum of \$63,503.30

TOTAL CONSTRUCTION ADMINISTRATION Lump sum of \$137,991.80

ON-SITE COORDINATION

On-Site Construction Coordination Cost Plus of \$66,411.36
 Fixed Fee for Construction Coordination Lump Sum of \$13,500.00
 On-Site Construction Survey Cost Plus of \$14,659.69
 Fixed Fee for Construction Survey Lump Sum of \$3,000.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination..... Actuals Not to Exceed of \$15,682.40
 Reimbursable Costs During Construction Survey..... Actuals Not to Exceed of \$2,858.25

TOTAL ON-SITE COORDINATION AND FIXED FEE Lump sum of \$116,111.70

TOTAL SPECIAL SERVICES..... \$338,089.50

TOTAL..... \$407,141.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

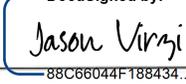
All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 25th day of March 2024.

SPONSOR:
Gunnison County

JVIATION, A WOOLPERT COMPANY, LLC:

By: 
 Name: Jonathan Houck
 Title: Chairperson

DocuSigned by:

 88C66044F188434...
 By: _____
 Name: Jason Virzi, PE
 Title: Vice President

**SCOPE OF WORK
FOR
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
AIP Project No. 3-08-0030-063, 064-2023
General Aviation Ramp Reconstruction – Schedule I**

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated November 2, 2022 between Gunnison County and Jviation, a Woolpert Company for providing professional services. For the remainder of this scope the Gunnison-Crested Butte Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer." The construction budget for this project is \$3,013,140.50. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of supporting Bidding, Construction Administration, Post-Construction Coordination, On-Site Construction Coordination, and On-Site Construction Survey for the Schedule I of the General Aviation Ramp Reconstruction Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

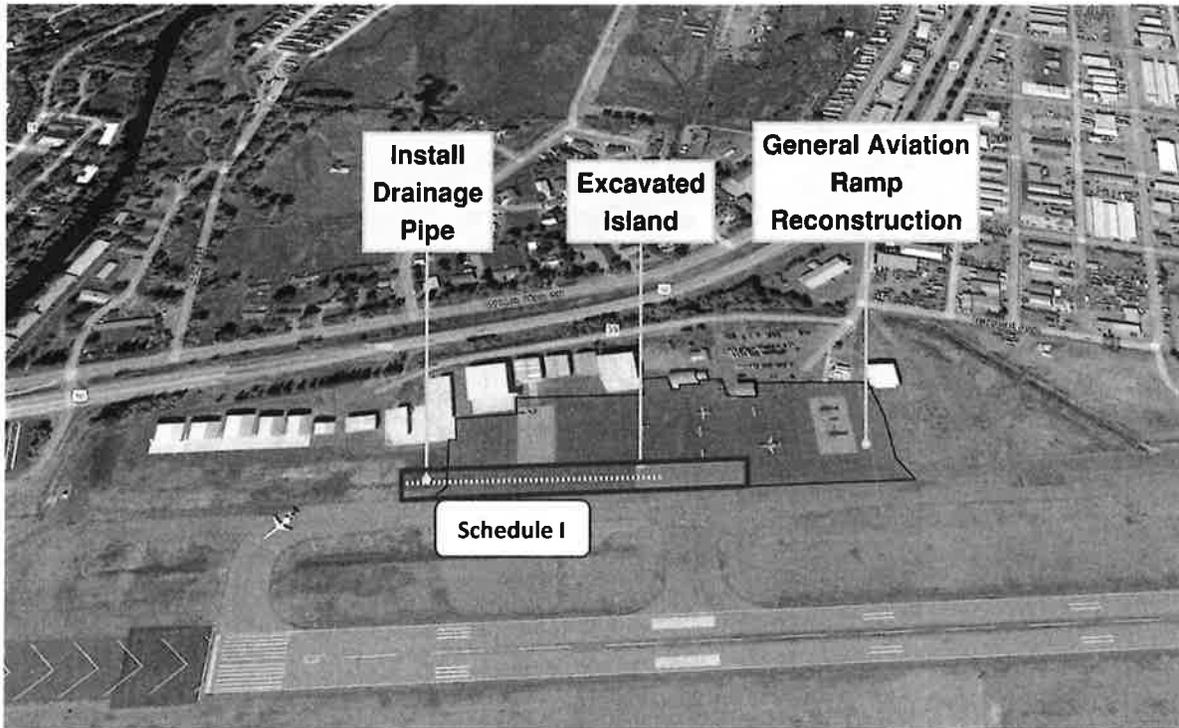


EXHIBIT NO. 1

DESCRIPTION

The existing General Aviation (GA) Ramp is comprised of approximately 500,000 square feet of asphalt and numerous, small concrete pads. Based on historical records the ramp has been built out in 6 major portions between 1948 and 1985. The pavement section includes 2" to 11" of asphalt over 0" to 7.5" of base material on native subgrade. The condition of the asphalt on the GA Ramp is poor and includes significant cracking. While a vast majority of the cracks are sealed, the number and size of the cracks indicates that the structure of the asphalt needs to be replaced. Based on CDOT Aeronautics Pavement Evaluation & Management Program, in 2022 the western $\frac{3}{4}$ of the asphalt ramp has a PCI value of 40. The eastern $\frac{1}{4}$ of the asphalt ramp has a PCI value of 31.

The reconstruction of the pavement section will include full depth removal of the existing asphalt pavement and base material. The asphalt millings will be stored onsite, south of the main runway. The base and subgrade material will be removed offsite. The subgrade will be prepared to the geotechnical engineer's recommendations before installing a drainable base rock layer. The stabilize base and top layer of the pavement section will be comprised of either concrete or asphalt.

The concrete hard stands in the GA Ramp are in better shape. The Western concrete hard stand has a 2022 PCI value of 90. The Eastern concrete hard stand has a 2022 PCI value of 78. These can be repaired with future schedules of work and have life remaining.

The existing GA Ramp has one area that allows direct access from the ramp to the runway. This has been identified as requiring correction during the project. In this area the existing pavement will be removed and will not be replaced. A drainage pipe will be installed to drain the new infield island.

The project will be phased to minimize impacts to existing operations and to accommodate the anticipated funding schedule. The construction of the project will be funded by the AIP Program and was divided into work schedules to meet available funds. This scope of work considers the construction of the Schedule I only in the 2024 construction season. Schedules II and III will be constructed in the following years under new scopes of work.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Bidding Phase, and Reimbursable Costs During Bidding and **Part B-Special Services**, which includes; 2) Construction Administration Phase, 3) Post-Construction Coordination Phase, 4) On-Site Construction Coordination Phase or Field Engineering, 5) On-Site Construction Survey Phase, and Reimbursable Costs during Survey and Construction. Additional services that will be completed by subconsultants to the Engineer, including the quality assurance testing during construction and post-construction pipe inspection will also be included under **Part B-Special Services**. Parts A and B and the five phases are described in more detail below.

PART A - BASIC SERVICES consists of the Bidding Phase, invoiced on a lump sum basis.

1.0 Bidding Phase

1.01 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings with the FAA and the Sponsor. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Senior construction management staff will consult with and provide guidance to the on-site Construction Manager regarding unique project elements; material quality, production, and/or placement issues; and any other difficulties encountered during construction.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Prepare quarterly performance reports.

1.03 Prepare Federal Grant Applications. This task consists of preparing up to two federal grant applications: Entitlement and BILS. The applications will be submitted during the initial portion of the project. Preparation of the applications includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant applications to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed applications to the FAA for further processing.

1.04 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in two (2) newspapers (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms in order to maximize project exposure and generate interest in the project. The Engineer will coordinate payment for the project advertisement(s) and request reimbursement from the Sponsor as a pass-through cost during invoicing.

1.05 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

1.06 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

1.07 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

1.08 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

1.09 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and in-state licensure verification shall be completed.

1.10 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 1.9. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. If the project cannot be awarded, a separate proposal to rebid the project will be provided.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.01 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.02 Schedule, PSR, and Monthly Invoicing		✓
1.02 Pay Request Review Documentation	✓	✓
1.02 Weekly/Monthly Reports	✓	✓
1.02 Quarterly Performance Reports	✓	✓
1.02 Change Orders/Supplemental Agreements	✓	✓
1.03 Federal Grant Application	✓	✓
1.04 Required Bidding Documents	✓	✓
1.05 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
1.06 Addenda	✓	✓
1.09 Bid Tabulations	✓	✓
1.10 Recommendation of Award	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.02 Prepare Project Scope of Work and Contract	<ul style="list-style-type: none"> Conference Call One (1) Project Engineer and one (1) Project Manager Assume One (2) hour via teleconference (1 meetings)
1.05 Prepare/Conduct Pre-Bid Meeting	<ul style="list-style-type: none"> Gunnison, CO One (1) Project Manager and one (1) Project Engineer Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member for site visit
1.08 Attend Bid Opening	<ul style="list-style-type: none"> Gunnison, CO One (1) Project Manager and one (1) Project Engineer Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member per site visit

EX Reimbursable Costs During Bidding. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

PART B - SPECIAL SERVICES consists of the 2) Construction Administration Phase, 3) Post-Construction Coordination Phase (invoiced on a lump sum basis), 4) On-Site Construction Coordination Phase, and 5) On-Site Construction Survey Phase (invoiced on a cost plus fixed fee basis). Also included are direct subcontract costs for the quality assurance testing during construction and post-construction pipe inspection.

2.0 Construction Administration Phase

2.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

2.02 Review Environmental Documentation. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

2.03 Coordinate Quality Assurance Testing. This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.

2.04 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. It is anticipated that representatives of the Engineer will include the Project Manager, Construction Manager, and a Senior Construction Manager. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors, and airport tenants affected by the project.

2.05 Prepare/Submit Construction Management Plan. This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor's Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.

2.06 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will

review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

2.07 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be four RFRs for expenses incurred during the construction and closeout phase of the project.

2.08 Coordinate and Attend Quality Assurance/Quality Control Workshop. Per FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, the FAA requires a Quality Assurance (QA)/Quality Control (QC) workshop when paving operations are anticipated to be greater than \$500,000. The Engineer will attend the workshop, which will be facilitated by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Engineer and Contractor and will include representatives from the Sponsor, Engineer, FAA (if possible), Contractor, subcontractors, quality assurance, quality control, and any other necessary parties. It is anticipated that representatives of the Engineer will include the Project Manager, Construction Manager, and a Senior Construction Manager. Paving operations will not be permitted prior to this meeting's occurrence.

2.09 Perform Site Visits During Construction. The Project Manager shall make on-site visits, as required, throughout the duration of the project. At this time, it is estimated that the Project Manager will make up to two site visits to the project. Additionally, during critical stages of construction, a Senior Construction Manager will be on-site to assist the Construction Manager in ensuring that key project elements are completed in accordance with the project plans and specifications, within the time period allotted for construction, and according to best construction practices. It is anticipated that the Senior Construction Manager will make two site visits of two days each for a total of four days on-site during construction.

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
2.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
2.04 Pre-Construction Agenda and Meeting Minutes	✓	✓
2.05 Construction Management Plan	✓	✓
2.06 Review and Approval of SPCD and Final SPCD	✓	✓
2.07 Request for Reimbursement	✓	✓
2.08 QA/QC Workshop Meeting Minutes	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.04 Conduct Pre-Construction Meeting	<ul style="list-style-type: none"> • Gunnison, CO One (1) Project Manager, one (1) Construction Manager, and one (1) Senior Construction Manager • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member for the site visit
2.08 Attend QA/QC Workshop	<ul style="list-style-type: none"> • Gunnison, CO One (1) Project Manager, one (1) Construction Manager, and one (1) Senior Construction Manager • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member for the site visit
2.09 Perform Site Visits During Construction	<ul style="list-style-type: none"> • Gunnison, CO One (1) Project Manager • Assume two-day site visit (2 site visits) Assume travel to/from Denver, CO with one (1) overnight stay for Project Manager for each site visit
2.09 Site Visits During Critical Construction Activities	<ul style="list-style-type: none"> • Gunnison, CO One (1) Senior Construction Manager • Assume two-day site visit (2 site visits) Assume travel to/from Denver, CO with one (1) overnight stay for Senior Construction Manager for each site visit

3.0 Post-Construction Coordination Phase

3.01 Prepare Final Testing Report. The Engineer will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary, and a table (from Construction Management Plan) including the actual number of tests taken for each specification item to the FAA for review and approval.

3.02 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site is clean.

3.03 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

3.04 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA electronically.

3.05 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements (Regional Guidance Northwest Mountain Airports Division 620-05: Standard Handout for Final Reports).

3.06 Prepare DBE Uniform Report. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

3.07 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

3.08 Update Airport Layout Plan (ALP). The Engineer will review and update the ALP to reflect the work completed for this project. A draft version of each sheet will be submitted to the ADO for review. Upon approval by the FAA, the Engineer shall assist the Sponsor in preparing copies for signature of the revised sheets and submitting to the FAA for final approval.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Final Testing Report	✓	✓
3.02 Clean-up List	✓	✓
3.03 Punchlists	✓	✓
3.04 Record Drawings	✓	✓
3.05 Final Construction Report	✓	✓
3.06 DBE Uniform Report	✓	✓
3.07 Project Cost Summary	✓	✓
3.08 Updated ALP	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.03 Conduct Final Inspection	<ul style="list-style-type: none"> Gunnison, CO One (1) Project Manager Assume full day site visit (1 site visits) Assume travel to/from Denver, CO with one (1) overnight stay for Project Manager for each site visit

4.0 On-Site Construction Coordination Phase

This phase will consist of providing one full-time Construction Manager supported by one full-time Field Engineer. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take **28 calendar days** to complete construction of the project.

4.01 Provide Resident Engineering. The Construction Manager will work approximately **12 hours per day** and the one half-time Field Engineer will be on-site approximately **12 hours per day** as needed. It is assumed that the Construction Manager and Field Engineer will be able to complete all daily project documentation in the course of their shift and that total on-site inspection time is anticipated to be **28 calendar days**. It is assumed that the Contractor will work **six (6) days** a week during the construction period **resulting in 24 working days**.

The following tasks will be performed during the course of a typical day's shift during construction:

- a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project's Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include

information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.

- b. Review survey data and other construction tasks for general compliance with the construction documents.
- c. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
- d. Prepare and process change orders.
- e. Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- f. Review quality control and quality assurance testing results for conformance with the project specifications.
- g. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- h. Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
- i. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Inspection Checklist as required by the CSPP and SPCD.
- j. Verify that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- k. Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA, and the office following the week of actual construction activities performed.
- l. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

TASK 4 DELIVERABLES	TO FAA/STATE	TO SPONSOR
4.01a Coordinate Submittal Reviews		✓
4.01c Coordinate RFIs	✓	✓
4.01d Change Orders	✓	✓
4.01e Payroll Reviews		✓
4.01f Quality Assurance/Quality Control Results Compilation	✓	✓
4.01h Periodic Cost Estimates	✓	✓
4.01k Weekly Reports	✓	✓

5.0 On-Site Construction Survey Phase

5.01 Provide Construction Survey Control. Prior to the beginning of construction, the Surveyor will verify existing project control and move/set additional control outside of grading limits to control the project. Project control will be tied to existing airport control points and updated positions will be provided to the Contractor for use during the project. Project control will be verified by the Surveyor two (2) times throughout the course of construction. If additional project control is required, the Surveyor will provide the work as an additional service to the Contractor. Surveying will be performed under the direct supervision of a state-licensed Professional Land Surveyor.

TASK 5 DELIVERABLES	TO FAA/STATE	TO SPONSOR
5.01 Provide Survey Control Report	✓	✓

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.01 Provide Survey Control	<ul style="list-style-type: none"> • Gunnison, CO One (1) Survey Crew • Assume two (2) full day site visits (two total trips) Assume travel to/from Denver, CO with one (1) overnight stay for the Survey Crew for each site visit

EX Reimbursable Costs During Survey and Construction. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Sections 2 and 3 Reimbursables are invoiced on a lump sum basis and Sections 4 and 5 Reimbursables are invoiced on a cost plus fixed fee basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item P-152 Excavation and Embankment
- Item P-154 Subbase Course
- Item P-209 Crushed Aggregate Base Course
- Item P-401 / P-403 Plant Mix Bituminous Pavements
- Item P-610 Structural Portland Cement Concrete

To facilitate testing during construction, it is anticipated that an onsite, AASHTO accredited, mobile laboratory will be required.

D-701 Pipe Inspections. Pipe inspections will be completed by a third party under the supervision of the Engineer.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced as an actual expense incurred.

2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
4. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
5. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
6. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

BASE AGREEMENT
BETWEEN
JVIATION, A WOOLPERT COMPANY
AND
GUNNISON COUNTY
GUNNISON, COLORADO

Gunnison County (the "Sponsor"), agrees to retain the firm of Jviation, A Woolpert Company (the "Engineer") to perform the scope of engineering services as outlined below at the Gunnison Crested Butte Regional Airport (the "Site"). The term of this Base Agreement (the "Agreement") shall become effective upon execution by the parties and will remain in effect for five (5) years until or as terminated in accordance with the terms below.

SECTION 1. PROJECT LIST

1.1 This Agreement is for engineering services at the Site, which may include the following items (collectively, the "Project"):

- Rehabilitate Portion of Taxiway A (from A4 eastwards)
- Rehabilitate General Aviation Apron
- Rehabilitate Taxiway Connectors A4 through A8
- Expand General Aviation Apron and Facilities
- Update ALP
- SRE acquisition Runway Plow Vehicle
- ARFF Equipment
- Rehabilitate Runway 06/24 (pavement maintenance)
- DBE Reporting and Goal Setting
- Projects identified and approved under new Master Plan if within contract period

SECTION 2. SCOPE OF SERVICES

The engineering services to be provided in connection with the Project will be specified in an Amendment to this Agreement, a sample of which is attached as Exhibit A hereto, or a Statement of Work (an "SOW") accompanying such Amendment (such services collectively, when and as specified in Amendments and SOWs, the "Services").

2.1 Basic Services. Engineer may provide the following services if included in a SOW:

2.1.1 Assist the Sponsor in the preparation of the pre-application, program sketch, program narrative, and engineer's estimate, required statements and notifications, the environmental documentation, and state and regional reviews as required.

2.1.2 Consult/coordinate with the airport authority, airport staff, the Federal Aviation Administration (“FAA”), users, city, county, and other interested parties;

2.1.3 Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations;

2.1.4 Review, and revise as necessary, the airport drawings which provide the basis for the project design;

2.1.5 Prepare preliminary Plans and Specifications and cost estimates for the design and construction;

2.1.6 Provide an acceptable airport layout plan, including exhibits and associated drawings, as required;

2.1.7 Prepare and submit final Plans and Specifications and other contract documents for approval by the Sponsor and (as required) to the FAA prior to advertising for bids;

2.1.8 Prepare a design engineer’s report, including estimates of final quantities and opinion of probable construction costs. The report will be submitted with the final Plans and Specifications to the Sponsor and when applicable to the FAA;

2.1.9 Prepare or assist in the preparation of an application for federal funds and a property map;

2.1.10 Prepare Construction Safety and Phasing Plan (CSPP);

2.1.11 Coordinate the establishment of bid proposals into schedules to allow flexibility of award to match the funds available;

2.1.12 Provide complete sets of approved Plans and Specifications and other contract documents for bidding the project;

2.1.13 Arrange for and conduct a pre-bid conference and job showing;

2.1.14 Assist with the bid opening and processing of bid documents and make recommendations to the Sponsor for award of contract schedules;

2.1.15 Perform miscellaneous engineering services, e.g. hydrology studies, as requested by airport management.

2.2 Special Services. The Engineer may also provide the following special Services:

2.2.1 Soils and pavement investigations (for design), including performing soils and/or pavement testing and investigation of proposed construction areas as required for design.

2.2.2 Topographic surveys (for design), including performing topographic surveys of proposed construction areas as required for design.

2.2.3 Construction administration, including administering proposed construction activity.

2.3 **Field Engineering Services.** This Section 2.3 shall apply only if engineering coordination services are included within an Amendment. In such case, Engineer shall arrange for and conduct a pre-construction conference, and shall provide complete resident engineering coordination of the construction work on the Project, with sufficient qualified inspectors, who shall be present during all construction operations, to observe that construction is accomplished in accordance with the Plans and Specifications. It is expressly understood that the term "engineering coordination" does not mean that the Engineer will assume any responsibility that replaces in any way the duties and authority of a construction superintendent or other contractor charged with responsibility for the construction operation, including ways or means of construction or job site safety.

2.3.1 The Engineer, in carrying out his or her responsibilities for engineer coordination, shall endeavor to guard the Sponsor against defects and deficiencies in the permanent work constructed by the contractor, but does not in any way guarantee the performance of the contractor. The provisions of this Section 2.3 do not limit or modify Engineer's duty to act in accordance with the professional standards set forth in Section 7 below.

2.3.2 Whenever the Engineer considers it necessary or advisable in endeavoring to guard the Sponsor against defects and deficiencies in the work constructed by the contractor, the Engineer shall have the authority to provide surveys and to observe and check surveys conducted by the contractor.

2.3.3 The Engineer shall conduct materials tests required by the FAA and observe and evaluate all such tests made by the contractor in the field and in the laboratory as necessary in accordance with the Plans and Specifications. Copies of all test reports will be furnished to the Sponsor and the FAA. Test results will be available within 24 hours of receipt.

2.3.4 The Engineer shall act as the Sponsor's agent during construction to protect the Sponsor's interest and shall have the authority to recommend to the Sponsor that the construction be stopped if not in accordance with the Plans and Specifications. The Engineer will furnish the Sponsor and the FAA a weekly construction progress and inspection report if requested.

2.3.5 The Engineer shall prepare all addition and deletion change orders and supplemental agreements as required. After acceptance of a construction contract by the contractor, copies will be submitted to the Sponsor and the FAA for approval and signature before proceeding with the work.

2.3.6 The Engineer shall prepare periodic estimates during the construction of the Project and shall prepare the final estimate when the work is completed. Periodic estimates shall be submitted regularly to the Sponsor for the concurrence and submittal to the FAA for Federal participation payment requests.

2.3.7 The Engineer shall review the submitted weekly contractor's payrolls, check shop drawings, and construction submittal; and prepare and maintain necessary records of construction progress.

2.3.8 When the Project has been completed and is ready for final acceptance, the Engineer shall arrange for inspection of the finished work by the FAA, the Sponsor, the contractor, and the Engineer, following which the final estimate for the work will be considered by the Sponsor.

2.3.9 Upon acceptance of the Project, the Engineer shall prepare record drawings, including any field surveying required to compute final quantities, and a construction engineering report, and shall provide the Sponsor and the FAA with one (1) set of reproducible record drawings, one

electronic copy and one (1) copy of the construction report. These documents shall be provided in both hard copy and in an acceptable electronic format to the Sponsor.

2.3.10 On completion of the Project, the Engineer shall prepare and supply the Sponsor with an airport pavement maintenance program for the improvements constructed under the Project.

SECTION 3. COMPENSATION AND PAYMENT

The Sponsor shall pay Engineer the consideration set forth in each Amendment; which consideration shall constitute complete payment for all Services furnished in connection with the work required to be performed under the Amendment.

3.1 Method of Compensation. Each Amendment shall specifically identify the Services, the type of compensation, the applicable rates, and the reimbursable expenses.

3.1.1 For performance of Services included in each "Lump Sum" Amendment, which shall be defined and delineated in advance, payment to the Engineer will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there is a Change in Scope (as defined below). In that event, the lump sum would be subject to re-negotiation, and Engineer will prepare and submit a supplemental Amendment for Sponsor's approval.

3.1.2 For performance of Services described in each "Cost-Plus-a-Fixed-Fee" Amendment, the Sponsor shall reimburse the Engineer for allowable costs such as salary, overhead, and direct non-salary expenses, plus a fixed fee.

- (A) The rates are identified on Exhibit B, Established Hourly Rate Schedule, and hereby incorporated. The rates set forth in Exhibit B are subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.
- (B) The overhead rate is 199.73%, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.
- (C) The fixed fee is 20% of labor costs, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

Amendments with a cost-plus-a-fixed-fee payment may be renegotiated for both the contract upper limit, defined as the not-to-exceed contract value, and the fixed fee. In order for renegotiation to occur, the following must take place:

- 1) The Engineer must alert the Sponsor when the Engineer's cumulative costs approach the upper limit.
- 2) The Sponsor and Engineer should assess whether the remaining work effort can be completed within the remaining contract limits.
- 3) The Engineer must obtain Sponsor approval before exceeding the upper limit.

An increase in costs over the original contract value can occur for several reasons including, but not limited to, poor performance of construction contractor that results in additional inspection

and oversight efforts; increase in construction contract time due to weather events that exceed the norm for the location; and added scope of work or services.

On occasion, the Engineer is called upon to continue technical inspection services on construction contracts overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the Engineer. In this instance the Engineer must be reimbursed for services in excess of the specified period of time agreed upon in each Amendment at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional Engineer technical inspection services that result from contractor caused construction delays will be included in the liquidated damages established for construction contracts.

3.2 Expenses. Sponsor shall pay all publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; shall pay for all permits and licenses that may be required by local, state, or federal authorities; and shall secure the necessary land, easements, and rights-of-way required for the Project.

3.3 Payment Schedule.

3.3.1 For performance of the Services described in each Amendment, Sponsor shall pay the compensation set forth in such Amendment in monthly increments over the period of performance of the Services, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the Amendment.

3.3.2 Payments for all Services performed pursuant to executed Amendments shall be due within thirty (30) days after the receipt of invoices. If the Sponsor disputes any portion of an invoice, it shall not be relieved of the responsibility of paying the undisputed portion thereof.

3.4 Changes in Scope.

3.4.1 It is mutually understood and agreed that the Sponsor will compensate Engineer for Services resulting from significant changes in general scope of the Project or its design, including changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids (collectively, "Changes in Scope"), only when:

- (A) Such revisions are due to causes beyond the Engineer's control,
- (B) The Sponsor has authorized the additional work in an executed Amendment.

3.4.2 Compensation for such extra work when authorized by the Sponsor shall be established in each Amendment.

SECTION 4. CONTRACT DOCUMENTS

4.1 For purposes of this Agreement, the "Plans and Specifications" means all engineering designs, plans, drawings, specifications, and other reports that the Engineer delivers to the Sponsor in connection with the Project.

4.2 Technical Information. The Sponsor shall make available to the Engineer all technical data that is in the Sponsor's possession including maps, surveys, property descriptions, borings, and other information required by the Engineer and relating to the Site, the Project, and the Services.

4.3 Approval of Plans and Specifications. The Sponsor shall cooperate with the Engineer in the approval of the Plans and Specifications, or should any part of such Plans and Specifications be disapproved, shall make a timely decision in order that no undue expense will be caused the Engineer because of lack of decisions. If the Engineer is caused to incur other expenses such as extra drafting, due to changes ordered by the Sponsor after completion and approval of the plans and specifications, the Engineer shall be equitably paid for such extra expenses and services involved.

4.4 Construction Cost Opinion. Upon request by Sponsor, the Engineer shall prepare an opinion of probable construction costs, representing Engineer's reasonable judgment as a design professional (a "Cost Report"). Such Cost Report shall be provided for Sponsor's internal use and guidance only, and under no circumstances does Engineer guarantee the accuracy of the Cost Report as compared to contractor bids or actual cost to the Sponsor. Sponsor acknowledges that Engineer has no control over the actual costs of labor or materials, or over competitive bidding or market conditions.

4.5 Ownership of Plans. The original Plans and Specifications shall remain the property of the Engineer. However, reproducible copies of drawings and copies of other pertinent data will be made available to the Sponsor upon request. The Sponsor may not reuse the Plans and Specifications for any purpose other than the Project except upon (A) prior written consent of Engineer, and (B) Sponsor's agreement to indemnify, defend and hold Engineer harmless for any liability resulting from such reuse.

4.6 Delivery of Plan. The Engineer shall deliver to the Sponsor: (A) one (1) hard-copy of the final Plans and Specifications, and (B) the final Plans and Specifications in electronic form, in a reproducible and modifiable format as reasonably requested by the Sponsor (such as, for example, AutoCAD, MicroStation or other computer aided design files).

SECTION 5. FEDERAL COMPLIANCE

Engineer represents and covenants to Sponsor as follows:

5.1 The Sponsor, the FAA, and the Comptroller General of the United States or any of their designated representatives shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the grant program for the purpose of audit examination, excerpts, and transcriptions.

5.2 The Engineer has formulated, adopted, and actively maintains an affirmative action plan in compliance with Executive Order No. 11246 entitled, "Equal Employment Opportunity." The Engineer does not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Goals and targets are specified in the affirmative action plan to assure its implementation.

5.3 All services performed shall be in conformance with any and all applicable rules and regulations of the FAA.

5.4 It is the policy of the DOT that "Disadvantaged Business Enterprises" (as defined in 49 CFR Part 26) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds, and the requirements of 49 CFR Part 6 shall apply to this Agreement.

5.5 The Engineer shall ensure that Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, all Contractors shall take all necessary and reasonable

steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform in the award and performance of DOT assisted contracts.

SECTION 6. INSURANCE

6.1 The Engineer shall procure and maintain at its expense during the term of this Agreement the following insurance from insurance companies authorized to do business in the State in which the Site is located, covering all operations and services under this Agreement performed by Engineer.

6.1.1 Worker's compensation and Employer's Liability insurance in accordance with the provisions of applicable law.

6.1.2 Commercial general liability in amounts not less than \$1 million combined single limit per occurrence and \$2 million aggregate for bodily injury, personal injury, and property damage with endorsements to include contractual liability. Engineer shall name Sponsor as Additional Insured for ongoing operations, to the extent permitted by law. Coverage shall be primary.

6.1.3 Automobile liability, bodily injury and property damage with a limit of \$1 million for occurrence, combined single limit including owned, hired and non-owned autos.

6.1.4 Professional liability insurance in amounts not less than \$1 million per claim and annual aggregate.

6.2 The Engineer shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this Section 6.

6.2.1 To the extent commercially available to Engineer from its current insurance company, insurance policies required under subsection shall contain a provision that the insurance company or its designee must give the Sponsor written notice transmitted in paper or electronic format: (a) 30 Days before coverage is non-renewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company.

SECTION 7. STANDARD OF CARE

7.1 The Services shall be performed in accordance with that degree of care and skill ordinarily exercised by members of the engineering profession, performing similar services in the same locality, and under the same or similar circumstances and conditions as of the date that such Services are performed. Engineer's sole liability to Sponsor for any non-conforming Services or work shall be to correct the defective item.

7.2 The remedies provided above are the Sponsor's sole remedies for any failure of Engineer to comply with its obligations. Correction of any nonconformity or reimbursement to Sponsor in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of the Engineer for defective or nonconforming Services, whether the claims of the Sponsor are based in contract, in tort (including negligence and strict liability), or otherwise with respect to or arising out of work performed hereunder.

SECTION 8. FORCE MAJEURE

Any delay or failure of engineer in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm,

discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of the Engineer, provided that prompt written notice of such delay or suspension given by the Engineer to the Sponsor. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Engineer shall be reimbursed for the cost of such delays.

SECTION 9. TERMINATION

9.1 Termination by Sponsor. Upon five (5) business days written notice to Engineer, Sponsor may terminate the Engineer's right to proceed further with the Project and Services under this Agreement or any Amendment. In the event of such termination, Sponsor may take possession of the Project in such manner as Sponsor may deem expedient, but Engineer shall not be liable to the Sponsor for any excess cost of completion of any Services, Sponsor shall reimburse the Engineer for all costs associated with the cessation of Services, plus that portion of the Services performed prior to the date of such termination, and Sponsor shall thereafter assume all obligations, commitments, or other liabilities that the Engineer shall have theretofore incurred or made in connection with its performance of the Services and for which Engineer has not been paid and released.

9.2 Termination by Engineer. If work on the Project shall be delayed for more than 30 calendar days of account of one or more of the occurrences set forth in Section 8, or if Sponsor shall fail to pay the Engineer in accordance with the terms of Section 3, the Engineer may, at its option, upon five (5) business days written notice to Sponsor, terminate this Agreement. In the event of any such termination, Sponsor shall reimburse the Engineer for all costs of performance of the Services as the Engineer may have incurred on account of such delays. Sponsor shall thereafter assume all obligations, commitments, or other liabilities that Engineer shall have previously incurred or made in connection with its performance of the Services and for which the Engineer has not been paid and released.

9.3 Termination Without Cause. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. In the case of such termination, Engineer shall be paid for all Services performed prior to the termination date.

SECTION 10. INDEMNIFICATION

10.1 General Liability Indemnification. Each party (the "Indemnifying Party") to the fullest extent permitted by law, shall indemnify, defend, and hold harmless the other party (the "Indemnified Party") their consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Indemnifying Party, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

10.2 Professional Liability Indemnification. To the fullest extent permitted by applicable law, the Engineer agrees to indemnify and hold the Sponsor harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Engineer in performance of professional services under this Agreement. In no event shall the

indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations

10.3 Damages Waiver. Neither party to this Agreement shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages or loss of income, profit or savings of any party, including third parties, arising directly or indirectly from the parties' relationship under this Agreement or applicable law, including claims based on contract, equity, negligence, intended conduct, tort, or otherwise (including breach of warranty, negligence, and strict liability in tort).

SECTION 11. MISCELLANEOUS

11.1 Interpretation. In this Agreement, unless a clear contrary intention appears, (a) words used with initial-capitalized letters shall have the definitions set forth herein, (b) the term "or" shall not be used in an exclusive manner, (c) reference to any gender includes each other gender; (d) reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) "including" (with any correlative meaning "include") means including without limitation the generality of any description preceding such term; and (f) the headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

11.2 Notices. All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by facsimile, by electronic mail (return receipt requested), overnight courier, or by certified mail, to the receiving party at the following address:

If to Sponsor: Gunnison County
200 East Virginia
Gunnison, CO 81230
Attention: Matthew Birnie
Telephone: 970-641-7602
Email: mbirnie@gunnisoncounty.org

If to Engineer: Jviation, A Woolpert Company
720 S. Colorado Blvd, Ste. 1200-S
Glendale, CO 80246
Attention: Jesse Erickson
Telephone: 720-544-6516
Email: jesse.erickson@woolpert.com

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery.

11.3 Disputes. This Agreement is made under and shall be governed by and construed in accordance with the internal laws of the State of Colorado. Any controversy or claim arising out of or related to this Agreement shall be resolved by binding arbitration in accordance with the then-effective rules of the American Arbitration Association ("AAA") and limited discovery shall be permitted. Upon notification by a party of such party's intention to arbitrate a dispute (the "Notice Date"), each party shall select one arbitrator, and the two arbitrators so chosen shall select one arbitrator. Each of the arbitrators chosen shall be impartial and independent of the parties. If a party fails to select an arbitrator within twenty days after delivery of the Notice Date, or if the arbitrators chosen fail to select a third arbitrator within twenty days after being chosen, then any

party may in writing request the judge of the United States District Court closest to Denver, Colorado senior in term of service to appoint the arbitrator or arbitrators. Each arbitration hearing shall be held at a place in Denver, Colorado acceptable to a majority of the arbitrators. The decision of a majority of the arbitrators shall be reduced to writing and shall be binding on the parties. Judgment upon the award rendered by a majority of the arbitrators may be entered and execution had in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. The charges and expenses of the arbitrators shall be allocated as determined by the arbitrators.

11.4 **Severability.** The provisions of the Agreement are severable, and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect, provided however, that the intention and essence of this contract may still be accomplished and satisfied. In the event that any provision of the Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, Engineer and Sponsor shall negotiate an equitable adjustment in the provisions of this Agreement to preserve the purpose of this contract and maintain the allocation or risk, liabilities and obligations originally agreed upon.

11.5 **Governing Law.** The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Colorado.

11.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and the terms and conditions hereof were negotiated between the parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

11.7 **Warranties – Exclusion or Limitation.** Except as specifically provided in this Agreement, Engineer does not make, give or extend, and the Sponsor waives, any warranties, representations or guarantees of any kind or nature, express or implied, arising by law, statute, in contract, civil liability or tort, or otherwise, concerning the transaction which is the subject of the Plans and Specifications or the Services, including any performance guaranty and any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials, or work furnished under this Agreement.

11.8 **Successors; Assignment.** This Agreement shall be binding upon each party and its successors and assigns. Neither the Sponsor nor the Engineer shall assign, sublet, or transfer its interest in this contract without the written consent of the other.

11.9 **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or other electronically delivered signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

11.10 **Section 163.** The FAA's federal action is limited to airport layout plan (ALP) approval of only those portions of projects that meet the criteria established in 49 U.S.C. §47107(a)(16)(B), commonly referred to as Section 163(d) of the FAA Reauthorization Act of 2018. If it is determined that the FAA does not have authority over a portion of the project and associated work completed ahead of the determination is no longer FAA eligible, the Sponsor will remain responsible for this portion of the work.

11.11 TABOR. This Agreement is subject to Sponsor making an annual budget appropriation in an amount sufficient to fund this Agreement. If Sponsor fails or refuses to make such an appropriation, Sponsor reserves the right to terminate this Agreement pursuant to Section 9 of this Agreement.

11.12 Immigration Compliance Certification.

11.12.1 Jviation certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

11.12.2 Jviation certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

11.12.3 Jviation certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

11.12.4 Jviation agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

11.12.5 Jviation agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

SECTION 12. FAA PROVISIONS

The parties recognize that these Federal Provisions may be revised from time to time by the Federal Government.

I. CIVIL RIGHTS ACT OF 1964, TITLE VI - CONTRACTOR CONTRACTUAL REQUIREMENTS (*Reference: 49 CFR Part 21*)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- **Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination.** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations

under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- **Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
 - b) Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions.** The Engineer shall include the provisions of paragraphs one through five (*Compliance with Regulations, Nondiscrimination, Solicitations for Subcontracts, Information and Reports, and Sanctions for Noncompliance*) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

III. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS (*Reference: Airport and Airway Improvement Act of 1982, Section 520; Title 49 47123; AC 150/5100-15, Para. 10.c.*)

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

IV. DISADVANTAGED BUSINESS ENTERPRISES (*Reference: 49 CFR Part 26*)

- **Contract Assurance (§26.13)** - The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:
 - 1) Withholding monthly progress payments;
 - 2) Assessing sanctions;
 - 3) Liquidated damages; and/or
 - 4) Disqualifying the Contractor from future bidding as non-responsible.

- **Prompt Payment (§26.29)** - The prime Engineer agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than Fifteen (15) days from the receipt of each payment the prime Engineer receives from Sponsor. The prime Engineer agrees further to return retainage payments to each subcontractor within Fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Board. This clause applies to both DBE and non-DBE subcontractors.

V. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (*Reference: 49 CFR Part 20, Appendix A*)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VI. ACCESS TO RECORDS AND REPORTS (*Reference: 49 CFR Part 18.36(i); FAA Order 5100.38*)

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

VII. BREACH OF CONTRACT TERMS (*Reference: 49 CFR Part 18.36*)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Engineer must correct the breach. Sponsor may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

VIII. RIGHTS TO INVENTIONS (*Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38*)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Sponsor in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

IX. TRADE RESTRICTION CLAUSE (*Reference: 49 CFR Part 30.13; FAA Order 5100.38*)

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Sponsor if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subcontractors provide immediate written notice to the Engineer if at any time it learns that its certification was erroneously by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subcontractor: Required Contact Provisions Issued on January 29, 2016 Page 64 AIP Grants and Obligated Sponsors Airports (ARP)

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Sponsor or the FAA.

X. TERMINATION OF CONTRACT (*Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38*)

The Sponsor may, by written notice to the Engineer, terminate this Agreement for its convenience and without cause or default on the part of the Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

Termination by Sponsor: The Sponsor may terminate this Agreement in whole or in part, for the failure of the Engineer to:

- 1) Perform the services within the time specified in this contract or by the Sponsor approved extension;
- 2) Make adequate progress so as to endanger satisfactory performance of the Project;
- 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Engineer was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Sponsor:

- 1) Defaults on its obligations under this Agreement;
- 2) Fails to make payment to the Engineer in accordance with the terms of this Agreement;
- 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Sponsor agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Sponsor agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (*Reference: 49 CFR Part 29; FAA Order 5100.38*)

The Engineer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

XII. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (*Reference: 20 CFR part 1910*)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XIII. CLEAN AIR AND WATER POLLUTION CONTROL (*Reference: 2 CFR § 200 Appendix II(G)*)

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Engineer must include this requirement in all subcontracts that exceeds \$150,000.

XIV. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (*Reference: 2 CFR § 200 Appendix II (E)*)

1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.
3. **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.
4. **Subcontractors.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any

lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

XV. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (*Reference: 29 USC § 201, et seq.*)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

XVI. TEXTING WHEN DRIVING (*Reference: Executive Order 13513, DOT Order 3902.10*)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Sponsor encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

XVII. ENERGY CONSERVATION REQUIREMENTS (*Reference: 2 CFR § 200 Appendix II(H)*)

Engineer and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

XVIII. VETERAN'S PREFERENCE (*Reference: 49 USC § 47112(c)*)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

XIX. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS (*Reference: Section 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 and DOT Order 4200.6*)

By signing this Agreement, the Consultant agrees:

1. It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid

in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

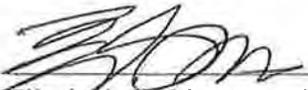
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO**

By: 
Jonathan Houck, Chairperson


Roland Mason, Commissioner


Elizabeth Smith, Commissioner

Attest:





Katherine Haase, Deputy Clerk

ENGINEER:
Aviation, A Woolpert Company

By: 

Name: Jason Virzi, PE

Title: Vice President

Attest:



Exhibit A
to
Base Agreement
Form of Amendment

See attached.

Jviation PROJECT NO.
AIP PROJECT NO.

AMENDMENT NO. ONE (1) TO CONTRACT
DATED _____
BETWEEN
JVIAATION, A WOOLPERT COMPANY
AND
SPONSOR
CITY, STATE

The Sponsor and the Engineer agree to amend their contract for improvements to the _____, _____ (city), _____ (state) to include fees for engineering services. The improvement Item No. is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

Item No.

- or other work as identified.

The Sponsor agrees to pay the Engineer for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the AIP development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design Lump sum of \$0.00
Design Lump sum of \$0.00

BIDDING

Bidding Lump sum of \$0.00

REIMBURSABLE COSTS (typically remove this section and roll fees into specific elements)

Reimbursable Costs During Design Lump sum of \$0.00

TOTAL BASIC SERVICES Lump sum of \$0.00

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

GEOTECHNICAL INVESTIGATIONS (FOR DESIGN)

Geotechnical Investigations Lump sum of \$0.00

TOPOGRAPHIC SURVEYS (FOR DESIGN)

Topographic Surveys..... Time and Materials of \$0.00

ACCEPTANCE TESTING (FOR CONSTRUCTION)

Acceptance Testing..... Lump Sum of \$0.00

TOTAL SUBCONSULTANT SERVICESLump sum of \$0.00

CONSTRUCTION ADMINISTRATION

Construction Administration Lump Sum of \$0.00

Pre-Construction Coordination..... Lump Sum of \$0.00

Post Construction Lump Sum of \$0.00

TOTAL CONSTRUCTION ADMINISTRATIONLump sum of \$0.00

CONSTRUCTION COORDINATION AND FIXED FEE

Construction Coordination Cost Plus of \$0.00

Fixed Fee for Construction Coordination Lump Sum of \$0.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination.....Actuals Not to Exceed of \$0.00

TOTAL CONSTRUCTION COORDINATION AND FIXED FEE.....\$0.00

TOTAL SPECIAL SERVICES.....\$0.00

TOTAL.....\$0.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 202__.

SPONSOR:

[NAME]

ATTEST:

By: _____

Name: Insert Before Printing

Title: Insert Before Printing

ENGINEER:

Aviation, A Woolpert Company

By: _____

Name: Insert Before Printing

Title: Insert Before Printing

Exhibit B
to
Base Agreement
Rates

See attached.

Jviation, A Woolpert Company
Billing Rate Schedule for 2022

Principal	\$295.00
Senior Consultant III	\$285.00
Senior Consultant II	\$275.00
Senior Consultant I	\$265.00
Senior Project Manager	\$290.00
Engineer Program Director I	\$290.00
Project Manager IV	\$255.00
Project Manager III	\$230.00
Project Manager II	\$210.00
Project Manager I	\$180.00
Engineer Phase Manager IV	\$210.00
Engineer Phase Manager I	\$155.00
Quality Control Manager	\$255.00
Electrical Phase Manager IV	\$260.00
Associate Electrical Engineer I	\$140.00
Engineer III	\$175.00
Associate Engineer II	\$155.00
Associate Engineer I	\$130.00
Architect II	\$190.00
Architectural Designer II	\$170.00
Architectural Designer I	\$130.00
Planning Manager	\$290.00
Planner Program Director I	\$290.00
Planner IV	\$260.00
Planner Phase Manager IV	\$210.00
Planner III	\$180.00
Associate Planner I	\$155.00
Designer II	\$170.00
Construction Manager IV	\$220.00
Construction Manager III	\$195.00
Construction Manager II	\$170.00
Construction Manager I	\$140.00
CADD Tech III	\$140.00
CADD Tech II	\$120.00
CADD Tech I	\$105.00
Graphic Artist I	\$105.00
Proposal Coordinator I	\$120.00
Technical Writer I	\$120.00
Project Coordinator II	\$135.00
Project Coordinator I	\$115.00
Ops Manager III	\$280.00
Ops Manager II	\$210.00
Billing Analyst Team Lead II	\$140.00
Support III	\$120.00
Support II	\$105.00
Support I	\$95.00
Intern	\$66.00

**Woolpert Survey
Rate Schedule for 2022**

Survey Manager	\$235.00
Survey Phase Manager	\$135.00
Survey Party Chief	\$120.00
Land Surveyor (PLS)	\$175.00
GIS Technician III	\$135.00
GIS Technician II	\$105.00
UAS Pilot	\$105.00

CDAG #: 23-GUC-01
Aviation Project No.: 110015580
Rehabilitate General Aviation Apron

AMENDMENT NO. ONE (1) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
AVIATION, A WOOLPERT COMPANY
AND
GUNNISON COUNTY
GUNNISON, COLORADO

The Sponsor and Aviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- Rehabilitate General Aviation Apron

The Sponsor agrees to pay Aviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design	Lump sum of \$76,840.00
Design	Lump sum of \$322,770.00
TOTAL BASIC SERVICES	Lump sum of \$399,610.00

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Geotechnical Investigations	Lump sum of \$54,000.00
Cultural Resource Survey	Lump sum of \$3,000.00

TOTAL SUBCONSULTANT SERVICES	Lump sum of \$57,000.00
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DESIGN SURVEY

Design Survey	Lump sum of \$23,050.50
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TOTAL CONSTRUCTION ADMINISTRATION	Lump sum of \$23,050.50
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TOTAL SPECIAL SERVICES	\$80,050.50
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TOTAL	\$479,660.50
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Method of payment shall be as follows:

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

All other terms and conditions of the original contract shall remain in effect

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 20th day of December 2022.

SPONSOR:
Gunnison County

ATTEST:

By: [Signature]
Name: Jonathan Houck

[Signature]



Title: Chair, Board of County Commissioners

JVIATION, A WOOLPERT COMPANY:

By: [Signature]
DocuSigned by:
Jason Virzi
38C00044F-188434

Name: Jason Virzi, PE

Title: Vice President

**SCOPE OF WORK
FOR
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
CDAG Project No. 23-GUC-01
General Aviation Ramp Rehabilitation
with Apron Expansion Preliminary Planning**

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated November 2, 2022 between Gunnison County and Jviation, a Woolpert Company for providing professional services. For the remainder of this scope the Gunnison-Crested Butte Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company is indicated as "Engineer." The estimated construction costs for the apron rehabilitation is \$9,600,000 and the budget for this phase of the project is approximately \$4,500,000. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer's Design Report, along with Design Survey and Geotechnical Investigation for the General Aviation Ramp Rehabilitation with General Aviation Ramp Expansion Preliminary Planning Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.



EXHIBIT NO. 1 – General Aviation Ramp Improvements

DESCRIPTION

The project scope of work will include two main components: rehabilitate the General Aviation Ramp pavement and preliminary planning for the expansion of the General Aviation Ramp to the east. All work elements will include a field investigation and design analysis. The project will be phased to minimize impacts to existing operations and to accommodate the anticipated funding schedule.

The existing General Aviation (GA) Ramp is comprised of approximately 500,000 square feet of asphalt and numerous, small concrete pads. Based on historical records the ramp has been built out in 6 major portions between 1948 and 1985. The pavement section includes 2" to 6" of asphalt over 10" of base material on native subgrade. The condition of the asphalt on the GA Ramp is poor and includes significant cracking. While a vast majority of the cracks are sealed, the number and size of the cracks indicates that the structure of the asphalt may need to be replaced. Based on CDOT Aeronautics Pavement Evaluation & Management Program, in 2022 the western $\frac{3}{4}$ of the asphalt ramp has a PCI value of 40. The eastern $\frac{1}{4}$ of the asphalt ramp has a PCI value of 31.

The rehabilitation methodology will be determined with the support of a pavement and soils evaluation by a Geotechnical Engineer. Pavement structure and subsurface soil parameters will be analyzed along with the GA Ramp's fleet mix to develop alternatives for rehabilitating the asphalt pavement. Alternatives include surface asphalt replacement (mill and fill), full depth asphalt replacement, full depth asphalt replacement and base reclamation (with FAA approval), or full depth pavement section replacement. Considering the deteriorated state of the existing asphalt pavement, it is unlikely that a surface asphalt replacement will be sufficient to rehabilitate the GA Ramp.

The concrete hard stands in the GA Ramp are in better shape. The Western concrete hard stand has a 2022 PCI value of 90. The Eastern concrete hard stand has a 2022 PCI value of 78. These can be repaired and have life remaining. Crack repair, joint sealing, and spall repair will be considered as rehabilitation methods.

The existing GA Ramp has one area that allows direct access from the ramp to the runway. This has been identified as requiring correction during the rehabilitation project. The current Airport Layout Plan (ALP) depicts a painted island to be located between the GA Ramp and Taxiway A2. Options for marking the area will be evaluated, considering visibility and snow removal operations.

There are portions of the GA Ramp that are not eligible for federal funding. These areas are identified in the AIP Handbook as being located within 50' of a private hangar. The program funding will identify the repairs required in these areas so that budget allowances can be set.

Depending on the rehabilitation method that is selected during the preliminary design phase, the impact to the existing GA Ramp area could be significant. In order to properly design the current rehabilitation construction, preliminary planning for future improvements will be considered. The GA Ramp Expansion is depicted to the east of the existing GA Ramp on the current ALP (approx. 100,000 square feet). The existing GA Ramp experiences high volumes of traffic, typically around the holidays. During these periods the capacity of the ramp is exceeded, requiring use of the Commercial Ramp and Taxiway A to park overflow aircraft. Expansion of the ramp will allow additional space for the overflow traffic. By providing preliminary layouts, pavement sections, and grading, the current design efforts can be developed in a way that compliments future design phases.

The expansion to the east is limited by a high-pressure gas main and an irrigation ditch. The size and connections to the ramp and taxiway system will be determined during the General Aviation Ramp Expansion Preliminary Planning task. A full depth pavement section will be developed to FAA standards to accommodate the airfield's GA fleet mix. The expansion area is located under the RPZ for Runway 17/35. The evaluation of the expansion will include recommendations for shortening the dirt Runway 17/35 to remove the GA Ramp Expansion from the RPZ.

The design of the project will be funded by a grant from the CDOT Aeronautics Division. The scope of work will include preliminary and final design. The construction of the project will be funded by the AIP Program and may need to be divided into work schedules to meet available funds.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, and Reimbursable Costs During Design and **Part B-Special Services**, which includes; 4) Design Survey Phase, and Reimbursable Costs During Survey. Additional services that will be completed by subconsultants to the Engineer, including the proposed geotechnical investigation and cultural survey will also be included under **Part B-Special Services**. Parts A and B and the three phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, and Design Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project. It is anticipated that there will be up to five meetings with the Sponsor and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.13.

1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project

1.06 Coordinate Topographical Surveys. This task includes preparing the requirements, establishing the limits of the survey area and scheduling time for the survey to be completed. Survey will be performed in-house under Task 4.1. The Project Manager is expected to visit the project site to coordinate the survey activities with the Sponsor and the survey team.

1.07 Coordinate Geotechnical Investigation. This task includes preparing the requirements for soils testing, establishing the limits of work, and scheduling a time for testing to be completed. The requirements of the geotechnical investigation shall be established in accordance with FAA AC 150/5320-6 (current edition), *Airport Pavement Design and Evaluation*. Negotiating with the geotechnical engineering firm for a cost to perform the work and providing an on-site representative of the Engineer during the geotechnical investigation is also included in this task.

1.08 Coordinate with Local Utility Companies. This task includes meeting and coordinating with local utility agencies who are anticipated to be affected by the project. The Engineer will furnish plans to the agencies at the 60% and 100% review stages of the design, or as requested, to enable the agencies to coordinate efforts for the installation or relocation of any utilities, as necessary.

1.09 Prepare State Grant Application. This task consists of preparing the state grant application for the design effort. Preparation of the application includes the following:

- Prepare state grant application on the CDOT Aeronautics website.
- Prepare Project Financial Information.
- Prepare Project Sketch (11" x 17").

The completed grant application will be saved on the CDOT Aeronautics website for the Sponsor to review. Once the Sponsor approves the grant application, the Sponsor will submit the grant application on the CDOT Aeronautics website.

1.10 Prepare Environmental Documentation. The FAA has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The Engineer shall complete a documented CATEX following current FAA guidance and address potential environmental effects resulting from the proposed project. An overall environmental exhibit will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

1.11 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. The Sponsor has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The current DBE program has not been updated since 2019. In order to be in compliance with 49 CFR Part 26, the program will be amended. The Engineer shall assist the Sponsor with this task. The Engineer will research the current state highway certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Engineer will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Engineer will finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE program will include the following tasks:

- Prepare preliminary program with Sponsor specific information.
- Compile additional information from Sponsor to finalize program.
- Revise program after Sponsor review.
- Submit program to FAA/Civil Rights Office (CRO); revise per CRO review.
- Resubmit Program to CRO for final approval.
- Calculate base figure for DBE goal.
- Adjust base figure for DBE goal.
- Calculate Race Neutral and Race Conscious DBE goals.
- Consultation and Publication for DBE goals.
- Submit DBE goal to CRO.
- Revise DBE goals after Sponsor and FAA review.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing		✓
1.09 State Grant Application	✓	✓
1.10 Environmental Documentation	✓	✓
1.11 DBE Program/Goal	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design and FAA Coordination Meetings.	<ul style="list-style-type: none"> Gunnison, CO One (1) Engineer and one (1) Project Manager Assume One (1) hour via teleconference (5 meetings)
1.06 Coordinate Topographical Surveys.	<ul style="list-style-type: none"> Gunnison, CO One (1) Project Manager Assume Twelve (12) hour trip to Gunnison
1.07 Coordinate Geotechnical Investigation.	<ul style="list-style-type: none"> Gunnison, CO One (1) Engineer Assume Five (5) days for a twelve (12) hour per day in Gunnison
1.08 Utility Coordination with Local Utility Companies	<ul style="list-style-type: none"> Gunnison, CO One (1) Engineer and one (1) Project Manager Assume One (1) hour via teleconference (3 meetings)

2.0 Design Phase

2.01 Analyze Topographic Survey Data. This task includes analyzing the topographical surveying data and preparing the data for use with computer modeling. This will include the following tasks:

- Generate three-dimensional contour model from TIN - surface model.
- Prepare and process data for spot elevations, grading and/or paving cross sections.

2.02 Analyze Geotechnical Investigation Data. This task includes analyzing the geotechnical investigation. This will include the following tasks:

- Review Geotechnical Engineer recommendations.
- Determine appropriate data for the pavement design form(s).
- Provide recommendations for rehabilitation methodology.
- Input data for computer modeling with topographical survey data.
- Prepare soil information for incorporation on the construction plans.

2.03 Prepare Pavement Design. After receiving the geotechnical investigation data, the Engineer will analyze the data and prepare a proposed pavement section using current FAA design software (FAARFIELD). Different alternatives will be reviewed including a surface rehabilitation, a full depth pavement rehabilitation, or a full depth replacement. In addition to determining the proposed pavement section for the current and anticipated traffic, a pavement classification rating (PCR) analysis will be performed to determine the runway PCR classification based on the expected fleet mix. The Engineer will submit the FAARFIELD computer printouts with a narrative to the FAA. The following tasks will be completed:

- Determine appropriate data for pavement design.
- Input data for computer modeling with topographical survey data.
- Prepare an exhibit showing the existing pavement and base course thickness.
- Determine areas of existing pavement to be removed and replaced.
- Prepare pavement and soils information for incorporation on the construction drawings.
- Verify elevation of water table.
- Compile the current airport fleet mix.
- Input data into FAARFIELD.

- Run pavement design scenarios.
- Analyze output from FAARFIELD.
- Select preferred pavement section.
- Compare pavement section to FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*.
- Verify frost design method.
- Verify overexcavation requirements (if needed).
- Verify optimum moisture content for subgrade preparation.

2.04 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.05 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 30% complete and at 95% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

2.06 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities and General Notes	1
Survey Control Plan	1
Geotechnical Investigation Plan	2
Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	4
Environmental Requirements and Details	1
Demolition Plan	5
Geometric Layout Plan	5
Overall Grading and Drainage Plan	1
Grading and Drainage Plan	5
Typical Sections	5
Pavement Marking Plan	3
Pavement Marking Details	4
Drainage Plan and Profile	2
Drainage Details	2
Seeding and Erosion Control Plan	1
Seeding and Erosion Control Details	2
Electrical Demolition Plan	2
Electrical Layout Plan	2
Electrical Details	2
Total Sheet Count	53

2.07 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-151 Clearing and Grubbing
- Item P-152 Excavation, Subgrade and Embankment
- Item P-154 Subbase Course
- Item P-207 In-Place Full Depth Reclamation (FDR) Recycled Asphalt Aggregate Base Course
- Item P-208 Aggregate Base Course
- Item P-209 Crushed Aggregate Base Course
- Item P-217 Aggregate-Turf Runway/Taxiway
- Item P-401 Asphalt Mix Pavement
- Item P-403 Plant Mix Asphalt Pavements (Colorado Modified)
- Item P-604 Compression Joint Seals for Concrete Pavements
- Item P-605 Joint Sealants for Pavements

- Item P-610 Concrete for Miscellaneous Structures
- Item P-620 Runway and Taxiway Marking
- Item D-701 Pipe for Storm Drains and Culverts
- Item D-705 Pipe Underdrains for Airports
- Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes
- Item T-901 Seeding
- Item T-908 Mulching
- Item L-108 Underground Power Cable for Airports
- Item L-110 Airport Underground Electrical Duct Banks and Conduits
- Item L-115 Electrical Manholes and Junction Structures
- Item L-125 Installation of Airport Lighting Systems

Additional Non-FAA specifications will include, but are not limited to, the following items:

- Item P-159 Watering
- Item P-601 Crack Repair with Major Crack Repair
- Item P-640 Aircraft Tiedown Anchors
- Item D-710 Rock Riprap
- Item D-750 Trench Drains (Cast in Place)
- Item D-750 Trench Drains (Modular)

2.08 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Grade Control and Surface Tolerance, Construction Management Plan, and Instruction Manuals.

2.09 Prepare Drainage Analysis and Storm Drainage Design. This task includes verifying the existing storm drainage and/or subsurface drainage systems. Surface drainage will be evaluated and designed to ensure accordance with standard engineering practices, local requirements and FAA AC 150/5320-5 (Current Edition), *Airport Drainage Design*.

2.10 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities, air quality, grading, hauling, batch plants, construction dewatering, permanent dewatering, and stormwater management construction plans and associated permits (SWMP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.11 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460 on the Sponsor's behalf. The anticipated use of equipment during construction requires an FAA Form 7460 to be sent to the FAA a minimum of 45 days prior to the start of construction for approval. The Engineer will prepare exhibits to illustrate the project limits and temporary construction equipment height.

2.12 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.13 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.14 Prepare Engineer's Design Report and Modification of Standards. This task includes preparation of the Engineer's Design Report in accordance with current FAA Northwest Mountain Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. Modifications of the FAA standards, as necessary, for the project will be prepared for preliminary review. The approved Modifications of Standards (MOS) will be included in the Engineer's Design Report and submitted on the MOS website (See Task 2.15 below) to the FAA and Sponsor. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.15 Prepare and Submit Modification of Standards on MOS Website. This task includes Modifications of Standards (MOS) website access coordination with the Sponsor and FAA. Modifications of the FAA standards, as necessary, for the project must be compiled and submitted to the MOS website for approval. Revisions will be completed as needed.

2.16 Review Plans at 30%, 60%, and 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.17 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

In addition to the 30%, 60%, and 90% reviews, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

2.18 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor, CDOT Aeronautics, and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

2.19 Prepare Airfield Signing and Marking Plan. This task includes providing or updating the overall airfield signing and marking plan.

2.20 Prepare Requests for Reimbursement. This task includes preparing the a form for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation for reimbursement. It is estimated there will be three RFRs for expenses incurred during the design and bidding phase of this project.

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.03 Proposed Pavement Design	✓	✓
2.04 Preliminary Contract Documents for Sponsor's Review	✓	✓
2.05 CSPP at 30% and 95% Complete	✓	✓
2.11 FAA Form 7460	✓	✓
2.16 30%, 60%, and 90 % Construction Plans, Specifications, Contract Documents, and Engineer's Design Report	✓	✓
2.18 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓	✓
2.19 Airfield Signing and Marking Plan	✓	✓
2.20 Requests for Reimbursement	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.16 Plan Review at 30% Complete. Plan Review at 60% Complete. Plan Review at 90% Complete.	<ul style="list-style-type: none"> Gunnison, CO One (1) Engineer and one (1) Project Manager Assume Two (2) hours via teleconference (3 meetings)

EX Reimbursable Costs During Design and Bidding. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services.**

PART B - SPECIAL SERVICES consists of the Design Survey Phase (invoiced on a lump sum basis). Also included are direct subcontract costs for the proposed geotechnical investigation and cultural resource survey.

3.0 Design Survey Phase

3.01 Perform Topographical Survey. This task includes providing design survey services within the topographic survey limits shown in Exhibit No. 1 to support the design team for this project. Work items associated with this task include the following:

- Topographical survey of approximately 15 acres.
- It is assumed that the Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS are compromised, establishment of temporary airport control must be completed and tied to the national spatial reference system via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.
- One permanent benchmark shall be placed for each four acres and description and elevation to the nearest 0.01 foot. A minimum of three (3) benchmarks shall be established for the project, regardless of size.
- Ground topography of non-pavement areas will be surveyed at 50-foot stations with associated cross sections having no greater than 25-foot spacing and will include additional shots as necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavements for the runway and connector taxiways will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavement will be surveyed with vertical accuracies not to exceed +/- 0.02 feet. Concrete joints will also be surveyed if applicable.
- Coordination with design staff to determine pavement tie-in locations. These locations will be surveyed with vertical accuracies of at least +/- 0.02 feet.
- Location of structures, paving, and above ground improvements including building footprint, finished floor elevations at the openings plus five feet interior of the opening and concrete aprons associated with door openings will be surveyed at intervals of no greater than 25 feet.
- Additional airfield elements that will be located and surveyed include aircraft tie-downs, guidance signs, airfield runway, taxiway, and/or apron lighting and paint markings, NAVAIDS within the project area (if any), fuel farm, fences, gates and other airport features within the project area.
- Coordinate location and field marking of all existing utilities in the project limits with one-call services, airport operations staff, and/or private utility locators as necessary. Review of existing as-built and other construction records as necessary. All utility locates will be surveyed as marked by utility locators in the field. Points of utilities to be surveyed include, but are not limited to, all paint marks, hydrants, valves, hand holes, manholes, inlets, cleanouts, culverts, pipes, pedestals, meters, transformers, utility poles and other reasonably visible existing utility infrastructure components.
- During design, there may be the need to verify existing survey information or extend the limits of the existing survey.
- Reduce all field notes and pictures into a topographic survey report to be used by the Engineer.

- Create an AutoCAD drawing using the surveyed data that will include symbols, linework, breaklines, notes, details, and a surface model.

The Topographical Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Topographical Survey	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.01 Coordinate and Perform Topographical Survey	<ul style="list-style-type: none"> • Gunnison, CO One (1) Survey Manager Assume full day site visit (1 site visits) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Manager for each site visit

EX Reimbursable Costs During Survey. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 3 Reimbursables are invoiced on a lump sum basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Geotechnical Investigation. Soil samples for analysis must be taken for both the project site and all potential on-site borrow sources. Investigation and testing will also be performed to facilitate the pavement design per FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*. As mentioned under the project description, the geotechnical investigation will be performed in two phases and will include the following:

- Perform a geologic reconnaissance of the project site
- Soil boring and laboratory testing at approximately 20 project locations and at five potential on-site borrow sources
- Installation of temporary piezometers at select boring locations
- Visual inspection and documentation of each soil boring
- Soil Classification/Atterberg Limits, Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)
- Hydrometer and Water-Soluble Sulfates/Corrosivity
- Moisture/Density Relations
- Swell/Consolidation Potential
- California Bearing Ratio
- Moisture content, density of undisturbed fine-grained samples

Environmental Survey and Reports. A Cultural Resource survey and analysis will be completed to identify existing resources and satisfy City, State and Federal regulations. Field visits may be performed under the direct supervision of the Engineer. Final reports will be completed for each resource to be assessed in the Environmental Documentation.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. Reimbursable expenses are based on the following rates:
 - Per diem for lodging and meals & incidentals is based on the US General Services Administration's (GSA) current rates for the project location. Local taxes and fees have been calculated and included in addition to the GSA lodging rate.
 - Vehicle mileage reimbursement is based on the GSA Privately Owned Vehicle Mileage Reimbursement Rates, currently \$0.585/mile.
 - Rental car/vehicle use rate of \$85.00/day.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
5. The Engineer will provide additional base mapping of existing topography, planimetric features and underground utilities needed in the design phase of the project.
6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
7. While the project has both eligible and ineligible work, this scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules. Splitting the project into two bid packages will result in additional costs.
8. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
9. The Engineer will utilize the following plan standards for the project:

- Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
 - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
 - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans as the Engineer.
 - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.
10. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
- The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
 - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
 - FAA General Provisions and required contract language will be used.
11. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
12. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

AMENDMENT NO. ONE (1) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
AVIATION, A WOOLPERT COMPANY
AND
GUNNISON COUNTY
GUNNISON, COLORADO

The Sponsor and Aviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- Rehabilitate General Aviation Apron

The Sponsor agrees to pay Aviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design	Lump sum of \$76,840.00
Design	Lump sum of \$322,770.00
TOTAL BASIC SERVICES	Lump sum of \$399,610.00

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Geotechnical Investigations	Lump sum of \$54,000.00
Cultural Resource Survey	Lump sum of \$3,000.00
TOTAL SUBCONSULTANT SERVICES	Lump sum of \$57,000.00

DESIGN SURVEY

Design Survey	Lump sum of \$23,050.50
TOTAL CONSTRUCTION ADMINISTRATION	Lump sum of \$23,050.50

TOTAL SPECIAL SERVICES..... \$80,050.50

TOTAL..... \$479,660.50

Method of payment shall be as follows:

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 20th day of December 2022.

SPONSOR:
Gunnison County

ATTEST:

By: [Signature]
Name: Jonathan Houck
Title: Chair, Board of County Commissioners

Melvin Bellig



JVIATION, A WOOLPERT COMPANY:

DocuSigned by:
By: Jason Virzi
88C66044F188434...
Name: Jason Virzi, PE
Title: Vice President

**SCOPE OF WORK
FOR
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
CDAG Project No. 23-GUC-01
General Aviation Ramp Rehabilitation
with Apron Expansion Preliminary Planning**

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated November 2, 2022 between Gunnison County and Jviation, a Woolpert Company for providing professional services. For the remainder of this scope the Gunnison-Crested Butte Regional Airport is indicated as “Sponsor” and Jviation, a Woolpert Company is indicated as “Engineer.” The estimated construction costs for the apron rehabilitation is \$9,600,000 and the budget for this phase of the project is approximately \$4,500,000. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer’s Design Report, along with Design Survey and Geotechnical Investigation for the General Aviation Ramp Rehabilitation with General Aviation Ramp Expansion Preliminary Planning Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

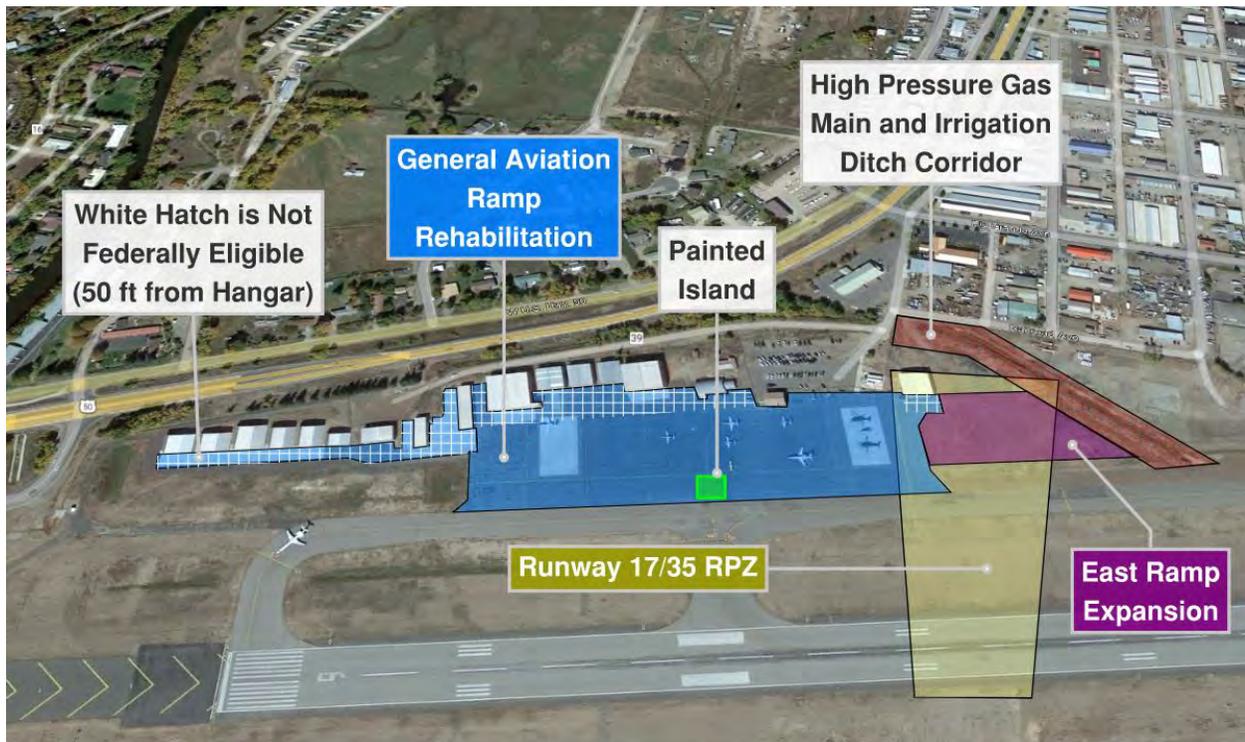


EXHIBIT NO. 1 – General Aviation Ramp Improvements

DESCRIPTION

The project scope of work will include two main components: rehabilitate the General Aviation Ramp pavement and preliminary planning for the expansion of the General Aviation Ramp to the east. All work elements will include a field investigation and design analysis. The project will be phased to minimize impacts to existing operations and to accommodate the anticipated funding schedule.

The existing General Aviation (GA) Ramp is comprised of approximately 500,000 square feet of asphalt and numerous, small concrete pads. Based on historical records the ramp has been built out in 6 major portions between 1948 and 1985. The pavement section includes 2" to 6" of asphalt over 10" of base material on native subgrade. The condition of the asphalt on the GA Ramp is poor and includes significant cracking. While a vast majority of the cracks are sealed, the number and size of the cracks indicates that the structure of the asphalt may need to be replaced. Based on CDOT Aeronautics Pavement Evaluation & Management Program, in 2022 the western $\frac{3}{4}$ of the asphalt ramp has a PCI value of 40. The eastern $\frac{1}{4}$ of the asphalt ramp has a PCI value of 31.

The rehabilitation methodology will be determined with the support of a pavement and soils evaluation by a Geotechnical Engineer. Pavement structure and subsurface soil parameters will be analyzed along with the GA Ramp's fleet mix to develop alternatives for rehabilitating the asphalt pavement. Alternatives include surface asphalt replacement (mill and fill), full depth asphalt replacement, full depth asphalt replacement and base reclamation (with FAA approval), or full depth pavement section replacement. Considering the deteriorated state of the existing asphalt pavement, it is unlikely that a surface asphalt replacement will be sufficient to rehabilitate the GA Ramp.

The concrete hard stands in the GA Ramp are in better shape. The Western concrete hard stand has a 2022 PCI value of 90. The Eastern concrete hard stand has a 2022 PCI value of 78. These can be repaired and have life remaining. Crack repair, joint sealing, and spall repair will be considered as rehabilitation methods.

The existing GA Ramp has one area that allows direct access from the ramp to the runway. This has been identified as requiring correction during the rehabilitation project. The current Airport Layout Plan (ALP) depicts a painted island to be located between the GA Ramp and Taxiway A2. Options for marking the area will be evaluated, considering visibility and snow removal operations.

There are portions of the GA Ramp that are not eligible for federal funding. These areas are identified in the AIP Handbook as being located within 50' of a private hangar. The program funding will identify the repairs required in these areas so that budget allowances can be set.

Depending on the rehabilitation method that is selected during the preliminary design phase, the impact to the existing GA Ramp area could be significant. In order to properly design the current rehabilitation construction, preliminary planning for future improvements will be considered. The GA Ramp Expansion is depicted to the east of the existing GA Ramp on the current ALP (approx. 100,000 square feet). The existing GA Ramp experiences high volumes of traffic, typically around the holidays. During these periods the capacity of the ramp is exceeded, requiring use of the Commercial Ramp and Taxiway A to park overflow aircraft. Expansion of the ramp will allow additional space for the overflow traffic. By providing preliminary layouts, pavement sections, and grading, the current design efforts can be developed in a way that compliments future design phases.

The expansion to the east is limited by a high-pressure gas main and an irrigation ditch. The size and connections to the ramp and taxiway system will be determined during the General Aviation Ramp Expansion Preliminary Planning task. A full depth pavement section will be developed to FAA standards to accommodate the airfield's GA fleet mix. The expansion area is located under the RPZ for Runway 17/35. The evaluation of the expansion will include recommendations for shortening the dirt Runway 17/35 to remove the GA Ramp Expansion from the RPZ.

The design of the project will be funded by a grant from the CDOT Aeronautics Division. The scope of work will include preliminary and final design. The construction of the project will be funded by the AIP Program and may need to be divided into work schedules to meet available funds.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, and Reimbursable Costs During Design and **Part B-Special Services**, which includes; 4) Design Survey Phase, and Reimbursable Costs During Survey. Additional services that will be completed by subconsultants to the Engineer, including the proposed geotechnical investigation and cultural survey will also be included under **Part B-Special Services**. Parts A and B and the three phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, and Design Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project. It is anticipated that there will be up to five meetings with the Sponsor and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.13.

1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project

1.06 Coordinate Topographical Surveys. This task includes preparing the requirements, establishing the limits of the survey area and scheduling time for the survey to be completed. Survey will be performed in-house under Task 4.1. The Project Manager is expected to visit the project site to coordinate the survey activities with the Sponsor and the survey team.

1.07 Coordinate Geotechnical Investigation. This task includes preparing the requirements for soils testing, establishing the limits of work, and scheduling a time for testing to be completed. The requirements of the geotechnical investigation shall be established in accordance with FAA AC 150/5320-6 (current edition), *Airport Pavement Design and Evaluation*. Negotiating with the geotechnical engineering firm for a cost to perform the work and providing an on-site representative of the Engineer during the geotechnical investigation is also included in this task.

1.08 Coordinate with Local Utility Companies. This task includes meeting and coordinating with local utility agencies who are anticipated to be affected by the project. The Engineer will furnish plans to the agencies at the 60% and 100% review stages of the design, or as requested, to enable the agencies to coordinate efforts for the installation or relocation of any utilities, as necessary.

1.09 Prepare State Grant Application. This task consists of preparing the state grant application for the design effort. Preparation of the application includes the following:

- Prepare state grant application on the CDOT Aeronautics website.
- Prepare Project Financial Information.
- Prepare Project Sketch (11" x 17").

The completed grant application will be saved on the CDOT Aeronautics website for the Sponsor to review. Once the Sponsor approves the grant application, the Sponsor will submit the grant application on the CDOT Aeronautics website.

1.10 Prepare Environmental Documentation. The FAA has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The Engineer shall complete a documented CATEX following current FAA guidance and address potential environmental effects resulting from the proposed project. An overall environmental exhibit will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

1.11 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. The Sponsor has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The current DBE program has not been updated since 2019. In order to be in compliance with 49 CFR Part 26, the program will be amended. The Engineer shall assist the Sponsor with this task. The Engineer will research the current state highway certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Engineer will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Engineer will finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE program will include the following tasks:

- Prepare preliminary program with Sponsor specific information.
- Compile additional information from Sponsor to finalize program.
- Revise program after Sponsor review.
- Submit program to FAA/Civil Rights Office (CRO); revise per CRO review.
- Resubmit Program to CRO for final approval.
- Calculate base figure for DBE goal.
- Adjust base figure for DBE goal.
- Calculate Race Neutral and Race Conscious DBE goals.
- Consultation and Publication for DBE goals.
- Submit DBE goal to CRO.
- Revise DBE goals after Sponsor and FAA review.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing		✓
1.09 State Grant Application	✓	✓
1.10 Environmental Documentation	✓	✓
1.11 DBE Program/Goal	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design and FAA Coordination Meetings.	<ul style="list-style-type: none"> Gunnison, CO One (1) Engineer and one (1) Project Manager Assume One (1) hour via teleconference (5 meetings)
1.06 Coordinate Topographical Surveys.	<ul style="list-style-type: none"> Gunnison, CO One (1) Project Manager Assume Twelve (12) hour trip to Gunnison
1.07 Coordinate Geotechnical Investigation.	<ul style="list-style-type: none"> Gunnison, CO One (1) Engineer Assume Five (5) days for a twelve (12) hour per day in Gunnison
1.08 Utility Coordination with Local Utility Companies	<ul style="list-style-type: none"> Gunnison, CO One (1) Engineer and one (1) Project Manager Assume One (1) hour via teleconference (3 meetings)

2.0 Design Phase

2.01 Analyze Topographic Survey Data. This task includes analyzing the topographical surveying data and preparing the data for use with computer modeling. This will include the following tasks:

- ➔ Generate three-dimensional contour model from TIN - surface model.
- ➔ Prepare and process data for spot elevations, grading and/or paving cross sections.

2.02 Analyze Geotechnical Investigation Data. This task includes analyzing the geotechnical investigation. This will include the following tasks:

- ➔ Review Geotechnical Engineer recommendations.
- ➔ Determine appropriate data for the pavement design form(s).
- ➔ Provide recommendations for rehabilitation methodology.
- ➔ Input data for computer modeling with topographical survey data.
- ➔ Prepare soil information for incorporation on the construction plans.

2.03 Prepare Pavement Design. After receiving the geotechnical investigation data, the Engineer will analyze the data and prepare a proposed pavement section using current FAA design software (FAARFIELD). Different alternatives will be reviewed including a surface rehabilitation, a full depth pavement rehabilitation, or a full depth replacement. In addition to determining the proposed pavement section for the current and anticipated traffic, a pavement classification rating (PCR) analysis will be performed to determine the runway PCR classification based on the expected fleet mix. The Engineer will submit the FAARFIELD computer printouts with a narrative to the FAA. The following tasks will be completed:

- ➔ Determine appropriate data for pavement design.
- ➔ Input data for computer modeling with topographical survey data.
- ➔ Prepare an exhibit showing the existing pavement and base course thickness.
- ➔ Determine areas of existing pavement to be removed and replaced.
- ➔ Prepare pavement and soils information for incorporation on the construction drawings.
- ➔ Verify elevation of water table.
- ➔ Compile the current airport fleet mix.
- ➔ Input data into FAARFIELD.

- Run pavement design scenarios.
- Analyze output from FAARFIELD.
- Select preferred pavement section.
- Compare pavement section to FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*.
- Verify frost design method.
- Verify overexcavation requirements (if needed).
- Verify optimum moisture content for subgrade preparation.

2.04 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.05 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 30% complete and at 95% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

2.06 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities and General Notes	1
Survey Control Plan	1
Geotechnical Investigation Plan	2
Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	4
Environmental Requirements and Details	1
Demolition Plan	5
Geometric Layout Plan	5
Overall Grading and Drainage Plan	1
Grading and Drainage Plan	5
Typical Sections	5
Pavement Marking Plan	3
Pavement Marking Details	4
Drainage Plan and Profile	2
Drainage Details	2
Seeding and Erosion Control Plan	1
Seeding and Erosion Control Details	2
Electrical Demolition Plan	2
Electrical Layout Plan	2
Electrical Details	2
Total Sheet Count	53

2.07 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-151 Clearing and Grubbing
- Item P-152 Excavation, Subgrade and Embankment
- Item P-154 Subbase Course
- Item P-207 In-Place Full Depth Reclamation (FDR) Recycled Asphalt Aggregate Base Course
- Item P-208 Aggregate Base Course
- Item P-209 Crushed Aggregate Base Course
- Item P-217 Aggregate-Turf Runway/Taxiway
- Item P-401 Asphalt Mix Pavement
- Item P-403 Plant Mix Asphalt Pavements (Colorado Modified)
- Item P-604 Compression Joint Seals for Concrete Pavements
- Item P-605 Joint Sealants for Pavements

- Item P-610 Concrete for Miscellaneous Structures
- Item P-620 Runway and Taxiway Marking
- Item D-701 Pipe for Storm Drains and Culverts
- Item D-705 Pipe Underdrains for Airports
- Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes
- Item T-901 Seeding
- Item T-908 Mulching
- Item L-108 Underground Power Cable for Airports
- Item L-110 Airport Underground Electrical Duct Banks and Conduits
- Item L-115 Electrical Manholes and Junction Structures
- Item L-125 Installation of Airport Lighting Systems

Additional Non-FAA specifications will include, but are not limited to, the following items:

- Item P-159 Watering
- Item P-601 Crack Repair with Major Crack Repair
- Item P-640 Aircraft Tiedown Anchors
- Item D-710 Rock Riprap
- Item D-750 Trench Drains (Cast in Place)
- Item D-750 Trench Drains (Modular)

2.08 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Grade Control and Surface Tolerance, Construction Management Plan, and Instruction Manuals.

2.09 Prepare Drainage Analysis and Storm Drainage Design. This task includes verifying the existing storm drainage and/or subsurface drainage systems. Surface drainage will be evaluated and designed to ensure accordance with standard engineering practices, local requirements and FAA AC 150/5320-5 (Current Edition), *Airport Drainage Design*.

2.10 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities, air quality, grading, hauling, batch plants, construction dewatering, permanent dewatering, and stormwater management construction plans and associated permits (SWMP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.11 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460 on the Sponsor's behalf. The anticipated use of equipment during construction requires an FAA Form 7460 to be sent to the FAA a minimum of 45 days prior to the start of construction for approval. The Engineer will prepare exhibits to illustrate the project limits and temporary construction equipment height.

2.12 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.13 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.14 Prepare Engineer's Design Report and Modification of Standards. This task includes preparation of the Engineer's Design Report in accordance with current FAA Northwest Mountain Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. Modifications of the FAA standards, as necessary, for the project will be prepared for preliminary review. The approved Modifications of Standards (MOS) will be included in the Engineer's Design Report and submitted on the MOS website (See Task 2.15 below) to the FAA and Sponsor. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.15 Prepare and Submit Modification of Standards on MOS Website. This task includes Modifications of Standards (MOS) website access coordination with the Sponsor and FAA. Modifications of the FAA standards, as necessary, for the project must be compiled and submitted to the MOS website for approval. Revisions will be completed as needed.

2.16 Review Plans at 30%, 60%, and 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.17 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

In addition to the 30%, 60%, and 90% reviews, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

2.18 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor, CDOT Aeronautics, and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

2.19 Prepare Airfield Signing and Marking Plan. This task includes providing or updating the overall airfield signing and marking plan.

2.20 Prepare Requests for Reimbursement. This task includes preparing the a form for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation for reimbursement. It is estimated there will be three RFRs for expenses incurred during the design and bidding phase of this project.

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.03 Proposed Pavement Design	✓	✓
2.04 Preliminary Contract Documents for Sponsor's Review	✓	✓
2.05 CSPP at 30% and 95% Complete	✓	✓
2.11 FAA Form 7460	✓	✓
2.16 30%, 60%, and 90 % Construction Plans, Specifications, Contract Documents, and Engineer's Design Report	✓	✓
2.18 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓	✓
2.19 Airfield Signing and Marking Plan	✓	✓
2.20 Requests for Reimbursement	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.16 Plan Review at 30% Complete. Plan Review at 60% Complete. Plan Review at 90% Complete.	<ul style="list-style-type: none"> Gunnison, CO One (1) Engineer and one (1) Project Manager Assume Two (2) hours via teleconference (3 meetings)

EX Reimbursable Costs During Design and Bidding. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services.**

PART B - SPECIAL SERVICES consists of the Design Survey Phase (invoiced on a lump sum basis). Also included are direct subcontract costs for the proposed geotechnical investigation and cultural resource survey.

3.0 Design Survey Phase

3.01 Perform Topographical Survey. This task includes providing design survey services within the topographic survey limits shown in Exhibit No. 1 to support the design team for this project. Work items associated with this task include the following:

- Topographical survey of approximately 15 acres.
- It is assumed that the Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS are compromised, establishment of temporary airport control must be completed and tied to the national spatial reference system via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.
- One permanent benchmark shall be placed for each four acres and description and elevation to the nearest 0.01 foot. A minimum of three (3) benchmarks shall be established for the project, regardless of size.
- Ground topography of non-pavement areas will be surveyed at 50-foot stations with associated cross sections having no greater than 25-foot spacing and will include additional shots as necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavements for the runway and connector taxiways will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavement will be surveyed with vertical accuracies not to exceed +/- 0.02 feet. Concrete joints will also be surveyed if applicable.
- Coordination with design staff to determine pavement tie-in locations. These locations will be surveyed with vertical accuracies of at least +/- 0.02 feet.
- Location of structures, paving, and above ground improvements including building footprint, finished floor elevations at the openings plus five feet interior of the opening and concrete aprons associated with door openings will be surveyed at intervals of no greater than 25 feet.
- Additional airfield elements that will be located and surveyed include aircraft tie-downs, guidance signs, airfield runway, taxiway, and/or apron lighting and paint markings, NAVAIDS within the project area (if any), fuel farm, fences, gates and other airport features within the project area.
- Coordinate location and field marking of all existing utilities in the project limits with one-call services, airport operations staff, and/or private utility locators as necessary. Review of existing as-built and other construction records as necessary. All utility locates will be surveyed as marked by utility locators in the field. Points of utilities to be surveyed include, but are not limited to, all paint marks, hydrants, valves, hand holes, manholes, inlets, cleanouts, culverts, pipes, pedestals, meters, transformers, utility poles and other reasonably visible existing utility infrastructure components.
- During design, there may be the need to verify existing survey information or extend the limits of the existing survey.
- Reduce all field notes and pictures into a topographic survey report to be used by the Engineer.

- Create an AutoCAD drawing using the surveyed data that will include symbols, linework, breaklines, notes, details, and a surface model.

The Topographical Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Topographical Survey	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.01 Coordinate and Perform Topographical Survey	<ul style="list-style-type: none"> • Gunnison, CO One (1) Survey Manager Assume full day site visit (1 site visits) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Manager for each site visit

EX Reimbursable Costs During Survey. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 3 Reimbursables are invoiced on a lump sum basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Geotechnical Investigation. Soil samples for analysis must be taken for both the project site and all potential on-site borrow sources. Investigation and testing will also be performed to facilitate the pavement design per FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*. As mentioned under the project description, the geotechnical investigation will be performed in two phases and will include the following:

- Perform a geologic reconnaissance of the project site
- Soil boring and laboratory testing at approximately 20 project locations and at five potential on-site borrow sources
- Installation of temporary piezometers at select boring locations
- Visual inspection and documentation of each soil boring
- Soil Classification/Atterberg Limits, Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)
- Hydrometer and Water-Soluble Sulfates/Corrosivity
- Moisture/Density Relations
- Swell/Consolidation Potential
- California Bearing Ratio
- Moisture content, density of undisturbed fine-grained samples

Environmental Survey and Reports. A Cultural Resource survey and analysis will be completed to identify existing resources and satisfy City, State and Federal regulations. Field visits may be performed under the direct supervision of the Engineer. Final reports will be completed for each resource to be assessed in the Environmental Documentation.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. Reimbursable expenses are based on the following rates:
 - Per diem for lodging and meals & incidentals is based on the US General Services Administration's (GSA) current rates for the project location. Local taxes and fees have been calculated and included in addition to the GSA lodging rate.
 - Vehicle mileage reimbursement is based on the GSA Privately Owned Vehicle Mileage Reimbursement Rates, currently \$0.585/mile.
 - Rental car/vehicle use rate of \$85.00/day.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
5. The Engineer will provide additional base mapping of existing topography, planimetric features and underground utilities needed in the design phase of the project.
6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
7. While the project has both eligible and ineligible work, this scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules. Splitting the project into two bid packages will result in additional costs.
8. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
9. The Engineer will utilize the following plan standards for the project:

- Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
 - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
 - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans as the Engineer.
 - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.
10. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
- The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
 - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
 - FAA General Provisions and required contract language will be used.
11. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
12. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

AIRPORT: Gunnison-Crested Butte Regional Airport
 CDAG PROJECT NUMBER: 23-GUC-01
 PROJECT NAME: General Aviation Ramp Rehabilitation with Apron Expansion Preliminary Planning
 DATE: November 18, 2022



FEE BREAKDOWN			
Labor Category	Total Hours	Billing Rate	Total Cost
1.0 Preliminary Design Phase (Lump Sum)			
Principal	8 hrs.	x \$ 295.00 /hr = \$	2,360.00
Quality Control Manager	10 hrs.	x \$ 255.00 /hr = \$	2,550.00
Senior Consultant III	8 hrs.	x \$ 285.00 /hr = \$	2,280.00
Project Manager III	144 hrs.	x \$ 230.00 /hr = \$	33,120.00
Construction Manager IV		hrs. x \$ 220.00 /hr = \$	-
Engineer Phase Manager IV	8 hrs.	x \$ 210.00 /hr = \$	1,680.00
Electrical Phase Manager IV	4 hrs.	x \$ 260.00 /hr = \$	1,040.00
Engineer I	96 hrs.	x \$ 140.00 /hr = \$	13,440.00
CADD Tech III	12 hrs.	x \$ 140.00 /hr = \$	1,680.00
Project Coordinator II	72 hrs.	x \$ 135.00 /hr = \$	9,720.00
Support III	24 hrs.	x \$ 120.00 /hr = \$	2,880.00
Planner III	20 hrs.	x \$ 180.00 /hr = \$	3,600.00
SUBTOTAL			406 hrs. SUBTOTAL \$ 74,350.00
Reimbursables			
Auto Rental	6 Day	x \$ 85.00 /Day= \$	510.00
Mileage	1000 Mi	x \$ 0.585 /Mi= \$	585.00
Lodging + Tax & Fees	5 Day	x \$ 205.00 /Day= \$	1,025.00
Per Diem	5 Day	x \$ 74.00 /Day= \$	370.00
Travel & Airline Costs	Trip	x \$ 500.00 /Trip= \$	-
SUBTOTAL			\$ 2,490.00
PHASE SUBTOTAL			\$ 76,840.00

TASK	LABOR CATEGORY											Phase Item Costs		
	Principal	Quality Control Manager	Senior Consultant III	Project Manager III	Construction Manager IV	Engineer Phase Manager IV	Electrical Phase Manager IV	Engineer I	CADD Tech III	Project Coordinator II	Support III		Planner III	
1.0 Preliminary Design Phase (Lump Sum)														
1.01	2	8	8	16				8					\$ 9,710.00	
1.02	2			24						4			\$ 6,650.00	
1.03		2		4				8	4				\$ 3,110.00	
1.04	4			60						24	24		\$ 21,100.00	
1.05					8	4		8					\$ 3,840.00	
1.06				16				4	4				\$ 4,800.00	
1.07				4				60	4				\$ 9,880.00	
1.08				4									\$ 920.00	
1.09				4						4			\$ 1,460.00	
1.10				4				8				20	\$ 5,640.00	
1.11				8						40			\$ 7,240.00	
TOTALS														
	8	10	8	144			8	4	96	12	72	24	20	\$ 74,350.00

FEE BREAKDOWN			
Labor Category	Total Hours	Billing Rate	Total Cost
2.0 Design Phase (Lump Sum)			
Principal		hrs. x \$ 295.00 /hr = \$	-
Quality Control Manager	44 hrs.	x \$ 255.00 /hr = \$	11,220.00
Senior Consultant III	8 hrs.	x \$ 285.00 /hr = \$	2,280.00
Project Manager III	301 hrs.	x \$ 230.00 /hr = \$	69,230.00
Construction Manager IV	56 hrs.	x \$ 220.00 /hr = \$	12,320.00
Engineer Phase Manager IV	308 hrs.	x \$ 210.00 /hr = \$	64,680.00
Electrical Phase Manager IV	64 hrs.	x \$ 260.00 /hr = \$	16,640.00
Engineer I	605 hrs.	x \$ 140.00 /hr = \$	84,700.00
CADD Tech III	388 hrs.	x \$ 140.00 /hr = \$	54,320.00
Project Coordinator II	52 hrs.	x \$ 135.00 /hr = \$	7,020.00
Support III		hrs. x \$ 120.00 /hr = \$	-
Planner III	2 hrs.	x \$ 180.00 /hr = \$	360.00
SUBTOTAL			1828 hrs. SUBTOTAL \$ 322,770.00
Reimbursables			
Auto Rental	Day	x \$ 85.00 /Day= \$	-
Mileage	Mi	x \$ 0.585 /Mi= \$	-
Lodging + Tax & Fees	Day	x \$ 205.00 /Day= \$	-
Per Diem	Day	x \$ 74.00 /Day= \$	-
Travel & Airline Costs	Trip	x \$ 500.00 /Trip= \$	-
SUBTOTAL			\$ -
PHASE SUBTOTAL			\$ 322,770.00

TASK	LABOR CATEGORY											Phase Item Costs	
	Principal	Quality Control Manager	Senior Consultant III	Project Manager III	Construction Manager IV	Engineer Phase Manager IV	Electrical Phase Manager IV	Engineer I	CADD Tech III	Project Coordinator II	Support III		Planner III
2.0 Design Phase (Lump Sum)													
2.01				8		40			32				\$ 14,720.00
2.02		2		8	8	8		4					\$ 6,350.00
2.03		2		16	4			32					\$ 9,550.00
2.04				8				60		8			\$ 11,320.00
2.05				24	8			40					\$ 12,880.00
2.06													
Cover Sheet				1				1	4				\$ 930.00
Index of Drawings/Summary of Approximate Quantities & General Notes				4					12				\$ 4,280.00
Survey Control Plan				1		4			8				\$ 2,190.00
Geotechnical Investigation Plan				1					12				\$ 1,910.00
Safety Plan				2					8				\$ 1,580.00
Construction Layout Plan				2	4				8				\$ 2,460.00
Construction Phasing Plan				8				16	32				\$ 8,560.00
Environmental Requirements and Details				1					8			2	\$ 1,710.00
Demolition Plan				4				8	24				\$ 8,760.00
Geometric Layout Plan				4		16		8	24				\$ 8,760.00
Overall/Grading and Drainage Plan				2		16			8				\$ 4,940.00
Grading and Drainage Plan				8		32			24				\$ 11,920.00
Typical Sections				4		24		8	16				\$ 9,320.00
Pavement Marking Plan/Details				2		8		8	16				\$ 5,500.00
Drainage Plan and Profile/Details				4		16		8	24				\$ 8,760.00
Seeding and Erosion Control Plan/Details				1		8			8				\$ 3,030.00
Electrical Demolition Plan/Layout Plan/Details				2					16				\$ 17,260.00
2.07 Prepare Preliminary Technical Specifications				24	24			96					\$ 24,240.00
2.08 Prepare Preliminary Special Provisions				8				16					\$ 4,080.00
2.09 Prepare Drainage Analysis and Storm Drainage Design				16				40	8				\$ 10,400.00
2.10 Compile/Submit Permits				1				16					\$ 2,470.00
2.11 Compile/Submit FAA Form 7460				4					16	8			\$ 4,240.00
2.12 Calculate Estimated Quantities				8				16	16				\$ 11,360.00
2.13 Prepare Estimate of Probable Construction Cost				8		24		24					\$ 10,240.00
2.14 Prepare Engineer's Design Report and Modification of Standards				32				120		8			\$ 25,240.00
2.15 Prepare and Submit Modification of Standards on MOS Website				16				24		8			\$ 8,120.00
2.16 Review Plans at 30%, 60%, and 90% Complete				24	8	24	8	24	24				\$ 21,120.00
2.17 Provide In-House Quality Control		40	8										\$ 12,480.00
2.18 Prepare and Submit Const. Plans, Specs., Cont. Docs., and Design Report				32		40		32	32	8			\$ 25,800.00
2.19 Prepare Airfield Signing and Marking Plan				1				4	8				\$ 1,910.00
2.20 Prepare Requests for Reimbursement				12						12			\$ 4,380.00
TOTALS													
		44	8	301	56	308	64	605	388	52		2	\$ 322,770.00

BASE AGREEMENT
BETWEEN
JVIATION, A WOOLPERT COMPANY
AND
GUNNISON COUNTY
GUNNISON, COLORADO

Gunnison County (the “Sponsor”), agrees to retain the firm of Jviation, A Woolpert Company (the “Engineer”) to perform the scope of engineering services as outlined below at the Gunnison Crested Butte Regional Airport (the “Site”). The term of this Base Agreement (the “Agreement”) shall become effective upon execution by the parties and will remain in effect for five (5) years until or as terminated in accordance with the terms below.

SECTION 1. PROJECT LIST

1.1 This Agreement is for engineering services at the Site, which may include the following items (collectively, the “Project”):

- Rehabilitate Portion of Taxiway A (from A4 eastwards)
- Rehabilitate General Aviation Apron
- Rehabilitate Taxiway Connectors A4 through A8
- Expand General Aviation Apron and Facilities
- Update ALP
- SRE acquisition Runway Plow Vehicle
- ARFF Equipment
- Rehabilitate Runway 06/24 (pavement maintenance)
- DBE Reporting and Goal Setting
- Projects identified and approved under new Master Plan if within contract period

SECTION 2. SCOPE OF SERVICES

The engineering services to be provided in connection with the Project will be specified in an Amendment to this Agreement, a sample of which is attached as Exhibit A hereto, or a Statement of Work (an “SOW”) accompanying such Amendment (such services collectively, when and as specified in Amendments and SOWs, the “Services”).

2.1 Basic Services. Engineer may provide the following services if included in a SOW:

2.1.1 Assist the Sponsor in the preparation of the pre-application, program sketch, program narrative, and engineer’s estimate, required statements and notifications, the environmental documentation, and state and regional reviews as required.

2.1.2 Consult/coordinate with the airport authority, airport staff, the Federal Aviation Administration (“FAA”), users, city, county, and other interested parties;

2.1.3 Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations;

2.1.4 Review, and revise as necessary, the airport drawings which provide the basis for the project design;

2.1.5 Prepare preliminary Plans and Specifications and cost estimates for the design and construction;

2.1.6 Provide an acceptable airport layout plan, including exhibits and associated drawings, as required;

2.1.7 Prepare and submit final Plans and Specifications and other contract documents for approval by the Sponsor and (as required) to the FAA prior to advertising for bids;

2.1.8 Prepare a design engineer’s report, including estimates of final quantities and opinion of probable construction costs. The report will be submitted with the final Plans and Specifications to the Sponsor and when applicable to the FAA;

2.1.9 Prepare or assist in the preparation of an application for federal funds and a property map;

2.1.10 Prepare Construction Safety and Phasing Plan (CSPP);

2.1.11 Coordinate the establishment of bid proposals into schedules to allow flexibility of award to match the funds available;

2.1.12 Provide complete sets of approved Plans and Specifications and other contract documents for bidding the project;

2.1.13 Arrange for and conduct a pre-bid conference and job showing;

2.1.14 Assist with the bid opening and processing of bid documents and make recommendations to the Sponsor for award of contract schedules;

2.1.15 Perform miscellaneous engineering services, e.g. hydrology studies, as requested by airport management.

2.2 Special Services. The Engineer may also provide the following special Services:

2.2.1 Soils and pavement investigations (for design), including performing soils and/or pavement testing and investigation of proposed construction areas as required for design.

2.2.2 Topographic surveys (for design), including performing topographic surveys of proposed construction areas as required for design.

2.2.3 Construction administration, including administering proposed construction activity.

2.3 Field Engineering Services. This Section 2.3 shall apply only if engineering coordination services are included within an Amendment. In such case, Engineer shall arrange for and conduct a pre-construction conference, and shall provide complete resident engineering coordination of the construction work on the Project, with sufficient qualified inspectors, who shall be present during all construction operations, to observe that construction is accomplished in accordance with the Plans and Specifications. It is expressly understood that the term "engineering coordination" does not mean that the Engineer will assume any responsibility that replaces in any way the duties and authority of a construction superintendent or other contractor charged with responsibility for the construction operation, including ways or means of construction or job site safety.

2.3.1 The Engineer, in carrying out his or her responsibilities for engineer coordination, shall endeavor to guard the Sponsor against defects and deficiencies in the permanent work constructed by the contractor, but does not in any way guarantee the performance of the contractor. The provisions of this Section 2.3 do not limit or modify Engineer's duty to act in accordance with the professional standards set forth in Section 7 below.

2.3.2 Whenever the Engineer considers it necessary or advisable in endeavoring to guard the Sponsor against defects and deficiencies in the work constructed by the contractor, the Engineer shall have the authority to provide surveys and to observe and check surveys conducted by the contractor.

2.3.3 The Engineer shall conduct materials tests required by the FAA and observe and evaluate all such tests made by the contractor in the field and in the laboratory as necessary in accordance with the Plans and Specifications. Copies of all test reports will be furnished to the Sponsor and the FAA. Test results will be available within 24 hours of receipt.

2.3.4 The Engineer shall act as the Sponsor's agent during construction to protect the Sponsor's interest and shall have the authority to recommend to the Sponsor that the construction be stopped if not in accordance with the Plans and Specifications. The Engineer will furnish the Sponsor and the FAA a weekly construction progress and inspection report if requested.

2.3.5 The Engineer shall prepare all addition and deletion change orders and supplemental agreements as required. After acceptance of a construction contract by the contractor, copies will be submitted to the Sponsor and the FAA for approval and signature before proceeding with the work.

2.3.6 The Engineer shall prepare periodic estimates during the construction of the Project and shall prepare the final estimate when the work is completed. Periodic estimates shall be submitted regularly to the Sponsor for the concurrence and submittal to the FAA for Federal participation payment requests.

2.3.7 The Engineer shall review the submitted weekly contractor's payrolls, check shop drawings, and construction submittal; and prepare and maintain necessary records of construction progress.

2.3.8 When the Project has been completed and is ready for final acceptance, the Engineer shall arrange for inspection of the finished work by the FAA, the Sponsor, the contractor, and the Engineer, following which the final estimate for the work will be considered by the Sponsor.

2.3.9 Upon acceptance of the Project, the Engineer shall prepare record drawings, including any field surveying required to compute final quantities, and a construction engineering report, and shall provide the Sponsor and the FAA with one (1) set of reproducible record drawings, one

electronic copy and one (1) copy of the construction report. These documents shall be provided in both hard copy and in an acceptable electronic format to the Sponsor.

2.3.10 On completion of the Project, the Engineer shall prepare and supply the Sponsor with an airport pavement maintenance program for the improvements constructed under the Project.

SECTION 3. COMPENSATION AND PAYMENT

The Sponsor shall pay Engineer the consideration set forth in each Amendment; which consideration shall constitute complete payment for all Services furnished in connection with the work required to be performed under the Amendment.

3.1 Method of Compensation. Each Amendment shall specifically identify the Services, the type of compensation, the applicable rates, and the reimbursable expenses.

3.1.1 For performance of Services included in each "Lump Sum" Amendment, which shall be defined and delineated in advance, payment to the Engineer will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there is a Change in Scope (as defined below). In that event, the lump sum would be subject to re-negotiation, and Engineer will prepare and submit a supplemental Amendment for Sponsor's approval.

3.1.2 For performance of Services described in each "Cost-Plus-a-Fixed-Fee" Amendment, the Sponsor shall reimburse the Engineer for allowable costs such as salary, overhead, and direct non-salary expenses, plus a fixed fee.

- (A) The rates are identified on Exhibit B, Established Hourly Rate Schedule, and hereby incorporated. The rates set forth in Exhibit B are subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.
- (B) The overhead rate is 199.73%, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.
- (C) The fixed fee is 20% of labor costs, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

Amendments with a cost-plus-a-fixed-fee payment may be renegotiated for both the contract upper limit, defined as the not-to-exceed contract value, and the fixed fee. In order for renegotiation to occur, the following must take place:

- 1) The Engineer must alert the Sponsor when the Engineer's cumulative costs approach the upper limit.
- 2) The Sponsor and Engineer should assess whether the remaining work effort can be completed within the remaining contract limits.
- 3) The Engineer must obtain Sponsor approval before exceeding the upper limit.

An increase in costs over the original contract value can occur for several reasons including, but not limited to, poor performance of construction contractor that results in additional inspection

and oversight efforts; increase in construction contract time due to weather events that exceed the norm for the location; and added scope of work or services.

On occasion, the Engineer is called upon to continue technical inspection services on construction contracts overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the Engineer. In this instance the Engineer must be reimbursed for services in excess of the specified period of time agreed upon in each Amendment at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional Engineer technical inspection services that result from contractor caused construction delays will be included in the liquidated damages established for construction contracts.

3.2 Expenses. Sponsor shall pay all publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; shall pay for all permits and licenses that may be required by local, state, or federal authorities; and shall secure the necessary land, easements, and rights-of-way required for the Project.

3.3 Payment Schedule.

3.3.1 For performance of the Services described in each Amendment, Sponsor shall pay the compensation set forth in such Amendment in monthly increments over the period of performance of the Services, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the Amendment.

3.3.2 Payments for all Services performed pursuant to executed Amendments shall be due within thirty (30) days after the receipt of invoices. If the Sponsor disputes any portion of an invoice, it shall not be relieved of the responsibility of paying the undisputed portion thereof.

3.4 Changes in Scope.

3.4.1 It is mutually understood and agreed that the Sponsor will compensate Engineer for Services resulting from significant changes in general scope of the Project or its design, including changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids (collectively, "Changes in Scope"), only when:

- (A) Such revisions are due to causes beyond the Engineer's control,
- (B) The Sponsor has authorized the additional work in an executed Amendment.

3.4.2 Compensation for such extra work when authorized by the Sponsor shall be established in each Amendment.

SECTION 4. CONTRACT DOCUMENTS

4.1 For purposes of this Agreement, the "Plans and Specifications" means all engineering designs, plans, drawings, specifications, and other reports that the Engineer delivers to the Sponsor in connection with the Project.

4.2 Technical Information. The Sponsor shall make available to the Engineer all technical data that is in the Sponsor's possession including maps, surveys, property descriptions, borings, and other information required by the Engineer and relating to the Site, the Project, and the Services.

4.3 Approval of Plans and Specifications. The Sponsor shall cooperate with the Engineer in the approval of the Plans and Specifications, or should any part of such Plans and Specifications be disapproved, shall make a timely decision in order that no undue expense will be caused the Engineer because of lack of decisions. If the Engineer is caused to incur other expenses such as extra drafting, due to changes ordered by the Sponsor after completion and approval of the plans and specifications, the Engineer shall be equitably paid for such extra expenses and services involved.

4.4 Construction Cost Opinion. Upon request by Sponsor, the Engineer shall prepare an opinion of probable construction costs, representing Engineer's reasonable judgment as a design professional (a "Cost Report"). Such Cost Report shall be provided for Sponsor's internal use and guidance only, and under no circumstances does Engineer guarantee the accuracy of the Cost Report as compared to contractor bids or actual cost to the Sponsor. Sponsor acknowledges that Engineer has no control over the actual costs of labor or materials, or over competitive bidding or market conditions.

4.5 Ownership of Plans. The original Plans and Specifications shall remain the property of the Engineer. However, reproducible copies of drawings and copies of other pertinent data will be made available to the Sponsor upon request. The Sponsor may not reuse the Plans and Specifications for any purpose other than the Project except upon (A) prior written consent of Engineer, and (B) Sponsor's agreement to indemnify, defend and hold Engineer harmless for any liability resulting from such reuse.

4.6 Delivery of Plan. The Engineer shall deliver to the Sponsor: (A) one (1) hard-copy of the final Plans and Specifications, and (B) the final Plans and Specifications in electronic form, in a reproducible and modifiable format as reasonably requested by the Sponsor (such as, for example, AutoCAD, MicroStation or other computer aided design files).

SECTION 5. FEDERAL COMPLIANCE

Engineer represents and covenants to Sponsor as follows:

5.1 The Sponsor, the FAA, and the Comptroller General of the United States or any of their designated representatives shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the grant program for the purpose of audit examination, excerpts, and transcriptions.

5.2 The Engineer has formulated, adopted, and actively maintains an affirmative action plan in compliance with Executive Order No. 11246 entitled, "Equal Employment Opportunity." The Engineer does not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Goals and targets are specified in the affirmative action plan to assure its implementation.

5.3 All services performed shall be in conformance with any and all applicable rules and regulations of the FAA.

5.4 It is the policy of the DOT that "Disadvantaged Business Enterprises" (as defined in 49 CFR Part 26) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds, and the requirements of 49 CFR Part 6 shall apply to this Agreement.

5.5 The Engineer shall ensure that Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, all Contractors shall take all necessary and reasonable

steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform in the award and performance of DOT assisted contracts.

SECTION 6. INSURANCE

6.1 The Engineer shall procure and maintain at its expense during the term of this Agreement the following insurance from insurance companies authorized to do business in the State in which the Site is located, covering all operations and services under this Agreement performed by Engineer.

6.1.1 Worker's compensation and Employer's Liability insurance in accordance with the provisions of applicable law.

6.1.2 Commercial general liability in amounts not less than \$1 million combined single limit per occurrence and \$2 million aggregate for bodily injury, personal injury, and property damage with endorsements to include contractual liability. Engineer shall name Sponsor as Additional Insured for ongoing operations, to the extent permitted by law. Coverage shall be primary.

6.1.3 Automobile liability, bodily injury and property damage with a limit of \$1 million for occurrence, combined single limit including owned, hired and non-owned autos.

6.1.4 Professional liability insurance in amounts not less than \$1 million per claim and annual aggregate.

6.2 The Engineer shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this Section 6.

6.2.1 To the extent commercially available to Engineer from its current insurance company, insurance policies required under subsection shall contain a provision that the insurance company or its designee must give the Sponsor written notice transmitted in paper or electronic format: (a) 30 Days before coverage is non-renewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company.

SECTION 7. STANDARD OF CARE

7.1 The Services shall be performed in accordance with that degree of care and skill ordinarily exercised by members of the engineering profession, performing similar services in the same locality, and under the same or similar circumstances and conditions as of the date that such Services are performed. Engineer's sole liability to Sponsor for any non-conforming Services or work shall be to correct the defective item.

7.2 The remedies provided above are the Sponsor's sole remedies for any failure of Engineer to comply with its obligations. Correction of any nonconformity or reimbursement to Sponsor in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of the Engineer for defective or nonconforming Services, whether the claims of the Sponsor are based in contract, in tort (including negligence and strict liability), or otherwise with respect to or arising out of work performed hereunder.

SECTION 8. FORCE MAJEURE

Any delay or failure of engineer in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm,

discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of the Engineer, provided that prompt written notice of such delay or suspension given by the Engineer to the Sponsor. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Engineer shall be reimbursed for the cost of such delays.

SECTION 9. TERMINATION

9.1 Termination by Sponsor. Upon five (5) business days written notice to Engineer, Sponsor may terminate the Engineer's right to proceed further with the Project and Services under this Agreement or any Amendment. In the event of such termination, Sponsor may take possession of the Project in such manner as Sponsor may deem expedient, but Engineer shall not be liable to the Sponsor for any excess cost of completion of any Services, Sponsor shall reimburse the Engineer for all costs associated with the cessation of Services, plus that portion of the Services performed prior to the date of such termination, and Sponsor shall thereafter assume all obligations, commitments, or other liabilities that the Engineer shall have theretofore incurred or made in connection with its performance of the Services and for which Engineer has not been paid and released.

9.2 Termination by Engineer. If work on the Project shall be delayed for more than 30 calendar days of account of one or more of the occurrences set forth in Section 8, or if Sponsor shall fail to pay the Engineer in accordance with the terms of Section 3, the Engineer may, at its option, upon five (5) business days written notice to Sponsor, terminate this Agreement. In the event of any such termination, Sponsor shall reimburse the Engineer for all costs of performance of the Services as the Engineer may have incurred on account of such delays. Sponsor shall thereafter assume all obligations, commitments, or other liabilities that Engineer shall have previously incurred or made in connection with its performance of the Services and for which the Engineer has not been paid and released.

9.3 Termination Without Cause. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. In the case of such termination, Engineer shall be paid for all Services performed prior to the termination date.

SECTION 10. INDEMNIFICATION

10.1 General Liability Indemnification. Each party (the "Indemnifying Party") to the fullest extent permitted by law, shall indemnify, defend, and hold harmless the other party (the "Indemnified Party") their consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Indemnifying Party, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

10.2 Professional Liability Indemnification. To the fullest extent permitted by applicable law, the Engineer agrees to indemnify and hold the Sponsor harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Engineer in performance of professional services under this Agreement. In no event shall the

party may in writing request the judge of the United States District Court closest to Denver, Colorado senior in term of service to appoint the arbitrator or arbitrators. Each arbitration hearing shall be held at a place in Denver, Colorado acceptable to a majority of the arbitrators. The decision of a majority of the arbitrators shall be reduced to writing and shall be binding on the parties. Judgment upon the award rendered by a majority of the arbitrators may be entered and execution had in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. The charges and expenses of the arbitrators shall be allocated as determined by the arbitrators.

11.4 Severability. The provisions of the Agreement are severable, and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect, provided however, that the intention and essence of this contract may still be accomplished and satisfied. In the event that any provision of the Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, Engineer and Sponsor shall negotiate an equitable adjustment in the provisions of this Agreement to preserve the purpose of this contract and maintain the allocation or risk, liabilities and obligations originally agreed upon.

11.5 Governing Law. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Colorado.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and the terms and conditions hereof were negotiated between the parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

11.7 Warranties – Exclusion or Limitation. Except as specifically provided in this Agreement, Engineer does not make, give or extend, and the Sponsor waives, any warranties, representations or guarantees of any kind or nature, express or implied, arising by law, statute, in contract, civil liability or tort, or otherwise, concerning the transaction which is the subject of the Plans and Specifications or the Services, including any performance guaranty and any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials, or work furnished under this Agreement.

11.8 Successors: Assignment. This Agreement shall be binding upon each party and its successors and assigns. Neither the Sponsor nor the Engineer shall assign, sublet, or transfer its interest in this contract without the written consent of the other.

11.9 Counterparts and Facsimile or Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or other electronically delivered signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

11.10 Section 163. The FAA's federal action is limited to airport layout plan (ALP) approval of only those portions of projects that meet the criteria established in 49 U.S.C. §47107(a)(16)(B), commonly referred to as Section 163(d) of the FAA Reauthorization Act of 2018. If it is determined that the FAA does not have authority over a portion of the project and associated work completed ahead of the determination is no longer FAA eligible, the Sponsor will remain responsible for this portion of the work.

11.11 TABOR. This Agreement is subject to Sponsor making an annual budget appropriation in an amount sufficient to fund this Agreement. If Sponsor fails or refuses to make such an appropriation, Sponsor reserves the right to terminate this Agreement pursuant to Section 9 of this Agreement.

11.12 Immigration Compliance Certification.

11.12.1 Jviation certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

11.12.2 Jviation certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

11.12.3 Jviation certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

11.12.4 Jviation agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

11.12.5 Jviation agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

SECTION 12. FAA PROVISIONS

The parties recognize that these Federal Provisions may be revised from time to time by the Federal Government.

I. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS (*Reference: 49 CFR Part 21*)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- **Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination.** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations

under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- **Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
 - b) Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions.** The Engineer shall include the provisions of paragraphs one through five (*Compliance with Regulations, Nondiscrimination, Solicitations for Subcontracts, Information and Reports, and Sanctions for Noncompliance*) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

III. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS (*Reference: Airport and Airway Improvement Act of 1982, Section 520; Title 49 47123; AC 150/5100-15, Para. 10.c.*)

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

IV. DISADVANTAGED BUSINESS ENTERPRISES (*Reference: 49 CFR Part 26*)

- **Contract Assurance (§26.13)** - The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:
 - 1) Withholding monthly progress payments;
 - 2) Assessing sanctions;
 - 3) Liquidated damages; and/or
 - 4) Disqualifying the Contractor from future bidding as non-responsible.

- **Prompt Payment (§26.29)** - The prime Engineer agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than Fifteen (15) days from the receipt of each payment the prime Engineer receives from Sponsor. The prime Engineer agrees further to return retainage payments to each subcontractor within Fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Board. This clause applies to both DBE and non-DBE subcontractors.

V. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (*Reference: 49 CFR Part 20, Appendix A*)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VI. ACCESS TO RECORDS AND REPORTS (*Reference: 49 CFR Part 18.36(i); FAA Order 5100.38*)

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

VII. BREACH OF CONTRACT TERMS (*Reference: 49 CFR Part 18.36*)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Engineer must correct the breach. Sponsor may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

VIII. RIGHTS TO INVENTIONS (*Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38*)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Sponsor in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

IX. TRADE RESTRICTION CLAUSE (*Reference: 49 CFR Part 30.13; FAA Order 5100.38*)

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Sponsor if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subcontractors provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subcontractor: Required Contact Provisions Issued on January 29, 2016 Page 64 AIP Grants and Obligated Sponsors Airports (ARP)

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Sponsor or the FAA.

X. TERMINATION OF CONTRACT (*Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38*)

The Sponsor may, by written notice to the Engineer, terminate this Agreement for its convenience and without cause or default on the part of the Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

Termination by Sponsor: The Sponsor may terminate this Agreement in whole or in part, for the failure of the Engineer to:

- 1) Perform the services within the time specified in this contract or by the Sponsor approved extension;
- 2) Make adequate progress so as to endanger satisfactory performance of the Project;
- 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Engineer was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Sponsor:

- 1) Defaults on its obligations under this Agreement;
- 2) Fails to make payment to the Engineer in accordance with the terms of this Agreement;
- 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Sponsor agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Sponsor agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (*Reference: 49 CFR Part 29; FAA Order 5100.38*)

The Engineer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

XII. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (*Reference: 20 CFR part 1910*)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XIII. CLEAN AIR AND WATER POLLUTION CONTROL (*Reference: 2 CFR § 200 Appendix II(G)*)

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Engineer must include this requirement in all subcontracts that exceeds \$150,000.

XIV. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (*Reference: 2 CFR § 200 Appendix II (E)*)

1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.
3. **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.
4. **Subcontractors.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any

lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

XV. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (*Reference: 29 USC § 201, et seq.*)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

XVI. TEXTING WHEN DRIVING (*Reference: Executive Order 13513, DOT Order 3902.10*)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Sponsor encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

XVII. ENERGY CONSERVATION REQUIREMENTS (*Reference: 2 CFR § 200 Appendix II(H)*)

Engineer and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

XVIII. VETERAN'S PREFERENCE (*Reference: 49 USC § 47112(c)*)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

XIX. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS (*Reference: Section 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 and DOT Order 4200.6*)

By signing this Agreement, the Consultant agrees:

1. It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid

in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO**

By: 
Jonathan Houck, Chairperson


Roland Mason, Commissioner


Elizabeth Smith, Commissioner

Attest:





Katherine Haase, Deputy Clerk

ENGINEER:
Jviation, A Woolpert Company

By: 

Name: Jason Virzi, PE

Title: Vice President

Attest:



Exhibit A
to
Base Agreement
Form of Amendment

See attached.

AMENDMENT NO. ONE (1) TO CONTRACT
DATED _____
BETWEEN
JVIATION, A WOOLPERT COMPANY
AND
SPONSOR
CITY, STATE

The Sponsor and the Engineer agree to amend their contract for improvements to the _____, _____ (city), _____ (state) to include fees for engineering services. The improvement Item No. is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

Item No.

- or other work as identified.

The Sponsor agrees to pay the Engineer for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the AIP development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design Lump sum of \$0.00
Design Lump sum of \$0.00

BIDDING

Bidding Lump sum of \$0.00

REIMBURSABLE COSTS (typically remove this section and roll fees into specific elements)

Reimbursable Costs During Design Lump sum of \$0.00

TOTAL BASIC SERVICES Lump sum of \$0.00

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

GEOTECHNICAL INVESTIGATIONS (FOR DESIGN)

Geotechnical Investigations Lump sum of \$0.00

TOPOGRAPHIC SURVEYS (FOR DESIGN)

Topographic Surveys..... Time and Materials of \$0.00

ACCEPTANCE TESTING (FOR CONSTRUCTION)

Acceptance Testing..... Lump Sum of \$0.00

TOTAL SUBCONSULTANT SERVICES Lump sum of \$0.00

CONSTRUCTION ADMINISTRATION

Construction Administration Lump Sum of \$0.00

Pre-Construction Coordination..... Lump Sum of \$0.00

Post Construction Lump Sum of \$0.00

TOTAL CONSTRUCTION ADMINISTRATION Lump sum of \$0.00

CONSTRUCTION COORDINATION AND FIXED FEE

Construction Coordination Cost Plus of \$0.00

Fixed Fee for Construction Coordination Lump Sum of \$0.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination.....Actuals Not to Exceed of \$0.00

TOTAL CONSTRUCTION COORDINATION AND FIXED FEE.....\$0.00

TOTAL SPECIAL SERVICES.....\$0.00

TOTAL.....\$0.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 202__.

SPONSOR:
[NAME]

ATTEST:

By: _____

Name: Insert Before Printing

Title: Insert Before Printing

ENGINEER:
Jvation, A Woolpert Company

By: _____

Name: Insert Before Printing

Title: Insert Before Printing

Exhibit B
to
Base Agreement
Rates

See attached.

Jviation, A Woolpert Company
Billing Rate Schedule for 2022

Principal	\$295.00
Senior Consultant III	\$285.00
Senior Consultant II	\$275.00
Senior Consultant I	\$265.00
Senior Project Manager	\$290.00
Engineer Program Director I	\$290.00
Project Manager IV	\$255.00
Project Manager III	\$230.00
Project Manager II	\$210.00
Project Manager I	\$180.00
Engineer Phase Manager IV	\$210.00
Engineer Phase Manager I	\$155.00
Quality Control Manager	\$255.00
Electrical Phase Manager IV	\$260.00
Associate Electrical Engineer I	\$140.00
Engineer III	\$175.00
Associate Engineer II	\$155.00
Associate Engineer I	\$130.00
Architect II	\$190.00
Architectural Designer II	\$170.00
Architectural Designer I	\$130.00
Planning Manager	\$290.00
Planner Program Director I	\$290.00
Planner IV	\$260.00
Planner Phase Manager IV	\$210.00
Planner III	\$180.00
Associate Planner I	\$155.00
Designer II	\$170.00
Construction Manager IV	\$220.00
Construction Manager III	\$195.00
Construction Manager II	\$170.00
Construction Manager I	\$140.00
CADD Tech III	\$140.00
CADD Tech II	\$120.00
CADD Tech I	\$105.00
Graphic Artist I	\$105.00
Proposal Coordinator I	\$120.00
Technical Writer I	\$120.00
Project Coordinator II	\$135.00
Project Coordinator I	\$115.00
Ops Manager III	\$280.00
Ops Manager II	\$210.00
Billing Analyst Team Lead II	\$140.00
Support III	\$120.00
Support II	\$105.00
Support I	\$95.00
Intern	\$66.00

**Woolpert Survey
Rate Schedule for 2022**

Survey Manager	\$235.00
Survey Phase Manager	\$135.00
Survey Party Chief	\$120.00
Land Surveyor (PLS)	\$175.00
GIS Technician III	\$135.00
GIS Technician II	\$105.00
UAS Pilot	\$105.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #5; 23 IBEH 174456; Sheriff's O

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This contract was approved 4/15, but the last page of the contract (Exhibit B) had a revision at the bottom of the page for the FY 2026 Budget.

Fiscal Impact:

Submitted by: Holly Perry for Josh Ashe

Submitter's Email Address: jashe@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/30/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/30/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/30/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025

Contract Amendment #5

Signature and Cover Page

State Agency

Colorado Department of Human Services
 Behavioral Health Administration

Contractor

Gunnison County Colorado for the use and benefit
 of Gunnison County Sheriff’s Department

Current Contract Maximum Amount

Initial Term

State Fiscal Year 2023 \$155,200.00

Extension Terms

State Fiscal Year 2024 \$164,500.00

State Fiscal Year 2025 \$167,565.00

State Fiscal Year 2026 \$0.00*

*An appropriation for county organizations for the Jail Based Behavioral Health program General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$16,241,451 subject to available funds which are split among other Jail based vendors. See Exhibit A: Part 1, General Administration, Article 3, Paragraph 1.3.5, and Article 3, paragraph 1.3.6 General Accounting Encumbrance (GAE).

Total for All State Fiscal Years \$487,265.00

Original Contract Number

23 IBEH 174456

Amendment Contract Number

26 IBEH 196545

Contract Performance Beginning Date

July 1, 2022

Current Contract Expiration Date

June 30, 2026

Signature page begins on next page.

The Parties Hereto Have Executed This Amendment

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

Contractor

Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Department

State of Colorado

Jared S. Polis, Governor
Department of Humans Services
Michelle Barnes, Executive Director

By: Laura Puckett-Daniels, County Commissioner Chair

Date: _____

By: Dannette R. Smith, Commissioner Behavioral Health Administration

Date: _____

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

State Controller
Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios

Amendment Effective Date: _____

1. Parties

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. Terminology

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. Amendment Effective Date and Term

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2025, whichever is later and shall terminate on the termination of the Contract.

4. Purpose

In accordance with the provisions of this Contract and its exhibits and attachments, the Contractor shall provide substance abuse and mental health treatment in the Gunnison County jail.

The purpose of this amendment is to extend the contract for another year and update and replace the following exhibits with the most current versions for Fiscal Year 2026; the Exhibit A-3, Statement of Work and the Exhibit B-4 Budget.

5. Modifications

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. REPLACE Exhibit A-3, Statement of Work, with Exhibit A-4, Statement of Work, attached and incorporated by reference.
- D. ADD Exhibit B-5, Budget, attached and incorporated by reference.

6. Limits Of Effect and Order of Precedence

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

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Exhibit A-4 - Statement of Work

Jail Based Behavioral Health Services (JBBS)

FY26

Definitions and Acronyms

The following list of terms shall be applied to this contract and Statement of Work, based on the services that are provided at each respective jails:

“Agonists” are substances that mimic the actions of a neurotransmitter or hormone to produce a response when it binds to a specific receptor in the brain. Opioid drugs, for example heroin and methadone, are agonists that produce responses such as ‘liking’, analgesia and respiratory depression.

“Antagonists” are chemical substances that bind to and activate certain receptors on cells, causing a biological response. Oxycodone, morphine, heroin, fentanyl, methadone, and endorphins are all examples of opioid receptor agonists

“Behavioral Health Administration”, or the BHA, is a cabinet member-led agency, housed within the Colorado Department of Human Services, designed to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs.

“Bridges Program/Court Liaison” means an individual employed or contracted with the State Court Administrator’s Office (SCAO) to implement and administer a program that identifies

and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems. Additional information can be found by searching Bridges, on the website below:

<https://www.courts.state.co.us/Administration/Unit.cfm?Unit=bridges>

“Case Manager” assists in the planning, coordination, monitoring, and evaluation of

services for a client with emphasis on quality of care, continuity of services, and cost-effectiveness.

“Certified Addiction Specialist” (CAS) is a professional who has specialized training and experience in treating substance use disorders. CASs work with clients to develop treatment plans and help prevent relapse. The CAS is a comprehensive certification for the provision of treatment in the addictive disorders, which includes specialty areas in alcoholism, drug addiction, eating disorders, gambling addiction, and sexual addiction.

“Certified Addition Technician” (CAT) is a professional who works with people struggling with substance use disorders. They provide support and help clients and their families understand addiction and recovery. A CAT certification requires courses such as addiction counseling skills, case conceptualization and documentation.

“Colorado Department of Regulatory Agencies” (DORA) is the state's umbrella regulatory agency, charged with managing licensing and registration for multiple professions and businesses, implementing balanced regulation for Colorado industries, and protecting consumers.

“Contractor” refers to the County Sheriff's Department that contracts for JBBS services through the BHA.

“Critical Incidents” are incidents or significant events involving a JBBS client that are of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff. CI's involving a JBBS client must be reported to the BHA within 48 hours of the event occurring. The assigned JBBS program manager should also be notified. This form can be found at: <https://docs.google.com/forms/d/e/1FAIpQLSe5nHwUJZe3NoPAYr-hH0WuZxqOYGp9kZtg1aLFZcwHWwcCtQ/viewform>

“GAIN 3.2” is the Global Appraisal of Individual Needs Assessment, version 3.2. This is the BHA's screening requirement for all participating JBBS programs.

“Licensed Addiction Counselor” (LAC), is a behavioral health clinician who can provide co-occurring services. Clinicians should hold a Master's degree or higher in Substance Use Disorders/Addiction and/or related counseling subjects from a regionally accredited institution of higher learning.

“Licensed Clinical Social Worker” (LCSW), is a social worker trained in psychotherapy who helps individuals deal with a variety of mental health and daily living problems to improve overall functioning.

“Licensed Professional Counselor” (LPC) is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the

provisions of the state of Colorado.

“Long Acting Injectable” (LAI) is an injectable medication that allows for the slow release of medicine into the blood. An LAI can last anywhere from 2-12 weeks, which helps to control symptoms of mental illness and / or substance use.

“Memorandum of Understanding” (MOU), is an agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action. Sheriff’s Offices participating in JBBS are required to have MOU’s in place with all JBBS subcontractors. Copies of these agreements must be provided to the BHA JBBS Program Managers.

“Partial Agonists” are opioids that activate the opioid receptors in the brain, but to a much lesser degree than a full agonist. Buprenorphine is an example of a partial agonist.

“Presentence Coordinator” provides screening, assessment and case management services to those in custody, with the primary focus being on individuals who have repeated arrests in a calendar year. This person should be meeting with individuals to address intervention needs, transition planning and resource navigation, and should work collaboratively with individuals, colleagues, community resources and partners to create unique and individual plans that best address each client’s needs.

“Regional Accountable Entity” (RAE) is responsible for building and supporting networks of providers, monitoring data and coordinating members’ physical and behavioral health care. JBBS staff are encouraged to work with the RAE in their regions.

“Subcontractor” is any entity the Contractor chooses to partner with in order to provide JBBS services.

PART ONE - GENERAL PROVISIONS

Article 1

General Administration

1.1.1 Overall Goal. The overall goal of the JBBS program is to work towards improving the health outcomes of the individuals served, along with reducing recidivism.

1.1.2 Program Administrator. The Contractor shall select a JBBS Program Administrator,

identify the positions' roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Administrator's' contact information must be communicated via email to the Behavioral Health Administration within one business day of change to cdhs_jbbs@state.co.us BHA prefers a staff person from the Sheriff's Department shall assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall attend JBBS Quarterly Meetings, Round Tables, Learning Communities and other meetings as required, and shall oversee the JBBS Program and its operations. The Program Administrator must also notify JBBS Program Manager(s) to any change in personnel. BHA recommends the Sheriff's Department i account for this administrative position in their annual budget.

1.1.3 JBBS Program Coordination Group. The Contractor shall develop a process for implementing a Program Coordination Group within the facility to guide and support the JBBS program. The Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. In addition to monthly check-ins, the JBBS Program Manager(s) shall be available to attend periodic program coordination group meetings for technical assistance, contract management, and support based on agency needs. BHA reserves the right to record JBBS meetings as necessary.

The Program Coordination Group shall:

- a. Oversee program implementation
- b. Make training recommendations
- c. Measure the program's progress toward achieving stated goals, using data provided by BHA program manager(s) to guide work
- d. Ensure program effectiveness and performance is measured by specific client-centered health outcomes and reflected in the data collected
- e. Resolve ongoing challenges to program effectiveness
- f. Inform agency leaders and other policymakers of program costs, developments, and progress
- g. Develop policies and procedures to ensure clinical staff have the resources and support required for service provision.

1.1.4 Subcontractors. The JBBS Program requires a subcontract or a MOU be in place for any and all subcontractors. See Exhibit C, Miscellaneous Provisions, Section II for

requirements regarding the use of subcontractors.

1.1.5 Audits. Participation in regular audits may be Required by participants. Clinical and financial documentation shall be made available when requested for onsite or virtual review by the Behavioral Health Administration, in addition to the location(s) where post-release treatment services are being provided.

1.1.6 Recovery Support Services. JBBS encourages those involved in substance abuse and, or mental health treatment to address their emotional, spiritual, intellectual, physical, environmental, financial, occupational, and social needs. JBBS programs may provide recovery support services including, but not limited to, clothes, transportation, food, emergency housing assistance, medical assistance, and/or basic hygiene items that will assist in stabilizing the individual in the community.

1.1.7 Cultural Competency. The Contractor shall provide culturally competent and appropriate services, per National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards), available at <https://thinkculturalhealth.hhs.gov/clas/standards> The Contractor shall also make reasonable accommodations to meet the needs of Individuals who are physically challenged, deaf or hearing impaired, or blind.

1.1.8 Medication Consistency. The Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Medication Consistency formulary developed by BHA in collaboration with HCPF in accordance with SB 17-019. The Psychotropic Medication Formulary is available to all jails and is updated annually in accordance with the P&T Committee through the Department of Healthcare Policy and Financing. This committee shall, among other things:

1. Review drugs or drug classes selected by the Department.
2. Consider drug safety and efficacy and other review criteria requested by the Department.
3. Make clinical recommendations on drugs or drug classes.
4. Perform any other act requested by the Department necessary for the development and maintenance of the Preferred Drug List as described in 10 C.C.R. 2505-10, Section 8.800.

5. Meet, at a minimum, quarterly at the discretion of the Department or the P&T Committee.

The psychotropic formulary drug classes shall be reviewed on an annual basis and all updates shall be reflected by March 15. The updated version of the formulary shall be available to county jails thereafter. Jails shall utilize the Psychotropic Medication Formulary as guidance for prescribing such medications to individuals in the carceral setting. As requested by BHA, Contractor shall provide a copy of any additional medication formularies utilized in the jail to ensure medication consistency. A copy of the BHA and HCPF formulary is available on the BHA Medication Consistency Page at <https://bha.colorado.gov/behavioral-health/medication-consistency>. Contractor shall not bill inmates for appointments or medications otherwise covered by JBBS. See Exhibit B, Budget and Rate Schedule for a list of covered medications.

- a. JBBS may use their discretion to consider paying for a client's psychotropic medication with approval from the assigned program manager with proof of program enrollment (ie; completed GAIN assessment).

1.1.9 Crisis Intervention is allowable for JBBS providers, while working in the jail during their shift to support therapeutic mental health interventions (including crisis services) as they occur. Crisis Intervention shall not interfere with current JBBS services actively being administered, but shall be utilized in the event an individual is experiencing a crisis.

Article 2

Confidentiality and HIPAA / 42 CFR Part Two

1.2.1 HIPAA Business Associate Addendum / Qualified Service Organization

Addendum. The Contractor shall agree to comply with the terms of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, Exhibit D of this Contract.

1.2.2 Third Parties and Business Associate Addendum / Qualified Service Organization

Addendum. The Contractor shall require all third parties, including subcontractors or other partner agencies completing work pursuant to this contract, agree to the most recent CDHS

version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in Exhibit D of this Contract. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum shall be required between subcontracted treatment provider agencies for any program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies. Copies of all JBBS subcontracts must be provided to BHA within 30 days of the agreements being signed.

1.2.3 Information Sharing. For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, participating in the JBBS program, Contractor shall share patient-specific mental health health and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care. All information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.

1.2.4 Additional Measures. The Contractor shall agree to the following additional privacy measures:

- a. Safeguards. The Contractor shall take appropriate administrative, technical, and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.
- b. Confidentiality. The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or Protected Health Information (PHI) shall not be reported or made public. The Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement. It is recommended that participating jails have a universal ROI for JBBS clients to sign to ensure appropriate continuity of care.

Article 3

Financial Provisions

1.3.1 Cost Reimbursement / Allowable Expenses. This contract is paid by cost reimbursement. The rate schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, be reviewed by the JBBS program manager, and shall not exceed any detail in the budget in this regard. Documentation of all monthly expenses is required to be submitted along with the invoice each month.

1.3.2 Staff Time Tracking and Invoicing. The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each program or funding stream. Any other funding sources or in kind contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices and supporting financial documents will be submitted to cdhs_BHApayment@state.co.us, by the 20th of the following month.

1.3.3 Procurement Card. Counties may consider the use of a procurement card to be used for expenses related to the JBBS program. The Contractor shall follow its county's internal guidance and policies for use of procurement cards.

1.3.4 Other Financial Provisions, including invoicing instructions are further defined in Exhibit C, Miscellaneous Provisions.

1.3.5 General Accounting Encumbrance: Payment to the Contractor shall be made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to the Contractor. No minimum payment is guaranteed to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

1.3.6 Total payments requested for State Fiscal Year 2026 must be summarized and included in every invoice. Yearly invoice totals for the State Fiscal Year 2026 must not exceed \$16,748,929 across all Contractors. This funding is subject to State approval and may be subjected to adjustments.

PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES

Article 1

Purpose and Target Population

2.1.1 Purpose. The purpose of the Jail Based Behavioral Health Services (JBBS) Program is to support County Sheriff's in providing screening, assessment and treatment for offenders with substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Behavioral Health Administration (BHA) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

2.1.2 Target Population. The Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s) and, or individuals that are licensed, who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

Article 2

Activities and Services

2.2.1. Licensed Substance Use Disorder Treatment Requirements.

- a. Eligible individuals must have a substance use disorder and/or a co-occurring mental health disorder (determined by SUD and MH screening) to be eligible to receive services under the JBBS program.
- b. Individual treatment providers who are providing clinical services must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).
- c. Contractor shall implement policies and procedures on how the subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.
- d. Contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and, or transition plan.
- e. Each individual's treatment or transition plan shall incorporate:
 - i. Summary of the continuum of services offered to individuals based on evidence based curricula.
 - ii. Frequency and duration of services offered.
 - iii. Description of how services are divided if an individual's treatment will be provided by more than one treatment provider/agency.
 - iv. The individual's natural communities, family support, and pro-social support.

Article 3

Standards & Requirements

2.3.1 Authorizing Legislation and Description of Services. The Jail Based Behavioral Health Services (JBBS) Program is funded through the Correctional Treatment Cash Fund legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the Department of Corrections, the state board of parole, the Division of

Criminal Justice of the Department of Public Safety, and the Department of Human Services to cooperate in the development and implementation of the following:

- a. Alcohol and drug screening, assessment, and evaluation.
- b. Alcohol and drug testing.
- c. Treatment for assessed substance abuse and co-occurring disorders.
- d. Recovery support services.

The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services (JBBS) Program meets the requirements set forth in SB 12-163.

2.3.2 Level of Program Care. Services offered by the Contractor hereunder shall meet ASAM Level 1.

Article 4

Data Reporting

2.4.1 Contractor shall be required to report client information into databases selected by the Behavioral Health Administration. For SFY26, BHA has elected to use Civicore, owned and operated by "NeonOne", and Chestnut Health Systems, Inc. ("Chestnut"), the sole provider of the GAIN (Global Appraisal of Individual Needs). Each agency's user agreements must be in place with BHA and, or each individual jail. BHA reserves the right to change the client information databases at its discretion. Any such change will be announced ahead of time and shall provide further instructions regarding usage and user agreements.

4.2.2 Data must reflect current enrollment of all program participants, along with the services provided, by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements shall be captured in the Civicore JBBS database, or other database as prescribed by BHA:

- a. A record for each individual who screened "positive" for a mental health disorder or substance use disorder; other screenings completed (including the GAIN 3.2 when required) and results thereof.

- b. Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
- c. The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see Exhibit B for allowable medications.
- d. Number of individuals who successfully transition to community based services upon release.
- e. Program discharge outcomes and treatment status in the community after discharge.

2.4.3 The Contractor shall respond to BHA's inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data issues.

2.4.4 The Contractor shall notify BHA of any staffing changes within 48 hours, as leaving an individual's database access shall be deactivated.

Article 5

Performance Measures

2.5.1 Performance Measures.

a. Transition Tracking Outcomes. The goal of the JBBS program is to identify treatment service needs and assist with engagement in community based treatment services upon release. If the individual is still receiving services upon release, by way of JBBS funds, Contractor or subcontractor shall continue to track these individuals in Civicore until that individual is no longer enrolled in the program. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor's Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:

- i. Deceased - In the event of death of the individual post-release.
- ii. In Treatment - Individual is engaged in community based treatment services as recommended in the transition plan.
- iii. New Crime/Regressed - Individual returned to jail for violations or

committed a new crime.

iv. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two, six, or 12 due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.

v. Not in Treatment - Individual is reported by the community based treatment provider as not in treatment or the individual reports to not be in treatment services as recommended on the transition plan.

vi. Status Unknown - Individual cannot be located.

vii. Treatment Completed - Individual has completed treatment as recommended in the transition plan.

b. Recidivism. JBBS aims to decrease the rate of reincarceration of former JBBS participants. This approach is intended to result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs. BHA may conduct an annual analysis of recidivism. The following will apply to this analysis:

i. JBBS participants who have received treatment services or groups will be included in the recidivism analysis.

ii. "Recidivism" is the analysis that will be defined as re-arrest and reincarceration for a new crime or a technical violation related to the individual's original charge.

iii. Recidivism Target. Programs will ensure that data in the JBBS Database pertaining to the most recent complete fiscal year (July 1 - June 30) is verified and correct by the 15th of July following the fiscal year so that the recidivism analysis may be completed by BHA.

PART THREE - MENTAL HEALTH TREATMENT (SB 18-250)

Article 1

Purpose & Target Population

3.1.1 Purpose. The Behavioral Health Administration (BHA) is committed to efforts to provide resources to support County Sheriffs in providing screening, assessment, and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition case management services to people who need such services while they are in jail. The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to Section 18-19-103 (5)(c)(V).

The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration. This approach shall result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.

In October 2012, the Correctional Treatment Board voted to fund additional Jail Based Behavioral Health Services Programs to additional counties across the State. As of February 2023, there are JBBS programs in 48 county jails across the State of Colorado.

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Additional mental health funding was allocated to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis, and treatment. Additionally, these funds may support psychiatric prescription services and purchase of medications. Sheriff's Departments that currently operate JBBS programs, as well as new applicants, are eligible to request these funds. Sheriff's Departments may submit an individual application, or they may submit a combined application if they would like to apply in conjunction with other County Sheriff's Departments.

To carry out the JBBS program, Sheriff's Departments may partner with local community provider(s) who can demonstrate the ability to provide services within the jail, and the capacity to provide or link individuals released from jail to free or low cost services in the community.

3.2.2 Target Population. The Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s) or individuals that are licensed, who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

Article 2

Activities & Services

3.2.1 Services. Jails shall utilize evidence-based screening tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.

The Contractor shall:

- a. Provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.
- b. Upon identification of an individual who may be a candidate for JBBS services, a referral by jail staff should be made to a JBBS clinician within 48 hours, or, when the individual is medically cleared to be screened, via the appropriate channels (e.g. inmate kite, email).
- c. Assess all individuals booked into the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history.
- d. Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider.
- e. Coordinate services with local community behavioral health providers prior to the release of an inmate to ensure continuity of care following his or her release from the jail.

f. Complete the GAIN 3.2 assessment with an individual enrolled in the JBBS program within 14 calendar days of program enrollment, and use the information obtained in this assessment to assist in the individual's treatment plan. The Contractor shall monitor and make reasonable efforts to ensure that all participants complete a GAIN assessment a minimum of every 90 days thereafter, to track progress. Other site-specific tools can be utilized in addition to the GAIN if this is a requirement of the Subcontractor's agency.

3.2.2 Training and Meetings. The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training shall provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding. BHA shall provide assistance with training the Medical Team staff regarding the MAT services and resources across the State.

- a. Program Orientation: The Contractor shall attend a mandatory orientation session with the BHA Program Manager and Fiscal Staff, as scheduled by BHA.
- b. Program Meetings and Required Training: Program meetings and other required training shall be scheduled throughout the term of the JBBS Program contract. This includes the JBBS Learning Community, JBBS Round Table, and the JBBS Quarterly Workgroup.

3.2.3 Evidence-Based Practices. The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

3.2.4 Individualized Service Provision. The Contractor shall link individuals referred to the program to community based behavioral health supports and services, as appropriate based on the specific needs of the individual to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system.

Article 3

Standards and Requirements

3.3.1 Mental Health Treatment Provider. The subcontracted mental health treatment provider(s) or individual(s) must be licensed and in good standing with the Department of Regulatory Agencies (DORA). The subcontracted mental health treatment provider(s) must adhere to all rules and regulations set forth by their license and are prohibited from practicing outside their scope of training.

PART FOUR - PRE-SENTENCE REENTRY COORDINATOR SERVICES

Article 1

Purpose & Target Population

4.1.1 Purpose. In July 2019, the Behavioral Health Administration (BHA) was granted funds by the Correctional Treatment Fund Board for Pre-sentence Reentry Coordinator position(s) in select jails. This program shall provide services to individuals at county jails who are in need of behavioral health treatment and are on pre-sentence status.

The intention of this position is to enhance and improve care coordination for individuals in county jails with shorter incarcerations (actual length to be determined by individual jails), which may prevent them from receiving more meaningful, long term interventions by behavioral health treatment staff. This position shall be responsible for facilitating communication and collaboration between judicial and behavioral health systems.

4.1.2 Target Population. Adults 18 years of age and older, that are residing in the jail awaiting sentencing. Priority should be given to those identified to be a high jail utilizer (three or more arrests in a year).

Article 2

Activities & Services

4.2.1 JBBS Pre-Sentence Reentry Coordinator Services. The Contractor shall refer individuals to behavioral health services, after the booking process is complete and specific needs of the individual are identified, to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system. Below is a list of services Contractor shall provide:

- a. Behavioral Health Screening: The Contractor shall coordinate with the existing jail processes to identify the population that will have a shorter length of stay within the jail and who screen positive for a substance use disorders, co-occurring mental health and substance use disorders, and/or are identified to be a suicide risk.
- b. High Jail Utilizers: The Contractor shall identify individuals that have three or more arrests in the past year and shall be a priority population to receive services to target the needs.
- c. Brief Intake Assessment. The Contractor shall provide a brief intake to assess immediate behavioral health needs within 48 hours. BHA recommends using the Risk Need Responsivity Model
https://tools.gmuace.org/files/RNR_Practitioner_Pub_FINAL_2.12.13.pdf
- d. Open Referral Process. The Contractor shall facilitate an open referral process with inmates where transitional resource packets are shared, reviewed and completed. The JBBS Pre-sentence Reentry Coordinator shall make referrals and coordinate services with licensed or certified behavioral health professionals, prior to the release of an inmate, to ensure continuity of care. The JBBS Pre-Sentence Reentry Coordinator shall make referral appointments based upon need and provide the appointment date to the individual before release.
- e. Intervention/Therapy. The Contractor shall offer brief intervention and/or therapy to inmates as necessary.
- f. Coordinate Referral Information. The Contractor shall coordinate with community entities as applicable (i.e., pre-trial, probation, community corrections, therapeutic communities) to ensure the supervision entities are made aware of the individual's assessed needs and scheduled appointments.

4.2.2 Service Provision.

- a. A report of high jail utilizers shall be run every five to seven days. Based on this list, JBBS staff shall review those who would not qualify for pre-sentence reentry coordination services. This may include, but is not limited to, the Department of Corrections holds, out of county warrants, and serious violent crimes.
- b. Once the list is reviewed, the PSC shall meet with those individuals to identify their needs. The Risk-Need Responsivity Simulation Tool shall be utilized as recommended by BHA.
https://tools.gmuace.org/files/RNR_Practitioner_Pub_FINAL_2.12.13.pdf
- c. Based on the information gathered through this tool (and other information where applicable), the presentence coordinator shall create a discharge packet to be given to the individual upon their release.
- d. A discharge plan shall include, but is not limited to, referral or resource information for the following categories: mental health services, medication, substance abuse services, medication assisted treatment, health care/medical services, benefits, food, clothing, transportation, housing, identification needs, employment, and disability income resources.
- e. If the individual wants their discharge plan shared with any of the referral community agencies, they shall be required to sign a release of information.
- f. If an individual is sentenced, the presentence coordinator shall assist them with appointments in the community prior to their release. This may include working with attorneys, probation officers, or parole officers to gain acceptance to sober living or treatment programs. If a client reports opiate use, they shall be referred to medical for the appropriate MAT services.
- g. Seek partnerships with the Regional Accountable Entity (RAE) to ensure referrals are made in a timely manner with community treatment providers.

4.2.3 Data Accessibility. The Pre-Sentence Reentry Coordinator position shall be given access to, receive training on, and be able to utilize the data in the Jail Management System (JMS) in order to target the high jail utilizers.

4.2.4 Data Entry. All discharge plans/notes shall be entered under the services tab as "Community Resources and Access". Any additional follow up shall be entered under the

services tab utilizing the drop down option that most closely represents what services are being provided.

PART FIVE - MEDICATION ASSISTED TREATMENT

Article 1

Purpose & Target Population

5.1.1 Purpose. Medication Assisted Treatment involves the treatment of individuals with substance use disorders who come into contact with the criminal justice system. Jails that receive funding through the jail-based behavioral health services program are to allow medication-assisted treatment to be provided to individuals in the jail. Jails must have services involving consideration for Fentanyl or Carfentanil related substances, and provide 8 mg of Naloxone at release (this can be two 4mg Narcan or one 8mg Kloxxado). The jail may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment. "Medication-Assisted Treatment" or "MAT" means a combination of behavioral therapy and medications approved by the Federal Food and Drug Administration to treat SUD disorders.

5.1.2 Target Population. Adults 18 years of age and older, residing in county jail(s).

Article 2

Activities & Services

5.2.1 Provision of Medication-Assisted Treatment. Contractor shall hire MAT providers to support MAT programs in their facility. MAT treatment includes development and implementation of medication-assisted treatment, approval of prescribers by the United

States Drug Enforcement Agency, other appropriate withdrawal management care, and assistance with identifying bulk purchasing opportunities for necessary services. The facility shall offer medication approved by the federal Food and Drug Administration that are approved to treat opiate use disorder, which must include agonists, partial agonists, and antagonists, to a person in custody with an opiate use disorder. The person, in collaboration with the treating provider, shall be given a choice concerning what medication is prescribed, based on the facility's medication formulary. The Contractor or designee, shall be responsible for documenting individual-level MAT services provided, including date of service, type of service, duration of service, specific MAT medication provided, frequency of dosage, and any additional applicable information. Contractors engaging in MAT treatment shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

- a. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy shall be provided to the BHA by June 15.
- b. Identify program appropriate individuals via evidence based screening.
- c. Link persons with a community based clinical care provider.
- d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.
- e. Provide patient education surrounding SUD and the types of treatment available in their community.
- f. Develop and routinely review individualized treatment plans.
- g. Have fentanyl related considerations for withdrawal management.
- h. Provide overdose reversal medication at release (this can be two 4mg Narcan or one 8mg Kloxxado).

5.2.2 Allowable Expenses. The following are allowable expenses in the provision of MAT services, reimbursable in accordance with the BHA-approved rate schedule or prior authorization from JBBS Program Manager. For a full list of allowable medications, please see the "medications" section in Exhibit B.

- a. Fee for service agreements with Contractors for treatment, medical staff, and medications.
- b. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone or Kloxxado.

- c. DEA licensing services.
- d. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be both sworn and civilian positions.
- e. Facility and equipment upgrades related to MAT, per JBBS program manager approval.
- f. Training and staff development for MAT. Invoice requests are due to BHA as expenses are incurred. Only one month's expenses are allowed per invoice.
- g. Technical assistance.
- h. Training services for jail staff as it relates to MAT.
- i. Consultation services for jail staff and community providers as it relates to MAT.
- j. Advertising, marketing or public relation services regarding MAT services.
- k. Human Services collaboration as it pertains to Medicaid enrollment prior to release from jail.
- l. Translation services for those receiving MAT services when needed.
- m. Delivery of MAT medications.
- n. Community re-entry services as related to MAT services.

Article 3

Standards and Requirements

5.3.1 Program Policies and Plans.

- a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Part Six, Article 1.5.
- b. A Sheriff who is the custodian of a county jail or city and county jail may enter into agreements with community agencies, behavioral health organizations, and substance use disorder treatment organizations to assist in the development and administration of medication-assisted treatment in the jail.
- c. Jails shall provide a plan to BHA by December 31 detailing the sustainability of their respective MAT programs beyond the fiscal year or when funds are fully expended. This plan shall include how the jail will continue to provide MAT services and the expected funding sources. Counties are encouraged to use county funding available

from a settlement or damage award from opiate-related litigation to support jails in complying with the requirements of this section.

5.3.2 License Requirements.

a. Providers licensed as an Opioid Treatment Program (OTP) shall adhere to various elements and sections of 2 CCR 502-1 Behavioral Health Rules including but not limited to 21.320 Opioid Treatment Programs (OTP) and 21.300 Licensing of Substance Use Disorder Programs Using Controlled Substances.

b. All BHA-licensed agencies (including OTPs) storing and dispensing from stock controlled substances for the purpose of treating a substance use disorder or withdrawal from a substances use disorder shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.300: Controlled Substance License Requirements, which includes direction on the safe storage and handling of controlled substances.

5.3.3 Level of Program/Care. OTPs seeking a Controlled Substance License must also apply for approval to operate as a Behavioral Health Entity (BHE), identifying which ASAM level of care they will choose to operate at and follow BHA regulatory guidelines that define that level of care within 2 CCR 502-1.

PART SIX - JBBS PROGRAM DELIVERABLES

Article 1

6.1.1 Deliverables for All JBBS Programs

a. JBBS Work Plan. Using the JBBS Statement of Work, the Contractor shall design a work plan based on the five criteria listed below. The Annual Work Plan shall specify the following information for each service in which the Contractor shall participate in. See JBBS Work Plan Template at the end of this document.

b. Quarterly Survey. The Contractor shall submit to the State responses to the JBBS Quarterly Survey. The survey shall be sent to the Contractor on or around the 15th of the month, following the end of the previous quarter. Responses shall be due to the state one month after receipt of the survey. The first quarter shall be July, August, and September. The second quarter shall be October, November, and December. The

third quarter shall be January, February, and March. The fourth quarter shall be April, May, and June.

c. JBBS Database Reporting.

- i. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database using the following URL: <https://fw.civicore.com/jbbhs> or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

d. Data Entry shall include:

- i. Basic individual demographic and working diagnosis information.
- ii. Booking date (date that the individual was booked into jail).
- iii. Screening date.
- iv. Client eligibility for JBBS services.
- v. Whether or not the client declined JBBS services.
- vi. Whether or not the client was released from the facility before being admitted to JBBS.
- vii. Admission date (date the individual was formally admitted to the program or when they began receiving JBBS services).
- viii. Whether or not the client was enrolled in JBBS in another facility and, if so, which facility, the reason for re-arrest, and the contributing factor for re-arrest.
- ix. Whether or not the client was discharged from JBBS services.
- x. Whether or not the client was released from jail.
- xi. Discharge date. BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
- xii. Discharge type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). If it is an unsuccessful discharge, the reason for the unsuccessful discharge.
- xiii. Primary diagnosis and secondary diagnosis (if applicable).
- xiv. Screening results: whether or not GAIN 3.2 was completed, TBI screening, and if the client has ever been diagnosed with a traumatic brain injury.

xv. Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.

xvi. Individual-level services provided (date of service, type of service, duration of service, and any additional information), including any Medication Assisted Treatment services provided (date of service, duration of service, type of MAT service, specific MAT medication, and any other applicable information, including frequency of dosage).

xvii. Date, duration, and participants who attended for treatment or case management group sessions.

xviii: The contractor shall utilize the *Health Information Exchange* platform (if available in the jail) that serves to provide an additional relevant source of longitudinal health data that can inform & support better treatment options, coordination of care and a better understanding of the whole health of each individual so they can provide the safest and most effective treatment recommendations.

e. The Contractor or Contractor's designated subcontractor shall complete Drug Alcohol Coordinated Data System (DACODS), Colorado Client Assessment Records (CCAR), and Encounters - or other BHA prescribed data system records, according to the following schedule:

i. Encounters are due by the last business day of each month for all services provided during the previous month.

ii. CCARs are due by the last business day of the month following the admission, annual update, or discharge of a client.

iii. DACODS are due by the 15th of the following month for admissions into, and discharges from, JBBS services. See the latest version of the Finance & Data Protocol #1 Special Studies Codes and Eligibility for more details: [Treatment Management System](#)

f. Workgroup Attendance. BHA facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in the meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

g. Critical Incidents. The Contractor shall ensure any critical incident involving a JBBS client is documented and shared with the Behavioral Health Administration via an

encrypted email to cdhs_jbbs@state.co.us, within 24 hours of the time the incident occurs. The Contractor shall include this reporting requirement in all subcontractor agreements. The contractor shall submit all critical incidents utilizing the Critical Incident Form Template:

[Critical Incident Form Template](#)

- h. Copy of Proposed Subcontract. The Contractor shall provide to BHA a copy of all subcontracts between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_jbbs@state.co.us within 30 days of subcontract execution. The subcontract shall be evaluated to ensure it is in compliance with the requirements outlined in this contract. .
- i. Site Visits. The JBBS Program Manager(s) may conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic/as needed basis.
- j. Monthly Contract Monitoring Tool (MCMT). The MCMT shall be sent to the Contractor on or around the 1st of the month. The Contractor shall submit a completed contract monitoring tool no later than the 20th of the month with the prior month's information.
- k. Plan of Action. Contractors who do not meet the required deliverables , for which they have been provided funding, may be asked to submit a plan of action to improve program performance.
- l. Monthly BHA Invoice. Invoices shall be submitted to cdhs_bhpayment@state.co.us by the 20th of the following month. One month's expenses are allowed per invoice. Supporting financial documentation shall be required to be submitted along with the invoice (e.g. Amazon receipts, payroll documentation, evidence of JBBS enrollment if paying for mental health medications, WalMart receipts, subcontractor invoices, MAT delivery documentation, etc.).
- m. Spending Projection Plan. If a contractor is underspent by greater than 40% of their budget by mid fiscal year (Nov 30), the Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding may result in reduction in the current year budget.
- n. Behavioral Health Screenings:
 - i. JBBS staff are required to complete the GAIN 3.2 assessment with an individual enrolled in the JBBS program within 14 calendar days of program enrollment. If using a paper version of the assessment, results of that

assessment need to be entered into the Chestnut Health Systems website within 15 calendar days of completion of the assessment.

6.1.2 Additional Deliverables Related to Medication-Assisted Treatment

- a. Policies. Prior to MAT services being delivered, the Contractor shall provide BHA with the most current policy for their intended MAT service delivery method, via email to cdhs_jbbs@state.co.us by June 15.
- b. Work Plan. Contractors with ongoing MAT programs shall submit the work plan by June 15 annually for the upcoming state fiscal year (beginning July 1).
- c. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields. Data shall be entered in the JBBS (Civicore) database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.
- d. Medication Compliance. The Contractor shall report to BHA the number of individuals who have engaged in MAT services under the JBBS umbrella, who have successfully transitioned to a provider for further treatment or ongoing evaluation for MAT services, including community-based or Department of Corrections settings.

Table 1

Below is the deliverables table required by BHA for each JBBS related service.

Program	Deliverable	Due Date	Responsible Party	Deliver to
All	Send BHA copies of all proposed subcontracts	Within 30 days of contract being signed	Contractor	cdhs_jbbs@state.co.us

All	Provide work plan	June 15, 2025	Contractor	cdhs_jbbs@state.co.us
All	Submit BHA invoice & supporting financial documents	By the 20th of the following month	Contractor	cdhs_bhpayment@state.co.us
All	Submit monthly contract monitoring tool	By the 20th of the following month	Contractor	Completed via Google form
All	Report critical incidents	Within 24 hours of incident	Contractor	cdhs_jbbs@state.co.us
All	Provide JBBS quarterly survey	Ongoing, Responses will be due to the state one month after receipt of the survey.	Contractor	Completed via Google form
All	Site Visits	Ongoing / As Needed	BHA	Locations TBD
All	Program specific data	Ongoing	Contractor or designated subcontractor	Civcore database & GAIN 3.2 Assessment

All	Workgroup attendance	Ongoing	Contractor, subcontractors, clinicians	Virtual formats - invites will be provided by JBBS program managers
MAT	Provide jail MAT program policies and procedures	June 15, 2025	Contractor	cdhs_jbbs@state.co.us

JBBS Work Plan Template

1. Identify the Project Name, Purpose and Timeline

- i. The Project Name will be JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, or JBBS/Medication Assisted Treatment (MAT).
- ii. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
- iii. The Timeline will be July 1, 2025 - June 30, 2026

2. Put Your Work Plan Into Context

- i. This should include an introduction and background of the facility’s JBBS program.
- ii. Write an introduction and background to better outline why you need this project to happen. Creating context and establishing the problem, helps explain why you need the solution. Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statute requirements, etc...
- iii. Describe the overall goal of the JBBS program. Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc...

iv. If the facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.

3. Establish Your Goals and Objectives. Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:

- i. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
- ii. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
- iii. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?
- iv. What security protocol and reporting requirements are expected from the treatment provider?
- v. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
- vi. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence based curricula?
- vii. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.

4. Define and Coordinate Your Resources:

- i. Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff).
- ii. Describe how you plan to link offenders with community services

upon their release from custody.

5. Understand Your Constraints: Are there any obstacles that are going to get in the way of providing these services?

- i. Examine if there are any barriers to treatment within the jail? Within the community?
- ii. If so, it is possible to address these and, if so, how do you plan to do that?

6. Discuss Risks and Accountability: Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.

- i. Activities, services, budgets, plans, timelines, goals, and outcome measures included in the Work Plan shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.
- ii. The work plan, once approved by BHA, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the current Contract Exhibit A, Statement of Work, as amended.



COLORADO
Behavioral Health
Administration

EXHIBIT B-5, FY26 BUDGET AND RATE SCHEDULE

BHA Program	JBBS
--------------------	------

Agency Name	Gunnison County
Budget Period	July 1, 2025 - June 30, 2026
Project Name	Jail Based Behavioral Services

Program Contact, Title	Adam Murie, Sheriff
Phone	970-641-7657
Email	amurdie@gunnisoncounty.org
Fiscal Contract, Title	Jody Wise, Accountant
Phone	970-641-7679
Email	jwise@gunnisoncounty.org
Date Completed	3/25/2025

SERVICE CATEGORIES

General Accounting Encumbrance	Funding Source	Total
JBBS Substance Use Disorder Treatment Services Statewide	State Reappropriated Fund	\$9,000,000
JBBS Mental Health Treatment Services Statewide	State General Fund	\$7,241,451

The amounts above are the total funding available statewide in the General Accounting Encumbrance. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

JBBS RATE SCHEDULE

Statewide Maximum Salaries (BHA will reimburse salaries up to the state maximum)

Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum.

Licensed Professional Counselor (LPC)	\$74,140/year
Licensed Clinical Social Worker (LCSW)	\$99,009/year
Licensed Addiction Counselor (LAC)	\$61,394 /year
Certified Addiction Specialist (CAS)	\$55,729/year
Certified Addiction Technician (CAT)	\$42,240/year
Case Manager	\$50,203/year
Presentence Coordinator	\$60,850/year
JBBS Program Administrator (full time position)	\$92,000/year
JBBS Program Administrator (hourly)	\$44.00/hour
Data Entry Clerk	\$41,760/year
Peer Support Specialist	\$43,136/year
Qualified Medication Administration Professional (QMAP)	\$15.97/hour
* Physician Assistant (PA)	\$60.77/hour
* Registered Nurse	\$42.83/hour

*These positions must directly benefit JBBS program participants and should be billed hourly

Travel	
Mileage reimbursement rate	\$0.70/mile

Operating Expenses	
Maximum total percentage of contract budget	15%

Indirect Expenses	
Maximum total percentage of contract budget	15%

BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA

RECOVERY SUPPORT SERVICES

Allowable Services	Additional Notes
Fees for ID cards and/or Birth Certificates	1 birth certificate and/or 1 ID card per client
Indigent Backpacks	1 per client
Hygiene Items	dependent upon need
Bicycles	May be provided if client is engaged in treatment services for 2 + months post
Bus Pass – Daily, Monthly	dependent upon need
Child Care	1 month limit per client, per child
Clothing	dependent upon need
Cold Weather Gear (tents, coats, blankets)	dependent upon need
Educational Costs (books, supplies, and fees)	dependent upon need

Emergency Housing/Rental Assistance	90 day limit per person
Eyewear assistance	Limit of \$400 per person (glasses OR contact lens)
Food Assistance	dependent upon need
GED Program / Testing	\$174 per client
Hearing assistance	Limit of \$2000/device
Job Placement Training	dependent upon need
Life Skills Training	dependent upon need
Medical Assistance – copays / infectious disease testing/ UA's / BA's	Limit of \$250.00 per person
Medications	30 day limit
Personal Care (haircuts, eyewear, hearing aids, assistive devices)	dependent upon need
Phone Cards	Limit of \$25.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the
Printed Resources	dependent upon need
Transportation Assistance (Uber, Lyft)	Limit of \$50 per person
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
Utility Assistance	1 month limit per client
MEDICATIONS	
Medication reimbursement based on a) provider's established rate, b) jail purchase agreement rate, or c) in the absence of an established rate or jail purchase agreement rate	
Jails are encouraged to seek bulk purchasing opportunities for medications	
All psychiatric medications must be approved by the BHA and proof of JBBS enrollment must be submitted along with monthly invoice	
MAT medications	Maximum Allowable Reimbursement Rate
Methadone	\$126/week
Naltrexone (Vivitrol) injectable- 380mg	\$1700/injection
8 mg/0.16 mL Brixadi subcutaneous solution, ER	\$456/injection
16mg/0.32mL Brixadi subcutaneous solution, ER	\$490/injection
24 mg/0.48mL Brixadi subcutaneous solution, ER	\$948/injection
32 mg/0.64 mL Brixadi subcutaneous solution, ER	\$711/injection
64 mg / 0.18mL Brixadi subcutaneous solution, ER	\$1,793/injection
96 mg / 0.27mL Brixadi subcutaneous solution, ER	\$1,793/injection
128 mg / 0.36mL Brixadi subcutaneous solution, ER	\$1,793/injection
Sublocade (Buprenorphine ER) injectable	\$2,000/injection
Buprenorphine/naloxone sublingual film (suboxone) - 12mg/3mg	\$179/30 film
Buprenorphine/naloxone sublingual film (suboxone) - 8mg/2mg	\$90/30 film
Buprenorphine/naloxone sublingual film (suboxone) - 4mg/1mg	\$90/30 film
Buprenorphine/naloxone sublingual film (suboxone) - 2mg/0.5mg	\$55/30 film
Buprenorphine/naloxone sublingual tablet - 2mg-0.5mg	\$63/30 tablets
Buprenorphine/naloxone sublingual tablet - 8mg-2mg	\$105/30 tablets
Overdose Reversal Medications	
Narcan (4mg)	\$45/ spray
Kloxxado (8mg/0.1mL)	\$140 / 2 spray
Opvee (2.7mg/0.1mL)	\$112 / 2 spray
Other Allowable Expenses (including but not limited to):	
DEA Licensing services	
Staff Training	
Consulting services as it relates to MAT	
Medicaid Enrollment Assistance	
Test fees for licenses	
Translation services	
Delivery of MAT medications to the facility	
Telecommunication services	
Revised 3/19/25	

*Below is your total FY 2025-2026 Estimated Budget:

SUD Funds available: \$89,040

MH Funds available: \$78,960

Total JBBS Estimated Budget: \$168,000



STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

CMS #: 23 IBEH 174456	eClearance#: 2203731
State Agency Colorado Department of Human Services Behavioral Health Administration	Contractor Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Department Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term State Fiscal Year 2023 \$155,200.00 Extension Terms Maximum Amount for All Fiscal Years \$155,200.00	Contract Performance Beginning Date The later of the Effective Date or July 1, 2022 Initial Contract Expiration Date June 30, 2023 Except as stated in §2D , the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: State General Fund	Options The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes



<p>Insurance Contractor shall maintain the following insurance if indicated with “Yes,” as further described in §10:</p> <p>Worker’s Compensation: Yes General Liability: Yes Automobile Liability: Yes Protected Information: Yes Professional Liability Insurance: Yes Cyber/Net. Security-Privacy Liability Insurance: No Crime Insurance: No</p>	<p>Miscellaneous Authority to enter into this Contract exists in: C.R.S. § 27-80-106. Law-Specified Vendor Statute (if any): NA Procurement Method: Exempt Solicitation Number (if any): NA</p>
<p>State Representative</p> <p>Summer Gathercole Behavioral Health Administration 3824 West Princeton Circle Denver, CO 80236 303-866-2354 / summer.gathercole@state.co.us</p>	<p>Contractor Representative</p> <p>Adam Murdie, Under Sheriff Gunnison County Sheriff 9200 E. Virginia Ave. Gunnison, CO 81230 970-641-7657 / amurdie@gunnisoncounty.org</p>

<p>Exhibits The following Exhibits are attached and incorporated into this Contract:</p> <p>Exhibit A - Statement of Work Exhibit B - Budget Exhibit C - Miscellaneous Provisions Exhibit D - HIPAA BAA/QSOA</p>
<p>Contract Purpose In accordance with the provisions of this Contract and its exhibits and attachments, the Contractor shall provide substance abuse and mental health treatment in the Gunnison County jail.</p>

Signature Page Begins On Next Page

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK



THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

CONTRACTOR

Gunnison County Colorado for the use and benefit of
Gunnison County Sheriff's Office

By: Johnathan Houck, County Commissioner

Date: 5-3-2022

2nd State or Contractor Signature if Needed

By: Name & Title of Person Signing for Signatory

Date: _____

STATE OF COLORADO

Jared S. Polis, Governor
Department of Human Services
Michelle Barnes, Executive Director

DocuSigned by:
Morgan Medlock
E06A8D3A58D9438

By: Morgan Medlock
Commissioner, BHA

Date: 6/1/2022

LEGAL REVIEW

Philip J. Weiser, Attorney General

By: _____
Assistant Attorney General

Date: _____

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

DocuSigned by:
Toni Williamson
D2A31DEB619C416...
By: _____
Andrea Eurich / Janet Miks/Toni Williamson

Effective Date: 6/2/2022

-- Signature and Cover Pages End --



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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Human Services (the “State” or “CDHS”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for



this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State’s Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 “Sample Option Letter.” The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension” or “Holdover”), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.



i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Breach of Contract" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "Business Day" means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.

C. "Chief Procurement Officer" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.



D. “CJI” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

E. “Contract” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.

F. “Contract Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. “CORA” means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.

H. “End of Term Extension” means the time period defined in §2.D.

I. “Effective Date” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. “Exhibits” means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

K. “Extension Term” means the time period defined in §2.C.

L. “Goods” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor 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, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes



to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

N. "Initial Term" means the time period defined in §2.B.

O. "Party" means the State or Contractor, and "Parties" means both the State and Contractor.

P. "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

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. "PHI" means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S. "Services" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor 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, PHI, PCI, Tax Information, CJI, Educational Records, Substance Use Disorder 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 that 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. “Subcontractor” means third-parties, if any, engaged by Contractor to aid in performance of the Work.

Y. “Tax Information” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

Z. “Work” means the Goods delivered and Services performed pursuant to this Contract.

AA. “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 Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.



5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.



iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor'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 Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.



6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages as provided in §15.

C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper



performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date 3 years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the “Record Retention Period”).

B. Inspection

Contractor shall permit the State, the federal government, and any duly authorized agent of a governmental entity, to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor’s performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor’s performance in a manner that does not unduly interfere with Contractor’s performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor’s records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor 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 Contractor or any of its Subcontractors will or may receive the following types of data, Contractor 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



Contract 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 CJ, (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative, and (v) the federal 42 Part2 for all substance use disorder information and the HIPAA Business Associate\Qualified Service Organization Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor 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 Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor 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. Contractor shall provide the State with access, subject to Contractor'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 Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor 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. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident,



Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor 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. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor 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. Contractor 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

A. Actual Conflicts of Interest

Contractor 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 Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.



C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.



D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJJ, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. \$1,000,000 each occurrence; and

ii. \$2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. \$1,000,000 each occurrence; and

ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. \$1,000,000 each occurrence; and

ii. \$1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. \$1,000,000 each occurrence; and



ii. \$2,000,000 general aggregate.

H. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

I. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

J. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within 7 days of Contractor's receipt of such notice.

K. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

L. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the



State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State,



Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.



c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the



Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon,



derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.



17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

18. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract 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 Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References



The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract 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.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract 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 Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Contract 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.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Contract 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 Effective Date of this Contract.



K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Federal Provisions (if any).
- ii. Colorado Special Provisions in §19 of the main body of this Contract.
- iii. HIPAA Business Associate Agreement (if any).
- iv. Information Technology Provisions Exhibit (if any).
- v. The provisions of the other sections of the main body of this Contract.
- vi. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq. C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any



exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, 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.

R. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

This entire §18.U does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.



ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

V. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

ii. Accessibility

Contractor shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. Contractor shall 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 and available at <https://www.w3.org/TR/WCAG21/>.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.



This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its 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.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

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



F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq.,



C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 et seq., C.R.S., CDHS may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.



L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101 et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State’s Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State’s Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.



ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

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SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount	Option Contract Number Insert CMS number or Other Contract Number of this Option
Initial Term	Contract Performance Beginning Date Month Day, Year
State Fiscal Year 20xx \$0.00	
Extension Terms	Current Contract Expiration Date Month Day, Year
State Fiscal Year 20xx \$0.00	
State Fiscal Year 20xx \$0.00	
State Fiscal Year 20xx \$0.00	
Total for All State Fiscal Years \$0.00	

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

A. For use with Option 1(A): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1(E): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">INSERT-Name of Agency or IHE</p> <p style="text-align: center;">INSERT-Name & Title of Head of Agency or IHE</p> <p style="text-align: center;"><u>SAMPLE ONLY – DO NOT SIGN</u></p> <p>By: Name & Title of Person Signing for Agency or IHE</p> <p style="text-align: center;">Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER</p> <p style="text-align: center;"><u>SAMPLE ONLY – DO NOT SIGN</u></p> <p style="text-align: center;">Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>
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Exhibit A - Statement of Work

Jail Based Behavioral Health Services

Definitions and Acronyms

Definitions and Acronyms. The following list of terms shall be applied to this contract and Statement of Work, based on the services that are provided at each respective jail:

“Behavioral Health Administration (BHA) designated inpatient restoration facility” means the facilities that are contracted with BHA to provide inpatient restoration services to individuals.

“Bridges Program/Court Liaison” means an individual employed or contracted with the State Court Administrator’s Office (SCAO) to implement and administer a program that identifies and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems.

<https://www.courts.state.co.us/Administration/Unit.cfm?Unit=bridgesThese>

“Case Manager” assists in the planning, coordination, monitoring, and evaluation of services for a client with emphasis on quality of care, continuity of services, and cost-effectiveness

“Certified Addiction Specialist” - CAS (Formerly CAC II & III) requires a bachelor’s degree in a Behavioral Health specialty (Psychology, Social Work, Human Services). This does not include Criminal Justice, Sociology or Nursing. These individuals are approved to provide Clinical Supervision and consultation to individuals working towards CAT or CAS. 2,000 clinically supervised hours (1,000 direct clinical hours beyond the Technician). Must pass the NCAC II exam and Jurisprudence exam.

“Certified Addition Technician” - CAT (Formerly CAC I) requires 1000 hours of clinically supervised work hours (does not require DORA registration prior to the 1000 hours). Once these hours are met, the individual is not able to perform duties until the CAT is officially approved), in addition to passing the NCAC I Exam and passing the Jurisprudence Exam.

“Competency Enhancement Program - CEP” means the program funded through SB 19-223 to provide jail-based mental health services to those awaiting an inpatient competency restoration bed.

“Competency Evaluator” is a licensed physician who is a psychiatrist or licensed psychologist, each of whom is trained in forensic competency assessments, or a psychiatrist training and practicing under the supervision of a psychiatrist with expertise in forensic psychiatry, or a

psychologist who is in forensic training and is practicing under the supervision of a licensed psychologist with experience in forensic psychology.

“Court-Ordered Competency Evaluation” means a court-ordered examination of an individual before, during, or after trial, directed to developing information relevant to a determination of the individual’s competency to proceed at a particular stage of the criminal proceedings, that is performed by a Competency Evaluator and includes evaluations concerning restoration to Competency.

“Critical Incidents” means a critical incident is any significant event or condition that must be reported to the Department that is of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff.

“Forensic Navigator” means social workers working within the CDHS that provide proper care and coordination of pretrial individuals, which involves working with the courts, court liaisons, service providers, and conducting periodic case management evaluations across the 22 judicial districts.

“Forensic Support Team” means a group of individuals working within the CDHS who provide evaluation and competency restoration education services, case management, and assertive community treatment services to individuals awaiting competency restoration services.

“High Risk for Transfer” means an individual who has been ordered to receive inpatient restorative treatment; for whom an evaluator has determined either that the individual appears to have a mental health disorder and as a result of the mental health disorder, appears to be an imminent danger to others or to himself and/or appears to be gravely disabled.

“LAC”, or Licensed Addiction Counselor, is a behavioral health clinician who can provide co-occurring services. Master's degree or higher in Substance Use Disorders/Addiction and/or related counseling subjects (social work, mental health counseling, marriage & family, psychology, medical doctor) from a regionally accredited institution of higher learning. 3,000 clinically supervised hours (2,000 direct clinical hours). Must pass the MAC and jurisprudence exam. Designated providers of Clinical Supervision for all levels of certification and licensure, in the addiction’s profession.

“LCSW”, or Licensed Clinical Social Worker, is a social worker trained in psychotherapy who helps individuals deal with a variety of mental health and daily living problems to improve overall functioning.

“LMFT”, or Licensed Marriage and Family Therapist help couples and family members manage problems within their relationships.

“**LPC**”, or Licensed Professional Counselor, is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the provisions of the state of Colorado.

“**Long Acting Injectable (LAI)**” is an injectable medication that allows for the slow release of medicine into the blood. An LAI can last anywhere from 2-12 weeks, which helps to control symptoms of mental illness and / or substance use.

“**Low Risk for Transfer**” means an individual who has been ordered to receive inpatient restorative treatment services and is assessed to need mental health services but does not need a referral to a Behavioral Health Administration (BHA) designated inpatient facility.

“**Moderate Risk for Transfer**” means an individual who has been ordered to receive inpatient restorative treatment, for whom an evaluator has determined either that the individual appears to have a mental health disorder or appears to be gravely disabled and does not appear to be an imminent danger to others or to himself at that point in time.

“**Memorandum of Understanding**” means a type of agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action.

“**Program Level of Care Type**” means the level of care a person receives while in jail awaiting a bed for inpatient restorative treatment.

“**Regional Accountable Entity**” is responsible for building networks of providers, monitoring data and coordinating members’ physical and behavioral health care. RAEs replace and consolidate the administrative functions of Regional Care Collaborative Organizations (RCCOs) and Behavioral Health Organizations (BHOs).

“**Screening Tools**” are brief questionnaires or procedures that examine risk factors, mental health/trauma symptoms, or both to determine whether further, more in-depth assessment is needed on a specific area of concern, such as mental health, trauma, or substance use.

Exhibits

A: Statement of Work - the narrative description of a project's work requirement. It defines project-specific activities, deliverables and timelines for the Contractor providing services.

B: Budget - outline of the projected cost/expenses of the project.

C: Miscellaneous Provisions - general contract provisions and requirements including standard conditions in contracts like payment procedures, audit thresholds, and recommended measures against contract violation.

D: HIPAA Business Associate Agreement /Qualified Service Organization Addendum - terms detailing required compliance with HIPAA and 42 C.F.R. Part 2 privacy regulations.

PART ONE - GENERAL PROVISIONS

Article 1 General Administration

1.1 Participation / Catchments. County Sheriffs may develop programs either individually, or as multiple Sheriff's Departments (otherwise known as a catchment), submitting a combined work plan. If services are provided to a catchment, the fiscal agent county (the county holding this primary Contract with BHA shall enter into subcontracts with its catchment county Sheriff's Departments. BHA reserves the right to change the fiscal agent as necessary. Subcontracts entered into under this provision shall adhere to the requirements of **Exhibit C**, Miscellaneous Provisions, Section II.

1.2 Program Administrator. The Contractor shall select a JBBS Program Administrator, identify the positions' roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Administrator's contact information shall be communicated via email to the Behavioral Health Administration within one business day of change to cdhs_jbbs@state.co.us

a. BHA prefers that a staff person from the Sheriff's Department assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall also participate in the JBBS Quarterly Meetings and shall oversee the JBBS Program and its operations. The Sheriff's Department is encouraged to account for this administrative position in their budget.

1.3 JBBS Program Coordination Group. The Contractor shall develop a process for implementing a Program Coordination Group within the facility, to guide and support the JBBS program. The Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. In addition to monthly check-ins, the JBBS Program Manager(s) will be available to attend periodic Program Coordination Group meetings for technical assistance, contract management, and support based on agency need. BHA reserves the right to record JBBS meetings as necessary. The Program Coordination Group shall:

- a.** Oversee program implementation.
- b.** Make training recommendations.
- c.** Measure the program's progress toward achieving stated goals, using data provided by BHA program manager(s) to guide work.
- d.** Resolve ongoing challenges to program effectiveness.
- e.** Inform agency leaders and other policymakers of program costs, developments, and progress.
- f.** Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.

g. For JBBS Programs serving a catchment of counties, a sheriff's department representative from each county is required to participate in the JBBS Program Coordination Group.

h. Ensure the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

1.4 Subcontractors. The JBBS Program requires a subcontract, or an MOU be in place for any and all subcontractors. See **Exhibit C**, Miscellaneous Provisions, Section II for requirements regarding the use of subcontractors.

1.5 Audits. As a participant in the JBBS program, participation in regular audits will be required. Clinical and financial documentation shall be made available for onsite or virtual review by the Behavioral Health Administration, in addition the location(s) where treatment services are being provided.

1.6 The Contractor may serve individuals who are awaiting Medicaid approval or other funds to pay for initial treatment services.

1.6 The Contractor shall provide services in a manner that respects and protects individual rights. This requirement includes providing the subcontractor with the required space to offer individual and group treatment services described in this Contract.

1.7 Recovery Support Services. SAMHSA (Substance Abuse and Mental Health Services Administration) encourages those involved in substance abuse and / or mental health treatment, to address their emotional, spiritual, intellectual, physical, environmental, financial, occupational, and social needs. JBBS programs may provide recovery support services for wraparound resources including, but not limited to, clothes, transportation, food, emergency housing/motel vouchers, or basic hygiene purchases that will assist in stabilizing the individual in the community.

1.8 The Contractor shall maintain support relationships with all points in the criminal justice system, i.e., probation, parole, diversion, Department of Corrections, etc. to ensure continuity of care.

1.9 Cultural Competency. The Contractor shall provide culturally competent and appropriate services, per National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards), available at <https://thinkculturalhealth.hhs.gov/clas/standards>

1.10 The Contractor shall make reasonable accommodations to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.

1.11 Medication Consistency (C.R.S. 27-70-103)

- a.** For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, for individuals participating in the JBBS

- program, Contractor shall share patient-specific mental health and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care.
- b. All such information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.
 - c. Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Medication Consistency formulary developed by CDHS and HCPF.
 - d. If Contractor does not utilize the Medication Consistency formulary developed by CDHS and HCPF, Contractor shall provide a copy of the medication formulary available at Contractor's jail. A copy of the CDHS and HCPF formulary is available on the CDHS Website.
 - e. Contractor shall not bill inmates for appointments or medications otherwise covered by JBBS. See **Exhibit B**, Budget and Rate Schedule for a list of covered meds

Article 2

Confidentiality and HIPAA / 42 CFR Part Two

2.1 HIPAA Business Associate Addendum / Qualified Service Organization Addendum.

The Contractor shall agree to comply with the terms of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, **Exhibit D** of this Contract.

2.2 Third Parties and Business Associate Addendum / Qualified Service Organization Addendum.

- a. The Contractor shall require that any third parties, including subcontractors or other partner agencies, that it involves for work to be done pursuant to this Contract agree to the most recent CDHS version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in **Exhibit D** of this Contract.
- b. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum is required between subcontracted treatment provider agencies for any program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies.

2.3 Additional Measures. The Contractor shall agree to the following additional privacy measures:

- a. **Safeguards.** The Contractor shall take appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.
- b. **Confidentiality.** The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or

Protected Health Information (PHI) shall not be reported or made public. The Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement.

Article 3 Financial Provisions

3.1 Cost Reimbursement / Allowable Expenses. This contract is paid by cost reimbursement. See **Exhibit B**, Budget and Rate Schedule, for a list of reimbursable expenses. The Rate Schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, are reviewable by BHA, and shall not exceed any detail in the budget in this regard.

3.2 Staff Time Tracking and Invoicing. The Contractor shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in-kind contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices will be submitted to cdhs_bhpayment@state.co.us by the 20th of the following month.

3.3 General Accounting Encumbrances (GAE). Some Parts under this Statement of Work may utilize general accounting encumbrances. Detailed information regarding the general accounting encumbrances can be found in those Parts.

3.4 Procurement Card. BHA recommends, although does not require, counties to consider the use of a procurement card to be used for expenses related to the JBBS program. Contractor shall follow its county's internal guidance and policies for use of procurement cards.

3.5 Proportional Reduction of Funds. The Behavioral Health Administration has the unilateral authority to proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 40% of the contract budgeted amount by November 30th, the Behavioral Health Administration may proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 65% of the contract budgeted amount by February 28th, the Behavioral Health Administration may again proportionately reduce the contract budget amount to match current spending rates.

3.6 Fiscal Agent County Responsibilities. Where a county is acting as a fiscal agent for other counties, the fiscal agent county shall pay invoices received by the catchment counties within 45 days of receipt.

3.7 Other Financial Provisions, including invoicing instructions can be found in **Exhibit C**, Miscellaneous Provisions.

Article 4

Advance Payment for Jails with Financial Need

4.1. Purpose. Some county jails are not financially able to support the traditional cost reimbursement structure of this Contract. To increase accessibility to JBBS funding, BHA has established the following advance payment structure for JBBS services, available to jails that demonstrate financial need and agree to the additional financial monitoring provisions included in this section.

4.2 Participation. Contractor's participation in this program will be noted in Exhibit B - Budget.

4.3 Application.

- a. Contractors requesting an advance payment model must submit an application to BHA by February 15¹, to cdhs_jbbs@state.co.us. The application must include:
 - i. Statement of Financial Need (template provided by BHA), signed by its financial representative.
 - ii. Written plan for compliance with the Advance Payment Fund Controls described in this Article 4; and
 - iii. Projected cost reimbursement budget for the upcoming year on the template provided by BHA.
- b. Contractors that were previously approved for an advance payment model will reapply using the BHA Advance Payment Reapplication template letter, available from BHA Program Managers, due to cdhs_jbbs@state.co.us by February 15 annually.
- c. BHA will notify Contractor of BHA's final decision to grant or deny the request for the advance payment model by March 15.²
- d. Approved Jails will be paid under the advance payment model upon execution of Contractor's contract for the following state fiscal year, provided that the contract is renewed.

4.4 Advance Payment Fund Controls

- a. Contractor shall maintain a separate fund or account for the funds from this Contract, which is not commingled with other accounts or funds.
 - i. Contractor shall describe the type of account, purpose, authorized balance, custodian, and the fund in which the cash is reported within five business days of the opening or designation of this account.
 - ii. No receipts may be deposited to the fund other than approved replenishments and increases to the authorized balance as described above.
- b. Contractor shall submit its balance sheet and ongoing cash report against the advance payment to BHA at cdhs_bhpayment@state.co.us after the initial 2-month payment on July 1 and as a submission for its quarterly reconciliation.

¹ Note: applications for Fiscal Year 2022 may be approved on a different timeline.

² Note: applications for Fiscal Year 2022 may be approved on a different timeline.

- c. Advance Funds are public funds and shall never be used for personal cash advances; check cashing services to anyone, including to employees; loans; or unrelated expenditures.

4.5 Payment Procedure.

- a. BHA shall prepare an initial invoice in the amount of two months of contract services in the amount of 2/12ths of the approved budget submitted by Contractor as part of its application and submit to Contractor for signature by June 15 annually.
 - i. BHA will make this initial payment to Contractor by July 7 annually.
- b. Beginning with July's expenses, Contractor shall submit regular cost reimbursement invoices based on actual spending in accordance with the Payment Terms in Exhibit C, Section V.C.
- c. The revolving account balance may be adjusted based upon the results of quarterly reconciliations.
- d. Medication Assisted Treatment services described in Part IV Article I will not be paid in advance. MAT services will be paid from the established General Accounting Encumbrance according to the terms of Part IV Article III.

4.6 Reconciliation

- a. Process
 - i. Jail submits required documentation from the county accounting system, due to cdhs_ibbs@state.co.us by the 20th of the month following the end of the quarter:
 - 1. Revenues and expenses for this program.
 - 2. Cash reconciliation for this specific cash account, including Deposits and disbursements. Actual bank statements may be an appropriate attachment for confirmation of expenses.
 - ii. BHA performs reconciliation to actual expenses as indicated
 - iii. Payment adjustments may be made based on the reconciliation.
 - iv. Invoiced amounts for the last quarter of the year should be applied against the remaining balance in the cash fund, to prevent the need for repayment of funds to BHA.
 - v. Any funds remaining in the cash fund in excess of the actual invoiced amount for the full year must be returned to BHA by September 10th for the prior fiscal year.
- b. Schedule
 - i. In the first month of Quarter 2 (October), reconcile BHA payments from July 1 through September 30 to actual expenses utilizing the Jail's detailed expenditures from July 1 through September 30, while maintaining up to two month's projected expenses for services in the upcoming months.
 - ii. In the first month of Quarter 3 (January), reconcile BHA payments from October 1 through December 31 to actual expenses utilizing the Jail's detailed expenditures from October 1 through December 31, while maintaining up to two month's projected expenses for services in the upcoming months.
 - iii. In the first month of Quarter 4 (April), reconcile BHA payments from January 1 through March 30 to actual expenses utilizing the Jail's detailed expenditures

from January 1 through March 30, while maintaining up to two month's projected expenses for services in the upcoming months.

- iv. A final fiscal year end reconciliation of BHA payments from April 1 - June 30 will occur in July, at which time funds may be payable to the State. A new revolving fund balance for the new fiscal year will be established to meet jail cash flow needs.

PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES

Article 1

Purpose and Target Population

1.1 Purpose. As used in this Statement of Work exhibit, the State and the Contractor together are referred to as the "Parties". The Parties understand and agree that the goal of the Jail Based Behavioral Health Services (JBBS) Program is to support county Sheriff's in providing screening, assessment and treatment for offenders with substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Behavioral Health Administration (BHA) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

1.2 Target Population. Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW, CAS), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low-cost services in the community to inmates upon release.

Article 2

Activities and Services

2.1. Licensed Substance Use Disorder Treatment Requirements.

- a. Eligible individuals must have a substance use disorder and/or a co-occurring mental health disorder (determined by SUD and MH screening) to be eligible to receive services under the JBBS program.
- b. Individual treatment providers must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).
- c. Contractor shall implement policies and procedures on how subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.

- d.** Contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan.
- i. Contractor shall utilize evidence-based screening processes and tools (see page 11; Article 2, 2.1), subject to approval by BHA, to screen for mental health disorders, substance use disorders, trauma, traumatic brain injuries and suicidality.
- e.** Each individual's treatment / transition plan shall incorporate:
- i. Summary of the continuum of services offered to individuals based on evidence-based curricula.
 - ii. Frequency and duration of services offered.
 - iii. If an individual's treatment will be provided by more than one treatment provider, describe how services are distributed between providers.
 - iv. Incorporation of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory (LSI).
 - v. The individual's natural communities, family support, and pro-social support.
 - vi. A plan to transition individuals from jail-based services to appropriate behavioral health and other needed community services upon release from incarceration.
 - vii. Contractor shall provide treatment to individuals in need of services in accordance with the treatment and transition plan described above.

Article 3 Standards & Requirements

3.1 Authorizing Legislation and Description of Services. The Jail Based Behavioral Health Services (JBBS) Program is funded through the Correctional Treatment Cash Fund legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the Department of Corrections, the state board of parole, the Division of Criminal Justice of the Department of Public Safety, and the Department of Human Services to cooperate in the development and implementation of the following:

- a.** Alcohol and drug screening, assessment, and evaluation.
- b.** Alcohol and drug testing.
- c.** Treatment for assessed substance abuse and co-occurring disorders.
- d.** Recovery support services.

The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services (JBBS) Program meets the requirements set forth in SB 12-163.

3.2 Level of program care. Services offered by the Contractor hereunder shall meet ASAM Level 1 or 2.1 level of care.

Article 4 Data Reporting

4.1 Contractor is required to report information in the BHA Jail Based Behavioral Health Services (JBBS) CiviCore Database or another database as prescribed by BHA.

Data must reflect current individual enrollment and services provided by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements will be captured in the CiviCore JBBS database or another database as prescribed by BHA:

- a.** A record for each individual who screened “positive” for a mental health disorder or substance use disorder; other screenings completed and results thereof.
- b.** Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
- c.** For individuals in jail more than 30 days and who are admitted to the JBBS program, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.
- d.** The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see **Exhibit B** for allowable medications.
- e.** Number of individuals who successfully transition to community-based services upon release.
- f.** Program discharge outcomes and treatment status in the community after discharge.

4.2 The Contractor agrees to respond to BHA’s inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data issues.

4.3 Contractor is required to notify BHA of any staffing changes within 48 hours, as this individual's Database access will need to be removed.

Article 5 Performance Measures

5.1 Performance Measures:

- a. Transition Tracking Outcomes.** The goal of the JBBS program is to identify treatment service needs and assist with engagement in community-based treatment services upon release. Contractor shall make reasonable efforts to contact all JBBS individuals who are successfully discharged from the program and released to the community at one, two, six and 12 months post release. The individual’s treatment status shall be recorded in the CiviCore JBBS database, or another data system as prescribed by BHA. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor’s Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:
 - i. Deceased – In the event of death of the individual post-release.
 - ii. In Treatment – Individual is engaged in community-based treatment services as recommended in the transition plan.
 - iii. New Crime/Regressed - Individual returned to jail for violations or committed a new crime.

- iv. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two, six, or 12 due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.
 - v. Not in Treatment – Individual is reported by the community-based treatment provider as not in treatment or the individual reports to not be in treatment services as recommended on the transition plan.
 - vi. Status Unknown – Individual cannot be located.
 - vii. Treatment Completed – Individual has completed treatment as recommended in the transition plan.
- b. Recidivism.** JBBS aims to decrease the rate of reincarceration of former JBBS participants. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.
- c. BHA may conduct an annual analysis of recidivism. The following will apply to this analysis:**
- i. JBBS participants who have received treatment services or groups will be included in the recidivism analysis.
 - ii. “Recidivism” is the analysis that will be defined as re-arrest and reincarceration for a new crime or a technical violation related to the individual's original charge.
 - iii. Recidivism Target. Programs will ensure that data in the JBBS Database pertaining to the most recent complete fiscal year (July 1 - June 30) is verified and correct by the 15th of July following the fiscal year so that the recidivism analysis may be completed by BHA.

**Article 6
Deliverables**

6.1 For Deliverables under this section, please see Part 7 - JBBS Program Deliverables

PART THREE - MENTAL HEALTH TREATMENT (SB 18-250)

**Article 1
Purpose & Target Population**

1.1 Purpose. The Behavioral Health Administration (BHA) is committed to efforts to provide resources to support County Sheriffs in providing screening, assessment and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition case management services to people who need such services while they are in jail. The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to Section 18-19-103 (5)(c)(V).

The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.

In October 2012, the Correctional Treatment Board voted to fund additional Jail Based Behavioral Health Services Programs to additional counties across the State. As of February 2022, there are JBBS programs in 47 county jails across the State of Colorado.

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Additional mental health funding was allocated to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis and treatment. Additionally, these funds may support psychiatric prescription services and purchase of medications. Sheriff's Departments that currently operate JBBS programs, as well as new applicants, are eligible to request these funds. Sheriff's Departments may submit an individual application, or they may submit a combined application if they would like to apply in conjunction with other County Sheriff's Departments.

To carry out the JBBS program, Sheriff's Departments may partner with local community provider(s) who can demonstrate the ability to provide services within the jail, and the capacity to provide or link individuals released from jail to free or low-cost services in the community.

1.2 Target Population. Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW or LMFT), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low-cost services in the community to inmates upon release.

Article 2 Activities & Services

2.1 Services. It is best practice that all jails should be utilizing evidence-based screening tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.

The Contractor shall:

- a. Provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.

- b.** Upon identification of an individual who may be a candidate for JBBS services, a referral by jail staff should be made to a JBBS clinician within 48 hours, or, when the individual is medically cleared to be screened, via the appropriate channels (e.g. inmate kite, email).
- c.** Assess all individuals booked into the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history.
- d.** Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider.
- e.** Coordinate services with local community behavioral health providers prior to the release of an inmate to ensure continuity of care following his or her release from the jail.

2.2 Training and Meetings. The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training should provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding. BHA is able to provide assistance with training the Medical Team staff regarding the MAT services and resources across the state.

- a.** Program Orientation: The Contractor shall attend a mandatory orientation session with the BHA Program Manager and Fiscal Staff, to be organized by BHA as soon as it is practicable execution of the contract.
- b.** Program Meetings and Required Training: Program meetings and other required training will be scheduled throughout the term of the JBBS Program contract. This includes the JBBS Learning Community, JBBS Round Table, and the JBBS Quarterly Workgroup.

2.3 Evidence-Based Practices. The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

2.4 Individualized Service Provision. The Contractor shall link individuals referred to the program to community based behavioral health supports and services, as appropriate based on the specific needs of the individual to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system.

Article 3 Standards and Requirements

3.1 Mental Health Treatment Provider. The subcontracted mental health treatment provider/individual must be licensed and in good standing with the Department of Regulatory

Agencies (DORA). The subcontracted mental health treatment provider(s) must adhere to all rules and regulations set forth by their license and are prohibited from practicing outside their scope of training.

Article 4 Deliverables

4.1 For Deliverables under this section, please see Part 7 - JBBS Program Deliverables

PART FOUR - JAIL MEDICATION ASSISTED TREATMENT (SB 19-008)

Article 1 Purpose & Target Population

1.1 Purpose. Senate Bill 19-008 concerns treatment of individuals with substance use disorders who come into contact with the criminal justice system. Section 6 of the bill requires jails that receive funding through the jail-based behavioral health services program to allow medication-assisted treatment to be provided to individuals in the jail. The jail may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment. "Medication-assisted treatment" or "MAT" means a combination of behavioral therapy and medications approved by the Federal Food and Drug Administration to treat SUD disorders.

1.2 Target Population. 18 years of age and older, residing in county jail(s), SB 19-008 enacts policies related to the involvement of persons with substance use disorders in the criminal justice system.

Article 2 Activities & Services

2.1 Provision of Medication-Assisted Treatment. Contractors engaging 19-008 funding shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

- a. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy will be provided to BHA before MAT services are provided. If a policy is not provided and MAT services are not offered, an explanation as to why will be provided to BHA prior to any BHA JBBS funds being issued. See Part Seven, Article 1.5 for more details on how this needs to be submitted.
- b. Identify program appropriate individuals via screening.
- c. Link persons with SUD with a community based clinical care provider.
- d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.
- e. Provide patient education surrounding SUD and the types of treatment available in their community.
- f. Develop and routinely review individualized treatment plans.

2.2 Allowable Expenses. The following are allowable expenses in the provision of the services above specific to this Part, reimbursable in accordance with the BHA-approved rate schedule.

- a. Fee for service agreements with contractors for treatment, medical staff, and medications.
- b. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone.
- c. Jail payroll expenses for interventions, medical staff, and medications.
- d. Facility and equipment upgrades related to MAT.
- e. Training and staff development for MAT Invoice requests are due to BHA as expenses are incurred. Only one month's expenses are allowed per invoice.

Article 3 Standards and Requirements

3.1 General Accounting Encumbrance. This program will be funded by a General Accounting Encumbrance (GAE). Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3.2 Program Policies and Plans.

- a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Part Seven, Article 1.5.
- b. A Sheriff who is the custodian of a county jail or city and county jail may enter into agreements with community agencies, behavioral health organizations, and substance use disorder treatment organizations to assist in the development and administration of medication-assisted treatment in the jail.

3.3 License Requirements.

- a. Providers licensed as an opioid medication assisted treatment (OMAT) program shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.320: Opioid Medication Assisted Treatment (OMAT).
- b. Providers handling controlled substances shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.300: Controlled Substance License Requirements, which includes direction on the safe storage and handling of controlled substances.

3.4 Level of Program/Care. OMAT provider facilities shall meet ASAM Level 1 Outpatient Treatment or 2.1 Intensive Outpatient level of care.

3.5 Tiered MAT Funding.

- a. Contractors will be provided with funding for MAT services based on the following tiered system created by BHA:

TIER 1. This is the base tier, a starting point for jails that may have high barriers and/or resource shortage. It is primarily for jails that only offer Vivitrol and Buprenorphine continuations for pregnant individuals. If Contractor at this tier anticipates spending over \$5,000 in a year, it must provide a budget to BHA for pre-approval.

TIER 2. This is the middle tier for established programs, but these programs may have some barriers and are not offering a full FDA MAT medication list yet. This is primarily for jails that offer continuations for inmates for Buprenorphine products as well as Vivitrol. An additional \$10,000 may be offered if Methadone is offered as a continuation for inmates. If Contractor at this tier anticipates spending over \$35,000 in a year, it must provide a budget to BHA for pre-approval.

TIER 3. This is the top tier for established programs. It should include full induction and continuation of all FDA approved medications. Jails in this group would submit a budget (could be \$150,000 or more) for their MAT program, submit a work plan outlining how they will screen, refer, provide medications while incarcerated, and transfer care of those individuals to community MAT providers upon release.

b. MAT funding based on Tiers will be based on Program Manager's discussion with the contracted jail. If a program chooses to prove eligibility for a higher tier, this will be taken into consideration for the following contract year. A jail will stay within one tier for an entire contract year but can move up or down depending on proved eligibility and need.

Article 4 Deliverables

4.1 For Deliverables under this section, please see Part 7 - JBBS Program Deliverables

PART FIVE - JBBS PROGRAM DELIVERABLES

Article 1

1.1 Deliverables for All JBBS Programs

a. JBBS Work Plan. Using the JBBS Statement of Work, the Contractor is required to design a work plan based on the five criteria listed below. The Annual Work Plan should specify the following information for each service in which the Contractor will participate in. See JBBS Work Plan Template at the end of this document.

b. Annual Report. The Contractor shall submit to the State the previous year's Annual Report by EOB July 31, utilizing the JBBS Reporting Template provided by BHA. The Contractor shall submit this report via email to cdhs_jbbs@state.co.us

c. JBBS Database Reporting.

i. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database using the following URL:

<https://fw.civicore.com/jbbhs> or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

ii. Data Entry shall include:

- a. Basic individual demographic and working diagnosis information.
- b. Booking date (date that the individual was booked into jail).
- c. Screening date and results (Mental Health, Substance Use, Traumatic Brain Injury, Trauma, and Suicidality) for all individuals who screen "positive" for a mental health disorder or substance use disorder.
- d. Admission date (date that individual began receiving JBBS services).
- e. If applicable, results of Level of Supervision Inventory (LSI/LSI-R) risk assessment (recommended for individuals admitted to the JBBS program who are in jail more than 30 days).
- f. Individual-level services provided (date of service, type of service, duration of service, and any additional applicable information), including any Medication Assisted Treatment services provided (date of service, duration of service, type of MAT service, specific MAT medication, and any other applicable information, including frequency of dosage).
- g. Date, duration, and participants who attended for treatment or case management group sessions.
- h. Discharge date and type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
- i. Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.

iii. The Contractor or Contractor's designated subcontractor shall complete Drug Alcohol Coordinated Data System (DACODS), Colorado Client Assessment Records (CCAR), and Encounters - or other BHA prescribed data system records, according to the following schedule:

- a. Encounters are due by the last business day of each month for all services provided during the previous month.
- b. CCARs are due by the last business day of the month following the admission, annual update, or discharge of a client.
- c. DACODS are due by the 15th of the following month for admissions into, and discharges from, JBBS services.

See the latest version of the Finance & Data Protocol - Protocol #1 Special Studies Codes and Eligibility for more details.

d. Workgroup Attendance. BHA facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in the

meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

e. Critical Incidents. The Contractor shall ensure any critical incident involving a JBBS client that occurs within the jail, is documented and shared with the Behavioral Health Administration (BHA) via an encrypted email to cdhs_bha_ci@state.co.us, within 24 hours of the time the incident occurs. It is recommended that the Contractor include this reporting requirement in all subcontractor agreements. The documentation should include the following:

- i. Date and time of incident
- ii. Location of the incident
- iii. The nature of the incident
- iv. How the incident was resolved
- v. Name[s] of staff present
- vi. Whether the incident resulted in any physical harm to the participant or any staff.

f. Copy of Proposed Subcontract. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_jbbs@state.co.us within 30 days of subcontract execution. The subcontract will be evaluated to ensure it is in compliance with the maximum rates established in the Annual Budget document provided by BHA.

g. Site Visits. The JBBS Program Manager(s) shall conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic/as needed basis.

h. Monthly Contract Monitoring Tool. The Contractor shall submit a completed contract monitoring tool to their assigned JBBS program manager no later than the 20th of the month with the prior month's information. JBBS program managers will update this internally.

i. Plan of Action. Contractors who do not meet the deliverables above, or any additional deliverables listed below, for which they have been provided funding, shall be asked to submit a plan of action to improve program performance for the current or next fiscal year.

j. Monthly BHA Invoice. Invoices will be submitted to cdhs_bhpayment@state.co.us by the 20th of the following month. Only one month's expenses are allowed per invoice. Supporting documentation will only be required in the event of an audit, but these records should be maintained by the Contractor.

k. Spending Projection Plan. If a contractor is underspent by greater than 40% of their budget by mid fiscal year (Nov 30), Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding could result in reduction in the current year budget.

l. Behavioral Health Screenings:

- i. Individuals involved in the JBBS program are required to complete an evidence based behavioral health screen for each of the following five categories:
Substance Use Disorder, Mental Health, Suicide, Trauma and Traumatic Brain

Injury. This information should be used to formulate a comprehensive treatment plan to include appropriate referrals.

ii. For individuals who are admitted to the JBBS program and are in custody more than 30 days, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.

1.2 Additional Deliverables Related to Mental Health Expansion (SB 18-250)

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 7, Article 1, Section 1.1, Subsection c, above, the following additional data related to Mental Health Expansion shall be collected:

i. Whether the individual is receiving mental health services only, not SUD services (checkbox in JBBS Database).

1.3 Additional Deliverables Related to Competency Enhancement (SB 19-223)

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 7, Article 1, Section 1.1, Subsection c, above, the following additional data related to Competency Enhancement shall be collected:

i. Whether the individual is involved in the competency restoration process (checkbox in JBBS Database).

ii. Whether the individual has returned to jail after receiving competency restoration services (checkbox in JBBS Database).

1.4 Additional Deliverables Related to Pre-Sentence Reentry Coordinator Services

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 7, Article 1, Section 1.1, Subsection c, above, the following additional data related to Pre-Sentence Reentry shall be collected:

i. Whether the individual is pre-sentence at time of admission (checkbox in JBBS (CiviCore) Database).

1.5 Additional Deliverables Related to Jail Medication-Assisted Treatment (SB 19-008)

a. Organizational Structure. All Contractors participating in JBBS shall determine and provide an organizational structure designed to facilitate and promote effective MAT

program administration. Describe the use of evidence based best practices for coordination of care for identified inmates. This report is due via email to cdhs_jbbs@state.co.us by August 1 annually.

b. Policies. Prior to MAT services being delivered, the Contractor shall provide BHA a written policy for their intended Jail MAT service delivery method, via email to cdhs_jbbs@state.co.us. Contact JBBS Program Manager for additional information on creating MAT policies.

c. Barrier Reports. If Contractor does not yet deliver MAT in its jail, Contractor shall submit a report detailing the barriers Contractor is experiencing that have prevented MAT delivery in the jail. Describe the capacity or efforts needed to get the jail into compliance or ability to provide MAT in the jail, including but not limited to withdrawal management, screening, and coordination of care for inmates identified for MAT. The report is due via email to cdhs_jbbs@state.co.us by August 1 annually.

d. Start-Up Plans. In the first year that Contractor will deliver MAT in its jail, Contractor shall submit a report of ramp-up activities that will occur in the first four months of the project via email to cdhs_jbbs@state.co.us by August 1 annually.

e. Work Plan and Budget Submission/Approval. In order to access MAT funds, Contractor must submit a work plan selecting an MAT tier and describing how the funds will be used. If Contractor's proposed budget exceeds the soft cap described in its tier (described in Part Six, article 3.5 above), Contractor shall provide an initial budget to the BHA JBBS Program Manager with Contractor submission of the work plan. BHA JBBS Program Manager will respond with an approval, a request for more information, or a rejection with cause. Budgets in excess of its tier's soft cap must be approved in advance in writing by the BHA JBBS Program Manager. Contractors with ongoing MAT programs must submit the workplan and budget by June 1 annually for the upcoming state fiscal year (beginning July 1). Contractors beginning new MAT programs must submit the workplan and budget prior to commencing services billed to this fund. Contractor work may not commence until the work plan and budget are approved by the BHA JBBS Program Manager.

f. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields as outlined in Part 7, Article 1, Section 1.1, Subsection c, above. Data shall be entered in the JBBS (Civcore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

Table 1

Below is the deliverables table required by BHA, for each JBBS related service.

Exhibit A

Program	Deliverable	Description	Due Date	Responsible Party	Deliver to
All	Provide annual work plan	See Part 7, Article 1, Section 1.1, Subsection a, above	By EOB April 1, for the following fiscal year	Contractor	cdhs_jbbs@state.co.us
All	BHAH invoice	See Part 1, Article 3, Section 3.2, above	By 20th of following month for previous month's expenses	Contractor	cdhs_bhpayment@state.co.us
All	Report critical incidents	See Part 7, Article 1, Section 1.1, Subsection e, above	Within 24 hours of incident	Contractor	cdhs_bha_ci@state.co.us
All	Provide JBBS annual report	See Part 7, Article 1, Section 1.1, Subsection b, above	By EOB July 31 of the current year	Contractor	cdhs_jbbs@state.co.us
All	Workgroup attendance	See Part 7, Article 1, Section 1.1, Subsection d, above	Quarterly	Contractor	Locations TBD
All	Send BHA copy of proposed subcontract	See Part 7, Article 1, Section 1.1, Subsection f, above	Within 30 days of contract being signed	Contractor	cdhs_jbbs@state.co.us
All	Site Visits	See Part 7, Article 1, Section 1.1, Subsection g, above	Ongoing / as needed	BHA	Locations TBD
All	Contract Monitoring Tool	See Part 7, Article 1, Section 1.1, Subsection	Ongoing, by the 20th of each month for all	Contractor	JBBS Program Manager

Exhibit A

		h, above	services provided during the previous month		
Mental Health Expansion (SB 18-250)	Data entry specific to SB 18-250	See Part 7, Article 1, Section 1.2, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Competency Enhancement (SB 19-223)	Data entry specific to SB 19-223	See Part 7, Article 1, Section 1.3, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Pre-sentence Reentry Coordinator Services	Data entry specific to pre-sentence Reentry coordinator services	See Part 7, Article 1, Section 1.4, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
JMAT (SB 19-008)	Organizational structure	Part 7, Article 1, Section 1.5, Subsection a, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Policies	Part 7, Article 1, Section 1.5, Subsection b, above	Prior to MAT services being delivered	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Barrier Reports	Part 7, Article 1, Section 1.5,	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us

		Subsection c, above			
JMAT (SB 19-008)	Start-Up Plans	Part 7, Article 1, Section 1.5, Subsection d, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Work Plan and Budget Submission/Approval	Part 7, Article 1, Section 1.5, Subsection e, above	Within five (5) business days of plan submission	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Data Entry Specific to JMATA (SB 19-008)	Part 7, Article 1, Section 1.5, Subsection f, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services

JBBS Work Plan

1. Identify the Project Name, Purpose and Timeline

- i. The Project Name will be either JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, JBBS/Pre-Sentence Coordinator, JBBS/Competency Enhancement, or JBBS/Medication Assisted Treatment (MAT).
- ii. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
- iii. The Timeline will be June 30, 2022 - July 1, 2023

2. Put Your Work Plan into Context

- i. This should include an introduction and background of the facility's JBBS program.
- ii. Write an introduction and background to better outline why you need this project to happen - *Creating context and establishing the problem, helps explain why you need the solution.* Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statute requirements, etc....

- iii. Describe the overall goal of the JBBS program. Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc....
 - iv. If the facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.
3. **Establish Your Goals and Objectives:** Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:
- i. What are / will be, the assessments and screenings between subcontracted treatment provider agencies?
 - ii. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
 - iii. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
 - iv. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?
 - v. What security protocol and reporting requirements are expected from the treatment provider?
 - vi. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
 - vii. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence-based curricula?
 - viii. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.
4. **Define and Coordinate Your Resources:**
- i. Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff).
 - ii. Describe how you plan to link offenders with community services upon their release from custody.
5. **Understand Your Constraints:** Are there any obstacles that are going to get in the way of providing these services?
- i. Examine if there are any barriers to treatment within the jail? Within the community?

ii. If so, it is possible to address these and, if so, how do you plan to do that?

6. **Discuss Risks and Accountability:** Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.

i. Activities, services, budgets, plans, timelines, goals, and outcome measures included in the Work Plan shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.

The work plan, once approved by BHA, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the current Contract Exhibit A, Statement of Work, as amended.



COLORADO
Office of Behavioral Health
Department of Human Services

EXHIBIT B, FY23 ANNUAL BUDGET

BHA Program	JBBS
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Agency Name	Gunnison County
Budget Period	July 1, 2022 - June 30, 2023
Project Name	JBBS

Program Contact, Title	Adam Murdie, Undersheriff
Phone	970-641-7657
Email	amurdie@gunnisoncounty.org
Fiscal Contract, Title	Jody Wisem, Accountant
Phone	970-641-7679
Email	jwise@gunnisoncounty.org
Date Completed	March 22, 2022

SERVICE CATEGORIES		
Services (Fixed Price per rate Schedule)	Funding Source	Total
Substance Use Disorder Treatment	State General Fund	77,600.00
Mental Health Treatment	State General Fund	77,600.00
Total Contract		155,200.00

General Accounting Encumbrance - Medication Assisted Treatment	
MAT Services	GAE Total
	1,483,700.00

GAE total for all Contractors is \$1,483,700. No minimum amount is guaranteed to Contractor. Funds are invoiced as earned per the terms of Exhibit A and the following Rate Schedule.

JBBS RATE SCHEDULE	
Statewide Maximum Salaries	
Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum.	
Licensed Therapist (LPC/LCSW/LAC/LMFT)*	\$82,400/year
Unlicensed Master's Level Therapist or Substance Abuse Counselor (example CAS)*	\$66,950/year
Unlicensed Bachelor's Level Therapist or Substance Abuse Counselor (example CAS)*	\$61,800/year
Case Manager (CM) *	\$56,650/year
Certified Addiction Technician (CAT)	\$43,260/year
Physician Assistance (PA) *	\$123,600/year
MD/DO *	\$258,805/year
JBBS Program Administrator (Primary responsibility of managing the jail's JBBS program.) *	\$100,522/year
Pre-sentence Coordinator *	\$70,00/year
Pharmacist (Pharm-D)	\$131,933/year
Registered Nurse *	\$74,160/year
Data Entry Clerk	\$41,200/year
Peer Support Specialist	\$35,000/year
Qualified Medication Administration Person (QMAP)	\$15.50/hour
*BHA will reimburse salaries up to the state maximum	
*BHA may consider rates 10% above statewide maximum salaries pending justification from jails and written pre-approval by BHA	
Travel	
Mileage (IRS rate)	\$0.59/mile
Operating Expenses	
Maximum total percentage of contract budget	10%
Training and continuing education for jail employees/clinicians (including but not limited to QMAP, CIT, Motivational Interviewing, Mental Health First Aid, Trauma Informed Care, (Certified Addiction Specialist -Classes only) may be included in the operating expenses	
BHA may pay for one licensing test per clinician (NCE, MAC, NCAC). Up to \$200 per clinician, per test.	
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
Indirect Expenses	
Maximum total percentage of contract budget	10%
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
RECOVERY SUPPORT SERVICES	

Allowed Services *	Additional Notes
Application Fees ID / Birth Certificates	
Indigent Backpacks	
Basic Hygiene Items	
Bicycles	May be provided if client is engaged in treatment services for 2 + months post release. 1 bike per person.
Bus Pass – Daily, Monthly	
Child Care	1 month limit per client, per child
Clothing	
Educational Costs (books, supplies, and fees)	
Emergency Housing/Rental Assistance	90 day limit per person
Food Assistance	
Gas Vouchers	
GED Program / Testing	
Job Placement Training	
Life Skills Training	
Medical Assistance – copays / infectious disease testing	Limit of \$250.00 per person
Medications	30 day limit per person
Personal Care (eg. haircuts)	
Phone Cards	Limit of \$15.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the community. Cost of the phone and up to 2 months of bills.
Printed Resources	
Transportation Assistance	
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
UA / BAs	Limit of \$100.00 per person
Utilities	1 month limit per client

* BHA may consider other expenses pending justification from jails and written pre-approval by BHA

MEDICATIONS

Medication reimbursement will be based on a) providers established rate or b) jail purchase agreement rate or c) in the absence of an established rate or jail purchase agreement rate the following BHA rate schedule.

Psychotropic Medication will be reimbursed at rate established on Preferred Drug List (PDL) which can be found at <https://www.colorado.gov/hcpf/pharmacy> resources

Medication	Rate
Methadone	\$18/day. Methodone treatment, including medication and integrated psychosocial and
Naltrexone (oral)	Monthly Medication Rate: \$85. Monthly Prescriber Rate: \$150
Depot-naltrexone (injectable) (Vivitrol)	\$1,376/unit; 380mg injection (extended release) per month
Buprenorphine (pregnancy) - 8mg	\$41/month
Buprenorphine (pregnancy) - 2mg	\$31/month
Buprenorphine/naloxone sublingual film (suboxone) - 12mg/3mg	\$275/month
Buprenorphine/naloxone sublingual film (suboxone) - 8mg/2mg	\$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 4mg/1mg	\$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 2mg/0.5mg	\$80/month
Naloxone (Narcan)	Unit Cost: \$75. Prescriber Rate: \$35
Suboxone and generics	\$5.55 / unit @30 days = \$166.50 for a 2mg-0.5mg dose; range can increase from 4mg-
Buprenorphine - 8mg	\$41/month
Buprenorphine - 2mg	\$31/month
Sublocade (injectable)	\$1,376/unit; 380mg injection (extended release) per month

Revised 02_23_2022

Exhibit C Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on an BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Option Letter

For contracts using State funding: The State may increase or decrease the rates established in the Contract in **Exhibit B, "Budget,"** based upon a cost-of-living adjustment to the relevant lines in the Long Bill through an option letter. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Contract Section 23, **"Sample Option Letter."** Delivery of Goods and performance of Services shall continue at

the same rates and terms as described in this Contract.

D. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

E. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will serve as an amendment to the contract for the timeframe identified and agreed to by BHA and the Contractor.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.

- a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
- b. Contractor and BHA will agree in writing when the emergency situation is sufficiently resolved and agree to a closeout period that is four weeks or less.
- c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

H. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
 2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov/>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
 3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_bhadeliverables@state.co.us by August 31 annually:
 - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
 - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf>
- I. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such

treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

II. Use of Subcontracts.

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
 - 1. To the extent a subcontractor is used, the Contractor shall provide a copy of the subcontract to BHA cdhs_bhadeliverables@state.co.us.
 - 2. Contractor shall ensure that its subcontractors perform to the terms of this Contract.
- B. Any subcontract for services must include, at a minimum, the following:
 - 3. A description of each partner's participation
 - 4. Responsibilities to the program (policy and/or operational)
 - 5. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
- C. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, BHA cdhs_bhadeliverables@state.co.us within 30 days of subcontract execution.
- D. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Additional Remedies

- A. Duty to Act in Good Faith
The Contractor shall comply with all the provisions of this contract and its amendments, if any, and shall act in good faith in the performance of the requirements of said contract. The Contractor agrees that failure to act in good faith in the performance with said requirements may result in the assessment of remedial actions, liquidated damages and/or termination of the contract in whole or in part and/or other actions by the State as allowed by law as set forth in this contract.
- B. Corrective Action
The State will notify the Contractor of non-compliance and subsequently, after consultation with the Contractor, will establish a schedule for the Contractor to cure non-compliance. The Contractor shall be responsible for the submission of a plan of corrective action in accordance

with said schedule. If full compliance is not achieved, or a plan of action for correction is not submitted and approved by the State within the scheduled time frame, the State may exercise remedies specified in the General Provisions "Remedies" section of this Contract. If the State determines that the Contractor continues to be out of compliance with the Contract, the State may exercise liquidated damages herein.

C. Liquidated Damages.

If an extension of time is not granted by the State, and the required performance associated with this contract is not received from the Contractor then liquidated damages of \$300 a day will be assessed and may be permanently withheld from payments due to the Contractor for each day that performance is late. The parties agree that incomplete or incorrect performance shall also be cause for "late performance." The parties agree that the damages from breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the State from late performance, including costs of additional inspection and oversight, and lost opportunity for additional efficiencies that would have attended on-time completion of performance. Assessment of liquidated damages shall not be exclusive of or in any way limit remedies available to the State at law or equity for Contractor breach.

IV. Audit Requirements

A. Independent Audit Requirements

6. "Independent financial audit" shall be defined as follows— a financial audit conducted by a certified public accounting firm or certified public accountant (CPA) in accordance with generally accepted accounting principles and applicable federal regulations. The CPA or firm must be independent of the Contractor. "Independent" means not a regular full-time or part-time employee of the Contractor and not receiving any form of compensation from the Contractor other than compensation that the CPA receives for the conduct of the financial audit.
7. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$300,000 or more during its fiscal year shall have an independent financial audit performed annually. The audit shall identify, examine, and report the income and expenditures specific to operation of the services described in this contract. The audit will be presented in the format specified in the "Accounting and Auditing Guidelines" for Colorado Department of Human Services, Behavioral Health Administration (BHA), found on the BHA website.
8. The Contractor agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports. Non-compliance with these standards shall result in enforcement of remedies against the Contractor as provided in this Contract.

B. Annual Single Audit

1. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the

Contractor or sub-contractor shall have an audit of that fiscal year in accordance with the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507), the provisions for which are outlined in **n/a**.

V. Financial Requirements

A. Funding Sources

1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."**
2. If a Single Audit is performed in accordance with Section III.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.
3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Budget Reallocations

1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

C. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA.
3. All payment requests shall be submitted electronically to cdhs_bhayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to cdhs_bhayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.



EXHIBIT D

HIPAA BUSINESS ASSOCIATE / 42 PART 2

QUALIFIED SERVICE ORGANIZATION AGREEMENT

This HIPAA Business Associate/42 Part 2 Qualified Service Organization Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103 and, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
- i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
- iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

d. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

e. Impermissible Uses and Disclosures.

- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
- ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

f. Business Associate's Subcontractors.

- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
 - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- g. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.
- h. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- i. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- j. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- k. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- l. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

m. Audit, Inspection and Enforcement.

- i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

n. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

p. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is

required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

q. Business Associate's Insurance and Notification Costs.

- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
- ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
- iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
- iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

r. Subcontractors and Breaches.

- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- s. Data Ownership.
 - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
 - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

- a. Breach.
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
- i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
 - iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
 - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may

include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Reserved.
 - ii. The Associate:
 - A. Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program (“Program”) and a Qualified Service Organization as defined by 42 C.F.R. Part 2.

- B. Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. Protected information encompasses protected health information (“PHI”) and references to PHI shall be understood to include protected information.
 - C. Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.
 - D. Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R. Part 2.
 - E. Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.
 - F. Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement.
- i. Reserved.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; 2025 Community Grants Applicati

Action Requested: Other Consent to Apply

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Gunnison Hinsdale Early Childhood Council is requesting permission to apply for the Community Foundation of the Gunnison Valley Grant to offer the Lena Grow program through June 2026.

Fiscal Impact:

Submitted by: Lana Athey

Submitter's Email Address: lathey@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/30/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/30/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/30/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025

2025 Community Grants Application

Get Started

Please choose only one. Are you a:

- 501(c)(3) nonprofit organization with headquarters in Gunnison County
- 501(c)(3) nonprofit organization with headquarters outside of Gunnison County
- Group under fiscal sponsorship
- Government entity (Gunnison County, Gunnison Watershed School District, Western Colorado University, etc.)**
- Faith-Based Organization
- Collaboration
- Fiscal Sponsorship

For Government Entities: Do you affirm that the funds you are requesting are enhancing your budget, and are not replacing either tax or grant funds already allocated to your project?

Yes / No

General Information

IMPORTANT: The word "Applicant" refers to the organization submitting the proposal for itself or one of its departments, or as a fiscal sponsor for a smaller group, or as the lead organization in a collaboration. The "Applicant" is responsible for any funds received, and an authorizing official from this organization must sign the proposal. See the Guidelines to learn who signs this application.

Legal Name of Applicant Organization: Gunnison County

Applicant DBA (Doing Business As), if different than legal name Gunnison Hinsdale Early Childhood (GHECC) Council

Name of Group, if applicable

EIN (Federal Tax Identification Number) 84-60000770

Mailing Address of Group 220 N. Spruce Street

City, State Zip Code Gunnison, CO 81230

Physical Address 220 N. Spruce Street

City, State Zip Code Gunnison, CO 81230

Website www.gunnisoncounty.org/ghecc

Year Founded 2007

Contact Person for This Application

Lana Athey

Early Childhood Services Supervisor

lathey@gunnisoncounty.org

Grant Request Information

Grant Request Type

- General Operating
- Project (Single Applicant)**
- Project (Collaboration)

For Project (Single Applicant):

Name of Project- LENA Grow

Amount Requested (positive number without commas, decimals or dollar signs) \$3,750

Total Project Budgeted Cost 68% of total project cost

Estimated number of discrete year-round local people you serve in a typical year 100

Estimated number of discrete part-time residents and visitors you serve, if relevant

Please give a one sentence synopsis of what the grant will be used for.

The grant will be used to pay for an annual subscription to the LENA Grow platform which will be utilized by Council staff to support early childhood teachers in boosting children's language, literacy, and social-emotional development.

Please pick the grant category below that you believe is the best fit for this application. If you are applying for program or project support, this refers to your program or project.

- Animal Welfare
- Arts and Culture
- Athletics and Recreation
- Community Development
- Education
- Environment
- Health and Human Services**

- Historical Tradition and Preservation
- Collaboration

For Project (Single Applicant):

Purpose Statement of the Group

Our **mission** is to expand and improve quality early childhood services and education opportunities for families in Gunnison and Hinsdale Counties. Our **vision** is to ensure the healthy growth and optimal development of all young children so that each child is ready to succeed in school and life.

Explain who your organization serves, why your work is significant, and how it addresses critical issues or needs in the Gunnison Valley. (Max 150 words)

Our organization serves children ages 0-8, families with young children, and early childhood care and education providers in Gunnison and Hinsdale Counties. One of the key aspects of our work is increasing resources for early childhood care and education providers. Supporting early childhood care and education providers helps to increase the quality, accessibility, and sustainability of early childhood programs so ALL children in Gunnison and Hinsdale Counties have access to quality early learning experiences.

The Council works closely with licensed early childhood centers in Gunnison County providing support through quality improvement coaching, professional development opportunities, and materials. Council staff also works closely with families of young children connecting them to local resources and various early childhood tuition support programs including the Universal Preschool Program.

In general, what do you do? *note: showcase the core initiatives and activities that help propel your mission forward! Consider utilizing one of the optional attachments to supplement what you may not have the room to convey in the narrative* (Max: 150 words)

The Council acts as a local hub as we work to coordinate and align resources to support young children and their families. This includes working to improve the quality of early childhood services, create a strong and interconnected early childhood system, ensuring resources are available and accessible to families, bringing together different programs and perspectives under the domains of early learning, health and well-being, parent support and education, economic mobility, and the early childhood workforce.

Much of the Council's work is focused on helping families access essential services including health care and early childhood education as well as work with families to assist them in increasing their economic mobility.

The Council also works very closely with the licensed child care providers in the community as well as Family Friend and Neighbor caregivers to support them in providing quality care.

Describe your Project. (Max: 150 words)

The Council would like to continue their LENA Grow subscription and the coaching a support associated with the subscription. LENA Grow is a evidence-based program that was created to help boost children's language, literacy, and social-emotional development while improving both teacher satisfaction and classroom quality. The Council has offered LENA grow for two years now to various early childhood classrooms. Teachers that are interested in being part of the program have the children in their classroom wear a vest that counts the number of conversational turns between each individual student and their teacher. The next day Council staff collects the vests and uploads the data The data is then used to coach the early childhood teacher in an effort to increase their daily conversational turns and responsiveness to each child. This is done for a period of 5 weeks.

What do you want to achieve - what change do you want to make? (Max: 100 words)

The Council would like to continue to offer this program because it offers a wonderful first step for teachers into quality coaching. Allowing them to see actual data reflecting their conversational turns with children and then discussing with their quality improvement coach different ways that they could increase the number of conversational turns with individual children. The reason we think this program is so important is because it has been proven to increase conversational turns overall by an average of 12% for all children within a 5-week cycle while also activating critical brain growth and language development for young children

How will your project/program ensure everyone in our community has the opportunity to thrive? Be sure to cite specific examples. *Hint: don't just repeat what you do or who you serve! Consider how your organization: fits into the ecosystem or fabric of our community; enhances community coordination or collaboration; expands or strengthens community leadership; engages with partners across the community to advance community-wide strategies and goals; etc. (max 250 words)*

Offering LENA Grow in an early childhood classroom setting is the perfect approach to beginning to ensure that everyone in our community has the opportunity to thrive. The early years are crucial for a child's overall development and long-term well-being. The early years lay the foundation for future learning, behavior, and health. This program helps to ensure that children enrolled in an early childhood program in Gunnison County are receiving quality care and each child is given equal amounts of attention and support in the classroom. The LENA Grow program is a great way for teachers to become aware of their interactions with the children in their care. Each week during the data review with the quality improvement coach a teacher can see if the have more conversational turns with one child over another. This at times can be eye-opening and cause them to shift their attention to children that they may have had fewer conversational turns with in their classroom. The direct one on one coaching provides the teacher with a solid support system allowing them to gain more knowledge and tools to provide care of a greater quality.

LENA Grow Grant Request Budget

LENA Grow Subscription	LENA Grow Subscription for 6 classrooms	\$2,803.00
Staff Time	Staff compensation for data collection (Additional staff time for coaching covered by the Council's CDEC funding)	\$947.00
TOTAL REQUEST		\$3,750.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; RRC Associates; C

Action Requested: County Manager Signature

Parties to the Agreement: RRC Associates and Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Contract for services with RRC Associates to update the workforce housing linkage fee

Fiscal Impact: 9900

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/30/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/29/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/29/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 26th day of April 2025, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and RRC Associates, whose address is 4770 Baseline Road, Suite 355, Boulder, CO, 80303 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services as identified in “Option 1. Streamlined Option: Update Using Existing Methodology” of the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).]

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on June 30, 2025, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its goal of building more workforce housing, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Nine-thousand, nine hundred dollars and No/100 U. S. Dollars (\$9,900.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less

than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

8. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any

manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

10. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

11. DELEGATION AND ASSIGNMENT.

Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

12. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

13. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

14. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.
- f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

15. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

16. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

19. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: RRC Associates
4770 Baseline Road, Suite 355
Boulder, Colorado 80303

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

20. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

21. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

22. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor’s or a subcontractor’s website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

23. RECORDS.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours’ notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

24. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

Deputy Clerk

CONTRACTOR

By: David Becher, Director, RRC Associates

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

1. Streamlined Option: Update Using Existing Methodology

This scope of work entails updating Gunnison County’s residential and commercial workforce housing impact fees by using the latest available economic and housing data to recalculate the fees. The calculation methodology would largely mirror the approach used to update the fees in 2018, with adjustments to address serving households up to 100% AMI and allowing higher mitigation rates. The update process would entail collecting and analyzing a variety of data inputs, including the following:

- Employment generation rates for commercial development, using a database maintained by RRC of employer surveys conducted in a variety of comparable mountain counties and/or other sources.
- Employment generation rates for residential development, using a database maintained by RRC of homeowner operations and maintenance surveys conducted in a variety of comparable mountain communities, as well as estimates of construction-related employment.
- Demographic and economic data for Gunnison County regarding average workers per household, multiple jobholding rates, and AMI (area median income).
- Home sales data for Gunnison County, per Gunnison County Assessor records, and/or costs of developing new affordable/workforce housing in the local area.

The project deliverables will consist of an updated Excel-based Essential Housing Calculation Form, plus a brief report with supporting tables documenting the updated fees and the data sources and methodologies used to update the fees.

The cost of the scope of work as outlined above \$9,990. This excludes the cost of any in-person presentation of the results at a public meeting. We would endeavor to complete the research as quickly as possible, targeting June 30, 2025.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement Regarding Payment for Coroner's Work Spa

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: PLC-CO Assets, LLC d/b/a Gunnison Funeral Services & Gunnison County

Term Begins: 5/1/2025

Term Ends:

Grant Contract #:

Summary:

Regarding payment for Coroner's workspace for 5/1/25 through 4/30/26

Fiscal Impact:

Submitted by: Michael Barnes

Submitter's Email Address: mbarnes@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/17/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/15/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/15/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025

AGREEMENT REGARDING PAYMENT FOR CORONER'S WORK SPACE

THIS AGREEMENT REGARDING PAYMENT FOR CORONER'S WORK SPACE ("Agreement") is made and entered into this ____ day of April, 2025, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and PLC – CO ASSETS, LLC d/b/a GUNNISON FUNERAL SERVICES, a Delaware limited liability company, whose address is 106 S. Taylor, #2, Gunnison, CO 81230 ("Gunnison Funeral").

WHEREAS, Gunnison Funeral currently leases real property located at 106 S. Taylor, #2, Gunnison, Colorado 81230 ("Property"); and

WHEREAS, the Property includes an appropriate work space, the functional equivalent of approximately 375 sq. ft., dedicated for the official services of the Gunnison County Coroner ("Coroner's Work Space"); and

WHEREAS, Gunnison County has been financially contributing towards the rental and utility costs for the Coroner's Work Space and would like to continue to provide that contribution; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Gunnison County and Gunnison Funeral do hereby agree as follows:

1. EXTENDING PRIOR AGREEMENT.

The *Agreement Regarding Payment for Coroner's Work Space* by and between the Board of County Commissioners of the County of Gunnison, Colorado and Kelly Crippin, Gunnison Funeral, dated June 18, 2024 and assigned Gunnison County Legal Instrument No: 2024-090 is terminated upon the effective date of this Agreement as set forth in Paragraph 2 below.

2. TERM.

The term of this Agreement shall commence May 1, 2025 and shall terminate on April 30, 2026 ("Term"), unless otherwise terminated or extended under the terms of this Agreement by mutual written agreement of Gunnison County and Gunnison Funeral.

3. COMPENSATION.

In full and complete consideration for use of the Coroner's Work Space by the Gunnison County Coroner, Gunnison County shall compensate Gunnison Funeral 50% of the rental costs incurred for said Coroner's Work Space which amounts to a monthly amount of SIX HUNDRED AND FIFTY and 00/100 U.S. Dollars (\$650.00) through the Term of this

Agreement, a copy of the lease is attached as Attachment A. Thereafter should this Agreement be amended and extended the dollar amount shall be adjusted no more than 3% annually.

In addition to this amount, Gunnison County shall compensate Gunnison Funeral for a portion of utility bills as more specifically identified in paragraph 4 herein below.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to paragraph 10 herein below.

4. UTILITIES.

Gunnison County shall compensate Gunnison Funeral 50% of the billed, receipted costs for natural gas, water, sewer and electric bills incurred by Coroner's use of the Coroner's Work Space throughout the Term of this Agreement. Gunnison Funeral shall forward those utility bills to the Gunnison County Finance Department at 200 E. Virginia, Gunnison, CO 81230.

Gunnison County is not in any way responsible, financially or otherwise, for any cost or expense associated with any telephone and internet good or service for, or for the benefit of, Gunnison Funeral, and Gunnison Funeral agrees to indemnify Gunnison County regarding same.

Gunnison Funeral shall be responsible for any and all other costs not identified herein that may be associated with official Coroner's use of the Coroner's Work Space.

5. USE OF GUNNISON FUNERAL'S WORK SPACE.

The Gunnison County Coroner shall conduct the use of the Coroner's Work Space in an orderly manner. The Gunnison County Coroner, his agents, and employees, shall not discriminate against any person or class of person by reason of race, age, religion, gender, creed, sexual preference or national origin in providing any use of the Coroner's Work Space.

6. IMPROVEMENTS.

All equipment placed by Gunnison County at its expense in, on or about the Coroner's Work Space, including all fixtures temporarily affixed to the Coroner's Work Space but which may be removed without damage thereto, shall remain the items of Gunnison County and Gunnison County shall have the right at any time during the Term of this Agreement or at its termination, to remove all such equipment.

7. OPERATIONS.

Gunnison Funeral agrees to secure all necessary licenses, permits and other approval required by the City of Gunnison, County of Gunnison, State of Colorado, or the United States of America that may be necessary or associated with Coroner's use of the Coroner's Work Space.

8. WARRANTIES.

Gunnison Funeral warrants and assures Gunnison County that Gunnison Funeral has the authority from the Owner of the Property to use the Property for official use by the Gunnison County Coroner.

9. INDEMNIFICATION.

During the term of this Agreement, Gunnison Funeral shall indemnify, hold harmless and defend Gunnison County, its Board of County Commissioners, its officers, agents and employees, against any claim for injury or damage caused by any act or omission of Gunnison Funeral arising from the use of the Coroner's Work Space.

10. NO CREATION OF OBLIGATION TO OWNER.

Nothing in this Agreement creates any obligation whatsoever from Gunnison County to the Owner of the Property.

Nothing in this Agreement is or shall be construed a waiver of any protection of the Governmental Immunity Act.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination

11. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

12. NOTICES.

Service of all notices under this Agreement shall be sufficient if sent via certified mail return receipt requested to the following address:

Gunnison County: Board of County Commissioners
of the County of Gunnison, Colorado

200 East Virginia Avenue
Gunnison, CO 81230

Gunnison Funeral: PLC – CO Assets, LLC d/b/a Gunnison Funeral Services
Attn: Location Manager
106 S. Taylor, #2
Gunnison, CO 81230

13. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

14. PROHIBITION UPON ASSIGNMENT.

Without the prior written consent of Gunnison County, Gunnison Funeral shall not (a) assign, transfer, pledge, or hypothecate this Agreement, or any part thereof, or any interest therein, or (b) convey, sublet or lend the Coroner's Work Space or any part thereof.

15. GOVERNING LAW, JURISDICTION AND VENUE.

This Agreement is entered into in the County of Gunnison, State of Colorado, and it is agreed that the proper jurisdiction and venue of any legal action regarding the interpretation and/or enforcement of this Agreement, or any document related hereto, shall be the County or District Court of the County of Gunnison, State of Colorado and this Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

16. ENTIRE AGREEMENT.

Gunnison Funeral and Gunnison County agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be

valid unless executed by an instrument in writing by Gunnison Funeral and Gunnison County with the same formality as this Agreement.

17. COUNTERPARTS.

Each party may sign this Agreement in counterparts. This Agreement may also be executed by electronic means or signatures.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy County Clerk

PLC – CO Assets, LLC d/b/a Gunnison Funeral Services,
a Delaware limited liability company

By: Daren Forbes
Daren Forbes, RVP – West Region

ATTACHMENT A

BUSINESS LEASE

THIS BUSINESS LEASE, in duplicate, is dated with an effective date of ~~April 1, 2022~~ at Gunnison, Gunnison County, Colorado, as follows:

2024 ^{DS} DF

1. OWNER. The Owner is:

CHRISTIAN M. GREEN

2. TENANT. The Tenant is:

PLC-CD Assets, LLC d/b/a ^{DS} DF

Gunnison Funeral Services

, hereafter termed "Tenant." If more than one individual or entity, their obligations as Tenants hereunder shall be joint and several.

3. LEASE OF PREMISES. In consideration of the terms of this Business Lease, Owner leases to Tenant a subdivided portion of the building ("Building") situate on the following described real property located in the City of Gunnison, Gunnison County, Colorado, to wit:

Lots 4 through 8, both inclusive, Block 31, City of Gunnison, According to the official recorded plat of ORIGINAL GUNNISON,

County of Gunnison,
State of Colorado.

Owner leases to Tenant the middle unit of the building, consisting of approximately 1,250 square feet, which has an address of 106 South Taylor, Unit 2, Gunnison, Colorado 81230 (the "Lease Premises").

4. TERM OF LEASE. The term of this Business Lease shall commence at 12:01 a.m. on May 1, 2024, and terminate at midnight on April 31 30 ^{DS} DF, 2026.

5. RENTAL PAYMENTS. Tenant shall pay to Owner as rent for the Lease Premises the following:

\$1,300.00 per month from May 1, 2024 through April 31, 2026.

30 ^{DS} DF

6. RENEWAL OPTION. If Tenant is not in default of any covenant,

term or condition of this Business Lease, then and in that event Tenant shall have the right and option to extend this Business Lease for an additional period of one year commencing on May 1, ~~2024~~^{2024 DE} and ending on April 30, ~~2025~~^{2024 DE}, upon the same terms, covenants and conditions as herein provided, with the exception that the monthly rental during such option period shall be increased by 3% per year. This option is exercisable by Tenant providing written notice to Owner, in the manner provided herein, on or before May 1, ~~2024~~^{2024 DE}.

7. SECURITY DEPOSIT

Tenant shall on the date of execution place a security deposit with Owner in the amount of \$ 900.00, as a guarantee and indemnity that Tenant will keep the Lease Premises in as good a condition as when received, will not vacate the Lease Premises prior to the termination hereof, will make all rental payments as the same become due, and will otherwise perform all terms, covenants and conditions of this Business Lease. It is understood and agreed that this security deposit is neither an advance rental nor a bonus to Owner, and Owner agrees that if all the covenants herein imposed upon Tenant have been complied with and the Owner has not been damaged as a result of injury to the Lease Premises nor has incurred any costs to repair or clean said Lease Premises, then in that event, Owner shall refund to Tenant the full amount of the security deposit. If Tenant defaults in any of the terms and provisions hereof Owner shall have the right, without notice, to apply as much of the security deposit as is required to re-compensate Owner for any damages thereby sustained and, if any balance remains after such application, to return the same to Tenant. An accounting of such security deposit shall be made to Tenant within 60 days after expiration or termination of this Business Lease. In the event damage to Owner exceeds the amount of the security deposit, the Tenant shall pay such excess amount immediately upon being billed therefore by Owner, including Owner's reasonable attorneys' fees and court costs incurred, if any.

8. UTILITY AND SERVICE CHARGES. Tenant acknowledges that Tenant shall promptly pay as the same become due and owing all charges, statements or assessments for water, gas, heat, electricity, refuse, dumpster charges, garbage, telephone, power and janitorial services used by Tenant or supplied to the Lease Premises, including any utility connection fees, and shall not allow the payment therefore to become delinquent nor allow any lien or assessment to be placed against the Lease Premises for the nonpayment of the same.

9. USE OF PREMISES. The Tenant shall use and occupy the Lease Premises for an office and furniture fabricating. Tenant shall not use the Lease Premises for any other purposes without the prior written consent of the Owner.

10. FURNITURE AND FIXTURES. Tenant shall be solely responsible,

at its cost, to obtain, place and install within the Lease Premises all furnishings, fixtures, equipment and personal property necessary or desirable for its occupancy of the Lease Premises and the use thereof.

The Lease Premises on the commencement date of this Business Lease will be finished by Owner with the exception of window coverings and interior decoration, all of which shall be the sole responsibility of Tenant.

11. OWNER'S RESPONSIBILITY. The Owner shall, during the term of this Business Lease, be responsible for any repairs or maintenance required to be performed as to the exterior of the Lease Premises.

12. TENANT'S RESPONSIBILITIES. The Tenant shall at all times during the term of this Business Lease be responsible:

1. To maintain and keep in good repair the interior of the Lease Premises, including all interior walls, doors and windows, including glass.
2. To maintain and repair any damage or destruction of the Building or Lease Premises caused by any acts or omissions of the Tenant, its agents, customers, employees or invitees.
3. To maintain the Lease Premises in a clean and attractive condition.
4. To maintain and keep in good repair the utility systems within the Lease Premises.
5. To clean and remove all snow and ice from the sidewalk in front of the Lease Premises, and to maintain the dumpster area to the rear of the Lease Premises in a clean and attractive condition.

13. FIRE AND EXTENDED COVERAGE INSURANCE.

1. During the term of this Business Lease and any renewal hereof, the Owner shall keep the Lease Premises fully insured for fire and extended coverage and shall bear the risk of loss therefore.

2. The Tenant shall carry fire and extended coverage property insurance on all items of personal property, fixtures, equipment and improvements located upon the Lease Premises and owned by it and shall be solely responsible for any loss, damage or destruction of such personal property, fixtures, equipment and improvements. Tenant shall also purchase and maintain a fire extinguisher in the Lease Premises in accordance with Gunnison County and/or City Code.

3. In the event that the Building should be damaged or destroyed, in whole or in part, as a result of fire, damage or destruction from any cause covered by such fire and extended coverage insurance, then the proceeds of such insurance shall be utilized to repair and replace the Building in as good condition as the same was prior to such damage. In the event that the Building is damaged or destroyed as result of fire damage or destruction, the rental payments due and owing by Tenant shall be abated during any period of required repairs or construction, unless such damage and destruction was due to the neglect of the Tenant or its employees and agents in which event the rent shall not be abated, and shall recommence on the date that a Certificate of Occupancy is issued for the Lease Premises.

14. LIABILITY INSURANCE. Tenant, at its sole cost and expense, shall obtain and maintain a policy of comprehensive public liability insurance, including property damage, covering the Lease Premises and all use and occupancy thereof by Tenant in an amount of not less than \$500,000.00 blanket comprehensive liability limits and not less than \$50,000.00 property damage limits with a reputable insurance company or companies licensed to do business in the State of Colorado. Such insurance policy or policies shall be endorsed to name Owner as an additional insured and to state that the insuring company or companies will give not less than 10 days prior written notice to the Owner and Tenant of any cancellation or reduction of insurance under such policy or policies of insurance, together with all endorsements pertaining thereto. A copy of such policy of insurance, together with all endorsements pertaining thereto, shall be furnished to Owner on or before the commencement date of this Lease, together with any additional policies, endorsements or renewals as may be required during the term of this Lease.

15. LIABILITY AND INDEMNITY. Tenant agrees to hold harmless and to indemnify the Owner from all claims (including all costs, expenses, liabilities and reasonable attorneys' fees) arising or alleged to arise from any act or omission of Tenant or Tenant's employees, contractors, customers, invitees or agents, or arising from any injury or damage to any person, or the property of any person, occurring during the term of this Business Lease, and any renewal thereof, in or about the Lease Premises. Tenant agrees to use and occupy the Lease Premises at its own risk and hereby releases Owner, its agents and employees, from any claims for any damage or injury to the full extent permitted by law.

16. COMPLIANCE WITH LAWS AND REASONABLE USAGE. Tenant will comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Lease Premises and the business conducted therein by Tenant; will not engage in any activity which would cause Owner's fire and extended

coverage insurance to be cancelled or the rate therefore increased (or, at Owner's option, will pay any such increase); will not commit any act which is a nuisance or annoyance to the Owner, or which might, in the exclusive judgment of Owner, appreciably damage Owner's goodwill or reputation, or tend to injure or depreciate the Building; and will not commit or permit waste in the Lease Premises or Building.

17. ADDITIONS OR ALTERATIONS TO LEASE PREMISES.

1. Tenant may make no changes, alterations, additions or improvements to the Lease Premises without the prior written consent of Owner.

2. All costs, fees and expenses pertaining to any such change, alteration, addition, or improvement shall be paid by Tenant, including all permits and licenses required in connection therewith. Tenant will not permit any mechanic's lien or materialman's lien, or other liens, to be filed against the Lease Premises for any labor or material furnished in connection with such change, alteration, addition or improvement. Any changes, alterations, additions or improvements to the Lease Premises done with the written consent of the Owner shall remain upon the Lease Premises at the termination of the lease term.

3. Tenant may remove its trade fixtures, supplies and movable furniture and equipment not attached to the Lease Premises, not including any utility connections or services, provided: (1) such removal is made prior to the termination of the term of this Business Lease; (2) Tenant is not in default of any obligation or covenant under this Business Lease at the time of such removal; and (3) Tenant promptly repairs all damage caused by such removal. All other property, and specifically including all permanent fixtures of the Lease Premises and any alteration or addition to the Lease Premises (including wall-to-wall carpeting, paneling or other wall covering) and any other article attached or affixed to the floor, wall or ceiling of the Lease Premises shall become the property of Owner and shall remain upon and be surrendered with the Lease Premises as a part thereof at the termination of this Business Lease, Tenant hereby waiving all rights to any payment or compensation therefor.

18. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Business Lease, in whole or in part, nor sublet the Lease Premises in whole or in part, to any other person or entity, nor grant any right of possession therein, without the prior written consent of the Owner, which consent shall not be unreasonably withheld. A condition of the Owner's consent to the assignment of this Business Lease, through sale or otherwise, shall be that the assignee have the financial capabilities and business experience to assume this Business Lease and make the required rental payments. The Tenant shall not sublet any of the shop or office space for residential use after November 1, 2019.

19. OWNER'S TRANSFER OF INTEREST. Owner shall have the right to transfer, sell, convey or in any other manner dispose of its interest in the Lease Premises. Upon any such transfer, the Owner shall be relieved of any and all obligations hereunder to the Tenant and any successor or transferee of Owner shall take title to the property subject to this Business Lease and shall assume all of the obligations of the Owner hereunder.

20. ADVERTISING, SIGNS AND DISPLAYS. Tenant shall be allowed to place advertising signs or devices upon the Lease Premises under the following conditions:

1. Tenant shall be permitted to use any sign or advertising in the interior of the Lease Premises and on the interior of any window, so long as the same complies with the applicable ordinances of the City of Gunnison, Colorado.

2. Tenant may place a single outside sign or advertising device on the exterior or windows of the Lease Premises. The body of such sign shall be completed by Tenant at the Tenant's sole expense, and shall be subject to Owner's approval.

21. SUBORDINATION. This Business Lease may, at the option of the Owner, be made subordinate to any first mortgage or first deed of trust now or hereafter placed upon or affecting the Lease Premises and to all renewals, modifications, replacements or extensions hereof, subject to the provision that notwithstanding any default or foreclosure of such mortgage or deed of trust or the enforcement of any other rights and remedies including the right of sale thereunder, this Business Lease shall be recognized and shall remain in full force and effect during the term of this Business Lease so long as the Tenant is not in default of this Business Lease's provisions. Tenant shall, upon request by Owner, execute and deliver such instruments as may be reasonably necessary or convenient to evidence such subordination.

22. ACCESS BY OWNER. The Owner, its agents and employees, shall have access and the right to enter upon the Lease Premises, upon reasonable prior notice at any reasonable time, to examine the condition thereof or to make any repairs required to be made by Owner. Owner shall have the right to show the Lease Premises to any prospective purchaser or tenant and for any other purpose deemed reasonable by Owner.

23. DEFAULT BY TENANT. Any of the following events shall constitute an "event of default" by Tenant:

1. The failure to make the rental payments and/or monthly expense payments on the due date and to cure such failure within 10 days after written notice by the

Owner.

2.The filing of any case, petition, or answer by or against the Tenant under any provision of the Federal Bankruptcy Act.

3.Any petition or other proceedings by or against the Tenant for the appointment of a trustee, receiver or liquidator of the Tenant or of any of the Tenant's property.

4.Any attachment or execution levied upon the Tenant's property or interest under this Business Lease, if such attachment or execution remains outstanding for 30 days or more, unless the Tenant posts adequate surety or bond to guarantee the payment thereof.

5.Any failure in the performance or observance of the terms and provisions of this Business Lease and such failure shall continue for 10 days after written notice thereof by Owner to Tenant; provided, however, that if the nature of Tenant's failure is such that more than 10 days is reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within the 10 day period and thereafter diligently prosecute such cure to completion.

24. OWNER'S REMEDIES UPON TENANT'S DEFAULT. Upon any event of default by Tenant, the Owner shall have the following rights and remedies, in addition to any other remedy or right by law or in equity by reason of such event of default:

1.To terminate this Business Lease upon the Owner giving a 10 day written notice of termination to the Tenant that this Lease will immediately terminate at the end of such 10 day period, in which event the Tenant shall on the date set forth in the written notice surrender possession of the Lease Premises to the Owner and pay to the Owner all rental payments and other amounts payable by Tenant to Owner to the date of termination.

2.Upon the Owner giving to Tenant a 10 day written notice, to enter upon and take possession of the Lease Premises at the end of the notice period and remove Tenant and any other occupant therefrom, with or without having terminated this Business Lease and to alter and change any locks or other security devices at the Lease Premises. No such re-entry by the Owner shall be considered to be a forcible entry of the Lease Premises.

3.In the event the Owner elects to obtain possession of the Lease Premises without terminating this Business Lease, the Tenant shall be liable for and shall

pay to the Owner all rent and other amounts due to the date of such repossession, together with all rent required to be paid by the Tenant to the Owner during the remainder of the Lease term, less any amounts received by the Owner.

4. In the event the Owner elects to terminate this Business Lease by reason of default, Tenant shall be liable for and shall pay to Owner after the date of termination damages in an amount equal to the then present value of the rent for the remaining portion of the Lease term, (had this Business Lease not been terminated by Owner), less the then present value of the fair rental value of the Lease Premises for the remaining portion of the Lease term. In such case, Owner shall make reasonable efforts to re-lease the Lease Premises.

5. In addition, Tenant shall be liable for and shall pay to Owner any broker's fees or rental fees incurred by Owner in connection with the re-leasing of the Lease Premises, the costs of removing and storing Tenant's or other occupants' property from the Lease Premises, and all reasonable expenses incurred by Owner in enforcing the remedies of the Owner, including reasonable attorneys' fees.

25. **DEFAULT BY OWNER.** If the Owner shall be in default as to the performance of any covenant, agreement or obligation to be performed by Owner under the terms and provisions of this Business Lease, and such default shall continue for 10 days after written notice thereof by Tenant to Owner; provided, however, that in the case of a default beyond the Owner's reasonable control that cannot be cured within such 10 day period, the 10 day period shall be deemed extended if (1) immediately upon receipt of such notice, the Owner advises the Tenant of its intention to institute all actions necessary to cure such default, and (2) institutes all necessary action and with reasonable diligence prosecutes the completion of all actions necessary to cure such default; then the Tenant shall have the following rights and remedies:

1. To cure such default with the reasonable costs and expenses thereof to be paid by Owner.

2. To request of the Owner a partial abatement of rental payments which would represent the fair rental value of the property to the extent that the Owner's default substantially interferes with the Tenant's normal business operation, approval of which abatement the Owner shall not unreasonably withhold. Notwithstanding anything in this Lease to the contrary, the requested amount of any such abatement of rental payments shall be submitted in writing by the Tenant to the Owner for the Owner's reasonable approval before any abatement of rent is taken.

2.If any such default of Owner shall continue for more than 10 days and substantially interferes with the Tenant's use and occupancy of the Lease Premises, the Tenant may, without limiting any other remedies of the Tenant, immediately terminate this Business Lease.

3.Any amounts payable by Owner to Tenant pursuant to this paragraph shall be paid within 10 days after written demand therefor.

26. SURRENDER OF PREMISES. Tenant covenants and agrees that on the last date of this Business Lease or any renewal or extension hereof, it will quietly and peaceably leave and surrender the Lease Premises to Owner in as good condition as when received, ordinary wear and tear, repairs and replacements required to be made by Owner or alterations, additions and improvements excepted.

27.TAXES AND ASSESSMENTS. Owner shall pay all Real Estate Taxes levied on the Lease Premises during the term of the Lease. The Tenant will promptly pay as the same become due and payable, and will not allow the same to become delinquent, any and all assessments of any taxing entity assessed against the Lease Premises or any use of the Lease Premises, as follows:

1.The Tenant shall pay all personal property taxes levied on the personal property located upon the Leased Premises during the term of the Lease.

28. DESTRUCTION OF PREMISES. In the event that the Lease Premises or any part thereof shall be damaged as a result of fire, destruction, or other casualty or peril, the Owner shall have the exclusive right to terminate this Business Lease or to repair and replace the Lease Premises in as good a condition as it was prior to such damage. Such election shall be made by the Owner giving written notice to the Tenant within 20 days from the date of such damage. If an election is made to terminate this Business Lease, the Tenant shall immediately surrender the Lease Premises to Owner and shall pay the rental payments only to the date of the surrender of possession. If an election is made to repair the Lease Premises, the same shall be done within a reasonable period and during such period, the rental payments shall be reduced and adjusted to an amount that represents the fair and reasonable rental payment, as agreed by the parties, and as determined by the nature of the damages sustained to the Lease Premises and the extent the Tenant is deprived of the use of the Lease Premises, unless the damages are due to the negligence of the Tenant or its employees and agents, in which event there shall be no reduction or adjustment in the rental payments. In no event shall the reasonable period to make such repairs exceed six months in duration. The Tenant shall have the absolute right to terminate this Business Lease in the event of any damage to the Lease Premises that makes the same untenable for a period of time longer than six months. In such event, Tenant shall give the Owner written notice of its option to terminate this Business Lease within 20

days after such damage or destruction.

29. CONTINUANCE OF LEASE. If, after the expiration of this Business Lease the Tenant shall remain in possession of the Lease Premises and continues to pay rent without written agreement as to such tenancy, then the Tenant shall be deemed as a tenant from month to month at the rental payment in effect on the last month of this Business Lease. Such month-to-month tenancy shall not be deemed to extend the term or renew this Business Lease and the month to month tenancy may be terminated by either party giving written notice to the other of the termination at least 10 days prior to the commencement of the next month to month tenancy.

30. TENANT'S PROPERTY. All trade or business furniture and fixtures which may be placed in or upon the Lease Premises by the Tenant are to remain its sole and separate property and Tenant shall have the right to remove the same upon the termination of this Business Lease, or any extension hereof. Said right of removal shall be subject to the following express conditions:

1. Tenant shall not then be in default in the performance of any of the terms and conditions of this Business Lease.

2. That no personal property shall be removed which shall have become permanently affixed to the real property and/or which cannot be removed without causing damage or injury to the Building, unless the damage caused by such removal is repaired and the property restored in the same condition as it was prior to the installation thereof.

31. PARKING AREAS. It is understood and agreed that the Lease Premises do not include any designated parking area or parking spaces for the use of Tenant, its employees, business invitees or patrons. The parking area located at the rear of the Building (on the east side) is for Owner's exclusive use and enjoyment. Tenant, its employees, business invitees, and patrons may use any available parking spaces located in front of the Building (on the west side) or on the street.

32. CONDEMNATION. If all or any substantial portion of the Building shall be taken in condemnation or under a right of eminent domain, or be the subject of any proceedings for any such condemnation or right of eminent domain, the Tenant may, at its option, elect to terminate this Business Lease in its entirety by giving written notice to Owner, in which event this Business Lease shall terminate 20 days after the date of receipt of such notice by Owner. For the purposes of this paragraph, a "substantial portion" of the Lease Premises shall be deemed to include the taking of such portion of the Lease Premises that the Lease Premises have a net reduction of gross floor area of more than ten percent. In the event of any condemnation or eminent domain proceedings, the Tenant shall have the separate right to submit a proof of claim

or may make a claim for damages as to any damages suffered by Tenant as a result thereof.

33. NON-WAIVER OF REMEDY. The waiver by the Owner or the Tenant of any breach or default of any term, covenant or condition of this Business Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition of this Business Lease.

34. NOTICES. All notices and other communications required or permitted under this Business Lease shall be in writing and shall be, as determined by the person giving such notice, either hand delivered; mailed by registered or certified mail, return receipt requested; delivered by overnight delivery service such as Federal Express or United Parcel Service; or by telecopier or telegraphic transmission. Service of such notice shall be deemed given and received when personally delivered, or 3 business days after mailing properly addressed with postage prepaid, or the day sent by telecopier or telegraphic transmission, or the day following the delivery to an overnight delivery service with delivery charges prepaid. All notices shall be given to the required party at the following address:

OWNER:	CHRISTIAN GREEN 200 Tomichi Trail Gunnison, CO 81230
TENANT:	Gunnison Funeral Services

Any party may change its address by giving written notice of a change of address to the other party in the manner above provided.

35. ENTIRE AGREEMENT. This written Business Lease contains the entire and only agreement between Owner and Tenant, and no oral statement or representations not contained in this Business Lease shall be of any force and effect between said parties. This Business Lease shall not be modified or amended in any manner except by written instrument by the parties.

36. APPLICABLE LAW. This Business Lease is executed in Gunnison County, Colorado, and shall be interpreted, construed and governed by the laws of the State of Colorado.

37. JURISDICTION AND VENUE. This Business Lease is entered into in the County of Gunnison and State of Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Business Lease shall be in the District Court of Gunnison County, Colorado.

38. ATTORNEYS' FEES. It is agreed that if any action is brought in a court of law by either party to this Business Lease as to the enforcement, interpretation or construction of this Business Lease, or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action.

39. INTEREST AND LATE CHARGES. Tenant covenants and agrees that all sums to be paid under this Lease ("Payment Obligation"), if not paid when due, regardless of whether Owner provides Tenant any notice of such delinquent payment, shall bear interest at the rate of 3.0% per month from the date due until the date that the same is paid in full. In addition, if Tenant fails to pay any Payment Obligation on or before its due date, and to cure such failure within 10 days after written notice by the Owner, Owner will impose a late charge in the amount of ten percent (10%) of the sum due, which late charge is immediately due upon the expiration of said ten day period, and which shall bear interest retroactively from the due date of the Payment Obligation until it is paid in full. The purpose of this late charge is to defray the expense incident to the handling of delinquent payments. The ten day period referenced herein is not a grace period; any payment not received when due is in default.

40. BINDING AGREEMENT. It is understood and agreed that this Business Lease shall be binding upon the heirs, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, this Business Lease is executed the day first above written.

OWNER

CHRISTIAN M. GREEN

By: Christian Green
Christian Green, Manager

Date: MARCH 29, 2024

TENANT

PLC-CO Assets, LLC d/b/a 
Gunnison Funeral Services

DocuSigned by:
Daren Forbes
B6409DCFEED444D...
~~Gunnison Funeral Services~~
Daren Forbes, RVP-West

Date: 5/31/2024

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Rotary Club of Crested Butte; J

Action Requested: County Manager Signature

Parties to the Agreement: Crested Butte Rotary Club

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Grant application for Choice Pass youth programming.

Fiscal Impact:

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/30/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/30/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/30/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025



ROTARY CLUB OF CRESTED BUTTE

Legal Name of Organization:

Gunnison County

Address: 200 E. Virginia Ave,

Gunnison, CO 81230

Authorized Contact Person: Jordan Selk-Johnson

Title: Prevention Program Coordinator

Phone: 970-641-7612

Email: jjohnson@gunnisoncounty.org

Mission or Purpose of Organization:

The Choice Pass is a celebration of healthy choices and it is an opportunity for all 6th through 12th grade youth. Students make a commit to stay substance use free and make healthy choices for themselves throughout the year. In return, they earn 'perks' from multiple local businesses in Gunnison and Crested Butte. The biggest 'perks' being with our Key Partners, that offer them HUGE discounts on membership passes such as a discounted ski pass to Crested Butte Mountain Resort. The Gunnison Valley community supports all youth in the Choice Pass Program by offering these great rewards for committing to a healthy lifestyle and making good choices.

Proposed Use of the Grant Funding:

Choice Pass partners with local professions to offer local 6th-12th graders numerous programs annually. All youth, regardless of whether they are in Choice Pass or not, are welcome to join their peers in pro-social, healthy activities including (but not limited to) outdoor youth leadership, middle school climbing club, Wilderness First Aid, avalanche safety, backcountry skiing, and pottery classes. Funds will be used for programming and to subsidize the costs of programs for families to make it financially more accessible.

In Choice Pass's 15+ years of existence, numerous grants from all levels- local to federal- have supported aspects of the program. Recently, there have been shifts from direct programming. Choice Pass is a unique program found only in the Gunnison Valley that not only positively incentivizes youth to stay substance free with over 60 local business discounts, but it also provides youth with healthy opportunities through programming. Programming gives youth a safe place to be, to build community and meet new peers, and to grow as they challenge themselves, ultimately to be healthy and fulfilled! Funding ensures affordable pro-social activities for the healthy development of our youth.

Application For Community Grants

Expected benefits and measures of success:

Research shows that youth who engage in pro-social activities develop sense of belonging, community, inter and intra- personal skills, and are less likely to engage in high-risk behaviors such as substance use and violence. Choice Pass's programs are purposefully designed to enrich the lives of youth.

There are numerous ways to measure success. Choice Pass will count the number of youth who engage in programming. Additionally, because of our strong partnership with Gunnison Watershed School District, we can measure the number of students who earn high school credit. Also, Choice Pass can measure success by the number of partnerships that are created and strengthened through Choice Pass programming.

Choice Pass programs are created and executed collaboratively with community partnerships. Choice Pass diversifies the professional entities and businesses we partner with; this is impactful for two reasons: 1. Multiple trusted adults become accessible to our youth for personal and communal growth and 2. Funds are spent at multiple local entities, which benefits the local economy. Furthermore, we have a valued partnership with Gunnison Watershed School District; Choice Pass programs that offer 16+ hours of skills can now be used for high school credit benefitting students academically, in addition to interpersonal skills.

AMOUNT REQUESTED:

Total Cost of Project: \$39,700

Numbers Served by Project: 180 youth

Does the organization have paid staff? Explain.

Yes, Choice Pass is coordinated by Jordan Selk-Johnson. Other members of the GCSAPP (Gunnison County Substance Abuse Prevention Project) often facilitate.

Does the organization receive government funding? Explain.

Yes- historically, funding for Choice Pass comes from several funding streams. Choice Pass is seeking to diversify funding and secure it from more local sources. Having local sources support a local prevention effort for local kids benefits the entire community.

Identify other sources of funds and amounts.

Daniel's Fund - \$8,000 (programming – reapplying in September of 2025)

El Pomar - \$3,000 - (programming – reapplying in December of 2025)

Town of Crested Butte - \$3,000 - (programming – reapplying in September of 2025)

Communities That Care - \$10,400 (staffing)

Colorado Department of Transit - \$5,200 (staffing)

State Tobacco Education Prevention Partnership - \$5,200 (staffing)

Total - \$34, 800

Requesting from Rotary – \$5,000

Application For Community Grants

If awarded any funding by Rotary, how will you announce, advertise or otherwise publicly recognize Rotary's contribution?

Choice Pass will proudly recognize the Rotary's contribution by adding its logo to our marketing for the programs, monthly newsletters, pre movie show, on website and at Choice Pass sign up nights.

Please provide a copy of current operating and/or project budget.

I certify that the information provided in this Grant Application is accurate.

Signature of Contact Person



Date 4/29/2025

Signature of Board Representative

Date _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Representative Hurd; Brush Cree

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The FY26 Community Project Funding (CPF) Request Letter of Support to Representative Jeff Hurd's office reflects the Congressionally Directed Spending request submitted for the Brush Creek Intersection. The request amount is for the remaining funding need for the intersection to reduce the

Fiscal Impact:

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025



Gunnison County Board of County Commissioners

Phone: (970) 641-0248

Email: bocc@gunnisoncounty.org

Website: www.GunnisonCounty.org

May 6, 2025

The Honorable Representative Jeff Hurd
3rd District of Colorado
743 Horizon Court, Suite 112
Grand Junction, CO 81506

RE: Letter of Support for Brush Creek Intersection Improvements – Community Project Funding Request

Dear Jeff Hurd:

On behalf of the Gunnison County Board of County Commissioners, I am writing to express our strong support for the application for federal appropriations to fund critical safety and mobility improvements at the intersection of Brush Creek Road and Colorado Highway 135 near Crested Butte.

This intersection serves as a vital connection point for the Upper Gunnison Valley, providing access to for the Town of Crested Butte, Mt. Crested Butte, and Crested Butte South, the Brush Creek corridor, the City of Gunnison, and the broader regional transportation network. The location experiences significant traffic volumes throughout the year, particularly during peak tourism seasons, and has long been identified as a high-priority location for safety enhancements due to congestion, limited sight distances, and increased risk of collisions.

Intersection improvements at this location also enhance transportation access and resiliency in the face of growing demand. These upgrades are aligned with local and state transportation plans and have broad community support, including from the Colorado Department of Transportation (CDOT), local municipalities, and transit stakeholders.

Federal appropriations for this project would provide a critical investment in public safety, economic vitality, and long-term infrastructure resilience for Gunnison County. We urge your favorable consideration of this funding request and are committed to supporting the project through all stages of planning and implementation. Thank you for your attention to this important matter.

Sincerely,

Gunnison County Board of Commissioners

Laura Puckett Daniels, Chairperson

Jonathan Houck, Commissioner

Liz Smith, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Standard Design-Build Agreement and General Condit

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Design-build contract to replace the landfill shop. Contract commits to design with a GMP amendment required before construction is approved.

Fiscal Impact: 137971

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/30/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 5/2/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/2/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 5/2/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025



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ConsensusDocs® 410
STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND DESIGN-BUILDER (Cost of the Work Plus a Fee with a GMP)



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CONTENT SECURE ID: 3BEADFB1-69A7
CONTENT SECURE ID: 56C0A2D1-E4AE

ConsensusDocs® 410

STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER (Cost of the Work Plus a Fee with a GMP)

TABLE OF ARTICLES

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ARTICLE 1 AGREEMENT

Job Number: [_____]

Account Code: [_____]

This Agreement is made this 28 day of April in the year 2025, by

and between Owner Gunnison County

and Design-Builder Adena Corporation

Tax identification number (TIN) 34-1376430

Contractor licensing number, if applicable Gunnison County BC-23-00106

Design Professional licensing number in the state of the Project [_____]

for services in connection with the following

PROJECT: Landfill Equipment Storage Building

ARTICLE 2 GENERAL PROVISIONS

2.1 TEAM RELATIONSHIP Each Party agrees to act on the basis of good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, including consideration of design modifications and alternative materials or equipment that will permit the Work to be constructed within the Guaranteed Maximum Price ("GMP") and, if established, by the Dates of Substantial Completion and Final Completion.

2.1.1 Because the parties stipulate and agree that Design-Builder is an independent contractor and not an agent, employee or representative of Owner, neither Design-Builder nor any of its agents or employees shall act on behalf of or in the name of Owner.



2.2 ETHICS Consistent with Colorado law, including but not limited to C.R.S. § 24-18-101 *et seq.*, each Party shall avoid conflicts of interest and promptly disclose to the other Party any conflicts of interest. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, Design Professional, Subcontractors, Subsubcontractors, Suppliers, or Others, to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Design-Builder shall furnish architectural and engineering services ("Services") by Design-Builder's licensed employees or procure such services from a licensed, independent design professional retained by Design-Builder. The person or entity providing these Services shall be referred to as Design Professional. If Design Professional is an independent design professional, the Services shall be procured pursuant to a ConsensusDocs 420 Standard Agreement Between Design-Builder and Design Professional or a similar separate agreement.

2.3.1 STANDARD OF CARE Design-Builder shall furnish or provide the Services necessary to design the Project in accordance with Owner's requirements, as outlined in Owner's Program and other relevant data defining the Project. The Services shall be performed in accordance with the standard of professional skill and care required for a Project of similar size, scope, location, and complexity, during the time in which the Services are provided.

2.4 DEFINITIONS

2.4.1 "Agreement" means this ConsensusDocs 410 Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Cost of the Work Plus a Fee with a GMP), as modified, amendments, exhibits, addenda, and attachments made part of this agreement upon its execution. The following exhibits are made part of this agreement:

Exhibit A: Schedule Approach, Project Phases & Milestones, Design Phase Budget, Notes, 2 pages.

Exhibit B: Basis of Design/Owner's Program, 2 pages.

2.4.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.4.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating a change in the scope of the Work, Cost of the Work, or Contract Time, including substitutions proposed by Design-Builder and accepted by Owner.

2.4.4 "Construction Schedule" is the document prepared by Design-Builder that specifies the dates on which Design-Builder plans to begin and complete various parts of the construction phase services Work, and the Project, including dates on which information and approvals are required from Owner.

2.4.5 The "Contract Documents" consist of those documents identified in §15.1.

2.4.6 The "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion.

2.4.7 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.4.8 "Day" means calendar day.

2.4.9 "Date of Commencement" is as provided for in §6.1



2.4.10 "Design-Builder's Fee" means the compensation paid to Design-Builder for salaries and other mandatory or customary compensation of Design-Builder's employees at its principal and branch offices except employees listed in §8.2, general and administrative expenses of Design-Builder's principal and branch offices other than the field office, and Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the Work, and profit.

2.4.11 "Defective Work" is any portion of the Work that does not conform to the requirements of the Contract Documents.

2.4.12 "Final Completion" occurs on the date when Design-Builder's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. Final Completion shall also mean "final settlement" as that term is used in CRS § 38-26-107, to the extent that this statute applies to this Agreement.

2.4.13 A Hazardous Material is any substance or material identified now or in the future as hazardous under any Laws or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or clean-up.

2.4.14 "Interim Directive" is any written order containing Work instructions that is signed by Owner after execution of this Agreement and prior to Substantial Completion of the Work directed by Owner pursuant to §9.3. An Interim Directive may or may not cause adjustment to Cost of the Work, GMP, or Contract Time.

2.4.15 "Law" means a federal, state, or local law, ordinance, code, rule, or regulation applicable to the Work with which Design-Builder must comply that is enacted as of the Agreement date.

2.4.16 "Others" means Owner's other: (a) contractors/constructors/design-builders, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any of them or for whose acts any of them may be liable.

2.4.17 "Overhead" shall mean (a) payroll costs and other compensation of Design-Builder's employees in Design-Builder's principal and branch offices; (b) general and administrative expenses of Design-Builder's principal and branch offices including charges against Design-Builder for delinquent payments; and (c) Design-Builder's capital expenses, including interest on capital used for the Work.

2.4.18 "Owner" is the person or entity identified in ARTICLE 1, and includes Owner's Representative.

2.4.19 "Owner's Program" is an initial description of Owner's objectives that may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

2.4.20 The "Parties" are collectively Owner and Design-Builder. Design-Builder shall include "contractor" as defined in CRS § 38-26-101 to the extent that Article 26 of the Colorado Revised Statutes applies to this Agreement.

2.4.21 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by Owner or Others.



2.4.22 "Project Schedule" is a schedule that shows the timing and sequencing of the design and construction required to meet the time criteria set forth in Owner's Program. The Project includes the Construction Schedule and is coordinated with design phase service activities.

2.4.23 A "Subcontractor" is a person or entity retained by Design-Builder as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a portion of the Work. The term Subcontractor does not include Design Professional or any separate contractor employed by Owner or any separate contractor's subcontractors.

2.4.24 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Design-Builder's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.4.25 "Subsubcontractor" is a party or entity who has an agreement with a Subcontractor or another Subsubcontractor or Supplier to perform any portion of the Work or to supply material or equipment.

2.4.26 A "Supplier" is a person or entity retained by Design-Builder to provide material or equipment for the Work.

2.4.27 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.28 The "Work" means the design phase services procured or furnished in accordance with §3.13.1, the GMP Proposal provided in accordance with §3.2, the Construction Phase services provided in accordance with §3.3, Additional Services upon the request of Owner provided in §3.11 ("Additional Services"), and other labor, material, supplies, or services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.4.29 "Worksite" means the area of the Project location identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Work consistent with Owner's Program, as such Program may be modified by Owner during the course of the Work. Design-Builder shall use its diligent efforts to perform the Work in an expeditious manner, but does not warrant nor guarantee schedules and estimates other than those that are part of the GMP Proposal described in §3.2.1. Design-Builder represents that it is an independent contractor and that it is familiar with the type of Work required by this Agreement.

The Parties may establish a fast-track approach to the design and construction services necessary to complete the Project. Such agreement establishing a fast-track approach and the Project Schedule, shall be included as an exhibit to this Agreement. In the absence of such agreement, the Parties shall proceed in accordance with §3.1 and §3.3 below.



3.1 DESIGN PHASE SERVICES

3.1.1 PRELIMINARY EVALUATION Design-Builder shall review Owner's Program to ascertain the requirements of the Project and shall verify such requirements with Owner. Design-Builder's review shall also provide to Owner a "Preliminary Evaluation" of the site with regard to access, traffic, drainage, parking, building placement, and other considerations affecting the building, the environment, and energy use, as well as information regarding Laws and requirements. Design-Builder shall also propose alternative architectural, civil, structural, mechanical, electrical, and other systems for review by Owner, to determine the most desirable approach on the basis of cost, technology, quality, and speed of delivery. Design-Builder will also review existing test reports but will not undertake any independent testing nor be required to furnish types of information derived from such testing in its Preliminary Evaluation. Based upon its review and verification of Owner's Program and other relevant information, Design-Builder shall provide a Preliminary Evaluation of the Project's feasibility for Owner's acceptance. Design-Builder's Preliminary Evaluation shall specifically identify any deviations from Owner's Program.

3.1.2 PRELIMINARY SCHEDULE Design-Builder shall prepare a preliminary Project Schedule. Owner shall provide written approval of milestone dates established in the preliminary Schedule of the Work. The Project Schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. If an update indicates that a previously approved Project Schedule will not be met, Design-Builder shall recommend corrective action to Owner in writing.

3.1.3 PRELIMINARY ESTIMATE When sufficient Project information has been identified, Design-Builder shall prepare for Owner's acceptance a preliminary estimate utilizing area, volume, or similar conceptual estimating techniques. The estimate shall be updated periodically with the level of detail for each estimate update reflecting the information then available. If the preliminary estimate or any update exceeds Owner's budget, Design-Builder shall make recommendations to Owner.

3.1.4 SCHEMATIC DESIGN DOCUMENTS Design-Builder shall submit for Owner's written approval Schematic Design Documents, based on the agreed upon Preliminary Evaluation. "Schematic Design Documents" shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite. One set of these documents shall be furnished to Owner. When Design-Builder submits the Schematic Design Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from Design-Builder's Preliminary Evaluation, preliminary Project Schedule, and estimate. Design-Builder shall update the preliminary Project Schedule and estimate based on the Schematic Design Documents.

3.1.5 PLANNING PERMITS Design-Builder shall obtain and Owner shall pay for all planning permits necessary for the construction of the Project.

3.1.6 DESIGN DEVELOPMENT DOCUMENTS Design-Builder shall submit for Owner's written approval Design Development Documents based on the approved Schematic Design Documents. The Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. One set of these documents shall be furnished to Owner. When Design-Builder submits the Design Development Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the Schematic Design Documents. Design-Builder shall update the Project Schedule and estimate based on the Design Development Documents.



3.1.7 CONSTRUCTION DOCUMENTS Design-Builder shall submit for Owner's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon Laws at the time of their preparation. When Design-Builder submits the Construction Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to Owner prior to commencement of construction. If a GMP has not been established, Design-Builder shall prepare a further update of the Project Schedule and estimate based on the Construction Documents.

3.1.8 OWNERSHIP OF DOCUMENTS

3.1.8.1 OWNERSHIP OF TANGIBLE DOCUMENTS Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data (including in its native format such as Autocad), and information ("Documents") prepared, provided, or procured by Design-Builder, its Design Professional, Subcontractors, or consultants and distributed to Owner for this Project, upon the making of final payment to Design-Builder or, in the event of termination under ARTICLE 12, upon payment for all sums due to Design-Builder pursuant to ARTICLE 12. Owner's acquisition of the copyright shall be subject to Owner's making of all payments required by this Agreement.

3.1.8.2 COPYRIGHT The Parties agree that Owner shall/ shall not obtain ownership of the copyright of all Documents. Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by the subsection above and the payment of the fee reflecting the agreed value of the copyright set forth below:

If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with Design-Builder.

3.1.8.3 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 12, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under this section, provided Owner is making all payments required by this Agreement.

3.1.8.4 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite. Owner's use of the Documents without Design-Builder's involvement or on other projects is at Owner's sole risk, except for Design-Builder's indemnification obligations, and Owner shall indemnify and hold harmless Design-Builder, its Design Professional, Subcontractors, and consultants, and the agents, officers, directors, and employees of each of them, from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from such any prohibited use.

3.1.8.5 DESIGN-BUILDER'S USE OF DOCUMENTS Where Design-Builder has transferred its copyright interest in the Documents under §3.1.8, Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.



3.1.8.6 Design-Builder shall obtain from its Design Professional, Subcontractors, and consultants rights and rights of use that correspond to the rights given by Design-Builder to Owner in this Agreement, and Design-Builder shall provide evidence that such rights have been secured.

3.2 GUARANTEED MAXIMUM PRICE ("GMP")

3.2.1 GMP PROPOSAL At such time as Owner and Design-Builder jointly agree, Design-Builder shall submit a GMP Proposal in a format acceptable to Owner. Unless the Parties mutually agree otherwise, the GMP shall be the sum of the estimated Cost of the Work as defined in ARTICLE 8 and Design-Builder's Fee as defined in ARTICLE 7. The GMP is subject to modification as provided in ARTICLE 9. Design-Builder does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

3.2.1.1 If the Design-Build Documents are not complete at the time the GMP Proposal is submitted to Owner, Design-Builder shall provide in the GMP for further development of the Design-Build Documents consistent with Owner's Program. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

3.2.2 BASIS OF GUARANTEED MAXIMUM PRICE Design-Builder shall include with the GMP Proposal a written statement of its basis, which shall include:

3.2.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.2.2.2 a list of allowances and a statement of their basis;

3.2.2.3 a list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.2.2.4 the Date of Substantial Completion and the Date of Final Completion upon which the proposed GMP is based, and the Construction Schedule upon which the Date of Substantial Completion and the Date of Final Completion is based; (a) a schedule of applicable alternate prices; (b) schedule of applicable unit prices; (c) a statement of Additional Services included, if any; (d) the time limit for acceptance of the GMP Proposal; (e) Design-Builder's contingency as provided in §3.2.7; (f) a statement of any work to be self-performed by Design-Builder; and (g) a statement identifying all patented or copyrighted materials, methods, or systems selected by Design-Builder and incorporated in the Work that are likely to require the payment of royalties or license fees.

3.2.3 REVIEW AND ADJUSTMENT TO GMP PROPOSAL Design-Builder shall meet with Owner to review the GMP Proposal. If Owner has any comments relative to the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design-Builder, who shall make appropriate adjustments to the GMP, its basis, or both.

3.2.4 ACCEPTANCE OF GMP PROPOSAL Upon acceptance by Owner of the GMP Proposal, the GMP and its basis shall be set forth in Amendment 1.



3.2.5 FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies Design-Builder, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

3.2.5.1 request modifications to the GMP Proposal. If such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted in accordance with §3.2.4;

3.2.5.2 direct Design-Builder to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.2.5.3 terminate the Agreement for convenience. The Parties may establish a Date of Substantial Completion and a Date of Final Completion.

3.2.6 PRE-GMP WORK Prior to Owner's acceptance of the GMP Proposal, Design-Builder shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

3.2.7 DESIGN-BUILDER'S CONTINGENCY The GMP Proposal will contain, as part of the estimated Cost of the Work, Design-Builder's Contingency, a sum mutually agreed upon and monitored by Design-Builder and Owner to cover costs which are properly reimbursable as a Cost of the Work but are not the basis for a Change Order. Design-Builder's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the GMP. Design-Builder shall provide Owner with a monthly accounting of charges against Design-Builder's Contingency, if applicable, with each application for payment.

3.3 CONSTRUCTION PHASE SERVICES

3.3.1 The Construction Phase will commence upon the issuance by Owner of a written notice to proceed with construction. If construction commences prior to execution of Amendment 1, Design-Builder shall prepare for Owner's written approval a list of the documents that are applicable to the part of the Work which Owner has authorized, which list shall be included in Owner's written notice to proceed.

3.3.2 In order to complete the Work, Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, labor, materials, tools, and subcontracted items.

3.3.3 COMPLIANCE WITH LAWS Design-Builder shall comply with all Laws at its own costs. Design-Builder shall be liable to Owner for all loss, cost, and expense, attributable to any acts or omissions by Design-Builder, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures.

3.3.3.1 CHANGES IN LAW The GMP, Design-Builder's Fee, and Contract Time shall be equitably adjusted by Change Order pursuant to ARTICLE 9 for additional costs and time resulting from any changes in Laws, including increased taxes, which were enacted after the date of this Agreement, or in the case of the GMP, after the date of an accepted GMP Proposal.

3.3.4 Design-Builder shall obtain and Owner shall pay for the building permits necessary for the construction of the Project.



3.3.5 Design-Builder shall provide periodic written reports to Owner on the progress of the Work in such detail as is reasonably agreed to by the Parties.

3.3.6 Design-Builder shall develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to Owner at mutually agreeable intervals.

3.3.7 Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.3.8 Design-Builder shall prepare and submit to Owner either:

- final marked-up as-built drawings, or
- updated electronic data
- such documentation as defined by the Parties by attachment to this Agreement, in general documenting how the various elements of the Work were actually constructed or installed.

3.4 CONSTRUCTION SCHEDULE Design-Builder shall prepare and submit a Construction Schedule for Owner's acceptance and written approval. This schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from Owner. The Construction Schedule shall be revised on a monthly basis or as mutually agreed by the Parties.

3.5 SAFETY OF PERSONS AND PROPERTY

3.5.1 SAFETY PRECAUTIONS AND PROGRAMS Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

3.5.2 Design-Builder shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect:

3.5.2.1 its employees and other persons at the Worksite;

3.5.2.2 materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and

3.5.2.3 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.5.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE Design-Builder shall designate an individual at the Worksite in the employ of Design-Builder who shall act as Design-Builder's designated safety representative with a duty to prevent accidents. Unless otherwise identified by Design-Builder in writing to Owner, the designated safety representative shall be Design-Builder's project



superintendent. Design-Builder will report promptly in writing all recordable accidents and injuries occurring at the Worksite to Owner. When Design-Builder is required to file an accident report with a public authority, Design-Builder shall furnish a copy of the report to Owner.

3.5.4 Design-Builder shall provide Owner with copies of all notices required of Design-Builder by Law. Design-Builder's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

3.5.5 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Design-Builder's safety program, may require Design-Builder to stop performance of the Work or take corrective measures satisfactory to Owner, or both. If Design-Builder does not adopt corrective measures, Owner may perform them and reduce by the costs of the corrective measures the amount of the GMP, or in the absence of a GMP, the Cost of the Work as provided in ARTICLE 8. Design-Builder agrees to make no claim for damages, for an increase in the GMP, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion based on Design-Builder's compliance with Owner's reasonable request.

3.5.6 Except as provided below, Design-Builder shall promptly remedy damage or loss which arises from the Work to the extent caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, or anyone for whose acts Design-Builder may be liable. Design-Builder is not required to remedy such damage or loss that: (a) is under the protection of property insurance, when such insurance is required to be maintained by Owner, or (b) is attributable to acts or omissions of Owner or anyone for whose acts Owner may be liable.

3.6 EMERGENCIES In any emergency affecting the safety of persons or property, Design-Builder shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, on account of emergency work shall be determined as provided for in ARTICLE 9.

3.7 HAZARDOUS MATERIALS

3.7.1 Design-Builder shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate governmental agency, so long as the introduction of such Hazardous Material at the Worksite was not due to any action or inaction by Design-Builder.

3.7.2 If, after commencing the Work, Hazardous Material is discovered at the Project, Design-Builder shall be entitled to immediately stop Work in the affected area. Design-Builder shall promptly report the condition to Owner and, if required, the governmental agency with jurisdiction.

3.7.3 Design-Builder shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.7.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.



3.7.5 If Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material discovered at the Worksite, Design-Builder shall be entitled to an equitable adjustment in the GMP, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion.

3.7.6 To the extent permitted under §6.5 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, its Subcontractors, Suppliers, and Sub-subcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Design-Builder, its Subcontractors, and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.7.7 MATERIALS BROUGHT TO THE SITE

3.7.7.1 Whether obtained by Design-Builder, Subcontractors, Owner, or Others, Design-Builder is responsible to make Safety Data Sheets ("SDS") pertaining to materials or substances used or consumed in the performance of the Work available to Owner and Subcontractors.

3.7.7.2 Design-Builder shall be responsible for the proper handling, application, storage, removal, and disposal of all materials brought to the Worksite by Design-Builder. Upon the issuance of the certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Design-Builder if such materials or substances are required by the Contract Documents.

3.7.7.3 To the extent caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, its agents, officers, directors, and employees, Design-Builder shall defend, indemnify, and hold harmless Owner, its agents, officers, directors, and employees, from and against any and all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses arising out of or relating to the delivery, handling, application, storage, removal, and disposal of materials and substances brought to the Worksite by Design-Builder.

3.7.8 §3.7 shall survive the completion of the Work or Agreement termination.

3.8 WARRANTY

3.8.1 Design-Builder warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the Date of Substantial Completion of the Work or of a designated portion.

3.8.2 Design-Builder shall correct installation defects on Owner-furnished and Design-Builder-installed materials and equipment during the correction period provided in §3.9 Except as provided above and to the extent products, equipment, systems, or materials incorporated into the Work are furnished by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. To the extent products, equipment, systems, or materials incorporated in the Work are specified by Owner but purchased by Design-Builder and are inconsistent with selection criteria that otherwise would have been followed by Design-Builder, Design-Builder shall assist Owner in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF



MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.8.3 Design-Builder shall secure required certificates of inspection, testing, or approval and deliver them to Owner.

3.8.4 Design-Builder shall collect all written warranties and equipment manuals and deliver them to Owner in a format directed by Owner.

3.8.5 With the assistance of Owner's maintenance personnel, Design-Builder shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

3.9 CORRECTION OF WORK WITHIN ONE YEAR

3.9.1 Before Substantial Completion and within one year after the date of Substantial Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, if any Defective Work is found, Owner shall promptly notify Design-Builder in writing. Unless Owner provides written acceptance of the condition, Design-Builder shall promptly correct the Defective Work at its own cost and time and bear the expense of Additional Services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Design-Builder or give Design-Builder an opportunity to test or correct Defective Work as reasonably requested by Design-Builder, Owner waives Design-Builder's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.9.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of Work is complete. Correction periods shall not be extended by corrective work performed by Design-Builder.

3.9.3 If Design-Builder fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Design-Builder. If payments then or thereafter due Design-Builder are not sufficient to cover such amounts, Design-Builder shall pay the difference to Owner.

3.9.4 Design-Builder's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Design-Builder and allow Design-Builder an opportunity to correct the Work if Design-Builder elects to do so. If Design-Builder elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Design-Builder does not elect to correct the Work, Owner may have the Work corrected by itself or others, and, if Owner intends to seek recovery of those costs from Design-Builder, Owner shall promptly provide Design-Builder with an accounting of the actual correction costs.

3.9.5 If Design-Builder's correction or removal of Defective Work causes damage or destruction to other completed or partially completed Work or existing buildings, Design-Builder shall be responsible for such damage or destruction costs.



3.9.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Design-Builder's other obligations under the Contract Documents.

3.9.7 Before final payment, at Owner's option and with Design-Builder's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such case, the Cost of the Work and GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.10 CONFIDENTIALITY To the extent permitted by law, including but not limited to the Colorado Open Records Act, C.R.S. §. 24-72-201 *et seq.*, Design-Builder shall treat as confidential and not disclose to third-persons, nor use for its own benefit any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Design-Builder or which Design-Builder may acquire in performing the Work. To the extent necessary to perform the Work, Design-Builder's confidentiality obligations do not apply to disclosures to Subcontractors, Subsubcontractors, and Suppliers. To the extent permitted by law, including but not limited to the Colorado Open Records Act, C.R.S. §. 24-72-201 *et seq.*, Owner shall treat as confidential information all of Design-Builder's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. To the extent permitted by law, including but not limited to the Colorado Open Records Act, C.R.S. §. 24-72-201 *et seq.*, and except for information that Owner obtains through ownership of the copyright, Owner shall treat as confidential information all design systems that may be disclosed to Owner in connection with the performance of this Agreement. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

3.11 ADDITIONAL SERVICES Design-Builder shall provide or procure the following additional services upon the request of Owner. A written agreement between Owner and Design-Builder shall define the extent of such Additional Services before they are performed by Design-Builder. If a GMP has been established for the Work or any portion of the Work, such Additional Services shall be considered a Change in the Work, unless they are specifically included in the statement of the basis of the GMP as set forth in Amendment 1.

3.11.1 Assisting in developing Owner's Program and Project budget, investigating sources of financing, general business planning, and other information and documentation as may be required to establish the feasibility of the Project.

3.11.2 Consultations, negotiations, and documentation supporting the procurement of Project financing.

3.11.3 Surveys, site evaluations, legal descriptions, and aerial photographs.

3.11.4 Appraisals of existing equipment, existing properties, new equipment, and developed properties.

3.11.5 Soils, subsurface, and environmental studies, reports, and investigations required for submission to governmental authorities or others having jurisdiction over the Project.

3.11.6 Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits.



3.11.7 Investigation or making measured drawings of existing conditions or the reasonably required verification of Owner-provided drawings and information.

3.11.8 Artistic renderings, models, and mockups of the Project or any part of the Project or the Work.

3.11.9 Inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the Project.

3.11.10 Interior design and related services, including procurement and placement of furniture, furnishings, artwork, and decorations.

3.11.11 Making revisions to the Schematic Design, Design Development, Construction Documents, or documents forming the basis of the GMP after they have been approved by Owner, and which are due to causes beyond the control of Design-Builder. Causes beyond the control of Design-Builder do not include acts or omissions on the part of Subcontractors, Suppliers, Subsubcontractors, or Design Professional.

3.11.12 Design, coordination, management, expediting, and other services supporting the procurement of materials to be obtained, or work to be performed, by Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems, and other specialty systems which are not a part of the Work.

3.11.13 Estimates, proposals, appraisals, consultations, negotiations, and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of Design-Builder.

3.11.14 The premium portion of overtime work ordered by Owner, including productivity impact costs, other than that required by Design-Builder to maintain the Construction Schedule.

3.11.15 Out-of-town travel by Design Professional in connection with the Work, except between Design Professional's office, Design-Builder's office, Owner's office, and the Worksite.

3.11.16 Obtaining service contractors and training maintenance personnel, assisting and consulting in the use of systems and equipment after the initial start-up.

3.11.17 Services for tenant or rental spaces not required by this Agreement.

3.11.18 Services requested by Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.

3.11.19 Except when Design Professional is a party to the proceeding, serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.

3.11.20 Document reproduction exceeding the limits provided for in this Agreement.

3.11.21 Providing services relating to Hazardous Material discovered at the Worksite.

3.11.22 Acting as a Green Building Facilitator as identified in the ConsensusDocs 310 Green Building Addendum or separate addenda, which, at a minimum, shall include: (a) coordinating and facilitating the achievement of elected green measures and green status, such as achieving



Leadership in Energy and Environmental Design "LEED" certification; (b) identifying, preparing, and submitting necessary documentation for elected green status; and (c) identifying project participants responsible to complete physical and procedural green measures;

3.11.23 Performing formal commissioning services; and

3.11.24 Other services as agreed to by the Parties and identified in an attached exhibit.

3.12 DESIGN-BUILDER'S REPRESENTATIVE Design-Builder shall designate a person who shall be Design-Builder's representative. Design-Builder's Representative is Mark Popovac.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY OWNER Owner's responsibilities under this article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencing the Work and thereafter, at the written request of Design-Builder, Owner shall provide Design-Builder evidence of Project financing. Evidence of such financing shall be a condition precedent to Design-Builder's commencing or continuing the Work. Design-Builder shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain in the Contract Documents, then Owner shall provide the following:

4.3.1 information describing the physical characteristics of the site, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Design-Builder which are required for Design-Builder's performance of the Work and under Owner's control.

4.4 RESPONSIBILITIES DURING DESIGN PHASE

Owner shall provide Owner's Program at the inception of the Design Phase. Owner shall review and timely approve, reject, or respond appropriately to Design-Builder's submissions set forth in ARTICLE 3, and the GMP Proposal.

4.5 RESPONSIBILITIES DURING CONSTRUCTION PHASE

4.5.1 Owner shall review the Construction Schedule and timely approve the milestone dates set forth.

4.5.2 If Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, Owner shall give prompt written notice to Design-Builder. The failure of Owner to give such notice shall not relieve Design-Builder of its obligations to fulfill the requirements of the Contract Documents.



4.5.3 Owner shall have no contractual obligations to Subcontractors, Suppliers, or Design Professional. In all events, Design-Builder shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such persons. No contractual relationship shall exist between the Owner and any subcontractor, supplier or design professional because of the subletting of any part of the Project work.

4.5.4 Owner shall provide insurance for the Project as provided in ARTICLE 11.

4.6 TAX EXEMPTION If in accordance with Owner's direction Design-Builder claims an exemption for taxes, to the extent permitted by law .

4.7 ELECTRONIC DOCUMENTS The Parties may exchange or furnish documents and data in electronic or digital form pursuant to the ConsensusDocs 200.2 Electronic Communications Protocol Addendum or a separate written agreement which shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.8 OWNER'S REPRESENTATIVE Owner's Representative is Matthew Birnie, County Manager. Owner's representative shall: (a) be fully acquainted with the Project; (b) agree to furnish the information and services required of Owner in a timely manner; and (c) have the authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its representative or the representative's authority as listed above, Owner shall notify Design-Builder in writing in advance.

ARTICLE 5 SUBCONTRACTS

5.1 RETAINING SUBCONTRACTORS Design-Builder shall not retain any Subcontractor to whom Owner has a reasonable and timely objection, provided that Owner agrees to compensate Design-Builder for any additional costs incurred by Design-Builder as a result of such objection. Owner may propose subcontractors to be considered by Design-Builder. Design-Builder shall not be required to retain any subcontractor to whom Design-Builder has a reasonable objection.

5.2 MANAGEMENT OF SUBCONTRACTORS Design-Builder shall be solely responsible for the management of Subcontractors in the performance of their work.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACT

5.3.1 If this Agreement is terminated, each subcontract agreement shall be assigned by Design-Builder to Owner, subject to the prior rights of any surety, provided that:

5.3.1.1 this Agreement is terminated by Owner pursuant to §12.3 or §12.4; and

5.3.1.2 Owner accepts such assignment, after termination by notifying in writing Design-Builder and Subcontractor or Design-Builder and Supplier, and assumes all rights and obligations of Design-Builder pursuant to each subcontract or supply agreement.



5.3.1.3 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

5.3.1.4 Design-Builder shall include a provision in its Subcontract and Supplier agreements that Subcontractor and Supplier is obligated to accept contingent assignment.

5.4 BINDING OF SUBCONTRACTORS AND SUPPLIERS Design-Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its subcontractors and significant suppliers) to all the provisions of this Agreement and the Contract Document's applicable provisions to that portion of the Work.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below: [____]. The Work shall proceed in general accordance with the approved Project Schedule which may be amended from time to time, subject, however, to other provisions of this Agreement.

6.2 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion and the Date of Final Completion shall be established in Amendment 1 to this Agreement subject to adjustments as provided for in the Contract Documents. If such dates are not established upon the execution of this Agreement, at such time as a GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1.

6.2.1 The deadlines for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.2.2 Time is of the essence with regard to the obligations of the Contract Documents.

6.2.3 Unless instructed by Owner in writing, Design-Builder shall not knowingly commence the Work before the effective date of insurance required to be provided by Design-Builder.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Design-Builder is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Design-Builder, Design-Builder shall be entitled to an equitable extension of the Date of Substantial Completion or the Date of Final Completion. Examples of causes beyond the control of Design-Builder include, but are not limited to, the following: (a) acts or omissions of Owner or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials unanticipated by Design-Builder, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Design-Builder; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Design-Builder shall process any requests for equitable extensions of the Date of Substantial Completion or the Date of Final Completion in accordance with the provisions of ARTICLE 9.



6.3.2 In addition, if Design-Builder incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, Design-Builder shall be entitled to an equitable adjustment in the GMP subject to §6.5.

6.3.3 If delays to the Project are encountered for any reason, the Parties agree to take reasonable steps to mitigate the effect of such delays.

6.4 LIQUIDATED DAMAGES

6.4.1 **SUBSTANTIAL COMPLETION** The Parties agree that this Agreement shall/ shall not provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.4.2 Design-Builder understands that if the Date of Substantial Completion established by Amendment 1, as may be amended by subsequent Change Order, is not attained, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if the Date of Substantial Completion is not attained, Design-Builder shall pay Owner [_____] dollars (\$[____]) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.4.3 **FINAL COMPLETION** The Parties agree that this Agreement shall/ shall not provide for the imposition of liquidated damages based on the Date of Final Completion.

6.4.4 Design-Builder understands that if the Date of Final Completion established by this Amendment 1 is not attained, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if the Date of Final Completion is not attained, Design-Builder shall pay Owner [_____] dollars (\$[____]) as liquidated damages for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.4.5 **OTHER LIQUIDATED DAMAGES** The Parties may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.5 **LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** Except for damages mutually agreed upon by the Parties as liquidated damages in §6.4 and excluding losses covered by insurance and proceeds paid by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following items of damages are excluded from this mutual waiver:



6.5.1 The Parties shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 PAYMENT

7.1 DESIGN PHASE PAYMENTS

7.1.1 To the extent required by Laws, the cost of services performed directly by Design Professional is computed separately and is independent from Design-Builder's compensation for work or services performed directly by Design-Builder; these costs shall be shown as separate items on applications for payment. If any Design Professional is retained by Design-Builder, the payments to Design Professional shall be as detailed in a separate agreement between Design-Builder and Design Professional.

7.1.2 Owner shall pay Design-Builder for services performed during the Design Phase, including preparation of a GMP Proposal, if applicable, as follows:

Adena Personnel & Travel	\$ 57,544.00
Civil Engineering	\$ 38,427.00
Geotechnical Study (CMT)	\$ 4,000.00
Architectural Design (Wellogy)	\$ 38,000.00
Total	\$137,971.00

7.1.3 Compensation for Design Phase services, as part of the Work, shall include Design-Builder's Fee, paid in proportion to the services performed, subject to adjustment.

7.1.4 No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Design-Builder of Owner's acceptance or rejection, in whole or in part, of such application for payment. Owner shall pay the amount due on a payment application, no later than fifteen (15) Days after accepting such application. Owner may deduct amounts previously paid by Owner. If such application is rejected in whole or in part, Owner shall indicate the reasons for its rejection. If the Parties cannot agree on a revised amount, then, within fifteen (15) Days after its initial rejection in part of such application, Owner shall pay to Design-Builder the appropriate amount for those items not rejected by Owner for which application for payment is made, less amounts previously paid by Owner. Those items rejected by Owner shall be due and payable when the reasons for the rejection have been removed.

7.1.5 If Owner fails to pay Design-Builder at the time payment of any amount becomes due, then Design-Builder may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) Days after receipt of the notice by Owner, and after such seven (7) Day period, stop the Work until payment of the amount owing has been received.

7.1.6 Payments due pursuant to §7.1.5, bear interest from the date payment is due at the prime rate prevailing at the location of Project.

7.2 CONSTRUCTION PHASE PAYMENTS

7.2.1 Owner shall pay Design-Builder for Work performed following the commencement of the Construction Phase on the following basis:



7.2.1.1 the Cost of the Work as allowed in ARTICLE 8; and

7.2.1.2 Design-Builder's Fee paid in proportion to the services performed subject to adjustment.

7.2.2 The compensation to be paid under this section shall be limited to the GMP established in Amendment 1, which may be adjusted under ARTICLE 9.

7.2.3 Payment for Construction Phase services shall be as set forth in ARTICLE 10. If Design Phase services continue to be provided after construction has commenced, Design-Builder shall continue to be compensated as provided in §7.1, or as mutually agreed.

7.3 DESIGN-BUILDER'S FEE Design-Builder's Fee shall be as follows, subject to adjustment as provided in §7.4: 5%

7.4 ADJUSTMENT IN DESIGN-BUILDER'S FEE Adjustment in Design-Builder's Fee shall be made as follows:

7.4.1 for changes in the Work as provided in ARTICLE 9, Design-Builder's Fee shall be adjusted as follows:

7.4.1.1 except as provided in §6.3.2, Design-Builder may seek an equitable adjustment in Design-Builder's Fee to compensate Design-Builder for increased expenses not caused by Design-Builder, pursuant to ARTICLE 9; and

7.4.2 if Design-Builder is placed in charge of managing the replacement of an insured or uninsured loss, Design-Builder shall be paid an additional fee in the same proportion that Design-Builder's Fee bears to the estimated Cost of the Work for the replacement.

7.5 SHARED SAVINGS If at Final Completion, Cost of the Work plus Design-Builder's Fee is less than the GMP, the difference shall be shared as follows: The savings, if any, shall accrue one hundred percent (100%) to Owner and zero percent (0%) to Design-Builder. The shared savings shall be calculated and paid as part of final payment. Design-Builder shall not be entitled to any portion of the shared savings if either Party terminates this Agreement except for a termination for convenience pursuant to §12.4, Design-Builder's termination pursuant to §12.5, or, in the case of a termination for default under §12.3, if §12.5 applies

ARTICLE 8 COST OF THE WORK

Owner agrees to pay Design-Builder for the Cost of the Work as defined in this article. This payment shall be in addition to Design-Builder's Fee stipulated in §7.3.

8.1 COST ITEMS FOR DESIGN PHASE SERVICES

8.1.1 Compensation for Design Phase services as provided in §7.1.

8.2 COST ITEMS FOR CONSTRUCTION PHASE SERVICES

8.2.1 Labor Wages directly employed by Design-Builder performing the Work;

8.2.2 Salaries of Design-Builder's employees when stationed at the field office to the extent necessary to complete the applicable Work, employees engaged on the road expediting the



production or transportation of material and equipment, and supervisory employees from the principal or branch office as mutually agreed by the Parties in writing;

8.2.3 Cost of employee benefits and taxes including but not limited to workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Design-Builder's standard personnel policy, insofar as such costs are paid to employees of Design-Builder who are included in the Cost of the Work under §8.2.1 and §8.2.2;

8.2.4 Reasonable transportation, travel, hotel, and moving expenses of Design-Builder's personnel incurred in connection with the Work;

8.2.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling;

8.2.6 Payments made by Design-Builder to Subcontractors for performed Work;

8.2.7 Fees and expenses for design services procured or furnished by Design-Builder except as provided by Design Professional and compensated in §7.1;

8.2.8 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed, that remain the property of Design-Builder;

8.2.9 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Design-Builder or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Design-Builder or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.10 Cost of the premiums for all insurance and surety bonds which Design-Builder is required to procure or deems necessary, and approved by Owner, including any additional premium incurred as a result of any increase in the GMP.

8.2.11 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Design-Builder is liable.

8.2.12 Permits, fees, licenses, tests, and royalties.

8.2.13 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work or redesign during the Construction Phase and for a one-year period following the Date of Substantial Completion, provided that such corrective work or redesign did not arise from Design-Builder's negligence.

8.2.14 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.15 Water, power, and fuel costs necessary for the Work.

8.2.16 Costs to remove non-hazardous substances, debris, and waste materials.



8.2.17 Costs incurred due to an emergency affecting the safety of persons or property;

8.2.18 Other than those arising from disputes between the Parties, legal, mediation, and arbitration fees and costs reasonably necessary to perform the Work.

8.2.19 Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Design-Builder's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Design-Builder, all cash discounts shall accrue to Design-Builder. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

8.4 COST REPORTING Design-Builder shall maintain complete and current records that comply with generally accepted accounting principles and calculate the Cost of Work. Owner shall be afforded access during normal business hours to all Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by Law.

ARTICLE 9 CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished, without invalidating this Agreement, by Change Order, Interim Directive, or a minor change in the work, subject to the limitations stated in the Contract Documents.

9.1 CHANGE ORDER

9.1.1 Design-Builder may request or Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of additions, deletions, or other revisions to the GMP or the estimated cost of the work, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion being adjusted accordingly. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this article.

9.1.2 Each adjustment in the GMP or estimated Cost of the Work resulting from a Change Order shall clearly separate the amount attributable to compensation for Design Phase services, other Cost of the Work, and Design-Builder's Fee, with Design-Builder's Fee not to exceed ten percent (10%).

9.1.3 The Parties shall negotiate an appropriate adjustment to the GMP or the estimated Cost of the Work, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the GMP, the estimated Cost of the Work, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion shall not be unreasonably withheld.

9.1.4 NO OBLIGATION TO PERFORM Design-Builder shall not be obligated to perform changes in the Work until a Change Order has been executed or Interim Directive has been issued.

9.2 INTERIM DIRECTIVE



9.2.1 Owner may issue an Interim Directive directing a change in the Work before agreeing on an adjustment, if any, in the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate, the compensation for Design Phase services or directing Design-Builder to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Design-Builder shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, arising out of the Interim Directive. As the changed Work is performed, Design-Builder shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Design-Builder fifty percent (50%) of its actual (incurred or committed) cost to perform such Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 12. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Design-Builder's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which Owner and Construction Manager have reached agreement on the GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 MINOR CHANGES IN THE WORK

9.3.1 Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment, or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

9.3.2 Design-Builder shall promptly inform Owner in writing of any such changes and shall record such changes on the Design-Build Documents maintained by Design-Builder.

9.4 CONCEALED OR UNKNOWN WORKSITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Design-Builder shall stop affected Work after the concealed or unknown condition is first observed and give prompt written notice of the condition to Owner. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown



condition exists and directing how Design-Builder is to proceed. Design-Builder shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Design-Builder's Fee, and the dates of Substantial and Final Completion as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in this article.

9.5 DETERMINATION OF COST

9.5.1 An increase or decrease in the GMP or estimated Cost of the Work resulting from a change in the Work shall be determined by one or more of the following methods:

9.5.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.5.1.2 a mutually accepted, itemized lump sum;

9.5.1.3 costs determined as defined in §7.2 and ARTICLE 8 and a mutually acceptable Design-Builder's Fee as determined in §7.4.1; or

9.5.2 If an increase or decrease in GMP or Contract Time cannot be agreed to as set forth in §9.5.1 above, and Owner issues an Interim Directive, the cost of the change in the Work shall be determined by the Cost of the Work expense incurred and savings as defined in ARTICLE 8 realized in the performance of the Work resulting from the change. If there is a net increase in the GMP, Design-Builder's Fee shall be adjusted as set forth in §7.4.1. In case of a net decrease in the GMP, Design-Builder's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. Design-Builder shall maintain a documented, itemized accounting evidencing the Cost of Work expenses and savings.

9.5.3 If unit prices are indicated in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Design-Builder, such unit prices shall be equitably adjusted.

9.5.4 If Owner and Design-Builder disagree as to whether work required by Owner is within the scope of the Work, Design-Builder shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations. If Owner issues a written order for Design-Builder to proceed, Design-Builder shall perform the disputed work and Owner shall pay Design-Builder fifty percent (50%) of its actual, direct cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. Design-Builder's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

9.6 CLAIMS FOR ADDITIONAL COST OR TIME For any claim for an increase in the GMP, estimated Cost of the Work, Design-Builder's Fee, and the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, Design-Builder shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or fourteen (14) Days after Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by Owner, but which do not proceed, shall be made within twenty-one (21) Days after the decision is made not to proceed. Thereafter, Design-Builder shall submit written documentation of its claim, including appropriate



supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. Owner shall respond in writing denying or approving Design-Builder's claim no later than fourteen (14) Days after receipt of Design-Builder's documentation of claim. Owner's failure to so respond shall be deemed a denial of Design-Builder's claim. Any change in the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, resulting from such claim shall be authorized by Change Order.

9.7 CHANGES NOTICE Owner may direct Design-Builder to perform incidental changes in the Work upon concurrence with Design-Builder that such changes do not involve adjustments in the Cost of the Work or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing an Interim Directive.

ARTICLE 10 PAYMENT FOR CONSTRUCTION PHASE SERVICES

10.1 PROGRESS PAYMENTS

10.1.1 On the Twenty-Fifth Day of each month after the Construction Phase has commenced, Design-Builder shall submit to Owner an application for payment consisting of the Cost of the Work performed up to the Twenty-Fifth Day of the month, along with a proportionate share of Design-Builder's Fee. Prior to submission of the next application for payment, Design-Builder shall furnish to Owner a statement accounting for the disbursement of funds received under the previous application. The extent of such statement shall be as agreed upon between Owner and Design-Builder.

10.1.2 Within seven (7) Days after receipt of each monthly application for payment, Owner shall give written notice to Design-Builder of Owner's acceptance or rejection, in whole or in part, of such application for payment. Within fifteen (15) Days after accepting such application, Owner shall pay directly to Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by Owner. If such application is rejected in whole or in part, Owner shall indicate the reasons for its rejection. If Owner and Design-Builder cannot agree on a revised amount then, within fifteen (15) Days after its initial rejection in part of such application, Owner shall pay directly to Design-Builder the appropriate amount for those items not rejected by Owner for which application for payment is made, less amounts previously paid by Owner. Those items rejected by Owner shall be due and payable when the reasons for the rejection have been removed.

10.1.3 If for any reason not the fault of Design-Builder, Design-Builder does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Design-Builder, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Design-Builder has been received, including interest for late payment. If Design-Builder incurs costs or is delayed resulting from shutdown, delay, and start-up, Design-Builder may seek an equitable adjustment in compensation, time, or both, under ARTICLE 9.

10.1.4 Design-Builder warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to Owner upon receipt of such payment by Design-Builder, free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to as liens.



10.1.5 Owner's progress payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

10.1.6 Upon Substantial Completion of the Work, Owner shall pay Design-Builder the unpaid balance of the Cost of the Work, compensation for Design Phase services, and Design-Builder's Fee, less one hundred and fifty percent (150%) of the cost of completing any unfinished items as agreed to between Owner and Design-Builder as to extent and time for completion. Owner thereafter shall pay Design-Builder monthly the amount retained for unfinished items as each item is completed.

10.1.7 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite, including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by Design-Builder of bills of sale and proof of required insurance, or such other procedures satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the worksite.

10.2 RETAINAGE From each progress payment made prior to the time of Substantial Completion, Owner may retain five percent (5%) of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.1 Owner may, in its sole discretion, reduce the amount to be retained at any time;

10.2.2 Owner may release retainage on that portion of the Work a Subcontractor has completed, in whole or in part, and which work Owner has accepted;

10.3 ADJUSTMENT OF DESIGN-BUILDER'S APPLICATION FOR PAYMENT Owner may adjust or reject an application for payment or nullify a previously approved Design-Builder application for payment, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Design-Builder is responsible under this Agreement:

10.3.1 Design-Builder's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing Builder's Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by Design-Builder to Owner or others to whom Owner may be liable;

10.3.3 Design-Builder's failure to properly pay either Design Professional, Subcontractors, or Suppliers for labor, materials, equipment, or supplies furnished in connection with the Work, provided that Owner is making payments to Design-Builder in accordance with this Agreement;

10.3.4 Rejected or Defective Work not corrected in a timely fashion;



10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion or the Date of Final Completion, and that the unpaid balance of the GMP is not sufficient to offset any direct damages that may be sustained by Owner as a result of the anticipated delay caused by Design-Builder;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving Design-Builder or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Design-Builder furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

10.3.8 No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Design-Builder, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Design-Builder in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK Owner may use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a certificate of Substantial Completion, (b) appropriate insurer(s) or sureties consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. Design-Builder shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to Owner.

10.5 FINAL PAYMENT

10.5.1 Final Payment, consisting of the unpaid balance of the Cost of the Work, compensation for Design Phase services, and Design-Builder's Fee, shall be due and payable when the work is fully completed. Before issuance of final payment, Owner may request satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.

10.5.2 In making final payment Owner waives all claims except for:

10.5.2.1 outstanding liens or claims by suppliers or subcontractors;

10.5.2.2 improper workmanship or defective materials;

10.5.2.3 work not in conformance with the Contract Documents; and

10.5.2.4 terms of any special warranties required by the Contract Documents.

10.5.3 In accepting final payment, Design-Builder waives all claims except those previously made in writing and which remain unsettled.

10.5.4 Final Payment may not occur until the Parties comply with their obligations under CRS §§ 24-91-103, 38-26-105 to -107, to the extent such statutory provisions apply to this Agreement.



ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY

To the fullest extent permitted by law, Design-Builder shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnitees) from all claims for bodily injury and property damage other than to the Work itself and other property required to be insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Design-Builder shall not be required to indemnify or hold harmless the Indemnitees for any negligent or intentionally wrongful acts or omissions of the Indemnitees. Design-Builder shall be entitled to reimbursement of any defense costs paid above Design-Builder's percentage of liability for the underlying claim to the extent provided for by the subsection below.

11.1.1 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Design-Builder, anyone directly or indirectly employed by Design-Builder or anyone for whose acts Design-Builder may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Design-Builder under workers' compensation acts, disability benefit acts, or other employee benefit acts.

11.1.2 GOVERNMENTAL IMMUNITY The parties hereto understand and agree that the Owner, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as from time to time amended, or otherwise available to the County, its officers or employees.

11.2 DESIGN-BUILDER'S LIABILITY INSURANCE

11.2.1 Before commencing the Work and as a condition precedent to payment, Design-Builder shall procure and maintain in force Workers' Compensation Insurance, Professional Liability Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Design-Builder shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Design-Builder's Employers' Liability, Business Automobile Liability, and CGL policies shall be written with at least the following limits of liability:

11.2.1.1 Employers' Liability and Worker's Compensation Insurance



- (a) \$1,000,000 bodily injury by accident per accident
- (b) \$1,000,000 bodily injury by disease policy limit
- (c) \$1,000,000 bodily injury by disease per employee

11.2.1.2 Business Automobile Liability Insurance per accident \$1,000,000 and \$2,000,000 in the aggregate.

11.2.1.3 Commercial General Liability Insurance

- (a) Per occurrence \$1,000,000
- (b) General aggregate \$2,000,000
- (c) Products/completed operations aggregate \$2,000,000
- (d) Personal and advertising injury limit \$1,000,000

11.2.2 Employers' Liability, Business Automobile Liability, and CGL coverage required under §11.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

11.2.3 Design-Builder shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Design-Builder fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Design-Builder, withhold such expenses in payments owed under this Agreement to the Design-Builder, or terminate this Agreement.

11.2.4 To the extent commercially available to Design-Builder from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 days before coverage is nonrenewed by the insurance company and (b) within 10 Business days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, Design-Builder shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Design-Builder shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise directed in writing by Owner, before starting the Work, Design-Builder shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also: (a) name Design-Builder, Subcontractors, Subsubcontractors, Suppliers, and Design Professional as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Design-Builder) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused;



11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant, or structures. Coverage shall be to the extent loss or damage arises out of Design-Builder's activities or operations at the Project;

11.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

11.3.1.6 physical loss resulting from Terrorism.

11.3.2 The Design-Builder shall be responsible for any deductible amounts or coinsurance payments under a Builder's Risk Policy, unless Owner is solely the cause of any claim under such Policy. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Design-Builder has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Design-Builder shall provide a copy of the property policy or policies obtained in compliance with §11.3.1

11.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the same coverages and deductibles for the same duration specified in §11.3.1, then Owner shall give written notice to the Design-Builder and Design Professional before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with §11.3.1. Owner may then provide insurance to protect its interests and the interests of Design-Builder, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

11.3.4 The Parties waive all rights against each other and their respective employees, agents, contractors, subcontractors, subsubcontractors, suppliers, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance, or to the extent such insurance does not fully cover such risks or claims with regard to such rights.

11.3.5 Design-Builder shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including reasonable attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent of the negligent acts or omissions of Design-Builder, Subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.



11.3.6 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Design-Builder until the Date of Substantial Completion.

11.3.7 POLLUTION LIABILITY INSURANCE Constructor is/ is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered.

11.3.7.1 If applicable: in the following amounts: [] per occurrence, and shall apply for [] year(s) after Final Completion. The policy shall cover Design-Builder's liability during construction, removal, storage, encapsulation, transport, and disposal of hazardous waste and contaminated soil, and asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants, or pollutants into or upon the land, the atmosphere or any water body, whether it be gradual or sudden and accidental. The policy shall not exclude mold or asbestos.

11.4 ADDITIONAL GENERAL LIABILITY COVERAGE Owner shall/ shall not require Design-Builder to purchase and maintain additional liability coverage.

11.4.1 Additional Insured. Owner shall be named as an additional insured on Design-Builder's CGL and other required policies under Section 11.2 of this Agreement, for ongoing operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Design-Builder, or those acting on Design-Builder's behalf, in the performance of Design-Builder's Work for Owner at the Worksite. The insurance of Design-Builder and its Subcontractors shall be primary and non-contributory to any insurance available to the Additional Insureds.

11.4.2 OCP. Design-Builder shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional general liability coverage in accordance with this subsection shall be paid by Owner directly or the costs may be reimbursed by Owner to Design-Builder and by increasing the GMP to correspond to the actual cost required to purchase and maintain the coverage. Prior to commencement of the Work, Design-Builder shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable. The insurance of Design-Builder shall be primary and non-contributory to any insurance available to the Additional Insureds.

ROYALTIES, PATENTS, AND COPYRIGHTS Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Design-Builder and incorporated in either the Work, design documents, or construction documents. Design-Builder shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

11.5 PROFESSIONAL LIABILITY INSURANCE Design-Builder shall obtain, either itself or through Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

Practice Policy or Project Specific Coverage written for not less than five million dollars (\$5,000,000) per claim and in the aggregate with a deductible not to exceed seventy-five thousand



dollars (\$75,000). The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by Design Professional. This coverage shall be continued in effect for four year(s) after the Date of Substantial Completion.

11.6 BONDS Performance and Payment Bonds are required of Design-Builder. Such bonds shall be issued by a surety company holding a certificate of authority to conduct surety business in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause.

11.6.1 Such Performance Bond shall be issued in the penal sum equal to one-hundred percent (100%) of the:

- GMP (If there is no GMP, then the agreed estimated cost of the Project, including design and construction)
- Agreed estimated construction cost of the Project.

Such Performance Bond shall cover the cost to complete the Work, but shall not cover any damages of the type specified to be covered by the insurance pursuant to §11.2 and §11.3, whether or not such insurance is provided or is in an amount sufficient to cover such damages.

11.6.2 The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond. Design-Builder's Payment Bond for the Project, if any, shall be made available by Owner or Design-Builder upon Subcontractor's written request.

11.6.3 Design-Builder shall endeavor to keep its surety advised of changes within the scope of the initial Agreement potentially impacting the GMP or the Dates of Substantial Completion or Final Completion, though Design-Builder shall require that its surety waive any requirement to be notified of any alteration or extension of time.

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE

12.1.1 Owner may order Design-Builder in writing to suspend, delay, or interrupt all or any part of the Work without cause for its convenience.

12.1.2 Adjustments caused by suspension, delay, or interruption shall be made for increases in the GMP, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion. No adjustment shall be made if Design-Builder is or otherwise would have been responsible for the suspension, delay, or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

12.2 NOTICE TO CURE A DEFAULT If Design-Builder persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Project Schedule, or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Design-Builder may be deemed in default.

12.2.1 If Design-Builder fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Design-Builder a second notice to correct the default within a three (3) Business Day period. The



second notice to Design-Builder, and, if applicable, the surety, may include that Owner intends to terminate Design-Builder for default absent appropriate corrective action.

12.2.2 If Design-Builder fails to promptly commence and continue satisfactory correction of the default, then Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to Design-Builder; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Design-Builder the costs and expenses, including reasonable overhead, profit, and reasonable attorneys' fees.

12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of a default without first giving written notice to Design-Builder, but shall give Design-Builder prompt notice.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 **TERMINATION BY OWNER FOR DEFAULT** Upon expiration of the second notice for default period pursuant to §12.2 and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Design-Builder's failure to cure, including the costs to complete the Work and reasonable attorneys' fees, exceed the GMP, Design-Builder shall be liable to Owner for such excess costs. If Owner exercises its rights under this section, upon the request of Design-Builder, Owner shall furnish to Design-Builder a detailed accounting of the costs incurred by Owner.

12.3.2 If Design-Builder files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Design-Builder or Design-Builder's trustee rejects the Agreement; (b) a default occurred and Design-Builder is unable to give adequate assurance of required performance; or (c) Design-Builder is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.3 Owner shall make reasonable efforts to mitigate damages arising from Design-Builder default, and shall promptly invoice Design-Builder for all amounts due pursuant to §12.2.

12.4 **TERMINATION BY OWNER FOR CONVENIENCE** If Owner terminates this Agreement other than as set forth in §12.2, Owner shall pay Design-Builder for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs. In addition, Design-Builder shall be paid an amount calculated as set forth below:

12.4.1 If Owner terminates this Agreement before commencing the Construction Phase, Design-Builder shall be paid for Design-Builder's Design Phase services provided to date as set forth in §7.1.2 and §7.1.3, and a premium as set forth below: [_____]

12.4.2 If Owner terminates this Agreement after commencement of the Construction Phase, Design-Builder shall be paid for (a) the Construction Phase services provided to date pursuant to §7.2.1;

12.4.3 Owner shall also pay to Design-Builder fair compensation, either by purchase or rental at the election of Owner, for all equipment retained. Owner shall assume and become liable for obligations, commitments, and unsettled claims that Design-Builder has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this article, Design-Builder shall cooperate with



Owner by taking all steps necessary to accomplish the legal assignment of Design-Builder's rights and benefits to Owner, including the execution and delivery of required papers.

12.5 TERMINATION BY DESIGN-BUILDER

12.5.1 Seven (7) Days after Owner's receipt of Design-Builder's written notice, Design-Builder may terminate this Agreement, if the Work has been stopped for a thirty (30) Day period through no fault of Design-Builder for any one of the following reasons: (a) under court order or order of other governmental authorities having jurisdiction; (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of Design-Builder, materials are not available; or (c) Work is suspended by Owner for Convenience.

12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Design-Builder may terminate this Agreement if Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing; or

12.5.2.2 assigns this Agreement over Design-Builder's reasonable objection; or

12.5.2.3 fails to pay Design-Builder in accordance with this Agreement and Design-Builder stopped Work in compliance with §10.1.3; or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by Design-Builder in accordance with this section, Design-Builder is entitled to recover from Owner payment for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, Design-Builder shall be paid an amount calculated as set forth either in §12.4.1 or §12.4.2, depending on when the termination occurs, and §12.4.3.

ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Design-Builder shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If Design-Builder continues to perform, Owner shall continue to make payments in accordance with the Agreement.

13.2 DIRECT SETTLEMENT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

13.2.1 If the Parties execute a DRB Addendum, then the dispute mitigation procedures and time requirements in §13.3.1 and §13.3.2 shall be governed by that DRB Addendum.



13.3 MEDIATION If direct discussions pursuant to §13.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under §13.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association (“AAA”), or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties. The Parties choose mediation through:

- the current Construction Industry Mediation Rules of the American Arbitration Association (“AAA”), and administered by AAA.
- the current Mediation Guidelines of JAMS and administered by JAMS
- the current rules and administration by [_____].

If no box is checked the default is AAA rules and administration.

13.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

13.4.1 LITIGATION

- Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

If not indicated, then litigation is default as opposed to arbitration.

13.4.2 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys’ fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.4.3 VENUE The Project location shall serve as the exclusive venue for litigation of any dispute under this Agreement.

13.5 MULTIPARTY PROCEEDING All Parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.

13.6 LIEN RIGHTS. Nothing in this article shall limit any rights or remedies not expressly waived by Design-Builder which Design-Builder may have under lien or bonding laws.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.



14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign its interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly-owned subsidiary of Owner when Owner has fully indemnified Design-Builder or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Design-Builder than this Agreement. In the event of such assignment, Design-Builder shall execute any consent reasonably required. In such event, the wholly-owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW The law in effect at the location of the Project shall exclusively govern this Agreement.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NOTICE Unless changed in writing, a Party's address indicated in ARTICLE 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

14.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right.

14.7 TITLES The titles given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ARTICLE 15 CONTRACT DOCUMENTS

15.1 CONTRACT DOCUMENTS The Contract Documents are as follows:

- (a) This Agreement.
- (b) Basis of Design/Owner's Program.
- (c) Owner-provided information pursuant to §3.7.4 and other Owner information identified as intended to be a contract document.
- (d) The Schematic Design Documents upon Owner approval pursuant to §3.1.4.
- (e) The Design Development Documents upon Owner approval pursuant to §3.1.6.
- (f) The Construction Documents upon Owner approval under §3.1.7.
- (g) Change Order, Interim Directives, and amendments issues in accordance with this Agreement.
- (h) Other: [_____].

15.2 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written



amendments to this Agreement, including Amendment 1; (b) this Agreement; (c) design documents approved by Owner pursuant to §3.1.4 through §3.1.7 in order of the most recently approved; (d) information furnished by Owner pursuant to §3.7.4 or designated as a contract document in §15.1; (e) other documents listed in this Agreement. Except as otherwise provided, among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Where figures are given, they shall be preferred to scaled dimensions. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

OWNER: Gunnison County

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

DESIGN BUILDER: Adena Corporation

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

END OF DOCUMENT.





EXHIBIT A:

Schedule Approach, Project Phases & Milestones, Design Phase Budget, Notes

1. Schedule Approach

This schedule outlines anticipated project phases and milestones based on current understanding. Specific dates will be confirmed upon finalization of design and issuance of Amendment 1 establishing the GMP.

2. Project Phases & Milestones

Phase	Description	Target Date / Duration
Contract	ConsensusDocs 410 between Gunnison/Adena	May 6th, 2025
Programming & Schematic Design	Review of Owner's Program and development of schematic layout	May 2025
Design Development	Refinement of plans, system decisions, constructability input	May – June 2025
Preliminary Pricing Review	Update of project estimate based on DD drawings	Late June 2025
Construction Documents	Completion of permit-ready documents	July – August 2025
GMP Finalization (Amendment 1)	Submission of GMP based on CD set	Late August 2025
Permitting	Submit for and obtain local approvals	Concurrent with CD phase
Notice to Proceed	Issued upon approval of GMP and permitting	Early September 2025
Construction Start	Mobilization and sitework begin	September 2025
Substantial Completion	Building ready for occupancy	Winter 2025/2026 (Target)

3. Design Phase Budget (Pre-construction & Design Services):

all services required to advance the project through final Construction Documents and GMP development.

Adena Personnel & Travel:	\$57,544.00
Civil Engineering (SCJ):	\$38,427.00
Geotechnical Study (CMT):	\$4,000.00
Architectural Design (Wellogy):	\$38,000.00
Total:	\$137,971.00

Cost Framework:

Estimated Construction Cost: \$1,636,000 (target GMP)

Design-Builder Fee: 5%

Construction Contingency: 5%

4. Notes

- Schedule is preliminary and subject to adjustment as the design is developed and permitting timelines are clarified.
- Coordination with Wellogy Design is ongoing to finalize project scope and required jurisdictional approvals.
- Project Phases & Milestones will be updated and reissued with Amendment 1 upon GMP agreement.
- The impact of potential tariffs, supply chain fluctuations, and long-lead procurement challenges is unknown at this time, particularly as the final structural system is yet to be confirmed. Options under evaluation include a Pre-Engineered Metal Building (PEMB), a hybrid structural steel system, and integration of the Guardian "SHIELD" panelized wall system.



EXHIBIT B:

Basis of Design/Owner's Program

1. Project Overview

Gunnison County intends to construct a new equipment storage facility at the Gunnison County Landfill. The purpose of this building is to provide secure, weather-protected storage for landfill equipment, maintenance vehicles, and support tools necessary for ongoing landfill operations.

2. Functional Requirements

- Building Type Options:
 - Single-story pre-engineered metal building (PEMB)
 - Single Story Hybrid Conventional Steel to Guardian "SHIELD" panelized system
- Approximate Size: To be defined upon completion of design; estimated 3,500 SF
- Use: Enclosed vehicle and equipment storage
- Access: At least two large overhead doors for equipment entry/exit
- Utilities: Power service, basic lighting, minimal HVAC and minimal plumbing to provide Heat only (potential hydronic in-floor heat)

3. Site Considerations

- Project will be located within the Gunnison County Landfill property
- Site access and utilities (power and road) are assumed to be available nearby
- Site grading and foundation requirements will be confirmed following Geotech review

4. Construction & Budget Parameters

- Preliminary Budget Basis: \$1,636,000
- Construction Contingency: 5%
- Design-Builder Fee: 5%
- The Guaranteed Maximum Price (GMP) will be established once design documents are further developed, and permit-level drawings are available.

5. Project Schedule

- Start of Construction: TBD upon execution and design completion
- Targeted Substantial Completion: Winter 2025
- Project Milestones: To be included in Exhibit A (Preliminary Schedule)

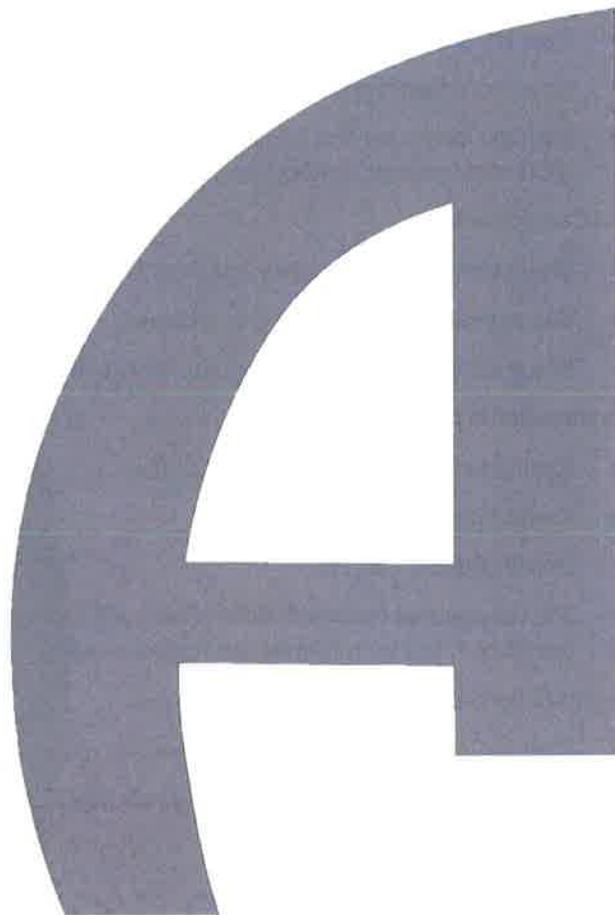
6. Design Objectives

- Durable and low-maintenance building materials suitable for landfill environment

- Efficient, value-driven design focused on utility and longevity
- Compatibility with adjacent landfill operations and site constraints

7. Design

- Wellogy Design has been selected as the architectural firm of record for this project, replacing the originally proposed MPG due to unforeseen circumstances.
- The project will use the schematic design dated January 20, 2025, as the initial conceptual design.
- Gunnison County shall retain full ownership of the final construction documents and all associated design materials. The County shall have the explicit right to use these documents in whole or in part for future projects.



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Award Letter; Gary Community Ventures; Health and

Action Requested: Other Review of contract and grant acceptance letter for Gary Community Ventures Grant

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Requesting Review and County Manager Signature for Gary Community Ventures Grant Acceptance Letter and Contract

Fiscal Impact:

Submitted by: Lana Athey

Submitter's Email Address: lathey@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/30/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/30/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/30/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025



1705 17th Street
Suite 200
Denver, CO 80202

P 303.454.3757
E info@garycommunity.org
W garycommunity.org

April 25, 2025

Lana Athey
Gunnison County Health and Human Services
220 N. Spruce Street
Gunnison, Colorado 81230

Lana Athey:

Gary Philanthropy at Gary Community Ventures is pleased to announce a grant of \$100,000.00 to Gunnison County Health and Human Services to support maximizing the utilization of public benefits.

This grant is contingent on the attached General Grant Terms, Conditions, and Understandings. Further, as part of this grant, we ask that you submit a grant report according to the following schedule:

- Interim Narrative & Financial Report due May 01, 2026
- Final Narrative & Financial Report due May 01, 2027

At least one month in advance of your report due date, you will receive an email with a link to the online report form. The report is to include:

1. Financial Report Question:
 - a. A detailed accounting of how the Foundation's funds were spent.
2. Narrative Report Question(s):
 - a. Future: Please share next steps for this work. If applicable, how are you thinking about sustainability and/or scale?
 - b. Feedback: What feedback do you have for the Gary team? What did we do well? What could we do differently to be stronger partners?
 - c. Lessons learned: What did you learn from engaging in this grant? What advice would you share with others engaging in this work?
 - d. Equity: Please describe how the work contributed to more equitable outcomes for BIPOC children and families in the Denver metro area and/or Colorado. Please include any learnings about equity that may have emerged from your work.
 - e. Narrative: Please describe how the grant funds were used, including accomplishments and challenges. You can link to or attach any documents that were created as a result of this work at the bottom of this form (you do not need to create anything new).
 - f. Impact: Please provide impact metrics, as applicable to the work (e.g., numbers served, key performance metrics monitored, etc.). Feel free to share stories and/or voices of those impacted by your work.

Please acknowledge your acceptance of this grant in the spaces provided at the bottom of the General Grant Terms, Conditions, and Understandings. After our receipt of the signed grant terms, please allow up to 21 days to receive the grant funding of \$50,000.00. The subsequent grant funding amount of \$50,000 will be released upon successful completion of the interim financial reports on April 25, 2026. Submit all requested forms and reports to Ashley Kaplan at akaplan@garycommunity.org.

We are pleased to support Gunnison County Health and Human Services's efforts to

Sincerely,

Santhosh Ramdoss
CEO & President

Gary Philanthropy

GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

In addition to the specific terms and conditions specified in the grant award letter dated April 25, 2025 to which these General Grant Terms, Conditions and Understandings are attached, Gary Philanthropy (“the Foundation”) is awarding this grant to you as the Grantee contingent upon the following:

Tax-Exempt Status

You are a nonprofit organization currently recognized by the Internal Revenue Service as a public charity of the type described in Sections 501(c)(3) and 509(a) of the 1954 Internal Revenue Code as amended:

- Such tax-exempt status under Sections 501(c)(3) and 509(a) of the Code has not changed since the issuance of the IRS determination letter which you provided to the Foundation; and

There is no issue presently before any office of the Internal Revenue Service concerning any proposed changes in your tax-exempt status under Sections 501(c)(3) or 509(a) of the Code.

Expenditure of Funds

This grant is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without the Foundation’s prior written approval.

You may not expend any of the proceeds of this grant for any political or lobbying activity or for any other purpose that is not charitable, educational, scientific or literary as described in Section 170(c)(2)(B) of the Code.

No Right of Assignment or Delegation

You may not assign or otherwise transfer your rights, or delegate any of your obligations under this grant without prior approval from the Foundation.

Records and Reports

You are required to keep a record of receipts and expenditures relating to this grant and to provide the Foundation with a report summarizing the project at the end of the grant period, the final report is due by May 01, 2027. You are required to keep the financial records with respect to this grant, along with any reports submitted to the Foundation, for at least four years following the year in which the funds are fully expended.

Required Notification

You are required to provide the Foundation with immediate written notification of: (a) any changes in your organization's tax-exempt status; (b) your inability to expend the grant for

the purpose described in the grant award letter; or (c) any expenditure from this grant made for any purpose other than those for which the grant was intended.

Reasonable Access for Evaluation

You will permit the Foundation, at its request, to have reasonable access to your files, records and personnel for the purpose of making such financial audits, verifications or program evaluations as it deems necessary or appropriate concerning this grant award.

Publicity

You will allow the Foundation to review and approve the text of any proposed publicity concerning this grant prior to its release. In addition, the Foundation may include information regarding this grant in its periodic public reports and press releases.

The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any of the grant funds if, in the Foundation's sole judgment, such action is necessary: (a) because you have not fully complied with the terms and conditions of this grant; (b) to protect the purposes and objectives of this grant or any other charitable interest of the Foundation; or (c) to comply with the requirements of any law or regulation affecting the Foundation's responsibilities with respect to this grant.

The undersigned certify that they are a duly authorized agent of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

ACCEPTED AND AGREED TO:
Gunnison County Health and Human Services

Signature

Title

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Souder Miller and

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is the contract for Landfill consulting services. Staff received multiple bids and SMA was selected as the best fit for the County. This contract will expire at the end of the year and another bid request will be issued.

Fiscal Impact:

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/17/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/15/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/15/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the ___ day of _____, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and Souder Miller and Associates, whose address is 5610 Ward Rd. Suite 130 Arvada, CO 80002 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2025, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Provide High Quality Services strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed _____ and No/100 U. S. Dollars (\$59,820). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars

(\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts

of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind to the proportionate extent such liabilities and losses are caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

8. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

10. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action

passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

11. DELEGATION AND ASSIGNMENT.

Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

12. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

13. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

14. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.
- f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

15. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

16. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time,

either party may terminate this Agreement and both parties will be released from any further obligation to the other.

19. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to: Board of County Commissioners of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor:

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

20. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

21. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect

or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

22. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor’s or a subcontractor’s website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

23. RECORDS.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours’ notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

24. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement,

including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

FOR THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____ ,

County Manager

ATTEST:

Deputy Clerk

CONTRACTOR

By: Michael J. Pretti 04.09.2025

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services (attached):



Revised: February 28, 2025

4D24313

Martin Schmidt
Gunnison County Public Works Department
Gunnison County Landfill
195 Basin Park Drive
Gunnison, CO 81230
mschmidt@gunnisoncounty.org
970-941-0044

RE: 2025 Engineering Services at the Gunnison County Landfill
Scope of Work and Cost Estimate

Mr. Schmidt:

Souder, Miller & Associates (SMA) is pleased to present the following scope of work and cost estimate to Gunnison County for 2025 Engineering Services. The projects and tasks addressed in this letter include the following:

- 1.0 Routine Engineering Consultation Services (\$60,320 total):
 - 1.1 Annual Groundwater Statistical Reporting (\$17,425)
 - 1.2 Air Compliance Services (\$6,200)
 - 1.3 Operational Services (\$19,075)
 - 1.4 Aerial Survey (\$13,120)
 - 1.5 Site Life Calculations (\$4,500)

Each project or task is discussed in detail in the following sections. The attached spreadsheet details SMA's cost estimates for 2025 Engineering Services.

1.0 ROUTINE ENGINEERING CONSULTATION TASKS

1.1 ANNUAL GROUNDWATER STATISTICAL REPORTING

Per the approved groundwater monitoring plan for this site (Douglass & White, 2002), groundwater monitoring wells GLMW-1, GLMW-2, GLMW-4, GLMW-5, and GLMW-7 will be sampled by Gunnison County personnel on a semi-annual basis in April and October. Additionally, leachate shall be sampled from the leachate holding pond (LHP) during one of the groundwater sampling events if leachate is present.

Annual Groundwater Reporting Services for 2025 will be performed on a time and expenses basis for an estimated cost of \$17,425.

Groundwater monitoring statistics notification letters will be submitted following each monitoring event. In accordance with April 2014 CDHE correspondence, Groundwater Statistics Reports are submitted on an annual basis. An annual groundwater monitoring report will be prepared following the Fall monitoring event presenting an evaluation of the sampling and analytical data.

The notification letters shall include, but not be limited to:

- Notification of statistically significant increases (SSIs) in well and constituent pairs
- Notification of volatile organic compound (VOC) detections
- Notification of Colorado Basic Standard of Groundwater (BSGW) exceedances.

The annual groundwater statistics report shall include, but not be limited to:

- Statistical analysis of groundwater monitoring constituents, as applicable
- An evaluation of the groundwater levels
- A discussion of deviations from standard professional practice if any
- Significant events that may have impacted sampling results due to site conditions, sampling, or analytical efforts
- Recommendations and the estimated schedule for the next sampling event
- Copies of the laboratory analytical reports submitted in their entirety
- Site maps and appropriate figures, including a plan view illustration of the potentiometric surface relative to the groundwater monitoring network
- Chain of custody documentation
- Copies of field data sheets.

The reports shall be submitted to Gunnison County and CDPHE within sixty (60) days of SMA’s receipt of the applicable laboratory analytical reports. A statistical analysis will be employed consistent with CDPHE regulations, as appropriate, for the ongoing analysis of the geochemical data. Samples will be analyzed in accordance with one or more of the methods identified in Part 1, Appendix B, Section B3(G) of the Regulations to determine if the changes are statistically significant.

1.2 AIR COMPLIANCE SERVICES

Solid waste landfills release air pollutants that are regulated by the CDPHE Air Pollution Control Division (APCD). Air quality regulations that apply to the Gunnison County Landfill include the Colorado Air Quality Control Commission’s (CAQCC’s) Regulations (refer to Regulation No. 2, 3, and 7) and the New Source Performance Standards (NSPS) located in 40 CFR Part 60 Subpart WWW.

The Air Compliance Services for 2025 described herein will be performed on a time and expenses basis for an estimated cost of \$6,200.

Gunnison County Landfill is subject to various reporting requirements. These reporting requirements include the air pollutant emission notice (APEN) and site-specific density calculation. The annual emission calculation (VOC report) and the greenhouse gas mandatory rule assessment are not submitted to a regulatory agency. They are completed annually and filed with facility records. These documents are usually requested during on-site inspections. A detailed explanation of each of these reports is included in this section. The compliance schedule which shows the due dates for these submittals is found in Table 1 below:

Table 1: Air Compliance Services Schedule

<i>Description</i>	<i>Date Submitted</i>	<i>Interval</i>	<i>Next Submittal Date</i>	<i>Notes</i>	<i>Included in this Contract?</i>
Annual Emission Calculation (VOC)	February 20, 2024	Annual	March 1, 2025	Requested during on-site inspections	Yes
GHG Mandatory Reporting Rule	February 20, 2024	Annual	March 1, 2025	Requested during on-site inspections	Yes
Site Specific Density Report	December 19, 2024	Annual	October 31, 2025		Yes
MSW APEN	October 10, 2024	5 years	September 10, 2029	Under APCD review; not approved yet	No

1.2.1 Annual Emissions Calculations

Annual calculations of VOC emissions are frequently requested during on-site inspections to assure compliance with the facility permit and the most recent APEN submission. This calculation is typically completed by April of each year and made available to APCD upon request. The VOC emissions are calculated using the assumptions outlined in the Construction Permit. This report also includes the rolling 12-month totals required by the Construction Permit.

1.2.2 GHG Mandatory Reporting Rule

The Environmental Protection Agency (EPA) Greenhouse Gas (GHG) Mandatory Reporting Rule (Rule) – 40 CFR 98, Subpart HH, Section 98.343(b)(2)(C)(1) – requires MSW landfills to calculate methane generation. The methane generation is reported using EPA's electronic Greenhouse Gas Reporting Tool (e-GGRT), a web-based form developed for reporting to demonstrate compliance with the Rule. As of the date on the currently approved EDOP, Gunnison County Landfill is not required to report per the Rule (landfills with design capacities greater than 2.5 million Mg are typically subject to the Rule). An assessment determining if Gunnison County Landfill is required to report is completed annually. This assessment, along with annual waste acceptance records, will be maintained for EPA inspection upon request.

1.2.3 Site Specific Density Report

The purpose of completing the site-specific density (SSD) calculation is to determine if the design capacity of the landfill is above 2.5 million m³ **and** 2.5 million megagrams. In accordance with the requirements of NSPS Subpart WWW §60.758(f), the site-specific density calculation is required to be completed on an annual basis. Gunnison County provides the gate records for the past year and had provided the annual survey until 2021. Starting in 2021, SMA has completed a drone survey of the landfill area, along with continuing to complete the calculation and accompanying report. The last SSD report was submitted on December 19, 2024, but is usually completed by October 31st of each year.

1.3 OPERATIONAL SERVICES

SMA provides annual services related to the operations of Gunnison County Landfill. An estimated budget based on costs from previous years has been included for these services.

The operational services for 2025 described herein will be performed on a time and expenses basis for an estimated cost of \$19,074; however, please see Section 1.33 for additional details.

Operational services generally include the following:

1.31 General Operations (\$3,900):

- Update 12-month rolling waste acceptance totals
- Compliance consultation and review
- Special waste consultation

1.32 Section 9 Reporting for Leachate Holding Pond (\$1,575)

Gunnison County is required to submit a Section 9 Waste Impoundment Report, submitted annually, prior to March 1st, for the Type B Waste Impoundment, the Leachate Holding Pond.

The report will be completed in accordance with Section 9.3.5(D) of 6 CCR 1007-2, Part 1, Regulations Pertaining to Solid Waste Sites and Facilities.

1.33 Miscellaneous Consulting (\$13,100)

To account for unanticipated consulting time for miscellaneous tasks that may arise during the year, SMA has estimated 6 hours per month of Project Manager time to account for tasks that may arise. These unanticipated tasks will be invoiced on a time and expenses basis and Gunnison County will only be invoiced for time spent. If a number of unexpected tasks pop up throughout the year, Gunnison County and SMA will discuss how it affects this initial budget and agree how to proceed. **SMA will not exceed this initial budget without first discussing it with the County.**

2.0 SUMMARY OF ESTIMATED COSTS

The estimated costs for the various items described in Section 1.0 are presented in the attached spreadsheet. The current SMA Preferred Professional Fee Schedule was utilized for preparation of this budget. SMA's estimated 2025 budget for Engineering Services for the Gunnison County Landfill are \$59,820.

While we believe that these fees are realistic, unforeseen obstacles and changes to the task list may result in costs higher or lower than those estimated. The scope and estimated costs for additional services will be discussed with Gunnison County prior to initiating the additional work.

If you have any questions or comments, please do not hesitate to contact us. Thank you very much for this opportunity to continue to provide Landfill Engineering Services to Gunnison County.

Sincerely,

MILLER ENGINEERS, INC. D/B/A
SOUDER, MILLER & ASSOCIATES

Graham Cottle

Graham Cottle, P.E.
Senior Engineer
graham.cottle@soudermiller.com

Enc: *Engineering Services Cost Estimate*

**Gunnison County Landfill
2024 Engineering Services Cost Estimate**

Item	Task	HOURS				COST				Expenses	Total
		Principal	Senior Eng I	Survey/CAD Tech IV	PFA II	Principal	Senior Eng I	Survey/CAD Tech IV	PFA II		
		\$ 250	\$ 175	\$ 120	\$ 100	\$ 250	\$ 175	\$ 120	\$ 100		
1.00	2025 ROUTINE ENGINEERING CONSULTING SERVICES										
1.10	Annual Groundwater Statistical Reporting										
1.11	Spring Notification Letter- Notification Letter for Spring Sampling Event and Software Renewal	2	40	0	1	\$ 500	\$ 7,000	\$ -	\$ 100	\$ 325	\$ 7,925
1.12	Fall Notification Letter/Statistical Report- Fall Notification Letter and Annual Statistical Report	4	48	0	1	\$ 1,000	\$ 8,400	\$ -	\$ 100	\$ -	\$ 9,500
	Task 1.10 Subtotal										\$ 17,425
1.20	Air Compliance Services										
1.21	Annual Emission Calculation - VOC calculation for Emissions Permit	8	0	0	0.5	\$ 2,000	\$ -	\$ -	\$ 50	\$ -	\$ 2,050
1.22	e-GGRT Assessment - Assessment to determine whether the landfill must report GHG via e-GGRT	6	0	0	0.5	\$ 1,500	\$ -	\$ -	\$ 50	\$ -	\$ 1,550
1.23	Site Specific Density Report - Calculations and Report Preparation	1	6	10	1	\$ 250	\$ 1,050	\$ 1,200	\$ 100	\$ -	\$ 2,600
	Task 1.20 Subtotal										\$ 6,200
1.30	Operational Services										
1.31	General Operations - Tracking rolling 12-month totals, special waste assistance, invoicing, compliance scheduling	4	16	0	1	\$ 1,000	\$ 2,800	\$ -	\$ 100	\$ -	\$ 3,900
1.32	Section 9 Reporting - Submit Section 9 Report for LHP	0.5	8	0	0.5	\$ 125	\$ 1,400	\$ -	\$ 50	\$ -	\$ 1,575
1.33	Miscellaneous Consulting (Assume 6 hours per month Project Manager time)	10	60	0	1	\$ 2,500	\$ 10,500	\$ -	\$ 100	\$ -	\$ 13,100
	Task 1.30 Subtotal										\$ 18,575
1.40	Aerial Survey										
1.41	LIDAR Topo Flight - Flight, data download, topo map of flown area	4	2	12	1	\$ 1,000	\$ 350	\$ 1,440	\$ 100	\$ 5,500	\$ 8,390
1.42	Calculation of Waste Placed in Previous 12 months	1	8	24	2	\$ 250	\$ 1,400	\$ 2,880	\$ 200	\$ -	\$ 4,730
	Task 1.40 Subtotal										\$ 13,120
1.50	Site Life Calculations										
1.51	Site Life Calculations	1	10	20	1	\$ 250	\$ 1,750	\$ 2,400	\$ 100	\$ -	\$ 4,500
	Task 1.50 Subtotal										\$ 4,500
Routine Engineering Consulting Services Total:										\$ 59,820	



SOUDER, MILLER & ASSOCIATES
PREFERRED PROFESSIONAL FEE SCHEDULE - EFFECTIVE JANUARY 2025

PROFESSIONAL SERVICES

Professional Staff

Principal	\$250.00 per hour	Staff VIII	\$235.00 per hour
Senior Manager III	\$235.00 per hour	Staff VII	\$205.00 per hour
Senior Manager II	\$220.00 per hour	Staff VI	\$185.00 per hour
Senior Manager I	\$205.00 per hour	Staff V	\$165.00 per hour
Senior III	\$195.00 per hour	Staff IV	\$145.00 per hour
Senior II	\$185.00 per hour	Staff III	\$135.00 per hour
Senior I	\$175.00 per hour	Staff II	\$125.00 per hour
Project III	\$165.00 per hour	Staff I	\$115.00 per hour
Project II	\$155.00 per hour		
Project I	\$145.00 per hour		

Technical Staff

Tech VIII	\$180.00 per hour
Tech VII	\$165.00 per hour
Tech VI	\$150.00 per hour
Tech V	\$135.00 per hour
Tech IV	\$120.00 per hour
Tech III	\$100.00 per hour
Tech II	\$90.00 per hour
Tech I	\$75.00 per hour
Technical Intern II	\$65.00 per hour
Technical Intern I	\$50.00 per hour
Construction Observer IV	\$130.00 per hour
Construction Observer III	\$110.00 per hour
Construction Observer II	\$90.00 per hour
Construction Observer I	\$75.00 per hour

Support Staff

Project Financial/Manager Assistant II	\$100.00 per hour
Project Financial/Manager Assistant I	\$75.00 per hour
Administrative Assistant IV	\$130.00 per hour
Administrative Assistant III	\$110.00 per hour
Administrative Assistant II	\$90.00 per hour
Administrative Assistant I	\$75.00 per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; *a complete list of expense rates is available upon request.*

OTHER SERVICES

- Telephone/facsimile/postage @ actual cost
- Mileage @ \$0.70 per mile (or current IRS rate)
- Per diem \$220.00 per day (or max per-diem rate per USGSA)
- Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Award Letter; Dental Health Care Program for Low-I

Action Requested: Discussion

Parties to the Agreement: Department of Health Care Policy and Financing

Term Begins: 07/01/2025

Term Ends:

Grant Contract #:

Summary:

Funding provides assistance to low income older adults for dental care

Fiscal Impact: 10000

Submitted by: Elizabeth Holena

Submitter's Email Address: elizabeth.holena@state.co.us

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/30/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/29/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/29/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025



COLORADO

Department of Health Care
Policy & Financing

303 E. 17th Ave. Suite 1100
Denver, CO 80203

April 23, 2025

Elizabeth Holena
Gunnison County Department of Health and Human Services
220 North Spruce Street
Gunnison, CO 81230

RE: FY2025-26 Grant Award for the Dental Health Care Program for Low-Income Seniors

Dear Elizabeth:

The Department of Health Care Policy and Financing (HCPF) is pleased to notify you that Gunnison County Department of Health and Human Services has been recommended to receive a FY2025-26 Colorado Dental Health Care Program for Low-Income Seniors (Senior Dental Program) grant award.

Grant applicants were evaluated based on the criteria described in the Request for Grant Proposals. Preference was given to grant proposals that clearly demonstrated the applicant's ability to outreach and identify Eligible Seniors, collaborate with community-based organizations, and demonstrated an ability to serve a greater number of Eligible Seniors in rural or underserved areas. Each applicant's prior performance in the Senior Dental Program, if applicable, and the ability to spend prior allocated funds were considered when determining the award amount and the number of the accepted Qualified Grantees.

Since the total requested grant amounts from applicants last grant application was almost \$1.2 million more than available funding, many of the grant applicants did not receive the total grant amount requested in their last grant application. Gunnison County Department of Health and Human Services's final grant amount awarded FY2025-26 is \$10,010. HCPF will be in contact with you soon to complete the grant agreement.

In addition, HCPF will hold a Senior Dental Program workshop/training on **June 5, 2025**, from 1:00 p.m. to 3:00 p.m. This will be a virtual workshop/training and **attendance for awarded grantees is mandatory**. This workshop/training will include information about program eligibility, invoices, annual reporting, auditing, rules, and other important topics. The agenda and additional information will be forthcoming. Register in advance for the [workshop/training](#) by May 16, 2025. After registering, you will receive a confirmation email containing information about joining the meeting. If you should have any questions regarding the workshop, please contact Alondra Yanez at Alondra.yanezsanchez@state.co.us.

If you have questions, you may contact me at chandra.vital@state.co.us.



Sincerely,

Chandra L. Vital

Chandra Vital
State Programs Section Manager
Special Financing Division
Finance Office

cc: Alondra Yanez Sanchez, Senior Dental Program Assistant
Taryn Graf, State Programs Work Lead
Matthew Birnie



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; State of Colorado Dep

Action Requested: Discussion

Parties to the Agreement: The State of Colorado Department of Human Services & Board of County Commissioners- Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This Memorandum of Understanding (MOU) is made this 1st day of July 2025 between the State of Colorado Department of Human Services (CDHS) and the Board of the County Commissioners or other elected governing body of Gunnison County, Colorado. CDHS is the sole state agency

Fiscal Impact:

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/21/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/21/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025

MEMORANDUM OF UNDERSTANDING - ANNUAL REAFFIRMATION

The State of Colorado Department of Human Services and the Board of County Commissioners or other elected governing body of Gunnison County, Colorado.

This Memorandum of Understanding (MOU) is made this 1st day of July 2025 between the State of Colorado Department of Human Services (CDHS) and the Board of the County Commissioners or other elected governing body of Gunnison County, Colorado (the “County”).

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in CRS 26-1-201.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal “Personal Responsibility and Work Opportunity Reconciliation Act of 1996” thereby adopting the Colorado Works Program (“Works Program”) for the purposes of this MOU.

CRS 26-2-715 requires CDHS, and the County to enter into an annual performance contract that explains the County’s duties and responsibilities in implementing the Works Program.

CDHS and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County. Neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDHS and the County:

1) MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

a) The parties agree that the provisions of this MOU constitute compliance with CRS 26-2- 715.

2) TERM



a) The term of this MOU will be from July 1, 2025, through June 30, 2026. This MOU shall be reaffirmed annually through an amendment signed by both parties.

3) REQUIRED DUTIES OF THE COUNTY

a) The County will administer and implement the Works Program using fair and objective criteria, and in compliance with federal law, State Statute, and applicable program policy in 9 CCR 2503-6 (Works Program).

b) The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise outlined in 9 CCR 2503-6.

c) The County will not restrict eligibility or the provisions of services, nor will it impose sanctions that are inconsistent with State Statute or Federal law and applicable program policy, including the process and sanctions outlined in 9 CCR 2503-6.

d) For the term of this MOU, the County's negotiated Work Participation Rate (WPR) will be held accountable only to the adjusted WPR, after the caseload reduction credit is applied, with the elimination and removal of the Two-Parent rate. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.

e) The parties acknowledge that the WPR is, as of the signing of this MOU, the only federally mandated performance goal identified specifically in CRS 26-2- 712 (4). The parties also acknowledge that in an effort to help individuals prepare for and enter the workforce, they are encouraged to adopt employment focused measures, as outlined under "OPTIONAL OUTCOME MEASURES" below.

f) The County will maintain sufficient records, and will permit CDHS or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDHS as specified in CRS 26-2-717 for the Colorado Works Program. The County must also continue to report to CDHS as currently required by CRS 26-2-716 and 717 for the Colorado Works Program and must report to CDHS as required by law. In addition, Counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.



- g) As specified by rule and state statute, counties shall have flexibility in determining the approaches needed to achieve federal and State requirements. The County agrees to provide CDHS with its adopted policies and any updated written information when, or if, changes to these policies are made in these Programs. The County agrees to provide the information and policies specified in paragraph (h) herein, to CDHS for review and approval prior to adopting aforementioned policies.
- h) Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDHS, as described in paragraph (g) herein, are for informational purposes and are provided to assist CDHS in meeting its responsibilities, with respect to the Colorado Works Programs. Nothing in this MOU gives CDHS the authority to require any County policies beyond what is required by statute or rule. The County acknowledges CDHS's right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.
- i) The County will utilize the technical assistance, training and reporting or tracking resources offered by CDHS in order to administer the Programs, including those that support the four purposes of Temporary Assistance to Needy Families (TANF) and will meet the WPR.
- j) The County will participate in formal expeditious vetting processes with CDHS to review, draft and recommend policies or rule changes that would have a positive impact on WPR and meet federal guidelines.
- k) In order to maximize the caseload reduction credit for the State, the County will actively identify and report third party Maintenance of Effort (MOE) contributions, in accordance with the timelines and guidelines established by CDHS.

4) OPTIONAL OUTCOME MEASURES

- a) Counties may submit a proposal as an attachment to this MOU, describing additional employment focused performance measures, specific to employment. Such proposals may be submitted either at the time of execution or at any time during the period of this MOU. The proposal is limited to issues regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, terms and conditions will require either interim targets for each performance measure or a framework for how interim goals will be set after the



baseline measures are established. The terms and conditions will establish a review process for programs, strategies and metrics designed to achieve optimal outcomes.

b) Upon approval of the proposal by CDHS, the County or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum, and negotiated WPR that consider employment focused outcome measures and anticipated statewide case-load credit reductions.

5) DUTIES OF CDHS

a) In consultation with the Counties, CDHS will oversee the statewide implementation of the Works Program, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.

b) CDHS will monitor the County's provision of basic assistance grants and, if necessary, perform the duties outlined in CRS 26-2-712 (5).

c) CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Benefit System and its application relative to the Works Program. Because the State Benefit System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State Benefit System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments of restorative benefits.

(1) The State acknowledges that liability to third parties resulting from erroneous, inaccurate or inadequate State Benefits System notices to Works Program households, is properly the State's liability. CDHS will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph as a State Benefit System caused error. This provision does not apply to any errors, claims or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow program rules formally adopted by the State Board of Human Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rule engine.



- d) CDHS will develop and provide training for Works Program staff, as required by CRS 26-2-712 (7).
- e) CDHS will hold Contracted Agencies with cooperative agreements with the State Department responsible for providing reception and placement services for refugees, accountable to its own WPR and must not include refugees receiving Contracted Agency's services in the County's calculation of the WPR. The Contracted Agency's negotiated WPR will be held accountable only to the adjusted WPR after the case-load reduction credit is applied with the elimination and removal of the Two-Parent rate.
- f) CDHS will use valid data from the State Benefit System and other sources, as necessary, to accurately calculate the County's WPR. Prior to submitting its calculation to the federal government, CDHS will provide the County the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity and proper calculation of the WPR.
- g) CDHS will provide technical assistance and available resources to the Counties to help Counties meet WPR and Payment Accuracy Goals.
- h) CDHS will provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program, in support of the four purposes of TANF and to meet WPR.
- i) CDHS will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on work participation rate and meet federal guidelines.
- j) In order to maximize the caseload reduction credit for the State, CDHS agrees to actively identify and report third party Maintenance of Effort (MOE) contributions.
- k) The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required in CRS 26-2-712.

6) JOINT STATE AND COUNTY DUTIES

- a) The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the WPR.



- b) As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federally required performance requirements.
- c) The State and the Counties will work together to ensure that the information entered and reported in the Colorado Benefits Management System is as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the systems.

7) REMEDIATION PLANS

The County, in consultation with CDHS may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:

- a) Spending, federal or state, Works Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
- b) Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or failing to meet the negotiated performance measures;
- c) Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan, and applicable program policy;

8) SANCTIONS

- a) Subject to the limitations set forth herein, if CDHS subject to a federal sanction, and the County's remediation plan was insufficient, CDHS may impose sanctions on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:
 - 1. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or not meeting negotiated performance measures;
 - 2. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan and applicable program policy;



- b) A sanction should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.
- c) The county will not be sanctioned or required to follow a remediation plan if:
 - 1. the County can demonstrate by a preponderance of evidence that CDHS provided inaccurate guidance, training or data with regards to performance under this MOU; and,
 - 2. that the County's reliance on this information is the proximate cause for the imposed sanctions. If the County can only demonstrate that it is the proximate cause for part of the sanction, the County will not be liable for that portion of the sanction.

9) PROCEDURES FOR IMPOSING REMEDIATION PLAN OR SANCTIONS

- a) The process for a sanction or remediation plan against the County by CDHS will be as follows:
 - 1. CDHS will provide the County with written notice of the County's failure to meet the performance measures outlined in this MOU. This notification will include all associated documentation that supports CDHS's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
 - 2. If the County's remediation plan does not rectify the performance problem, CDHS may determine the appropriate level of sanction. CDHS shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDHS will provide the County one hundred eighty (180) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as, all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or correction is possible. Upon receiving such notice, the County has sixty



(60) days to contest, explain or offer evidence of mitigating factors, sanctions are imposed.

3. If a sanction is imposed, the amount cannot be greater than that imposed by the federal government. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be sanctioned for its share of the sanction.

b) CDHS will provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that related to the sanction process. If CDHS fails to provide the required documentation within the twenty (20) days, it may not hold the County liable for that sanction.

10) CIRCUMSTANCES FOR CDHS ASSUMING ADMINISTRATION

a) If the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDHS may assume the County's administration and implementation of the Works Program.

i) In that event, CDHS will provide the County ninety (90) days written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or to correct the failure before assuming the duties.

b) If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion may ask CDHS to assume the County's administration and implementation of the Works Program. CDHS is under no obligation to accept or assume the administration of the Works Program.

i) If CDHS assumes the County's administration and implementation of the Works Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS 26-2-714 for the Colorado Works Program. CDHS will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS 26-2-717 for the Colorado Works Program

11) DISCRETIONARY MATTERS

The parties agree that all portions of Part 7 or Article 2 of Title 26, C.R.S. for the Colorado Works Program grant discretion to either party regarding the administration of the Works in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

12) SEVERABILITY

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

13) INTEGRATION OF UNDERSTANDING

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed by the parties.

The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State statutes and rules, and for Colorado Works includes, lawful rules promulgated by the State Board of Human Services. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

14) NO THIRD-PARTY BENEFICIARY

This MOU is binding on CDHS and the County as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDHS and the County, to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third-party receiving



services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

15) DISPUTE RESOLUTION

a) Prior to the execution of this document, if CDHS or the County are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU that apply to the Colorado Works Program, either CDHS or the County may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715 (3).

b) Subsequent to the execution of this document, CDHS and the Counties will work in good faith to resolve a dispute arising from any provision of this executed MOU as applied to the Colorado Works program. If the parties are unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties;

i) Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party, by certified mail. Decision by the Governor, or his appointed third-party, is non-binding.

ii) Mediation by a dispute resolution panel, to consist of one County designated member, one CDHS designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees and must share equally in any fees paid to panel members. The panel's decision shall be made by a majority vote of its members and is non-binding.

iii) Mediation by the State Board of Human Services. If the State Board is requested to mediate, the provisions of CRS 26-2-715 concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.

c) None of these options will be a jurisdictional prerequisite to legal action by either party.



COLORADO
Department of Human Services

Minna Castillo, Deputy Executive Director, Community Partnerships, State of Colorado
Department of Human Services

COUNTY OF _____ COLORADO, by and through the BOARD OF
COUNTY COMMISSIONERS

Chairman

ATTEST:

County Clerk to the Board

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; 2025 Injury and Violence Preven

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Office of Gun Violence Prevention mini grant - Collaborating with community partners to provide education and safety items to prevent gun violence and Unintentional iniuries.

Fiscal Impact:

Submitted by: Shonna

Submitter's Email Address: sgray@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/30/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/30/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 4/30/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025

2025 Injury and Violence Prevention Mini-grants Initiative

CDPHE the Office of Gun Violence Prevention and the general injury teams are partnering to invite applications for the 2025 Injury and Violence Prevention Mini-grant Initiative for LPHAs. This funding opportunity aims to support communities to implement time-limited activities that address either of the following: 1) Unintentional injury with a priority on motor vehicle safety, traumatic brain injury (TBI), or Adverse Childhood Experiences (ACEs); and 2) Gun violence prevention.

Goals: The overarching goals of this mini-grant opportunity are to reduce morbidity and mortality due to unintentional injuries and gun violence, as well as to promote unintentional injury and gun violence prevention.

Funding Criteria:

- Total funding available \$180k. Grants available between \$5-10k.
- Reimbursement of costs incurred
- Awarded LPHAs must incur the costs by June 30th, 2025 (for projects focused on gun violence prevention) and July 31st, 2025 (for projects focused on unintentional injuries) and submit invoices for reimbursement within 45 days of project end.
- No agency can receive more than \$10,000. Multiple awards are possible, but each must be small enough to total no more than \$10,000.

Project Requirements: Must be specific to unintentional injury or firearm violence primary or secondary prevention, interruption, or harm reduction activities. Priority on evidence-based projects/outputs.

Project Examples:

- Event sponsorship or implementation
- Training/education
- Community partnership strategic planning process – must focus on planning for unintentional injury or firearm violence work with collaborators.
- Implementation of planned activities focused on reducing firearm violence and/or unintentional injuries in communities. Ideally, implementation would be a collaborative process that involves partners. Examples include outreach and education, purchase of safety material to distribute, environmental changes, etc.
- Development or expansion of partnerships/coalitions focused on gun violence and/or unintentional injuries – must be willing to sustain without these funds (as this is short-term funding)
- Evaluation of new or ongoing work focused on preventing unintentional injuries
- Reporting to CDPHE on data-to-action success using injury data where you report on the injury data results that you used and the resulting activity you implemented or plan to implement
- Staff and partner capacity building (including professional development and continuing education) specific to unintentional injury prevention.
- Youth development programming, can only fund a portion, must be able to sustain remainder

Awardees will be required to submit final deliverables upon the completion of the project and no later than June 30, 2025 for Office of Gun Violence initiatives and July 31, 2025 for Core Injury Prevention projects.

Application:

The application will consist of a short Google Form where you will be asked for the following information:

1. Answer a short list of questions
 - a. What is your project description, including focus population?
 - b. How was the need for this project determined?
 - c. How will you ensure that funding will be spent by deadline?
 - d. Will your project be complete by the deadline or is it an ongoing project? If it is ongoing, please describe how you will sustain the work.
 - e. Please list any partners involved.
 - f. Please share the outcomes that your project would contribute to
 - g. Please share any relevant deliverables that you will share at the conclusion of the project to demonstrate that you used the funding as proposed.
2. Agree to the following terms and conditions:
 - a. Acknowledgment of spending deadline and that if funds are not used by the deadline, they will be forfeited
 - b. Agree to the cost reimbursement model which means submitting invoices for expenses incurred
 - c. Confirm that the funds will not be duplicative or supplanting other funds
3. Attach a budget

The [Application form](#) will open for application submission on April 7, 2025, and applications will be reviewed as they come in until funding runs out. No applications will be accepted after May 15, 2025. If all funding is awarded prior to this date, the application will be closed.

Email questions to molly.siegel@state.co.us and maura.proser@state.co.us

Gunnison County HHS
Budget for Project Plan

Hard Sided Gun Safe:	\$3,000
Full face bike helmets:	\$1,000
Bicycle Hemets:	\$1,000
Car Seats various sizes	\$1,500
Bike Lights	\$1,500
Community Education	\$2,000
	\$10,000

Project plan

Collaborate with Grasp, GCSAPP, and Gunnison Valley Health Trauma Coordinator to provide education and resources topics include, but are not limited to:

- New Colorado Gun Laws
- Family Friendly Gun Safety
- Bike Safety
- ATV Education
- Car Seat Safety

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: State of Colorado Intergovernmental Grant Agreemen

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Gunnison County submitted a grant request to the Colorado Energy Office on behalf of GVH. This grant will support the electrification of the new EMS building

Fiscal Impact: 0

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/21/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/21/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 4/21/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025

State of Colorado Intergovernmental Grant Agreement

Cover Page

State Agency		Local Match Amount
Colorado Energy Office		\$153,500.00
Grantee		
Board of County Commissioners of Gunnison County		Grant Issuance Date
		The Effective Date
Grant Amount		Grant Expiration Date
State Fiscal Year 2025	\$500,000.00	April 30, 2030
State Fiscal Year 2026	Any unspent funds	
from SFY25		
State Fiscal Year 2027	\$0.00	Agreement Authority -
State Fiscal Year 2028	\$0.00	Authority to enter into this Agreement exists
State Fiscal Year 2029	\$0.00	in CRS §24-38.5-101, et seq., and funds have
State Fiscal Year 2030	\$0.00	been budgeted, appropriated and otherwise
		made available and a sufficient
		unencumbered balance thereof remains
Total for all State Fiscal Years	\$500,000.00	available for payment under HB-22-1362.

Grant Purpose

The Grantee was awarded funding as a result of the competitive Public Building Electrification Grant Program (PBEG).

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget and Payment Conditions.
3. Exhibit C, Grantee’s Application.

In the event of a conflict of 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:

1. Colorado Special Provisions in §17 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.
4. Exhibit B, Budget and Payment Conditions.
5. Exhibit C, Grantee's Application.

Principal Representatives

For the State:

Brittney Vancuran

Colorado Energy Office

1600 Broadway Street

Suite 1960

Denver, CO, 80202

Brittney.vancuran@state.co.us

For Grantee:

John Cattles

Gunnison County

200 E. Virginia Avenue

Gunnison, CO 81230

jcattles@gunnisoncounty.org

Signature Page

The Parties hereto have executed this agreement

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

Grantee
Board of County Commissioners of
Gunnison County

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Energy Office

By: Matthew Birnie, County Manager

By: Dominique Gomez, Deputy Director

Date: _____

Date: _____

In accordance with §24-30-202,
C.R.S., this Agreement is not valid
until signed and dated below by the
State Controller or an authorized
delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Jonathon Bray, Controller, Office
of the Governor

Effective Date: _____

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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. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **“Budget”** means the budget for the Work described in Exhibit B.
- D. **“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.
- E. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- F. **“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.
- G. **“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.
- H. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- I. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- J. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- K. **“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

- 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. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- P. **“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. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- Q. **“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.
- R. **“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 Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, 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.

- S. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- T. **“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.
- U. **“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.
- V. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- W. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- X. **“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 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 Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). In providing the Local Match Amount, Grantee may utilize other grant funding. 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 Local Match Amounts, less any amount funded by other grant funding, 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. Close-Out.

Grantee shall close out this Grant within 45 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 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

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, 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.

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. 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.

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. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Grantee, including, but not limited to, Grantee’s employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

9. Conflict 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.

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. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement 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.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of

such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-

infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise, 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 Agreement 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 Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee'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.

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its 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 Parties risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement 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.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall 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. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Contract that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Contract and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

Exhibit A, Statement of Work

1. Public Building Electrification Grant Program

The Public Building Electrification Grant (PBEG) Program was created by [HB 22-1362](#) to promote greenhouse gas emissions reductions from public buildings in the State of Colorado. Emissions from heating buildings are one of the five major sources of greenhouse gas pollution in the State, according to the State's Greenhouse Gas Pollution Reduction Roadmap. Furthermore, public buildings tend to be older buildings whose systems have high energy needs and high energy costs. Energy upgrades to public buildings often remain cost-prohibitive and are a lower priority than the execution of public services. In recognition of these challenges, the PBEG Program was designed to support public buildings in need of financial and technical assistance to transition fossil fuel powered HVAC systems, water heating systems, or fossil fuel-powered appliances to highly efficient electric equipment and appliances.

The resulting Public Building Electrification Grant Program (PBEG) program is a competitive, reimbursement-based grant program administered by CEO. The total funding amount distributed by PBEG is not to exceed \$10 million over the program's duration. Projects that support electrification and energy efficiency upgrades in Disproportionately Impacted, Low-Income, and/or Just Transition (DI / LI / JT) communities are highly encouraged. 30% of total grant funding is reserved for projects in DI / LI / JT communities.

Funding allocations will go exclusively toward the purchase and installation of high-efficiency electric equipment for space heating, water heating, or cooking in public buildings. In the case of applicants located in DI/ LI/ JT communities, administrative costs associated with the purchase and installation of electrification equipment are eligible for additional cost coverage.

2. Project Description

The Grantee was awarded grant funding as a result of the Public Building Electrification Grant (PBEG) Request for Applications (RFA). The Colorado Energy Office (hereinafter called "CEO" or the "State") agrees to provide funding to the **Gunnison County** (hereinafter called "Grantee"), towards the costs associated and eligible with the PBEG program.

PBEG is a program administered by the Colorado Energy Office (CEO) to encourage use of electric equipment and appliances in buildings, because they reduce greenhouse gas emissions, promote energy security through reliance on domestic electricity, and drive an innovative market for new technology applications. The general purpose of this project is to encourage the installation of electric building equipment in public buildings throughout the state of Colorado.

Grantee is requesting funding for the planning and installation of electric equipment in **the new Gunnison Valley Paramedics Station at 1200 North Colorado Street Gunnison, CO 81230.**

Any dates or deadlines with the exception of the Effective Date and Grant Expiration Date of this Grant Award Letter may be adjusted by mutual written agreement of the Grantee and CEO. Exclusively for the purposes of modifying deadlines in this Statement of Work, e-mail shall suffice as written documentation. If applicable, an extension of the Grant Expiration Date of the Grant Award shall require a formal modification to the Grant Award Letter.

The Grantee shall hire and retain contractors and other professional services as needed to purchase and install necessary equipment and supporting structures.

Total award not to exceed **\$500,000.00**

3. Grantee Tasks, Deliverables & Timeline

Grantee is subject to the following tasks, deliverables and timelines.

3.1. Grant Administration

3.1.1. Kick-off Meeting

Kick-off meeting will be held within 45 days of Grant Agreement execution and will establish expectations of Grantee for implementing this agreement. The meeting shall include, but not be limited to, a review of the project implementation timeline, contingency plans should the original timeline be extended, Grantee's strategy to implement the proposed project and associated deliverables, and a review of this agreement to ensure a clear understanding of expectations.

Deliverables: PowerPoint slides or presentation containing the project timeline and contingency plans. Other meeting materials developed as appropriate.

Timeline: Meeting will be held within 45 days of grant agreement execution and materials developed and presented in the kick-off meeting to be delivered to the grant program manager within 2 business days following the meeting.

3.1.2. Reporting & Progress Meetings

CEO & Grantee shall conduct check-in calls on a quarterly schedule (State fiscal year). The Grantee shall be responsible for ensuring that all relevant staff attend calls. Meeting agenda will include updates on relevant project tasks, challenges and barriers the Grantee is encountering, and any decisions or guidance needed from CEO. Additionally, these meetings may include identifying any needed modifications to the tasks, implementation timeline, or budgets.

- Monthly Progress Reports
Grantee will be subject to monthly performance reporting.
Reports shall include:

- Financial/Expenditure – tracking of grant related expenses for the quarter (paid and unpaid) and expenditures to date by match funding source. Expenses must match the budget line items outlined in Exhibit B. Expenditures of funds must reconcile with CEO's files and may also include unpaid invoices.
- Programmatic – narrative report; including progress made toward project goals and objectives, obstacles encountered to date and possible solutions, photos indicative of construction progress for the quarter, planned activities for the next month.

Deliverables: Monthly progress report with financial/expenditure tracking and programmatic narrative update.

Timeline: Monthly reports will be submitted to the grant program manager by the 15th of each month.

- Annual Performance Reporting

Grantee shall submit a report to the Colorado Energy Office the first five years after receiving the grant award. This report shall include description of the project and measures funded using grant funds and operational data of electric equipment on gas and electricity use, cost, and emissions. Reporting template will be provided by the Colorado Energy Office.

Deliverables: Annual report with financial/expenditure tracking, programmatic narrative update, and impact reporting on energy use.

Timeline: Annual report will be due each year in December.

- Final Report

- The Grantee shall complete reimbursable work within 12 months of the Grant Agreement Effective Date and submit a final report. This report will demonstrate the completion of the project and installation of the electric equipment. To be acceptable, the final report must explain the Grantee's procurement and installation process, and it must identify the location of the equipment accompanied with a picture of the installed unit. The Grantee shall provide an invoice to CEO for the purchase of the unit and associated equipment, permitting costs, and the labor costs associated with the installation. To be acceptable, the invoice must be supported by receipts or invoices for all equipment, permits, and labor. The invoice must include an itemized list of all project costs being considered under the grant, including a breakdown of those covered under PBEG and by any match funding.

Deliverables: Final report providing a summary of key accomplishments from the past year, including project completion and final reporting requirements.

Timeline: Due at final reimbursement request within 12 months of Grant Effective Date.

Budget: \$0.00

3.1.3. Payment Requests/Reimbursements

- Grantee shall submit a finance/expenditure report including receipts/invoices detailing eligible project expenditures and pictures of operational equipment, along with the monthly progress report detailing installation and operation of electric equipment per unit complete. The electric equipment will be acceptable to the CEO if they are installed, operational, and available for use. The Grantee's invoice to CEO will be acceptable if it is properly supported by invoices or receipts and the costs are associated with procurement of electric equipment, construction materials, permitting, construction labor costs, and installation costs.
- The reimbursement report will be acceptable to CEO if it explains the Grantee's procurement and installation process, and it identifies the location of the electric equipment accompanied with a picture of the installed units. If the units, invoice, and report are acceptable, the CEO Program Manager will submit the invoice to the accounting department for payment.
 - If the units, invoice, and report are unacceptable, the CEO Program Manager will work with the Grantee to correct, modify, or replace as needed.

Deliverable/s: The following documentation is required for CEO to reimburse eligible costs on the project:

- Reimbursement Report
- Summary Invoice/Reimbursement Request
- Legible copies of all sales invoices showing the purchase price and amount paid by the applicant for the equipment, number of units purchased and serial numbers from the units.
- Legible copies of all invoices/receipts showing installation costs and number of labor hours spent by the installers and any subcontractors on the project.
- Date(s) of installation, installation completion and when the unit(s) are operational and available for use.
- Digital photograph(s) of the completed unit(s).

- Photographs must demonstrate adherence to the design standards. Additional photographs may be requested prior to reimbursement being finalized if this is not clearly demonstrated.
- All deliverables shall be adjusted to the final approval and discretion of the CEO.

3.2. Equipment Installation & Commissioning

3.2.1. Equipment Installation

The following activities will be performed and equipment will be purchased, installed, and operational:

- Space Heating & Cooling
 - Geothermal wells (5)
 - Circuit loops, header piping, pressure testing, flush and purge (5)
 - Heat pumps (10)
 - Associated equipment and labor costs required for equipment installation.

Deliverables: Installation of approved appliances with supporting documentation including paid invoices and photos

Budget: \$500,000.00

3.2.2. Commissioning & Operational Verification

Grantee shall undertake a process to ensure all systems & equipment are designed, installed, tested, operated, and maintained according to the operational requirements to ensure proper installation and operation. Grantee shall also clearly demonstrate installed equipment is primarily used over fossil fuel driven redundancy boiler(s).

Deliverable/s: Supporting documentation including a commissioning logbook, IPMVP Option B compliant M&V plan and report and any supporting data and primary information to be provided within 1 year of project completion date.

3.2.3. Final Project Design

Grantee is tasked with finalizing the detailed design of this project and providing CEO with a copy of such design.

Deliverable/s: Copy of final project design development and construction documents upon completion.

3.3. Local Match Amount

Grantee shall submit to the Colorado Energy Office details on any federal and local tax benefits received for the property that constitute grant match requirements. The

Grantee shall provide a total cash match of **\$153,500.00** from the Gunnison Valley Health Foundation Funds.

Deliverable/s: Evidence of any federal tax credit/benefits or local rebates received for this project. Evidence of general reserve funds and budgeted capital expenditure allocated for the project.

3.4. Acceptance Criteria

Deliverables will be accepted upon timely submission and review by the CEO grant manager to ensure they meet all criteria in the above tasks and are included in the monthly reports from the Grantee. CEO shall notify the Grantee in writing within ten (10) calendar days of receiving a deliverable whether it accepts or rejects that deliverable. If no notification is delivered to the Grantee within this period, the deliverable shall be considered accepted. Any deliverable rejection notice shall specify in reasonable detail the way the deliverable does not materially conform to the specifications set forth in this Exhibit A. Grantee shall then implement such changes as reasonably required to bring the deliverable into material conformity with this Exhibit A. If, at the time the Grant is closed-out or terminated, it is determined that the Work is unfinished, incomplete, or unsatisfactory, or if Grantee fails to complete its obligations under this Statement of Work, in the State's sole discretion, the State shall have the right to recover from Grantee up to 100% of the Grant Funds that have been expended.

Exhibit B, Budget and Payment Conditions

1. Eligible Costs

The following items are eligible for reimbursement:

- Energy audit(s) of ASHRAE Level II or equivalent to help an applicant determine electrification equipment type and sizing for the project.
- The purchase and installation of high efficiency electric equipment for space heating, water heating, or cooking.
- Utility and electric infrastructure upgrades that are necessary to install high efficiency electric equipment. This includes wiring, transformers, breaker boxes, electrical panels, and circuits.
- The purchase and installation of other innovative high efficiency building technologies that the CEO decides will likely be the same or better efficiency as high efficiency heat pumps.
- DI / LI / JT Communities Only: Community organizing time associated with the planning of the neighborhood-scale electrification project. Up to 30 hours of community organizing to recruit homeowners, organizing energy audits, and other tasks associated with the planning grant may be reimbursed through the grant.
- DI / LI / JT Communities Only: Administrative costs associated with the implementation of the neighborhood-scale electrification project may be reimbursed through the grant funding. Administrative costs may include but are not limited to reimbursement for staff time for managing or coordinating the implementation and installation of the equipment, working with contractors to complete projects, or other implementation-focused activities.

2. Project Budget

Table 1. PBEG Budget Form Summary

Planning Phase Budget Request	Measure	Total Cost	CEO Grant Coverage Percentage
	Energy Audits/ Analysis Costs:	\$0	0%

	Community Organizing Costs:	\$0	0%
	Total Request	\$0	0%
Implementation Phase Budget Request	Measure	Total Cost	CEO Grant Coverage Percentage
	Electrification Equipment Costs:	\$740,500.00	67.5%
	Electric Service/Panel Upgrade Costs:	\$0.00	100%
	Administrative Costs:	\$0	100%
	Total Request before Training:	\$500,000.00	
	Total Request Cover by Grant after Training:	\$500,000.00	
Total Project Costs Covered before Training (Planning & Implementation)		\$500,000.00	
Total Project Costs Covered by Grant after Training (Planning & Implementation)		\$500,000.00	

*Grantees who elect to participate in CEO's electrification training course receive a 5% increase on electrification equipment costs covered by CEO not to go over the maximum award amount.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Gunnison Valley M

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison Valley Mentors

Term Begins:

Term Ends:

Grant Contract #:

Summary:

HHS would like to contract with Gunnison Valley Mentors to provide psycho-education sessions with adolescents as part of the Behavioral Health Administration Children Youth and Families Grant. This will be for services during the summer of 2025 for \$5,000.00

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/30/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/29/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/29/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 1 day of June, 2025, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and Gunnison Valley Mentors, whose address is 101 N. 8th Street, Gunnison, CO 81230 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services regarding Psycho-education services (“Services”) as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2025, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its promotion of optimal community and family health, safety and wellbeing strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Five Thousand and No/100 U. S. Dollars (\$5,000.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars

(\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts

of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

8. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

10. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action

passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

11. DELEGATION AND ASSIGNMENT.

Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

12. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

13. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

14. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.
- f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

15. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

16. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time,

either party may terminate this Agreement and both parties will be released from any further obligation to the other.

19. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to: Board of County Commissioners of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: Tina McGuiness, Executive Director
Gunnison Valley Mentors
101 N. 8th Street
Gunnison, CO 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

20. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

21. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically

by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

22. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor’s or a subcontractor’s website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

23. RECORDS.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours’ notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

24. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement,

including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR

By: *Tina McGuinness* 4/28/2025

Tina McGuinness, Executive Director

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Grant Sub-Recipient shall perform and provide the following services:

1. Employ a Plus Mentor during the summer of 2025, to do the following activities:
 - a. Provide psycho-education sessions with youth in the Mentors program.
 - b. Utilize tracking of unduplicated clients served to measure progress, including documentation of demographic information and sharing that information with Gunnison County by August 31, 2025.
2. Invoicing will occur by the 15th of the month following and will include documentation of expenses. Documentation will include:
 - a. Timesheets and number of youth served.
3. Quarterly check-ins with Gunnison County Project Manager will be attended by a Grant Sub-Recipient representative in order to discuss progress and any challenges.

Gunnison County will:

1. Review monthly invoices and documentation for accuracy and notify Grant Sub- Recipient within 7 days of receiving invoice of any questions. Upon receiving complete and accurate invoices with documentation, Gunnison County will pay Grant Sub-Recipient within 15 days of review and receipt of accurate invoice and documentation.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Quote 1150047-2; United Companies; Public Works; \$

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

United Companies is the only local source for Hot Mix Asphalt and the product is required for road maintenance. Their price is set annually for HMA that is dispensed into County dump trucks (FOB pricing).

Fiscal Impact:

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/17/2025

County Attorney Review:

Required

Not Required

Comments:

potential indemnification under Section 12. Otherwise, legally sufficient. SO 4/21/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/21/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

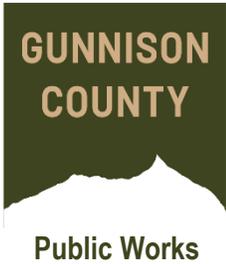
Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025



Martin Schmidt, Assistant County Manager for Public Works

Phone: (970) 641-0044
mschmidt@gunnisoncounty.org

Sole Source Procurement Request – Hot Mix Asphalt (HMA)

Date: 4/9/2025

Gunnison County Public Works needs to purchase Hole Mix Asphalt for road repairs and maintenance.

This product is not unique to any one company, but in Gunnison County there is only one supplier of this material. HMA is a temperature and time sensitive material that cannot be reasonably hauled for any sizable distance. It is best delivered as rapidly as possible from the mixing plant to the project site.

United provides high quality HMA directly into County trucks. This allows the County to acquire the needed amount of materials for multiple types of maintenance projects.

The Gunnison County Procurement Policy (1.2.10), allows for sole source awards with certain criteria. "A department director may recommend, and the County Manager may approve the award of a contract without competition after conducting a good faith review of available sources. The department director of the requesting department, with assistance from the Finance Director, may conduct negotiations, as appropriate, regarding price, delivery, and other terms and conditions."

Gunnison County has received the attached price per ton contract for material out of the hopper at the United East pit near Gunnison. Larger projects or projects where United would perform more work than supplying HMA (such as grading or laydown work) would result in additional contracts being proposed to the Board for consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Martin Schmidt".

Martin Schmidt

Approval:

Laura Puckett-Daniels



To place an order please call Customer Service at

970-243-5994

www.united-gi.com



www.telluridegravel.com

Customer Quotation & Contract

Date	4/11/2025	Quote Valid Thru Date	10/15/2025
Project	2025 Gunnison HMA Pricing	Project Address	TBD Gunnison County Gunnison, CO 81230
Customer	Martin Schmidt	Quote Number	Q1150047-2
Company	Gunnison County	Customer Number	3066
Phone	(970)-641-0044	Customer PO Number	
Fax		Project Tax Exempt	Yes
E-Mail	mschmidt@gunnisoncounty.org		Terms: Net 30 Days From Invoice Date

Quoted By: Misty Grosse **Phone:** (970)-379-0598 **Email:** misty.grosse@unitedco.com

Product Code	Description	Quantity	Unit	Unit Price	Extended/Amount
222512	1/2" 25% RAP 58-28	50	TON	\$137.55	\$6,877.50
224068	1/2" FAA Spec Virgin 75 Blow 76-34	1	TON	\$162.55	\$162.55

	Fuel Surcharge Per Ton			\$0.70
	Environmental Fee Per Ton			\$0.15

Special Notes:

- Prices are valid until the Gunnison HMA plant closes for the winter. Typically, this winter closure takes place October 15th, however, weather conditions and ambient temperatures could cause this date to be shortened or extended.
- The FAA mix will only be available during the middle of May when the Gunnison Airport project is taking place. Please provide a minimum of 2 week's notice if you desire to purchase the airport mix so enough oil can be ordered.
- Fuel surcharge and environmental fee are in addition to the cost of the mix and will add an additional \$0.85/ton.

Note:

- Due to the volatility of liquid asphalt United Companies cannot guarantee product availability. Please contact your local salesperson for availability of asphalt product.
- As of January 1st, 2026, please anticipate, at a minimum, an additional 10% increase on materials and environmental fees per ton per calendar year moving forward.
- This is a three-page quote with the terms & conditions and is job specific.
- Price quoted is FOB the specified Pit location. If the delivery option is accepted the site must be accessible for the type of truck delivering the material.
- United Companies will need a 60-day notice on any specialty or non-general sales type material and a firm quantity for production purposes. Any material produced for the project will be billed to the customer.
- Each per ton price quoted is subject to the fuel surcharge.
- Customer will need to establish an account with United Companies.
- Prices do not include any applicable taxes. Tax exempt Certificates or Re-Sale Licenses must be presented prior to material pick up or taxes will be applied.
- All import is subject to United Companies inspection and acceptance. No trash, building materials or contaminated material will be accepted. Any clean up or removal costs will be the responsibility of the customer. Pieces must be no larger than 2ft x 2ft x 8in. No steel without prior approval. Quantity of import must not exceed the quantity of purchased material without prior approval. Import fees may apply.*
- Material is quoted to be in spec when it is loaded into customer's trucks. Quality of material beyond this point is the responsibility of the customer. No additional testing is included and will be charged extra.
- If the pricing, terms and conditions are accepted, please sign in the space provided and return the original hereof to United Companies.
- Prices are good for 30 days. Please retain a copy for your files.

STANDARD TERMS AND CONDITIONS – MATERIAL SALES

Applicability. The accompanying quotation/confirmation of sale/invoice and these terms (collectively, the “*Order*”) comprise the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. These terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms.

Payment. Payment terms are net 30 days from date of purchase or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys’ fees, arising out of Buyer’s failure to make all payments due under this Order in a timely manner.

Taxes. Buyer is responsible for payment of all taxes and duties of any nature whatsoever, including any local, state and federal taxes. Buyer agrees to indemnify and hold Seller harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Seller.

Suspension; Termination. In addition to any other remedies available to Seller, Seller may suspend or terminate this Order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Order (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.

Shipment; Delivery Conditions. Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller’s plant sourcing the Order. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer orders delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge.

Title and Risk of Loss. Title and risk of loss passes to Buyer at the time the materials are loaded into Buyer’s, or Buyer’s agents’, vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller’s delivery, upon delivery of the Materials at Buyer’s location.

Warranty. Seller warrants that the goods herein will conform to the specifications provided to Seller prior to manufacture or shipment of the materials. Seller’s obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller’s materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Order.

Time. If Seller agrees to deliver the goods, Seller shall make reasonable efforts to deliver the goods by the specified delivery date and shall provide notice to Buyer of any expected delays in delivery. Seller is not responsible for failure to supply material

due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

9. Modification. No amendment or modification of this Order shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Order.

10. No Waiver. The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller’s privilege of exercising such right to any subsequent time or times.

11. Damages. Seller’s liability for any and all damages related to this Order shall be limited to replacement of materials sold hereunder. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS ORDER.**

12. Indemnity. To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; (ii) any act or omission by or on behalf of Buyer, its employees, and agents; or (iii) the negligent or alleged wrongful installation of Seller's materials.

13. Loading Responsibilities. Buyer releases Seller from any liability for any damage to Buyer's vehicle during the loading process. Prior to loading, Buyer shall first verify the weight capacity of Buyer's vehicle and shall ensure that any loaded vehicle leaving or entering Seller's property is in full compliance with all applicable laws, including without limitation weight laws. Buyer is solely responsible for securing the load on any vehicles loaded for Buyer's benefit and shall securely fasten a tarp to all loose loads or take any other necessary action to prevent product from escaping the vehicle.

14. Applicable Law. This Order, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state of Seller's plant sourcing the Order.

15. Miscellaneous. (A) Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer's specifications at Seller's facility prior to directing shipment. (B) Unless otherwise stated in this Agreement or the quote provided herewith, prices quoted shall be good for a period of thirty days. (C) Prices are based upon estimated quantities. If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller's costs. (D) All funds paid to Buyer from a third party, for the materials or any portion of the materials sold to Buyer hereunder shall be deemed in trust for the payment of all materials, and such funds shall not become the property of Buyer nor may any portion of such funds be used by Buyer for any purpose, until full payment is made for all materials sold by Seller to Buyer hereunder. (E) For a copy of Safety Data Sheets or product label information, please contact Seller at the phone number or address set forth on the attached page for alternate delivery method or visit Seller's website. Buyer agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Buyer's possession or to whom Buyer sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data sheets or label information, or any other literature or packaging relating to the materials.

16. MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS ORDER, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE OF SELLER'S SOURCE PLANT FOR THE ORDER. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS ORDER, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.

Date _____

Date _____

Accepted by: (signature) _____

Sales Rep (Signature) _____

For Customer (Official Customer Name) _____

Sales Rep Name Misty Grosse

Name of Customer's representative _____

Title of Customer's representative: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; RG and Associates

Action Requested: County Manager Signature

Parties to the Agreement: RG and Associates

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This contract is for consultant support for a rate study for the sewer and water services provided by Gunnison County. Out of four bidders RG and Associates was identified as the best fit bidder by staff.

Fiscal Impact:

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/30/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/25/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/25/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the ___ day of _____, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and RG and Associates, LLC, whose address is 4885 Ward Rd., Suite 100, Wheat Ridge, CO 80033 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services regarding a Water and Sewer Utility Rate Study for Gunnison County Water and Sewer District (“Services”), as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2025, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its High Quality Services strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Twenty-one thousand one hundred fifty and No/100 U. S. Dollars (\$21,150). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100

U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

8. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation.

Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

10. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

11. DELEGATION AND ASSIGNMENT.

Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

12. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

13. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any

resulting intellectual property rights.

14. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.
- f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

15. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

16. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or

right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

19. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to: Board of County Commissioners of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: Ricardo Goncalves
RG and Associates, LLC
4885 Ward Rd., Suite 100
Wheat Ridge, CO 80033
Phone: 303-293-8107

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

20. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

21. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form

by such a recipient through an automated process, but specifically excluding text or instant messages.

22. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

23. RECORDS.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

24. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR

By: Ricard G. [Signature]

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

1. Provide a detailed schedule.
2. Conduct a detailed review of the existing water and sewer rates and develop a general familiarity with the District's billing system.
3. Conduct analyses as necessary of different rate structure options for the district.
4. Meet with staff as needed and attend up to three meetings with the District Board of Directors or County Manager to obtain input and present recommendations.
5. Prepare a preliminary report.
6. Prepare a draft final report.
7. Prepare a Final Report and present to the District Board of Directors.

I hereby certify that these final construction plans were prepared under my direct supervision and that I am fully responsible for their accuracy and correctness.



**RATE STUDIES AND MASTER PLAN,
 DISTRICT OF BUENA VISTA, COLORADO**

PROPOSAL FOR

**CONSULTING SERVICES FOR A WATER
 AND SEWER UTILITY RATE STUDY**

**GUNNISON COUNTY WATER AND SEWER DISTRICT
 GUNNISON, COLORADO**

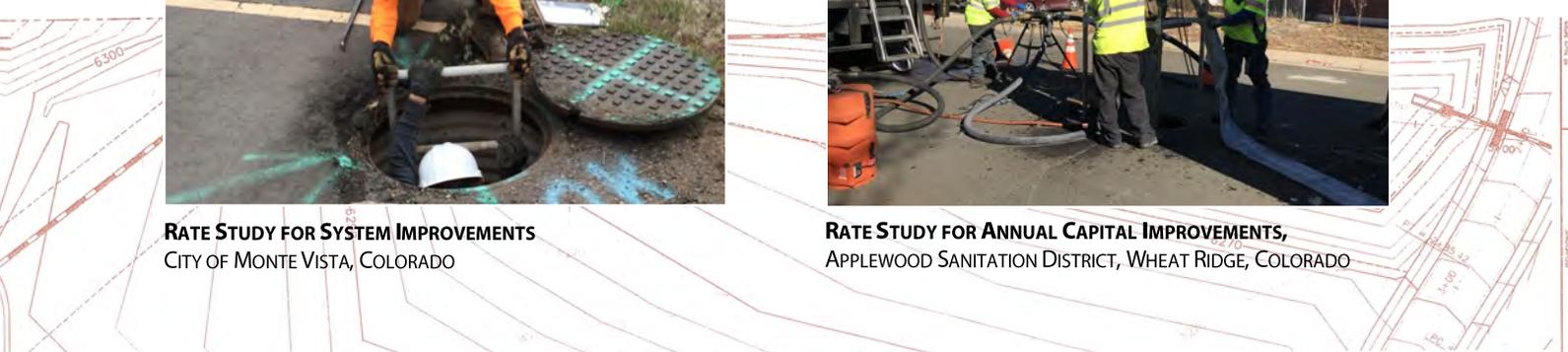
APRIL 3, 2025



**RATE STUDY FOR SYSTEM IMPROVEMENTS
 CITY OF MONTE VISTA, COLORADO**



**RATE STUDY FOR ANNUAL CAPITAL IMPROVEMENTS,
 APPLEWOOD SANITATION DISTRICT, WHEAT RIDGE, COLORADO**



CONSULTANT ENGINEER CERTIFICATION

I hereby certify that these final construction plans were prepared under my direct supervision and that I am fully responsible for their accuracy and correctness.

[Signature]
 Date: _____

THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM DATE OF THE DIRECTOR OF DEVELOPMENT SERVICES APPROVAL.

RECOMMENDED APPROVAL:
 ENGINEERING DIVISION DATE: _____
 APPROVED BY: _____
 DIRECTOR OF DEVELOPMENT SERVICES DATE: _____

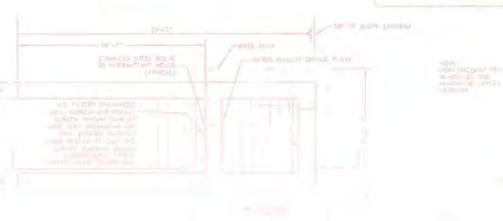
POINT SUMMARY

	WSL	Q (CFS)	VOLUME (AC-FT)
WD	6256.30	47.6	0.11
10-YR	6257.64	31	0.80
100-YR	6260.56	46	1.50



REVISIONS
 MAX. DEPTH = 6'
 WATER QUALITY CLASS = B-2 (NOV)
 MAX. CHAMFER = 1/2" R-1/2"
 MAX. ACCESS WIDE = 48" W-48"

POINT MARKING SHALL BE AS FOLLOWS:
 1. ALL POINTS SHALL BE MARKED WITH A 1/2" DIA. RED PLYWOOD SIGN WITH THE FOLLOWING INFORMATION:
 a. POINT NUMBER
 b. POINT ELEVATION
 c. POINT TYPE (e.g., MANHOLE, VALVE, etc.)
 2. ALL POINTS SHALL BE MARKED WITH A 1/2" DIA. RED PLYWOOD SIGN WITH THE FOLLOWING INFORMATION:
 a. POINT NUMBER
 b. POINT ELEVATION
 c. POINT TYPE (e.g., MANHOLE, VALVE, etc.)



RG and Associates, LLC

Del Norte • Wheat Ridge
 303-293-8107 • www.rgengineers.com



RG AND ASSOCIATES, LLC

Del Norte • Wheat Ridge

April 3, 2025

Martin Schmidt, Assistant County Manager for Public Works
Gunnison County Water and Sewer District
195 Basin Park Drive
Gunnison, Colorado 81230
mschmidt@gunnisoncounty.org

RE: Letter of Transmittal

To Martin Schmidt:

RG and Associates, LLC (RGA) is pleased to submit this proposal for consulting services for a water and sewer utility rate study for the Gunnison County Water and Sewer District.

RGA is a Colorado firm with its office located in Wheat Ridge. The RGA team has been providing engineering, planning and construction administration services to Colorado municipalities, counties, and special districts for over 38 years. We have been doing rate studies like this for special districts for many years.

Our owner, Mr. Ricardo J.F. Gonçalves, P.E., will be the signatory on the agreement with the District, designated Project Manager and the primary point of contact with the Gunnison County Water and Sewer District

RG and Associates, LLC (RGA)

Ricardo Goncalves, P.E., Principal-In-Charge, Project Manager
4885 Ward Road, Suite 100 Wheat Ridge, CO 80033
303-468-8484
rickg@rgengineers.com

RGA is uniquely qualified to perform this rate study for the district through its prior experience in working with the county and district in analyzing the district's rate relationship with the City of Gunnison last year. The bottom line is that we already have a head-start with the knowledge of the district's finances, expenses, and infrastructure needs.

RGA is confident in its abilities to complete an analysis for the Gunnison County Water and Sewer District and appreciates the opportunity to present this proposal. We have carefully reviewed the Request for Proposals (RFP) and certify that the information submitted in this proposal is true and complete to the best of our knowledge.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ricardo Goncalves'.

Ricardo Goncalves, P.E.
President

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Appendix

Appendix A - Resumes

PROPOSER PROFILE

General

The **RG and Associates, LLC (RGA)** team has been providing award-winning engineering, planning and construction administration services to clients throughout Colorado for over 36 years. Our staff assists cities, counties, special districts, and private developers in the planning, design, and construction of public infrastructure projects. It is our goal to work closely with our clients to provide services that are efficient, cost-effective and ensure reasonable engineering, planning, and construction administration practices.

RG and Associates, LLC provides expertise in the following disciplines:

- Rate Studies
- Municipal and County Engineering
- Special District Engineering
- On-Call Services
- Grant Application and Implementation
- Water and Wastewater Engineering
- Drainage and Hydrology Engineering
- Rate Studies
- Highway and Roadway Engineering
- Civil and Structural Engineering
- Building Inspections
- Construction Administration
- Land and Site Development
- Bikeways and Recreation
- Utility Locating
- Certified Operators
- CLOMR, LOMR and Floodplain Studies

Size

The RGA staff consists of thirteen (13) employees, including professional engineers, a certified floodplain manager, a chief building officials, construction administrators and building inspectors, a certified water professional, an operator in responsible charge, CADD technicians, and administrative support personnel. All personnel proposed for this project will be available for immediate assignment to the project, and remain with the work for its duration.

Firm Qualifications

RGA has specialized in being the staff and staff support for dozens of Districts, cities and special districts over the last thirty-eight years. In fact, we are currently the District/city/district engineer of record, or staff support engineer for over a dozen municipal entities. Most of the special districts give us a unique interaction with the entity's staff on issues of operations, budgeting, capital improvement projections, rates, fees, and maintenance that, in turn, has provided us insight into a District's, city's or district's operations and politics that is well above that of a typical consulting engineering firm, or accounting firm. This specialized experience will be invaluable in performing this project. Along with that background, we not only have extensive expertise in conducting rate studies, but our prior work with your county and the Gunnison County Water and Sewer District on its rate issues with the City of Gunnison gives us a great head start into knowledge of the district's facilities, and rate issues, to be able to produce a meaningful rate study for the district.

Office Location

When not out in the field, RGA employees will work from the Company Headquarters in Wheat Ridge, CO.

Legal Structure

RGA is a Limited Liability Company (LLC).



COMPANY HEADQUARTERS
4885 Ward Road, Suite 100
Wheat Ridge, CO 80033

PROJECT TEAM



Ricardo J.F. Gonçalves, P.E., President, Project Manager

Mr. Gonçalves has over 50 years of project experience in planning, design, construction management, and operation of water and wastewater facilities. This experience has been invaluable in understanding the operational aspects and costs of municipal water systems. Mr. Gonçalves will be the Project Manager and chief architect of the policies and recommended actions that will be derived from the study work. He will also review and ensure that the project team has the resources to effectively conduct the reviews. He is the original developer and continuing updates of the rate model that RGA has used over the years will be used for this study.



James R. Landry, P.E., CWP, Chief Operating Officer

Mr. Landry is a civil engineer with 27 years of experience in utility and roadway design, hydraulic and drainage engineering, and construction management. He has been involved in the preliminary, final design, and construction for a wide range of public and private sector projects. Mr. Landry is currently the District Engineer/Manager. Mr. Landry will provide quality control and assistance where needed.



Krystal Welp, Engineer Technician and Model Builder

Ms. Welp has over 14 years of experience providing technician review services through review of municipal codes and criteria manuals and has assisted several municipalities with the creation of standards and specifications. Additionally, she provides graphic support for all aspects of community plans, ranging from the creation of Excel spreadsheets, design of community outreach materials, to the design of the final documents.

RGA will not be utilizing the services of any sub-consultants for this project and will perform all work in-house.

RELEVANT EXPERIENCE OF THE PROJECT TEAM

Included below are some examples of our Rate/Cost of Service Study projects. All of these projects used the proprietary rate model that our president, Mr. Gonçalves developed twenty years ago and has it updated and specifically customized continuously ever since for every client.

Owner Name: Bancroft Clover Water and Sanitation District, Lakewood, Colorado

Project Name: District Rate Study

Owner Reference: Tim Lowe, District Manager, 303-922-1113, tlowe@bancroftclover.com

Role of RGA Staff: RGA was the lead consultant and provided all project deliverables.

System Size: 8,800 customers

Description: RGA provided a rate study in 2020 that analyzed four different scenarios for a 10 year period to provide rates that would provide funds for capital improvement projects yet still draw its reserves down to a reusable level. We then provided a complete update in 2024.

Owner Name: Todd Creek Village Metropolitan District, Brighton, Colorado

Project Name: Rate Studies for Non-Potable and Potable Water Systems

Owner Reference: Jimmy Ogee, Finance Director, 303-637-0344, jogee@toddcreekvillage.org

System Size: 3,000 customers, ultimately 3,500

Contract Value: N/A; Time and Materials Basis

Description: Todd Creek Village Metropolitan District ultimately will serve 3,500 customers with both a

potable and non-potable (irrigation) water system. Current customers number 3,000. The RGA team has completed a rate study every two years since 2008 to establish, verify, and update the rates for both systems. We use a sophisticated computer model developed by our in-house team. Actual expenses can be input, as well as a 10% sampling of actual monthly metered water usage, projected to the total number of customers. Future projected expenses were input in the years that they were expected to occur. The model was used to develop base fees, tiered increases, based on water usage, other fees, and yearly percentage increases. Updates have been completed every two years.

Owner Name: Applewood Sanitation District

Project Name: Wastewater Rate Study

Owner Reference: Briana Gerou, Board President, briana.gerou@gmail.com

System Size: 1,000 customers

Description: The RGA team prepared a rate study analysis for the district to determine an adequate annual rate that would support operation and maintenance of the existing system and fund future capital improvement projects.

Owner Name: North Pecos Water and Sanitation District, Denver, Colorado

Project Name: District Rate Study

Owner Reference: Courtney Salazar, District Manager, 303-429-1881, csalazar@crestviewwatercolorado.gov

System Size: 3,400 customers

Description: RGA gathered water usage, expenses, revenues, and growth data, then updated the District's Water and Wastewater Rate Study model with 2023-2024 data, growth projections, and capital improvement plans. Additionally, RGA analyzed the District's tap fee structure for compliance with HB 24-1463, making recommendations, and presenting findings to both District staff and the Board of Directors for final approval.

Owner Name: Fremont Sanitation District, Canon City, Colorado

Project Name: User Rate and System Development Fee (SDF)

Owner Reference: Jeffrey A. Blue, District Manager, 719-269-9050, mybill@fsd.co

System Size: 9,270 residential customers and 750 commercial customers

Description: The RGA team prepared a rate study for the district, which included a review of their System Development Fee (SDF) structure.

Owner Name: Town of Buena Vista, Colorado

Project Name: Rate Studies and Master Plan/CIP Update for Potable Water System

Owner Reference: Shawn , Town Treasurer, 719-581-1031 bvpwdir@buenavistaco.gov

System Size: 1,800 customers

Description: The Town of Buena Vista currently serves approximately 1,800 customers. The RGA team has completed a rate study to establish, verify, and update the rates. We use a sophisticated computer model developed by our in-house team. Actual expenses were input, as well as a 10% sampling of actual monthly metered water usage, projected to the total number of customers. Future projected expenses were input in the years that they were expected to occur. The model was used to develop base fees, tiered increases, based on water usage, other fees, and yearly percentage increases. The study showed that only a minor increase to the rate was necessary. An update was provided in 2016 and another update is currently underway.

Owner Name: Town of Lyons, Colorado

Project Name: Town Rate Study

Owner Reference: Phillip Strom, Project Manager, 720-438-8818, phillip.strom@longmontcolorado.gov

System Size: 2,033 customers

Years Started and Years Completed:

Description: The RGA team performed a Capital Improvements update and Water Rights Assessment and incorporated the results into a rate study. RGA worked with the town to gather data for review and provided a preliminary and final report.

Owner Name: Gunnison County

Project Name: Analysis of City of Gunnison Rate Increase to Gunnison County for Infiltrations

Owner Reference: Martin Schmidt, Assistant County Manager, 970-641-0044, mschmidt@gunnisoncounty.org

System Size: 1,063 customers

Description: RGA was engaged to analyze apparent discrepancies and inconsistencies in the City of Gunnison's proposed rate increases to the Gunnison County Water and Sewer District in its role as a connector district to the city for wastewater treatment, principally centering around infiltration treatment and abatement costs. RGA found numerous problematic issues and made several mitigating recommendations.

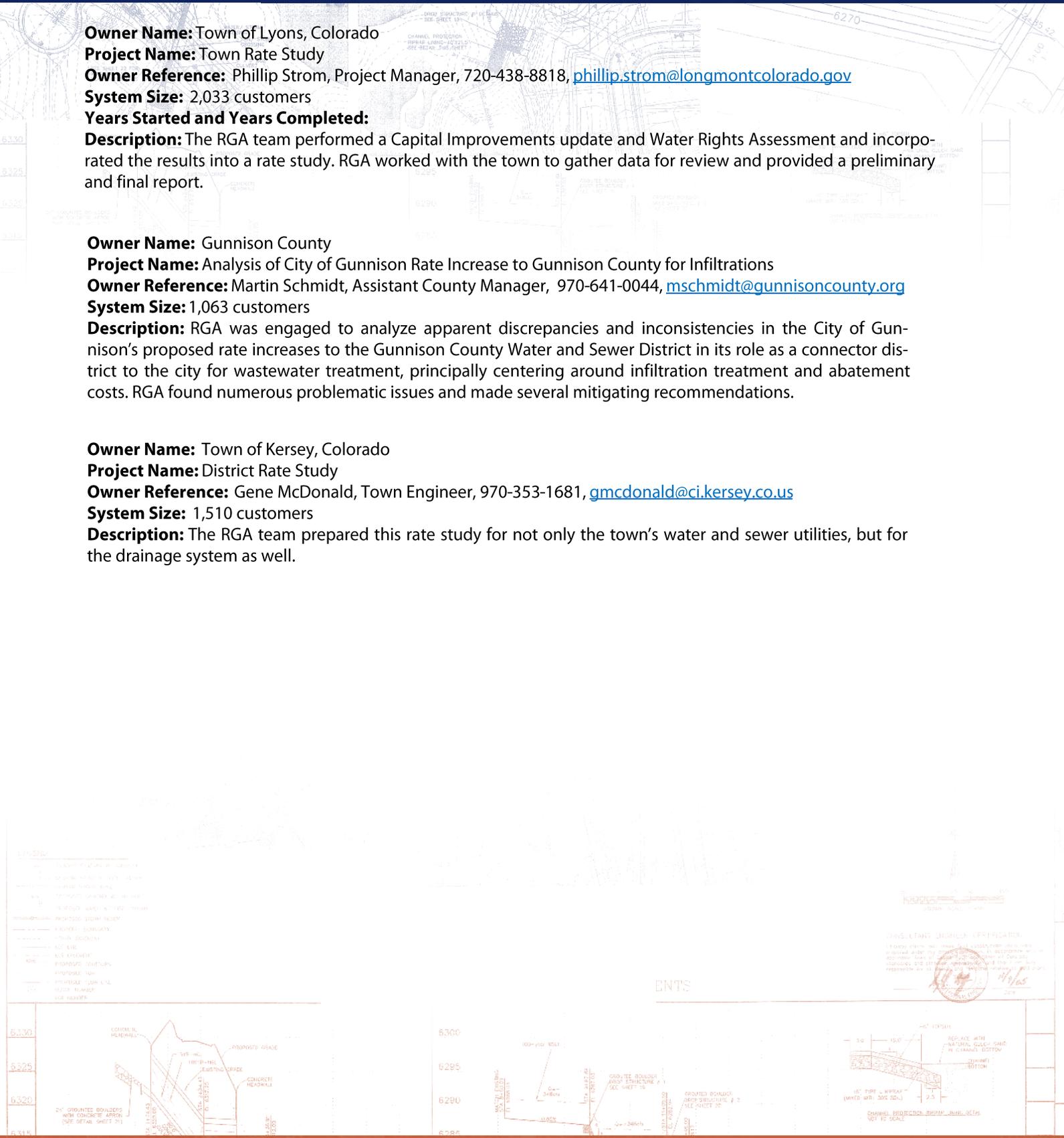
Owner Name: Town of Kersey, Colorado

Project Name: District Rate Study

Owner Reference: Gene McDonald, Town Engineer, 970-353-1681, gmcdonald@ci.kersey.co.us

System Size: 1,510 customers

Description: The RGA team prepared this rate study for not only the town's water and sewer utilities, but for the drainage system as well.



PROJECT APPROACH

RGA has a staff of thirteen (13) professional engineers, designers, planners, and construction administration and support personnel who are providing on-call engineering design and construction administration services to our existing special districts and municipal clients. Almost all of the services are for projects of short duration which allow us the flexibility to reassign personnel to new on-call projects on short notice, and we have the in-house depth of resources to ensure that a qualified RGA staff member will be available for the duration of each project. Our firm has developed effective project management procedures to ensure that the work proceeds efficiently, on-schedule, and within budget.

RGA's customer service philosophy centers on providing high-quality solutions that meet the vision, and the budget of each client. From the onset of each project, we listen carefully and communicate effectively. Our personnel respond promptly to client phone calls, texts and emails, and we prioritize meeting deadlines, schedules, and established budgets. We also work to find innovative solutions that can save time and money, while still delivering a high-quality final product.

RGA prides itself on operating as an extension of our client's staff. We never impose our design ideals onto our clients, but rather offer our expertise, support, and guidance towards a collaborative solution that will benefit our client, not only at the completion of each project, but well into the future.

RGA's customer service philosophy has served us well. We have been in business for over 36 years, and have retained many clients for 5, 10, even 25 years, and one for the entire 36 years. We would welcome the opportunity to begin a professional relationship with the Gunnison County Water and Sewer District.

Project Approach and Deliverables

The basic elements of our rate studies are best described as following:

- **Population**—determine actual population and actual numbers and types of customers. Perform all analysis in terms of SFEs and determine the SFE value of all of the non-single family customers based on the proportion of their water usage to that of a typical single-family home. Determine population growth for 10 years into the future.
- **Water/Wastewater Usage**— Obtain actual metered water usage from all metered accounts for each month for a year, then input into the model this actual usage and the SFE equivalency. Utilize winter water usage for wastewater usage when available.
- **Costs of Water/Wastewater Operation**—Obtain audited costs of operation from the District for the starting year of study. In this case, 2024 input these values in the model.
- **Project Costs of Operation into the Future:** For a period of ten (10) years, project, utilizing population projection, the amount of water/wastewater being used on a monthly, then yearly basis and what the resulting costs of operations will be. Add the yearly costs of Capital Improvements.
- **Project Revenue into the Future:** For a period of ten years, project the revenues that can be derived from the existing or suggested rates that affect the operating expenses, from the increase in one-time fees for new SFEs like tap fees and plant investment fees, and from user fees using charges developed from water usage patterns found in the sampling work.
- **Discussion of Adequacy of Fees:** Analysis of the fees used in the model in terms of ability of revenue to pay expenses, accumulated surplus to be used as reserves, and political acceptance of any fees that are suggested to be increased in order to "balance the budget".
- **Run the model for a variety of "what if" scenarios,** such as yearly increases, a change in tiers, allowable water per tier, inflation values, financing or cash-funding capital improvements.

More specifically, we will:

- Review all financial information from FY 2024.
- Review projections for capital expenditures for the next ten years.
- Input metered water usage data and population/SFE data for each entity into the spreadsheet model
- Equate wintertime water usage to wastewater production for each SFE where applicable.
- Input all system operating costs for the last year of audit and input future operating costs and capital improvement costs for the system.
- Compare the revenues generated from each system, including user rates, PIFs, to the proportionate costs to determine if the rates are in accordance with the Agreements, that they are equitable, and that the revenues will balance the costs in the future.
- Determine if the wastewater treatment system costs are proportional to the revenue derived from the rates.
- Utilizing the spreadsheet model, evaluate and recommend equitable wastewater rates that utilize metered water flows, particularly winter-time water flows.
- Provide educational information on industry-accepted rate setting methodologies.
- Provide the District with a draft report.
- Meet with the District Board representatives separately to present draft report, run numerous “what if” scenarios, and settle on a palatable rate scenario.
- Finalize final report and submit.

We further understand that the desire of this upcoming study is to independently review staff’s financial projections, examine the costs of systems operations and future improvements, and recommend several alternative baseline rate structures that will fund operations, capital debt service and inflation. This utility rate study will demonstrate to the public the methodology behind the rates, the need for the current or for any proposed rates, and ultimately gain the public’s understanding and acceptance. This study will also evaluate the District’s capital Improvement plans, revenue demands, reserve fund policies to develop a financial plan based upon proposed utility fixed rates and user fees to meet the needs of the District.

RGA understands that, while the District’s staff could probably do most or all of this work, it is important that a knowledgeable third party be able to perform and present the work to the public to gain complete public confidence and acceptance of the existing rates or any proposed rate changes.

Through our experience as the City/District Engineer for several municipalities and districts for the past 38 years, our team has developed unique insight into operations and maintenance of public systems and planning and budgeting for future facilities. This insight will be invaluable in all phases of developing the utility rate study for the District. RGA will first meet with the District’s staff and gather information about the District’s expenses, debt, and future needs. RGA will then evaluate the anticipated growth and future operation and maintenance costs.

Fully understanding the District’s operation, expenses, debt, and future costs will be important for establishing that the current rates are proper or to justify new rates. Any development plans and other documents verifying usage and projected future usage will be critical for this part of the scope. RGA will evaluate these plans, and utilize the assumptions and costs within the document. If needed, adjustments will be made for inflation and other factors, as directed by the District.

RGA will utilize the information provided by the District, including:

- Prior rate studies and recommendations
- 2024 - Current financials (audited when available) including revenues, expenditures, and reserve account balances. This information includes non-metered, metered, and specific metered customers.
- Projected service area population and wastewater treatment flow for 10-years including wastewater strengths. 10-year capital improvement plan (CIP).

RGA will address the District's goals for this rate study, including:

- Review District administration, capital improvements, and operations and maintenance (O&M) procedures and associated costs and projections.
- Develop up to three (3) recommended five (5) year equitable rate designs for consideration by the District.
- Review and recommend modifications to fees, using the various output models.
- Confirm the use of the annual construction cost index (CCI) for continued update of system development fee (SDF).

RGA will evaluate the existing information and prepare a list of questions for the district staff. This will provide some clarification so that when the team prepares a preliminary report, it will build on the current rates as well as conform to staff criteria. RGA will suggest several rate schedule feasibility of each option.

RGA will attend 3 meetings with the county manager and/or board of directors to present draft recommendations and gain input. We have found in our other rate studies that just one presentation to the decision making boards is never enough. Since our computer model is very interactive, we have found that the decision making bodies like to do a lot of "what if" scenarios. In these meetings, we will serve as support for the District staff. During RGA's presentation and the board meetings, the last one of which could be a formal public hearing, the elected officials and citizens can provide input and suggestions on rate scenarios to be evaluated during the presentations, and they can see the results of those suggestions. At these meetings, the officials and citizens can also provide feedback on the objectives of the study and the financial impacts of the rates on their lives. Also at these meetings, RGA can provide a determination as to whether the District's current and projected costs are in line with other communities of comparable size and services.

RGA will develop the rate model to have sections for population and population increases, water consumption patterns, expenses (including debt and future expenses), and growth. As of the District's customers' monthly water usage will be input to the model and calibrated for future water consumption. This revenue can then be projected for all the District's customers for the current year and into the future. The model will project population growth for the next 10 years, expenses due to population growth, revenue projections expected based on each of the rate structures analyzed, and determine accumulated excess revenues that can be put into the reserve fund.

Once the final scenarios are selected based on the desired final outputs, RGA will run the models and make adjustments as needed. The results will be evaluated and summarized in a draft and final reports and provided to the District for review. In these reports, we will demonstrate the equity of either the existing rates, or proposed rate changes for all of the different types of customers. We will also show how the rates can have a beneficial effect on water conservation. We will also make recommendations for additional fees and charges that are not currently part of the rate structure. If they are deemed necessary, we will demonstrate methods for showing the customers how the actual cost of operating the utilities relates to the cost of providing those services. Lastly, we will show how any of the alternative rates affect those operating fund reserve targets and we will make recommendations on what are normally reasonable targets. In the draft Final Report, RGA will make a final recommendation on the rates for consideration by the staff, elected officials, and citizens. All of the presentations will be made using a laptop computer and projector, with the actual model loaded on the laptop. That way, all suggested input changes to the model can be made at the meetings and the participants can instantly see the results.

RGA will present rate results at two public hearings. The final recommendation will be presented for approval. RGA key team members will attend this meeting to respond to any questions. Once authorized, the approved rates will be finalized in the Final Report, which will be presented to the District.

Throughout the entire process of the rate study, RGA will keep the District's staff informed by submitting regular progress reports, conference calls, and additional meetings as requested by the staff.

THE RATE MODEL

The rate model that will be used for this rate study is a model that was developed a number of years ago by our president, Mr. Ricardo Goncalves. This model is an interactive spreadsheet model that first uses data from the previous full year's (data year) water usage and wastewater production, population, and financial data from that year's financial audit for revenues and expenses.

The process begins with establishing the base population in the data year, then reviewing all data, to establish a population projection. From this, we can get the population projected monthly out to, 10 years. The population projection can be input either in real numbers, or more typically, as a percent increase. Each year can be input independently with different numbers or percentages.

Next, water consumption is calculated monthly by taking the actual water usage from a 10% sampling of all of the town's residential water customers. Any rate structure then is multiplied by each sample user, then the revenue derived from the sampling is proportioned out to the entire customer base. We have found that it is extremely important to use actual water consumption figures rather than trying to use averages, because it is more accurate. Sewer usage is typically based on water usage on the sample population during the non-irrigation months. Then, we analyze the costs for the utilities, separating them into fixed costs and variable costs. Fixed costs, like buildings, salaries, vehicles, etc. are kept constant into future years, except for an inflation factor. Variable costs, like chemicals and power are projected into the future as increasing proportional to the increase in population plus inflation.

Next, a spreadsheet is developed for all of the capital improvements that are expected in the future. This will be carried out for 10 years, and the yearly payment for those improvements.

A revenue and expenses spreadsheet is also developed for each year, out to 10 years, divided into each month of the year to show the revenue developed each month based on the population projection for that month, and based in the water usage and type of rate. Thus, a line is shown for a base rate of revenue, times so many SFE's for each month. Next, for the first tier of water used over the base, so much monthly revenue is developed from the actual pattern of water usage that month. **Figure 1** shows this spreadsheet. Another line shows tap fees and any other one time fees collected from new connections. The bottom lines, literally show the monthly revenue that could be collected, different each month because water consumption varies each month, from variable water usage, and increasing population.

While there are numerous other spreadsheets in the model, as many as 20, the key spreadsheet is the summary sheet, an example of which is shown in **Figure 2**. This is the heart of the interactivity. On this sheet, projected to staff or in a board meeting via one of our laptop computers, all of the "what if's" can be accomplished. The water rates can have a base fee for so many gallons, and the tiers varied for so many dollars for so many thousand gallons used above the base. Five different tiers can be implemented. Different tap fees can be input, as well as inflation rates, population increases, other fees and can be linked throughout all the other spreadsheets in the model. The net results of all the "what if's" is shown in the year's balances and accumulated balances. The accumulated balance in each year being available for operating fund reserves.

In our rate studies, we always start with philosophy that base rates should pay for fixed costs, and all tiered rates should pay for variable costs. While this is ideal, it rarely works out to be the case for final rates after all the "what if's" are run through because the fixed costs are such a large percentage of the total costs.

2014 Water Rates Model
2017 Anticipated Potable Revenue Summary
Tuesday, February 17, 2015
RGA Job No: 1011.0007

Table 4-2A: Proposed Potable Water Rates

Fee	Rate Structure	Amount
Base Fee	for first 5,000	\$29.00
Tier 1	up to 5,000	\$0.00
Tier 2	up to 5,000	\$0.00
Tier 3	up to 5,000	\$0.00
Tier 4	for all over 5,000	\$2.38

Percent Increase in Rates from Previous Year: 0.0%
5,000 gallons with base fee

Table 4-2A: Ivy League Rates

Base Fee	Rate Structure	Amount
Base Fee	for first 5,000	\$46.40
Tier 1	up to 5,000	\$0.00
Tier 2	up to 5,000	\$0.00
Tier 3	up to 5,000	\$0.00
Tier 4	for all over 5,000	\$3.81

Table 4-2B: 2017 Revenue

Revenue	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Number of Potable SFE's	1,682	1,684	1,685	1,687	1,689	1,690	1,692	1,694	1,695	1,697	1,699	1,700	
In Town													
5,000	\$ 48,776.82	\$ 48,825.54	\$ 48,874.27	\$ 48,923.00	\$ 48,971.73	\$ 49,020.46	\$ 49,069.19	\$ 49,117.91	\$ 49,166.64	\$ 49,215.37	\$ 49,264.10	\$ 49,312.83	\$ 588,537.86
5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5,000	\$ 5,870.78	\$ 6,012.44	\$ 6,005.64	\$ 6,568.75	\$ 13,531.97	\$ 25,353.08	\$ 29,710.97	\$ 22,926.97	\$ 15,547.62	\$ 10,677.34	\$ 9,342.58	\$ 2,466.39	\$ 156,014.54
Ivy League Potable SFE's													
5,000	\$ 1,160.00	\$ 1,160.00	\$ 1,160.00	\$ 1,160.00	\$ 1,160.00	\$ 1,160.00	\$ 1,160.00	\$ 1,160.00	\$ 1,160.00	\$ 1,160.00	\$ 1,160.00	\$ 1,160.00	\$ 13,920.00
5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5,000	\$ 270.37	\$ 190.40	\$ 262.75	\$ 239.90	\$ 586.43	\$ 978.66	\$ 1,146.21	\$ 978.66	\$ 495.04	\$ 312.26	\$ 422.69	\$ 91.39	\$ 5,974.75
Total Revenue	\$ 56,077.96	\$ 56,188.39	\$ 56,302.67	\$ 56,891.65	\$ 64,250.14	\$ 76,512.19	\$ 81,086.37	\$ 74,183.54	\$ 66,369.30	\$ 61,364.97	\$ 60,189.37	\$ 53,030.60	\$ 764,447.14

Table 4-2C: 2017 Expenses

Expenses	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Fixed Costs	\$ 35,400.42	\$ 35,400.42	\$ 35,400.42	\$ 35,400.42	\$ 35,400.42	\$ 35,400.42	\$ 35,400.42	\$ 35,400.42	\$ 35,400.42	\$ 35,400.42	\$ 35,400.42	\$ 35,400.42	\$ 424,805.00
Variable Costs	\$ 35,171.00	\$ 35,171.00	\$ 35,171.00	\$ 35,171.00	\$ 35,171.00	\$ 35,171.00	\$ 35,171.00	\$ 35,171.00	\$ 35,171.00	\$ 35,171.00	\$ 35,171.00	\$ 35,171.00	\$ 422,052.00
0.75 MG Upper Zone Tank	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual WMR Program	\$ 7,116.67	\$ 7,116.67	\$ 7,116.67	\$ 7,116.67	\$ 7,116.67	\$ 7,116.67	\$ 7,116.67	\$ 7,116.67	\$ 7,116.67	\$ 7,116.67	\$ 7,116.67	\$ 7,116.67	\$ 85,400.00
Ivy League Conversion to Upper Zone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Rights	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 10,000.00
Total Revenue	\$ 78,521.42	\$ 78,521.42	\$ 78,521.42	\$ 78,521.42	\$ 78,521.42	\$ 78,521.42	\$ 78,521.42	\$ 78,521.42	\$ 78,521.42	\$ 78,521.42	\$ 78,521.42	\$ 78,521.42	\$ 942,261.00
Annual Balance													\$ (177,809.86)

Figure 1

2014 Water Rates Model
Proposed Water Rates
Tuesday, February 17, 2015
RGA Job No: 1011.0007

Table 3-1A: Monthly Potable Water Rates

Fee	Rate Structure	Amount
Base Fee	for first 5,000	\$29.00
Tier 1	up to 5,000	\$0.00
Tier 2	up to 5,000	\$0.00
Tier 3	up to 5,000	\$0.00
Tier 4	for all over 5,000	\$2.38

Table 3-1C: Yearly Rate Increases

Year	Yearly SFE Increase	Rate Increase	% SFE Increase
2014	19	0%	1.20%
2015	20	0%	1.20%
2016	20	0%	1.20%
2017	20	0%	1.20%
2018	20	0%	1.20%
Out of Town Multiplier		1.60	
3/4" Tap Fee		\$ 6,000.00	

Calibration Factor
100.00%

Table 3-1D: Yearly Rate Increase Effects on Revenue

Year	Metered Revenue	Connection Revenue (Tap Fee)	Total Revenue	Expenses	Accumulated Net Revenue
2014	\$ 738,273.91	\$ 116,727.27	\$ 855,001.19	\$ 932,257.00	(\$77,255.81)
2015	\$ 746,894.46	\$ 118,128.00	\$ 865,022.46	\$ 1,305,937.00	(\$518,170.35)
2016	\$ 755,618.46	\$ 119,545.54	\$ 875,164.00	\$ 942,257.00	(\$585,263.35)
2017	\$ 764,447.14	\$ 120,980.08	\$ 885,427.23	\$ 942,257.00	(\$642,093.13)
2018	\$ 773,381.77	\$ 122,431.84	\$ 895,813.62	\$ 942,257.00	(\$688,536.51)

Figure 2

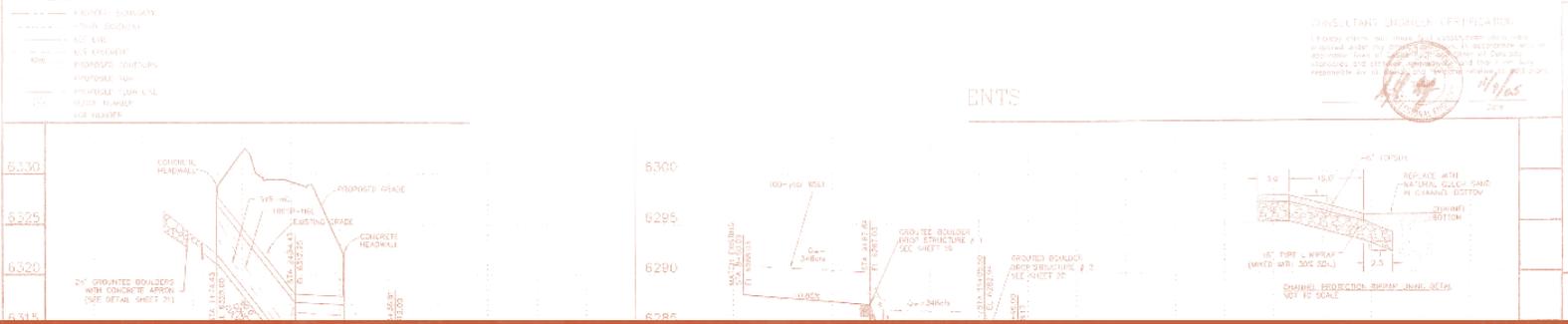
PROFESSIONAL SERVICES FEE

The professional services fee for this project will be for actual time and materials expended in the performance of the work at the hourly rate shown on the Hourly Rate Schedule, not to exceed \$ 21,150. The man-hours and tasks are broken out on below.

Gunnison County Water and Sewer District - Water and Sewer Rate Study COST AND MAN-HOUR ESTIMATES BY TASK

Rate Schedule \$/HR

Task Descriptions	Principal	Project Manager	Project Engineer	Engineer Technician	Total Task Hours	Total Task Cost
Hourly Rates	\$ 235	\$ 225	\$ 160	\$ 135		
Task #1 - In-person kick off meeting, data list request		2		2	4	\$ 720
Subtotal Task #1		\$450	\$0	\$270	4	\$ 720
Task #2 -Begin constructing model		8		12	20	\$ 3,420
Subtotal Task #2		\$1,800	\$0	\$1,620	20	\$ 3,420
TASK #3 - Input Pop projections, Expenses, Water usage, Capital plans		4		20	24	\$ 3,600
Subtotal Task #3		\$900	\$0	\$2,700	24	\$ 3,600
TASK #4 - Implement various rate design scenarios		8		16	24	\$ 3,960
Subtotal Task #4		\$1,800	\$0	\$2,160	24	\$ 3,960
TASK #5 - Prepare Rate Study Draft		2		16	18	\$ 2,610
Subtotal Task #5		\$450	\$0	\$2,160	18	\$ 2,610
TASK #6 - Three Meetings with Board		6		6	12	\$ 2,160
Subtotal Task #6		\$1,350	\$0	\$810	12	\$ 2,160
TASK #7 - Two public hearings		4		4	8	\$ 1,440
Subtotal Task #7		\$900	\$0	\$540	8	\$ 1,440
TASK #8 - Prepare Final Revisions to Model and Report		8		4	12	\$ 2,340
Subtotal Task #8		\$1,800	\$0	\$540	12	\$ 2,340
TASK #9 - Final Presentation to Board and Submit		4				\$ 900
Subtotal Task #9		\$900	\$0	\$0	0	\$ 900
Total Engineering Services					122	\$ 21,150



HOURLY BILLING RATE SCHEDULE

<u>LABOR CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
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Principal	\$235.00
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ENGINEERING:

Senior Project Manager	\$225.00
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Project Manager	\$210.00
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Senior Project Engineer	\$190.00
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Project Engineer	\$180.00
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Senior Design Engineer	\$170.00
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Design Engineer	\$165.00
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Engineering Technician	\$135.00
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PLANNING:

Project Manager	\$170.00
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Senior Planner	\$140.00
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Planner	\$130.00
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Planner Technician	\$125.00
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CONSTRUCTION ADMINISTRATION:

Senior Construction Manager	\$185.00
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Certified Operator	\$185.00
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Construction Manager	\$175.00
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Senior Construction Observer	\$165.00
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Construction Observer	\$155.00
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TECHNICIANS:

Senior CADD Technician	\$160.00
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CADD Technician	\$150.00
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Graphics/GIS Specialist	\$135.00
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Office Administrator	\$125.00
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Administrative Assistant	\$85.00
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Word Processor	\$75.00
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DIRECT EXPENSES

Prints/Copies	At Cost
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-- Mileage	Current IRS Rate
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Travel Time	At Cost
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Airfare/Lodging/MI&E	At Cost
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REFERENCES

The following references may be contacted to attest to RGA's capabilities in performing a rate study.

Bancroft Clover Water and Sanitation District

900 S Wadsworth Blvd, Lakewood, CO 80226

Tim Lowe, District Manager

303-922-1113

tlowe@bancroftclover.com

Todd Creek Village Metropolitan District

10450 E. 159th Court, Brighton, CO 80602

Jimmy Ogee, Finance Director

303-637-0344

jogee@toddcreekvillage.org

Applewood Sanitation District

PO Box 1190, Golden CO 80402

Briana Gerou, Board President

303-232-6883

briana.gerou@gmail.com

Town of Buena Vista

PO Box 2002, Buena Vista, CO 81211

Shawn Williams, Public Works Director

719-581-1049

bvpwdir@buenavistaco.gov

Town of Lyons

432 Fifth Avenue, Lyons, CO 80501

Phillip Strom, Project Manager

720-438-8818

phillip.strom@longmontcolorado.gov

Town of Kersey

446 First Street, Kersey, CO 80644

Gene McDonald, Town Engineer

970-353-1681

gmcdonald@ci.kersey.co.us

Fremont Sanitation District

107 Berry Parkway, Canon City, CO 81212

Jeff Blue, District Manager

719-269-9050

mybill@fsd.co



RICARDO J.F. GONÇALVES, P.E.

PRESIDENT



EDUCATION

B.S., Civil Engineering

University of Colorado at Boulder

Post-Graduate Studies, Sanitary Engineering

PROFESSIONAL REGISTRATION

Registered Professional Engineer: Colorado, New Mexico

PROFESSIONAL EXPERIENCE

Mr. Gonçalves has over 53 years of experience in the design and construction management of a broad range of civil engineering projects. Expertise includes water and wastewater treatment plants, pumping and storage facilities, water and wastewater collection and distribution systems, roadway design, airport planning and design, storm drainage facilities, residential and commercial site planning and development, and recreational space projects. Mr. Gonçalves also has specialized expertise in municipal and special district engineering and administration. He personally acts as the City Engineer or District Engineer for a number of municipalities and special districts.

Mr. Gonçalves has traveled extensively throughout Europe and Africa and is fluent in the Spanish, Portuguese, French, and Italian languages.

MUNICIPAL ENGINEERING

- ***Parker Water and Sanitation District, Todd Creek Village Metropolitan District, Cherry Creek South Metropolitan District, Superior Metropolitan District No. 1, Lincoln Park Metropolitan District, Stonegate Village Metropolitan District, East Alamosa Water and Sanitation District and Paint Brush Hills Metropolitan District.*** District Engineer for the design and construction management of water and sewer facilities, rate studies, master planning, and general on-call engineering services.
- ***Cities of Edgewater and Dacono, and the Towns of Mountain View, Kiowa, Superior and Buena Vista, Colorado.*** City/Town Engineer for water and sewer facilities, streets and traffic, drainage, hydrology, construction administration, inspection, rate studies, master planning, and general engineering services.
- ***Stonegate Village Metropolitan District, Douglas County, Colorado.*** Project Manager for the design and construction of a 1,600 acre development. Projects included eight well facilities, 4.0 MGD water treatment facility, 6.1 MG of potable water storage tanks, water distribution system, 1.1 MGD advanced wastewater treatment system, wastewater effluent reuse system, water pump stations, sewage pump stations, wastewater collection systems, major and minor arterial streets, and the preparation of two service plans for the formation of two separate metropolitan districts. Prepared a drainage study to establish street grades and drainage

basins. Calculated required detention basins, recommended the location of detention ponds, and prepared sizing of storm sewer pipe and road crossings.

- **Parker Water and Sanitation District, Parker, Colorado.** District Engineer for the design and construction management for district infrastructure serving a town of 30,000 people. Over a period of 20 years, projects have included design and construction administration of a 2.0 MGD advanced wastewater treatment plant, 9,000 GPM well system, 9.0 MG of buried treated water storage tanks, over 20 miles of 16-inch to 30-inch water transmission mains and 15-inch to 33-inch sewer trunk mains, pump stations, and preliminary design of 55,000 ac-ft surface water storage reservoir. Also prepared rate studies and assisted in operations and maintenance of the District's facilities.

WATER/WASTEWATER ENGINEERING

- **Parker Water and Sanitation District, the Stonegate Village Metropolitan District, the Town of Breckenridge, the City of Monte Vista, the City of Edgewater, Todd Creek Village Metropolitan District, Black Hawk-Central City Sanitation District, Lincoln Park Metropolitan District, Buckhorn Valley Metropolitan District, Fremont Sanitation District, the Town of Florence, Southern Ute Reservation, and the Town of Eckley.** Prepared water, raw water, sewer, and drainage rate studies.
- **Town of Buena Vista, Colorado.** Well Facilities, storage and waterline improvements. Project manager for a new wellhouse treatment facilities, 750,000 gallon water storage tank, and several thousand feet of 6-8" waterline replacements.
- **Paint Brush Hills Metropolitan District, Colorado.** New well and treatment facility, master water plan, water rate study, 5,000 square foot administration building, 4000 gpm booster pump station, 0.5 MG water storage tank. Project Manager for design and construction.
- **Rawlins, Wyoming.** 10 MGD Water Treatment Plant; Project Manager providing process design, architectural and structural design and hydraulic engineering. Process design included pre-sedimentation, chemical addition, coagulation, sedimentation, conventional filtration and chlorination.
- **Black Hawk-Central City Sanitation District, Black Hawk, Colorado.** 0.5 MGD Activated Sludge Wastewater Treatment Plant. As Project Manager provided design and construction administration. The plant was designed to operate in contact stabilization mode during high flows and in the extended aeration mode during low flows.
- **Costilla County Water and Sanitation Assessment Area, Costilla County, Colorado.** As Project Manager, provided the design and construction observation of 15 miles of sanitary sewer line and a 150,000 GPD three-cell aerated lagoon wastewater treatment plant system.
- **Parker Water and Sanitation District South Wastewater Treatment Plant, Douglas County.** Design Evaluation, Value Engineering and Program Management of Colorado. As Project Manager, provided recommendations that saved \$1.5 million in project costs.
- **Rangely, Colorado.** 2.2 MGD Water Treatment Plant and 1.0 MG Water Storage Tank. As Project Manager, provided design, survey and construction management. Process design included pre-sedimentation, chemical addition, coagulation, sedimentation, traveling bridge continuous backwashing sand filter and chlorination. Also designed river intake and raw water pump station.

- **Costa Dorado, Mexico.** 1.6 MGD Wastewater Treatment Facility, As Project Manager, provided evaluation of old facility, and performed preliminary design for a new activated sludge/physical treatment new tertiary reuse facility.
- **Parker Water and Sanitation District, Parker, Colorado.** 2.0 MGD South Wastewater Tertiary Treatment Plant, utilizing, chemical addition, coagulation, two package upflow clarification and dual media filters, and UV disinfection. Project Manager from design through construction.
- **Parker Water and Sanitation District, Parker, Colorado.** 4.0 MG Post-Tensioned Water Storage Tank. Project Manager from design through construction.
- **City of Westminster, Colorado.** Northwest Water Treatment Plant. Provided program management and third-party consultation for the design/build of a 20 MGD WTP utilizing membrane filtration with chemical addition, coagulation and sedimentation pretreatment.
- **City of Westminster, Colorado.** Reclaimed Water Treatment Facility, Provided program management and third-party consultation for the design and construction of 6.0 MGD tertiary effluent treatment, storage and distribution for the reuse system.
- **Parker Water and Sanitation District, Parker, Colorado.** 2.0 MGD North Wastewater Treatment Plant. Provided program management and third-party consultation from design through construction.
- **Beaver Creek Metropolitan District, Avon, Colorado.** Designed a 100 gpm cartridge filtration water treatment system, creek diversion and infiltration gallery, and a 2.0 mgd diatomaceous earth water treatment plant with chlorination for disinfection, and a river diversion and raw water pump station for snow making operations.
- **Town of Nucla, Colorado.** Design manager for 500 gpm river diversion, infiltration gallery and raw water pump station. Also designed 500 gpm Trident package water treatment plant, utilizing pre-sedimentation, chemical addition, coagulation, sedimentation, conventional filtration and chlorination.



JAMES R. LANDRY, P.E., CWP

CHIEF OPERATING OFFICER



EDUCATION

B.S., Engineering, Civil Option
Colorado School of Mines (1993)

PROFESSIONAL REGISTRATION

Registered Professional Engineer
Colorado

CERTIFICATIONS

Class 1 Wastewater Collection System Operator
Class 2 Wastewater Collection System Operator

PROFESSIONAL EXPERIENCE

Mr. Landry is a civil engineer with 29 years of experience in utility and roadway design, hydraulic and drainage engineering, and construction management. He has been involved in the preliminary, final design, and construction for a wide range of public and private sector projects. Mr. Landry also represents cities and special districts as their Engineer and/or Manager. He is currently the District Engineer, District Manager and Operator-in-Responsible-Charge for Applewood Sanitation District, the Town Engineer for the Town of Mountain View, and the Operator-in-Responsible-Charge for Cherry Hills Heights Water and Sanitation District and Westridge Sanitation District.

MUNICIPAL ENGINEERING

- *District Manager, Engineer, and Operator in Responsible Charge, Applewood Sanitation District.* Responsible for design and construction management of annual improvement projects. Review of all engineering consultants' designs. Technical representative for the District.
- *Town Engineer for the Town of Mountain View.* Review all subdivision and commercial construction plans for compliance with town design standards. Coordinate review team to produce comment letters. Reviews focused on utilities, grading, streets, and drainage improvements. Comment letters generated to ensure compliance with the Town master plans and future development. Coordination with town manager, attorneys, and planners.
- *City-Wide Capital Improvement Plan, Town of Mountain View.* Performed an evaluation of the city's streets, utilities, drainage and traffic facilities. This initial work included geotechnical evaluations of the existing pavement, the development of pavement condition index (PCI) for each street, and coordination with all utility providers. Established a ranking system for the replacement of roadways that factors in the PCI, drainage, utilities conditions and replacement schedule, economic activity rating and traffic volumes.

UTILITY ENGINEERING

- *2021 Water Main Capital Improvement Project, East Alamosa Water and Sanitation District, Alamosa, Colorado.* Project engineer for the design of improvements to the district's drinking water distribution system and associated components, including 12,627 LF of 6" water main.
- *2020 Phased Replacement of Collection Lines, Pagosa Springs Sanitation General Improvement District, Pagosa Springs, Colorado.* Project Manager for the completion of a phased replacement plan for the district's 82,277 LF of sanitary sewer pipelines.
- *ARRA and DOLA Water Main Replacement, Town of Kremmling, Colorado.* Project Manager and Design Engineer for 22,000 LF of 8-inch PVC water main, tie-ins, and the replacement of 260 water services and meter pits.
- *Strontia Springs Dredging Inspection, Denver Water, Colorado.* Project Oversight for Construction Administration for dam dredging.
- *Long Lake Feeder Ditch Diversion Structure Replacement, Denver Water, Colorado.* Construction management and inspection of a new diversion structure in Ralston Creek for Long Lake.
- *Conduit No. 94 – Acoustic Fiber Option (AFO) Monitoring System, Denver Water, Colorado.* Construction management and inspection of modifications to Conduit 94 to accommodate the installation of an acoustic fiber option monitoring system.
- *Conduits 31, 94, 72, and 125 Repairs, Denver Water, Colorado.* Project Oversight for various large diameter transmission main repairs.
- *Foothills Treatment Plant Phases I and II, Denver Water, Colorado.* Project Oversight for installation of a weir wall in the chlorine contact basin and installation of 15-inch RCP storm sewer pipe.
- *RTD Northwest Corridor – Conduit No. 94, Denver Water, Colorado.* Project Oversight of Conduit 94 modification due to the Eagle P3 Northwest Corridor Project.
- *Highway 79 Sanitary Sewer Extension Line, Town of Bennett, Colorado.* Project Manager and Engineer for 1,500 LF of 15-inch and 18-inch sanitary sewer outfall line. This project included a 100 LF bore under the Union Pacific Railroad.
- *Lowry Redevelopment Authority, Sanitary Outfall.* Project Engineer for the design of 4,800 LF of 18-inch to 24-inch PVC sanitary sewer outfall line.
- *CDOT State HWY No. 40 Colfax Avenue at Cherry Creek.* Project Engineer for the design of 150 LF of 20-inch waterline under the Colfax Bridge.
- *E-470 Business Metropolitan District Sanitary Sewer and Water Main Improvements.* Design Engineer for the production of plans for 23,100 LF of 12-inch and 16-inch water line; 9,700 LF of 10-inch, 12-inch, and 15-inch sanitary lines; and 5,300 LF of 10-inch force main.
- *Parker Water and Sanitation District, 20 Mile Effluent and Raw Water Lines – Phases I & II.* Project Engineer for the production of plans and specifications for effluent and raw water lines consisting of 23,000 LF of 16-inch pipe, 3,000 LF of 24-inch pipe, and 2,000 LF of 12-inch pipe.

- *Union Pacific Railroad Sanitary Sewer Crossing.* Project Manager and Engineer for 600 LF of 12-inch PVC sanitary sewer line replacement. This project included a 100 LF bore under the Union Pacific Railroad.

UTILITY ENGINEERING – SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT

- *2020 DCIP Water Main Replacement Project.* This project included the replacement of 1500 LF of water main replacement.
- *2019 DCIP Water Main Replacement Project.* This project included the replacement of 755 LF of 12" PVC, 60 LF of 6" PVC and 262" LF of 4" PVC water mains.
- *2018 West Parkhill Avenue Sanitary Sewer Main Replacement Project.* This project included the replacement of 266 LF of 12" sewer line and 169 LF of paving, with appropriate roto-milling, overlay, and markings.
- *2018 South Pierson Street Water Main Replacement Project.* This project included the replacement of 957 LF of 8" water line and 23 ¾" water services.

UTILITY ENGINEERING – PLATTE CANYON WATER AND SANITATION DISTRICT

- *2020 DCIP Water Main Replacement Project.* This project included the replacement of 3,681 LF of water main with 6" PVC and 1,005 LF of water main replacement with 8" PVC.
- *2020 Depew Water Street Replacement Project.* The existing waterline under the Depew Street Bridge, between West Canyone Drive and West Elmhurst Avenue was replaced.
- *2019 DCIP Water Main Replacement Project.* This project included the replacement of 2,313 LF of 8" PVC and 1,093 LF of 6" PVC water mains.
- *2019 South Sheridan Boulevard Sanitary Sewer Main Replacement Project.* This project included the removal of 300 LF of 16" sewer line, installation of 300 LF of 15" sewer line, two existing manhole connections, and 4 4" sewer services.

UTILITY ENGINEERING – CRESTVIEW WATER AND SANITATION DISTRICT

- *2015 Water and Sanitary Sewer Replacement Project.* This project included the replacement of 6000 LF of 8 and 10" water line and 1200 LF for 8" sanitary sewer mains.
- *2015 Water District Model.* Assemble a water distribution and sanitary sewer collection system computer model for district. This work included updating of existing mapping with as-built data and coordination with Denver Water.
- *District Water and Sanitary Sewer Model.* The City of Westminster investigated using CWSD lines to eliminate a lift station, as the District's Engineer, RGA reviewed the modeling and associated report.
- *General Construction Projects.* Responsible for the design, bidding and construction management and administration services for all phases of the District's annual sanitary sewer rehabilitation projects.

- *Crestview Sanitation District/City of Westminster Interconnect.* Design of water interconnects between the Crestview Water and Sanitation District and the City of Westminster.
- *Review of Water and Sanitary Construction Projects by Others.* Review designs of water and sanitary relocation projects by others, when they are constructed providing construction inspection and administration services.
- *2014 Sanitary Sewer Replacement Project.* Design of approximately 1,750 L.F. 12" diameter sanitary sewer main to replace aging infrastructure.
- *West 63rd Avenue Sanitary Sewer Main Replacement Project.* Design, estimation, construction management and observation/inspection for approximately 615 LF of 12-inch PVC sewer mains, including 150 LF of 24-inch diameter bore and casing under Federal Boulevard. Also included design of storm drain replacement and street repairs associated with the sewer main.
- *2013 Watermain Replacement Project.* Project Manager and Design Engineer for 6,000 LF of 8-inch and 6-inch PVC watermains and lateral tie-ins, 2,000 LF of 20-inch waterline, and roughly 103 water services.
- *2011 Watermain Replacement Project.* Project Manager and Design Engineer for 6,000 LF of 8-inch and 6-inch PVC watermains and lateral tie-ins and roughly 103 water services.
- *2011 Samuel Drive and Canosa Court Sewer Main Replacement Project.* Project Manager and Design Engineer for 1,300 LF 12-inch SDR 35 PVC sewer main.
- *2011 Pecos Street Sewer Main Replacement Project.* Project Manager and Design Engineer for 718 LF of 12-inch SDR 35 PVC sewer main.
- *West 63rd Avenue Sanitary Sewer Replacement Project.* Project Manager and Design Engineer for 600 LF of 12-inch PVC with 130 LF bore under Federal Boulevard. Project included utility research and potholing, as well as coordination and approvals from Adams County and CDOT.
- *Goat Hill Phase IIB Waterline Replacement.* Project Manager and Design Engineer for 5,600 LF of 6-inch and 8-inch PVC water main and lateral tie-ins and 119 water services and meter pit relocations.
- *2009 Lowell Boulevard Water Main Replacement.* Project Manager and Design Engineer for the design and construction management of 4,500 LF of 8-inch PVC pipe, lateral tie-ins and services to replace an existing 50 year-old water main in a heavy traffic area.
- *2009 Water Main Replacement.* Project Manager and Design Engineer for 16,760 of 10-inch and 8-inch PVC water mains and lateral tie-ins and roughly 250 water services to replace existing 50 year-old lines in residential areas.
- *2008 Sewer Replacement Project.* Project Manager and Design Engineer for miscellaneous sewer pipe and manholes, in conjunction with Adams County.
- *2007 Water Main Replacement Project.* Project Manager and Design Engineer for the installation of 4900 LF of 8-inch PVC. This work includes reconstruction of portions of Pecos Street, south of I-36. Also, a Project Manager and Design Engineer for miscellaneous sanitary sewer replacements.

- *2006 Water Main Replacement Project.* Design, estimation, construction management and observation/inspection for 6,100 LF of 8-inch and 6-inch PVC water mains replace existing 50-year-old lines in residential neighborhoods.
- *2010 Pecos Street Grade Separation Project.* Project Manager and Design Engineer for the design and construction management of approximately 1,500 LF of a 20-inch Flex Ring locking DIP transmission main replacement, including 150 LF of 36-inch bore and casing under the Union Pacific Railroad.
- *2009 Sewer Rehabilitation Project.* Project Manager and Design Engineer for 11,500 LF of 8-inch cured-in-place pipe, 1,800 LF of 10-inch cured-in-place pipe, and 1,300 LF of 12-inch cured-in-place pipe.
- *2010 Sewer Rehabilitation Project.* Project Manager and Design Engineer for 13,000 LF of 8-inch cured-in-place pipe.
- *2008 Sewer Rehabilitation Project.* Project Manager and Design Engineer for 4,000 LF of 15-inch cured-in-place pipe and 1,200 LF of 18-inch cured-in-place pipe.
- *8-inch Waterline Plans and West 64th Avenue Improvements.* Project Manager and Design Engineer for the installation of 3,000 LF of 8-inch PVC in conjunction with roadway and drainage improvements to West 64th Avenue between Lowell Boulevard and Pecos Street.

ROADWAY ENGINEERING

- *Roadway Improvements for Kiowa-Bennett Road and East 72 Avenue, Albert Frei & Sons, Adams County, Colorado.* Project Manager for the design and construction plans for improvements to Kiowa-Bennett Road and East 72nd Avenue in Adams County, Colorado.
- *Deceleration and Acceleration Lane Design, Albert Frei & Sons, Adams County, Colorado.* Project Manager for the design and construction plans for a deceleration lane on East 88th Avenue and an acceleration lane for Monaco Street in Adams County, Colorado.
- *Roadway Improvements: Railroad Street, Town of Buena Vista, Colorado.* Project manager for roadway improvements, intersection re-design and drainage improvements.
- *Sheridan Bond Improvement Project (SBIP) Zone 1/1A, City of Sheridan, Colorado.* Design Engineer for 15,000 LF of roadway reconstruction and drainage improvements. The zone addresses immediate areas of concern within the City, specifically focusing on West Princeton Place, South Clay Street, South Irving Street and drainage concerns in the Bottoms drainage area.
- *2013 Bond Projects, Town of Buena Vista, Colorado.* Design Engineer for 15,000 LF of utility and roadways, including drainage studies.
- *West Oxford Avenue Reconstruction, City of Sheridan, Colorado.* Project Manager and Project Engineer for the design of 1,400 LF of a major collector road that included complete replacement from right-of-way to right-of-way.
- *Lowell Boulevard Improvements at Mountain Terrace, City and County of Broomfield, Colorado.* Project Manager and Project Engineer for widening Lowell Boulevard between 125th and 128th to the standard connector section. Work included a geotechnical assessment and pavement design report and a drainage study.

- *West 64th Avenue Improvements, Adams County, Colorado.* Project Manager and Project Engineer for the widening of 6,000 LF of roadway.
- *Street Rehabilitation Project, City of Dacono, Colorado.* Project Manager and Design Engineer for 31,000 LF of roadway water main, fittings and valves, fire hydrants, services, and new meters.
- *Quebec Street Improvements.* Project Engineer for redesign of Quebec Street between Alameda and 1st Avenue. Work included water, sewer and storm drain improvements for the corridor.
- *Tower Road Phase I and II, Denver, Colorado.* Project Engineer for the development of roadway plans for 16,000 ft of street improvements. Plans included storm, sanitary and waterline improvements. Responsibilities included coordination of 13 team members, sub-consultants, and coordination of all public agencies and utility companies.
- *Stonegate District Roads, Douglas County, Colorado.* Project Manager/Engineer for the development of roadway plans for 14,000 ft of street improvements. Plans included storm, sanitary and waterline improvements. Responsibilities included coordination of all sub-consultants, coordination of all public agencies and utility companies.
- *Starbird, 3rd and 4th Avenues, Gilcrest, Colorado.* Project Engineer for the development of horizontal and vertical alignment drainage improvements and grading for 1,000 LF of street improvements.
- *West 11th Avenue Court, Place and Drive, Broomfield, Colorado.* Project Engineer/Designer for the rehabilitation of 4000 ft. of existing streets and drainage problems.
- *Woodman Road and Academy Boulevard Redesign, Colorado Springs, Colorado.* Project Manager and Design Engineer for the design and drafting of construction drawings, coordinated and conducted pre-construction meeting, coordinated all field verification of existing utilities, coordinated with City and State entities prior to construction.
- *Trail and Parks Improvement Projects, City of Sheridan, Colorado.* Project Manager and Project Engineer for the design of 4,800 LF of pedestrian trails throughout the City.

DRAINAGE STUDIES

- *Country Club Ranch, Filing No. 2 Master Drainage Plan, Trinidad, Colorado.* Project Manager. Produced drainage study covering over 300 acres, identified 100-year water surface elevation, performed all hydrologic and hydraulic calculations.
- *Bromley Park Master Drainage Plan, Brighton, Colorado.* Project Engineer. Produced drainage study for 3,170 Acres. Performed all hydrologic and hydraulic calculations for study.
- *Hudson Master Drainage Plan, Hudson, Colorado.* Project Engineer. Performed hydrologic analysis, drafted drainage maps and wrote drainage plan.
- *Letter of Map Revision, Cottonwood Creek, Colorado Springs, Colorado.* Project Manager/Engineer. Performed hydraulic analysis, submitted all necessary forms to complete the letter of map revision in the vicinity of Rangewood Drive.
- *Van Buren Channel Renovation, Colorado Springs, Colorado.* Project Manager/Engineer. Prepared construction drawings and documents, coordinated/conducted pre-construction meeting, conducted bid opening, tabulated contractors bid packages, and performed construction inspections for 100 ft. of channel.

LINCOLN PARK METROPOLITAN DISTRICT

- *Lincoln Park Outfall Line.* Project Manager and Design Engineer for production of plans, specifications, and easements for 5,500 LF of 12-inch PVC pipe to service north portion of the District.
- *District Facilities Relocation.* Project Manager and Design Engineer for production of plans and specifications for 1,500 LF of 12-inch raw water line, 500 LF of effluent line, and a recirculation manhole to service the effluent pond and provide irrigation water for District open space.

STONEGATE VILLAGE METROPOLITAN DISTRICT

- *3.6 MG Water Storage Tank.* Project Manager and Project Engineer for coordinating with S.D.G. to produce plans and specifications for a 3.6 MG concrete tank and associated yard piping.
- *24-inch Water Line.* Project Manager and Project Engineer for production of plans and specifications for 9,220 LF of 24-inch water line. The water line supplies the 3.6 MG tank with water from existing facilities.
- *Sewer and Waterlines.* Project Manager for the development of utility plans for over 5,000 LF of sanitary sewer lines and 15,000 LF of water lines.

AIRPORT ENGINEERING

- *Juan Santamaría International Airport, San José, Costa Rica.* Project Manager/Engineer for design, rehabilitation, expansion of the loading ramp and associated taxiway designs.

LAND DEVELOPMENT ENGINEERING

- *Red Hawk Filing 3, Castle Rock, Colorado.* Project Manager for a 196-lot subdivision located in Castle Rock, Colorado. Project included several difficult aspects including encroachment on Town owned golf course, application for FEMA floodplain revision, mountainous terrain, and extensive coordination with adjacent developments for utility connections and design of interconnecting roadways.
- *King's Point Filing No. 2 and No. 4, Aurora, Colorado.* Project Manager/Engineer for 353 detached units on approximately 224 acres, including contextual site plan, final plat, and construction drawings. Design of streets, water distribution, sanitary sewer collection, storm sewer system, and a major drainageway improvement, including 3 drop structures. Filing No. 4 included 302 detached unites on 269 acres, with significant drainage improvements and pedestrian bridge.
- *Anthology, Parker, Colorado.* Project Engineer for 3,000-acre master-planned development including up to 6,200 residential units, as well as various commercial development.
- *Mission Viejo, Highlands Ranch, Colorado.* Design Engineer for the single-family residential development for Filing 118G, including street plans, sanitary sewer systems and storm drain systems for 495 lots.
- *Filing 4 at Bromley Park, Brighton, Colorado.* Project Manager for the residential development for Filing 4, containing 44 lots. Plans included street drainage and utility improvements.

CONSTRUCTION MANAGEMENT/ENGINEERING

- *On-Call Construction Services for Denver Water.* Project Manager for various Denver Water rehabilitation projects.
- *On-Call Construction Services for City and County of Broomfield, Colorado.* Project Manager for construction inspection services for residential developments.
- *City and County of Denver, Colorado.* Received, logged, and analyzed calls from public concerning damaged curb, gutter and walk for the Curb and Gutter Replacement Program. Managing database using dBase IV and developing construction documents.
- *MCI, Phase VI, Buildings C & E, Colorado Springs, Colorado.* Performed all surveying required for the construction of these two buildings. Maintained a current "As-Built" set of drawings.



KRYSTAL WELP

DEVELOPMENT REVIEW COORDINATOR/ENGINEERING AND PLANNING TECHNICIAN



EDUCATION

BS, University of Colorado at Denver

Denver, Colorado

PROFESSIONAL EXPERIENCE

Ms. Welp has extensive experience providing technician review services through review of municipal codes and criteria manuals and has assisted several municipalities with the creation of standards and specifications. Additionally, she provides graphic support for all aspects of community plans, ranging from the creation of project outreach websites, design of community outreach materials, to the design of the final document.

- *Development Review Coordinator.* Provides administrative support for a wide spectrum of development review projects. Support includes organization of submittals and review calendars, input of review comments, finalization of review comments, redlines and/or letters, and coordination with client and referral agencies. Additionally, provides technician review services through review of submittals to municipal codes and criteria manuals. She has or is currently assisting with development review for the following municipalities:
 - Clear Creek County
 - City of Brighton
 - City of Brush!
 - City of Sheridan
 - City of Littleton
 - City of Leadville
 - La Plata County
 - Paintbrush Hills Metropolitan District
 - Rio Grande County
 - Town of Buena Vista
 - Town of Gilcrest
 - Town of Grand Lake
 - Town of Lochbuie
 - Town of Hayden
 - Town of Poncha Springs
 - Lincoln Park Metropolitan District
 - Westridge Sanitation District
- *Code Revision Assistance.* Provides administrative and technician support for code revisions.
 - *Development Handbook*, Town of Buena Vista, Colorado
 - *Short-Term Rental and Accessory Dwelling Units Code Amendments*, City of Leadville (2020)
 - *Land Use Development Code Update*, Rio Grande County (2019)
 - *Site Development and Grading Standards*, Clear Creek County (2019)
 - *Land Use Code Assessment*, Rio Grande County (2017)
 - *Mixed-Use Zoning District Creation*, City of Sheridan (2017)
- *Comprehensive and Master Planning.* Provide graphic support for all aspects of community plans, create and maintain project websites, and manage surveys. Projects include:
 - *Parachute Design Guidelines*, Town of Parachute (2019)
 - *Comprehensive Plan Update*, Town of Bayfield (2018)
 - *Comprehensive Plan Update*, Town of Kersey (2016)
 - *Joint Master Plan*, Rio Grande County (2016)
 - *Comprehensive Plan Update*, City of Sheridan (2015)
 - *Parks, Recreation and Open Space Master Plan*, Town of Hot Sulphur Springs (2015)
 - *Housing Needs Assessment*, Town of Milliken (2014)

Qualified Bidders	
Company	Bid Total
Endeavor Utility Solutions LLC	\$21,180.00
Swiftwater Solutions LLC	\$42,175.00
FCS Group, A Bowman Company	\$78,500.00
RG and Associates, LLC	\$21,150.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Adopting Policy 1.2.11.2.5, Records R

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached draft policy, resolution and historical guidance.

Fiscal Impact: N/A

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/7/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/25/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/25/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/6/2025

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO
RESOLUTION NO. 2025-___**

**A RESOLUTION ADOPTING POLICY 1.2.11.2.5, RECORDS RETENTION SCHEDULES –
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, Gunnison County has established a uniform policy format and an adoption and periodic review process to promote consistency and uniformity throughout the organization; and

WHEREAS, the attached Records Retention Schedule – Board of County Commissioners Policy (Exhibit A) was created to reflect the current and legal records retention policies adhered to by the Gunnison County Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that:

1. The attached Records Retention Schedule – Board of County Commissioners Policy (Exhibit A) is adopted;
2. Effective immediately, this new Records Retention Schedule – Board of County Commissioners Policy prevails over all conflicting information.
3. In the event that future modifications to the attached Records Retention Schedule – Board of County Commissioners Policy (Exhibit A) are deemed necessary, the County Manager will decide whether or not to schedule the matter for approval/ratification by the BOCC, in accordance with Gunnison County Policy #1.1.1.
4. The following existing policies and policy statements are hereby rescinded, effective immediately:
 - a. Undated (post 7/1/1985) Records Retention Policy; provided from the Colorado State Archivist Office;
 - b. July 7, 1998 Records Retention Policy; as referenced on Page 2 of the approved Gunnison County Board of County Commissioners meeting minutes of the same date;
 - c. July 16, 2001 Records Retention Policy; as referenced on Page 2 of the approved Gunnison County Board of County Commissioners meeting minutes of the same date;
 - d. 2008 Records Retention Policy; provided from the Colorado State Archivist Office on May 1, 2008; and
 - e. Any and all other official records retention policies relative to the Board of County Commissioner records.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 6th day of May, 2025.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Vice-Chairperson

Jonathan Houck, Commissioner

Attest:

Deputy County Clerk



EXHIBIT A

Policy Name:	Records Retention Schedules – Board of County Commissioners		Policy Number:	1.2.11.2.5
Approval Authority:	Gunnison County Board of County Commissioners; Gunnison County Clerk		Initial Adoption Document	Resolution #2025-??
Date of Initial Adoption:	5/6/2025	Initial Effective Date:	5/6/2025	Policy Custodian: County Manager’s Office
Last Review / Revision Date:	5/6/2025	Review Frequency:	Every Five (5) years.	Next Review Due: 5/6/2030

PURPOSE

This policy outlines the records retention schedules followed by the Gunnison County Board of County Commissioners. Generally, these are records documenting and ensuring accountability related to the receipt and expenditure of public funds.

SCOPE

This policy applies to all Gunnison County Board of County Commissioners records retention practices.

DEFINITIONS

CLOSED RECORD – A file unit or records series containing documents on which action has been completed and to which more documents are not likely to be added.

DISPOSITION – Actions taken regarding records no longer needed in current office space, including destruction completed pursuant to an approved records retention schedule or permanent retention of records in paper or other formats.

DUPLICATE COPY – Non-record exact copy of a document kept solely for ease of access and reference.

FORMAT – The storage medium (paper or electronic) or the shape, size, style and general makeup of a particular record.

PERMANENT RECORDS – Records appraised as having sufficient historical or other value to warrant continued preservation by Gunnison County beyond the time they are needed for administrative, legal or fiscal purposes, such that such records are retained permanently and shall not be subject to disposition.

RETENTION PERIOD – Minimum time period for which a record must be retained to meet legal and operational requirements.

RETENTION SCHEDULE - The minimum retention period and final disposition of County records. For retention periods of years, the balance of the current year shall be included.

All policies are subject to amendment. Refer to the Gunnison County website (www.GunnisonCounty.org/Policies) for the official, most recent version of any policy adopted by the Gunnison County Board of County Commissioners.

POLICY STATEMENTS

Board of County Commissioners			
Statutory or Policy Reference	Document Title	Retention Period	Record Custodian
	<p>Agenda Packets and Agenda Supporting Documentation:</p> <p>Board of County Commissioners' agenda packets, including meeting agendas showing date, time and locations of official meetings and agenda order of items to be discussed by the Board at regularly scheduled, special and emergency public meetings and work sessions.</p> <p>Agenda briefing material such as agenda item summaries, presentations and other supporting documentation explaining the rationale for staff recommendations, presenting financial or background information or the history of agenda items being presented to the Board for a decision.</p> <p>This material, along with the Board proceedings, constitutes the County's legislative history.</p>	<p>Agendas and All Supporting Documentation, Including Applicant Information Admitted into Evidence During Any Meeting: Permanent</p>	Clerk to the Board
	<p>Work Session Files. Batches of information periodically distributed to the Board of County Commissioners for work sessions, including correspondence, copies of agenda materials and minutes for review, copies of staff memos, etc.</p>	1 year + current, then evaluate for continuing value (i.e., controversial meetings) prior to destruction	Clerk to the Board
Board of County Commissioners Acting as Another Decision-Making Body			
Statutory or Policy Reference	Document Title	Retention Period	Record Custodian
	Records of the Board when it is constituted and convened as another decision-making body (i.e., Liquor Licensing Authority, Local Marketing District, County Board of Equalization, Board of Health, Housing Authority Board)	Follow the retention periods set forth in this retention schedule for comparable records of the Board of County Commissioners (i.e., agenda material, meeting records,	Clerk to the Board; County Clerk & Recorder for Liquor License Records

All policies are subject to amendment. Refer to the Gunnison County website (www.GunnisonCounty.org/Policies) for the official, most recent version of any policy adopted by the Gunnison County Board of County Commissioners.

		ordinances, resolutions, recordings, etc.), unless otherwise specified below.	
CRS 39-8-101 et seq.: No retention period specified for Board of Equalization records	COUNTY BOARD OF EQUALIZATION (CBOE): Taxpayers may appeal decisions of the Assessor's office to the Board of Equalization (which is the Board of County Commissioners), and decisions of the Board of Equalization may be appealed to the State Board of Assessment Appeals.		
	CBOE Hearing Officer Records: Records relating to interviews, selection and contracts with Hearing Officers appointed by the Board of County Commissioners to preside over hearings and make recommendations to the Board of Equalization.	3 years + current after expiration of term of office	Clerk to the Board
	CBOE Administrative Hearing Records: Records relating to hearings conducted by appointed Hearing Officers and recommendations to the CBOE from the Hearing Officer; includes hearing notices and notifications of the outcome of Appeals.	2 years + current, provided all rights of appeal have expired	Clerk to the Board
	CBOE Appeal Petitions and Supporting Documentation: Submitted by property owners to request property tax valuation review; supporting documentation includes evidence submitted by the petitioner in support of the petition, letters of agency or appointment of agency forms, etc.	2 years + current	Clerk to the Board
	CBOE Property Tax Abatement Records	3 years + current Note: Cannot be appealed after 2 years, County Assessor retains a copy.	Clerk to the Board
Meeting Records			
Statutory or Policy Reference	Document Title	Retention Period	Record Custodian
	Agenda Packets and Agenda Supporting Documentation	Permanent	Clerk to the Board
	Electronic Presentations for Board Meetings	Permanent	Clerk to the Board

	Meeting Notes: Handwritten or other notes used to create proceedings.	Until minutes are approved or until notes transcribed	Clerk to the Board
	Notices of Meetings	1 Year	Clerk to the Board
CRS 30-10-319 CRS 30-10-405	Proceedings of the Board of County Commissioners and Supporting Documentation: The official minutes and record of proceedings of regular, special and emergency meetings and all supporting documentation such as exhibits or other material referenced in the minutes.	Permanent	Clerk to the Board
	Recordings of Board of Commissioners Meetings: Audio and/or video recordings of official meetings typically made for use in preparing the minutes or transcripts of the meeting or for public information.	Executive Sessions: 90 days after meeting Open Meetings: 1 year after approval of the minutes	Clerk to the Board
Member Records			
Statutory or Policy Reference	Document Title	Retention Period	Record Custodian
CRS 30-10-301	Oaths of Office	3 Years + current after term of office ends	County Clerk & Recorder
CRS 30-15-404 to CRS 30-15-407	Ordinances	Permanent	County Clerk & Recorder
CRS 30-10-319	Resolutions	Permanent	County Clerk & Recorder
CRS 30-10-312	Bond or Insurance	1 year + current after service ends or after any legal proceedings involving enforcement of the bond conclude, whichever is later	County Clerk & Recorder
Agreements and Contracts			
Statutory or Policy Reference	Document Title	Retention Period	Record Custodian
	Agreements and Contracts. Agreements and contracts of various kinds that document some form of agreement that is enforceable by law between the County and other parties, including but not limited to intergovernmental agreements, memoranda of understanding, franchise agreements, lease	6 years + current after expiration or fulfillment of all terms of the agreement or contract, whichever is later, provided that audit has been completed and that the agreement or	County Attorney's Office, with a copy also kept in the department or office receiving goods or services under such contract or agreement.

All policies are subject to amendment. Refer to the Gunnison County website (www.GunnisonCounty.org/Policies) for the official, most recent version of any policy adopted by the Gunnison County Board of County Commissioners.

	agreements, professional services agreements, change orders, letters of intent, amendments and revisions, and essential supporting documentation.	contract no longer has any binding effect, except that prior to destruction, evaluate for continuing legal, administrative or historical value	
Correspondence			
Correspondence is a written communication that is sent or received via the U.S. mail, private courier, facsimile transmission or electronic mail, including letters, postcards, memoranda, notes, telecommunications and any other form of written communications. The term general documentation is intended to cover a wide variety of records created in the normal course of business.			
Statutory or Policy Reference	Document Title	Retention Period	Record Custodian
	Enduring Long-Term Value: Documentation or correspondence, including email messages, with lasting long-term administrative, policy, legal, fiscal, historical or research value; records that relate to policy issues and actions or activities in which an important precedent is set; records of historic events; and other similar records and documentation.	Permanent	Clerk to the Board
	Routine Value: Routine operating documentation or correspondence with limited administrative, legal, fiscal, historical, informational or statistical value. Includes routine email messages, letters or memoranda, reading or chronological files that contain duplicates of memos or letters also filed elsewhere, routine requests for information, transmittal documents, etc.	2 Years	Clerk to the Board
	Transitory Value: General documentation or correspondence of extremely short-term value, including advertisements, drafts and worksheets, desk notes, copies of materials circulated for informational "read only" purposes, other records, including email messages, with preliminary or short-term informational value.	Until material has been read	Clerk to the Board

METHODS OF RECORD DESTRUCTION

When dealing with confidential information such as law enforcement and personnel information, these types of records should be shredded to prevent them from being reconstructed by unauthorized parties. Thus, document shredding or electronic destruction (if record kept in electronic form or electronic form only) are best suited for destruction of records once authorized by this Policy.

All policies are subject to amendment. Refer to the Gunnison County website (www.GunnisonCounty.org/Policies) for the official, most recent version of any policy adopted by the Gunnison County Board of County Commissioners.

Records that are the subject of a litigation hold should not be destroyed without the express written permission of the County Attorney.

The Clerk to the Board should keep a record of the records destroyed, regardless of whether destruction is coordinated at a centralized or decentralized level, to be able to show that destruction took place in the normal course of business. A log or form used to keep track of records destruction should include the following information at a minimum:

1. Date of destruction.
2. Destruction method.
3. Volume of records destroyed, usually in estimated cubic feet.
4. Records descriptions, such as the types and date ranges of the records destroyed [for instance: "Foreclosure records (2005)" or "Release records (1979—1980)"] or a listing of the specific file folder titles, depending on the level of tracking the Clerk to the Board wants to do.
5. Who authorized, supervised and/or accomplished the records destruction.
6. Retention Schedule reference by title.

COMPLIANCE

This policy shall be complied with in all respects. Revisions to this policy may occur and every attempt will be made to provide prior notice of any such change. However, when deemed necessary in order to fully protect the County's interests, the interest of the public, and to more fully protect the safety of the public, including employees governed by this policy, this policy may be changed without notice.

APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS

See Statutory or Policy Reference above.

State of Colorado



Bill Ritter, Jr.
Governor

Rich Gonzales
Executive Director

Jennifer Okes
Deputy Executive Director

Todd Olson
Division Director

Terry Ketelsen
State Archivist

DPA

Department of Personnel
& Administration

Division of Information Technologies
Colorado State Archives
1313 Sherman Street, Room 1B-20
Denver, Colorado 80203
Phone (303) 866-4900
Fax (303) 866-2257
Email: archives@state.co.us
www.state.co.us/dpa

May 1, 2008

Gunnison County
Board of County Commissioners
200 East Virginia
Gunnison, CO 81230

08-10096

THIS IS YOUR 2008 RECORDS RETENTION AND DISPOSITION AUTHORIZATION

Your agency is authorized to preserve and dispose of records in accord with the instructions provided on this schedule. If your agency requested a revision since the 1990 schedule was issued, you are **to utilize your most recent revised Records Disposition Schedule as the base document**. You are now authorized to destroy another year of non-permanent records in accordance with the dates given below.

Retention Period

Dates Authorized for Destruction

1 year + current	1/1/2006-12/31/2006
2 years + current	1/1/2005-12/31/2005
3 years + current	1/1/2004-12/31/2004
4 years + current	1/1/2003-12/31/2003
5 years + current	1/1/2002-12/31/2002
6 years + current	1/1/2001-12/31/2001
7 years + current	1/1/2000-12/31/2000
8 years + current	1/1/1999-12/31/1999
9 years + current	1/1/1998-12/31/1998
10 years + current	1/1/1997-12/31/1997
15 years + current	1/1/1992-12/31/1992
20 years + current	1/1/1987-12/31/1987
25 years + current	1/1/1982-12/31/1982

PLEASE NOTE: NO RECORDS SHALL BE DESTROYED UNDER THIS SCHEDULE AUTHORITY SO LONG AS IT PERTAINS TO ANY PENDING LEGAL CASE, CLAIM, ACTION OR AUDIT.

We ask that you **retain this document** and keep it with all previous schedules. Once you have completed disposition of your records, please **return the PINK certificate of disposal (attached)** as soon as possible. Thank you for your cooperation. If you have any questions, please do not hesitate to contact my office and ask for the staff archivist assigned to records management.

Terry Ketelsen, State Archivist

GUNNISON COUNTY
BOARD OF COUNTY COMMISSIONERS

ARCHIVES NO. _____

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RECORD TITLE	MINIMUM RETENTION PERIOD WITH RESERVATIONS	M/F INDICATOR	ACTION AUTHORIZED
1. INDEX TO COMMISSIONERS PROCEEDINGS (MINUTES)	PERMANENT Microfilm at intervals Transfer silver microfilm (camera copy or first generation copy) to the custody of State Archivist	M/F 1/ SECURITY RETAIN ORIGINALS	PERMANENT RETENTION 1881-CURRENT MICROFILM: TRANSFER: (MICROFILM) SUBJECT TO RESERVATION INDICATED
2. MINUTES OF THE BOARD OF EQUALIZATION	PERMANENT Microfilm at intervals Transfer silver microfilm (camera copy or first generation copy) to the custody of State Archivist	M/F 1/ SECURITY RETAIN ORIGINALS	PERMANENT RETENTION 1881-CURRENT MICROFILM: TRANSFER: (MICROFILM) SUBJECT TO RESERVATION INDICATED
3. COUNTY COMMISSIONERS PROCEEDINGS (MINUTES)	PERMANENT Microfilm at intervals Transfer silver microfilm (camera copy or first generation copy) to the custody of State Archivist	M/F 1/ SECURITY RETAIN ORIGINALS	PERMANENT RETENTION 1881-CURRENT MICROFILM: TRANSFER: (MICROFILM) SUBJECT TO RESERVATION INDICATED
4. RESOLUTIONS	PERMANENT		PERMANENT RETENTION 1881-CURRENT
5. PAYROLL REGISTERS	PERMANENT		PERMANENT RETENTION 1881-CURRENT
<p>1/ It shall be the responsibility of the agency to inspect their own microfilm and certify to the continuity of the filmed record and legibility of the information. If, for any reason, any image is not completely readable, or any portion of the series has not been filmed, appropriate corrections or documentation must be made to insure standards and to comply with CRS, as amended, Title 24-80-107 before transfer/security deposit to the State Archivist. Contact the State Archivist for authority to microfilm the above records.</p>			

**PERMANENT RECORDS CONTROL
SCHEDULE AUTHORIZATION**

NOTE: NO RECORD SHALL BE DESTROYED UNDER THIS SCHEDULE AUTHORITY SO LONG AS IT PERTAINS TO ANY PENDING LEGAL CASE, CLAIM, ACTION OR AUDIT.

STATE AUDITOR

By _____

ENDORSED: _____
Date

AGENCY AUDITED TO: _____

_____ Date

GUNNISON COUNTY
BOARD OF COUNTY COMMISSIONERS

ARCHIVES NO. _____

PAGE

RECORD TITLE	MINIMUM RETENTION PERIOD WITH RESERVATIONS	M/F INDICATOR	ACTION AUTHORIZED
<p>6. CORRESPONDENCE & GENERAL DOCUMENTATION</p> <p>Administrative, policy, legal, fiscal, historical or research of enduring value.</p> <p>NOTE: Documentation containing one or more of these values shall be retained permanently in original and/or microfilm form (i.e.) all evidence of organization and function and information pertaining to people, property, corporate bodies, problems, solutions, conditions, etc.</p>	PERMANENT		PERMANENT RETENTION 1881-CURRENT
7. LAND USE PLAN	PERMANENT		PERMANENT RETENTION 1881-CURRENT
8. GENERAL OBLIGATION BOND REGISTERS	PERMANENT		PERMANENT RETENTION 1881-CURRENT
<p>9. PERSONNEL RECORDS</p> <p>A. Active</p> <p>B. Inactive</p>	PERMANENT		PERMANENT RETENTION 1950-CURRENT
10. DEED TO COURTHOUSE PROPERTY	PERMANENT		PERMANENT RETENTION 1881-CURRENT

Contact the State Archivist for authority to microfilm the above records.

**PERMANENT RECORDS CONTROL
SCHEDULE AUTHORIZATION**

NOTE: NO RECORD SHALL BE DESTROYED UNDER THIS SCHEDULE AUTHORITY SO LONG AS IT PERTAINS TO ANY PENDING LEGAL CASE, CLAIM, ACTION OR AUDIT.

STATE AUDITOR

By _____

ENDORSED: _____
Date

AGENCY AUDITED TO: _____
Date

EXTENSION AGENT: County Manager DeVore reported that Extension Director Kim Fabrizius has requested Board consideration of special State funding which would help the County bring a current half-time agent position to a full-time position. The County would be required to provide a match of \$4500 to \$4700 per year. Chairperson Field stated that he would like to discuss this request further with Ms. Fabrizius, as well as get comments from the Extension Advisory Committee, prior to making a decision.

SCHEDULING: Upcoming miscellaneous meeting dates were discussed. A meeting was scheduled with the County GIS Coordinator to discuss computer modeling for the statutorily required County Commissioner re-districting.

CORRESPONDENCE: Correspondence included in the Board's packets was reviewed.

RECORDS RETENTION POLICY: County Manager DeVore reported that the Board adopted a records retention policy in 1998. Due to a new statute requiring the recording of some executive sessions and the keeping of those tapes for 90 days, he is recommending that an amendment to the records retention policy be adopted accordingly. The amendment would require that recordings of the appropriate executive sessions will be maintained for 90 days, and destroyed on the 91st day.

Moved by Commissioner Starr, seconded by Commissioner Anderson to modify our records retention policy as set forth in the document dated 7-16-01, a memo from the Board to all department heads and elected officials, and that we authorize execution of that document. Motion passed unanimously.

FIRE BAN: County Manager DeVore stated that the possible fire ban listed on the agenda is not needed at this time.

LOT 22 FINANCING OPTIONS: County Manager DeVore stated that two proposals have been received from local banks regarding financing of Lot 22 Gunnison Center Properties. One bank has requested an extension of the deadline for proposals to 5 p.m. today. The Board agreed to extend the deadline and all proposals will be opened at the same time.

HOUSING AUTHORITY: Chairperson Field recessed the Board meeting and called to order a meeting of the Gunnison County Housing Authority at 9:30 a.m.

County Manager DeVore presented a contract for the Section 8 Voucher Program. He stated that the County currently administers 35 vouchers for rental assistance.

Moved by Commissioner Starr, seconded by Commissioner Anderson to authorize execution by the Chairperson of the Section 8 Housing Voucher Program contract for the period of time through June 30, 2003. Motion passed unanimously.

The Housing Authority meeting was adjourned at 9:50 a.m. and the Board of Commissioners meeting was called back to order.

- Chairperson Field left the meeting, to return later this morning.

The Board of Commissioners stated that they approve of the currently proposed concept, but would like the opportunity to participate in any decisions regarding service levels related to funding. If all the counties approve of the concept, the County representatives can proceed with the development of an intergovernmental agreement.

Moved by Commissioner Zanetell, seconded by Commissioner Santarelli that the Board of Commissioners approve and sign a conceptual agreement for the administration of a One Stop Job Service and Training Program. Motion passed unanimously.

COUNTY MANAGER REPORTS:

UPCOMING MEETINGS: County Manager DeVore reviewed his memo regarding upcoming meetings including the Transportation Round Tables, a Managers/Administrators meeting in Aspen, and the NACO Conference in Portland. He will be out of the office from July 15 - 27 for the NACO meeting, which Commissioner Santarelli will also attend during that time.

AGENDA PUBLICATION: County Manager DeVore reported that both the Times and Chronicle now have a deadline of 5 p.m. on Tuesday for submittal of the upcoming agenda. Staff will be submitting a preliminary agenda to both newspapers for publication, rather than the final agenda which had been published in the Times when they had a Friday paper. Commissioner Zanetell asked that staff continue to try and get the most accurate agenda information as possible for publication.

RECORDS RETENTION POLICY: County Manager DeVore submitted a proposed Records Retention Policy for tape recordings of Commissioner, Planning Commission, and Board of Equalization meetings. The proposed schedule requires retaining six years of recordings at a time, with tapes being discarded every seventh year. He added that he will return to the Board in a few months with a recommended modification of the records retention schedule for all County records.

Moved by Commissioner Santarelli, seconded by Commissioner Zanetell to authorize staff to destroy **all tapes of the Board of County Commissioners, County Board of Equalization, and Planning Commission that are in excess of seven years old.** Motion passed unanimously.

GUNNISON VALLEY LAND PRESERVATION BOARD: County Manager DeVore reported that the Gunnison Valley Land Preservation Board is unanimously recommending a change to the organizational procedures and guidelines regarding the tape recording of meetings. They are recommending that there only be tape recordings of meetings where funding decisions are being made. In general, this

GUNNISON COUNTY
BOARD OF COUNTY COMMISSIONERS

ARCHIVES NO. _____

PAGE _____

RECORD TITLE	MINIMUM RETENTION PERIOD WITH RESERVATIONS	ACTION AUTHORIZED
1. CORRESPONDENCE & GENERAL DOCUMENTATION: ROUTINE	1 year + current Authorization granted <u>PROVIDED</u> that: 1. Operating documentation contains no administrative legal, fiscal, historical, informational or statistical value. 2. Operating documentation shall be retained until legal and fiscal responsibility and administrative necessity discharged.	DESTROY: SUBJECT TO RESERVATION INDICATED
2. WARRANT REGISTERS	6 years + current	DESTROY:
3. BIDS		
A. Accepted	6 years + current	DESTROY:
B. Rejected	2 years + current	DESTROY:
4. CASH RECEIPTS	2 years + current	DESTROY:
5. VOUCHERS		
A. For Purchases and Services Other Than Personal and Supporting Papers to all Vouchers	6 years + current	DESTROY:
1) Purchase Orders		
2) Purchase Requisitions		
3) Invoices		
4) Billings		
B. Duplicate Copies	1 year + current	DESTROY:
6. WARRANTS - ALL COUNTY FUNDS (CHECKS)		
A. Originals - Paid and Cancelled	6 years + current	DESTROY:
B. Stubs	6 years + current	DESTROY:
C. Duplicate Copies	1 year + current	DESTROY:
D. Blanks (Unused and Unnumbered)	1 year + current	DESTROY:

**NON-PERMANENT RECORDS CONTROL
SCHEDULE AUTHORIZATION**

NOTE: NO RECORD SHALL BE DESTROYED UNDER THIS SCHEDULE AUTHORITY SO LONG AS IT PERTAINS TO ANY PENDING LEGAL CASE, CLAIM, ACTION OR AUDIT.

STATE AUDITOR

By _____

ENDORSED: _____
Date

AGENCY AUDITED TO: _____
Date

GUNNISON COUNTY
BOARD OF COUNTY COMMISSIONERS

ARCHIVES NO. _____

PAGE _____

RECORD TITLE	MINIMUM RETENTION PERIOD WITH RESERVATIONS	ACTION AUTHORIZED
7. PROOFS OF PUBLICATION	6 years + current	DESTROY:
8. APPLICATIONS FOR EMPLOYMENT AND SUPPORTING DOCUMENTATION FOR PERSONS NOT HIRED	2 years from the date of the making of the record of the personnel action involved, whichever occurs later. <u>1/</u>	DESTROY: SUBJECT TO RESERVATION INDICATED
9. CONTRACTS	Duration of contract as determined by any terms limiting action thereunder + 6 years after cause accrues	DESTROY: SUBJECT TO RESERVATION INDICATED
10. INSURANCE POLICIES	Duration of policy as determined by any terms limiting action thereunder + 6 years after cause accrues	DESTROY: SUBJECT TO RESERVATION INDICATED
11. AGREEMENTS	Duration of agreement as determined by any terms limiting action thereunder + 6 years after cause accrues	DESTROY: SUBJECT TO RESERVATION INDICATED
12. APPLICATIONS AND LICENSES A. Liquor B. Beer C. Amusement D. Other	2 years + current	DESTROY:
13. BUDGET WORKPAPERS	2 years + current	DESTROY:
14. OATHS OF OFFICE	Term of office + 1 year	DESTROY:
15. EMPLOYEE TIME SHEETS	5 years + current <u>2/</u>	DESTROY:
<u>1/</u>	This retention period is in conformance with the Code of Federal Regulations, Title 29, Section 1602.31, revised July 1, 1985	
<u>2/</u>	This retention period is in conformance with the Colorado Employment Security Act. CRS, Section 1602.31, revised July 1, 1985	

**NON-PERMANENT RECORDS CONTROL
SCHEDULE AUTHORIZATION**

NOTE: NO RECORD SHALL BE DESTROYED UNDER THIS SCHEDULE AUTHORITY SO LONG AS IT PERTAINS TO ANY PENDING LEGAL CASE, CLAIM, ACTION OR AUDIT.

STATE AUDITOR
By _____
ENDORSED: _____
Date _____
AGENCY AUDITED TO:
_____ Date _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment; LUC-24-00040; Little Jac

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Applicant, Little Jackson LLC, requests approval of a Boundary Line Adjustment between three mining claim parcels northwest of Irwin, off Forest Service Road 826 D.1.

Fiscal Impact:

Submitted by: Rachael Blondy

Submitter's Email Address: rblondy@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/21/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/21/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/6/2025

To: Gunnison County Board of County Commissioners
RE: LUC-24-00040 | Boundary Line Adjustment | Little Jackson LLC
Memo Date: April 29, 2025
Meeting Date: May 6, 2025

The Applicant, Little Jackson LLC, requests approval of a Boundary Line Adjustment (BLA) between three mining claim parcels northwest of Irwin, off Forest Service Road 826 D.1.

1. Ruby Chief Millsite – [Parcel # 3179-000-00-076](#) , 4.98 acres to 4.21 acres
2. Alfreda – [Parcel # 3179-000-00-048](#) , 1.22 acres to 5.95 acres
3. Hopewell – [Parcel # 3179-000-00-048](#) , 9.86 acres to 5.48 acres

The Applicant wishes to adjust the parcels to remove technical constraints and unanticipated consequences that arose while trying to site a proposed residence on the Alfreda lot. The wetland delineation showed that the proposed residence needed to be moved to meet the septic system setbacks. The lot has legal access through the neighboring mining claims, and will apply for a Forest Service Access Permit as part of the building permit process.

As shown in Figure 1 and Figure 2, the Alfreda will expand its eastern boundary east with that of the Ruby Chief Millsite. To accommodate this shift, the corresponding portion of the Hopewell claim will be reduced. Additionally, a narrow sliver along the southern edge of the Ruby Chief Millsite will be conveyed to the Alfreda, resulting in a straighter boundary line between the two.

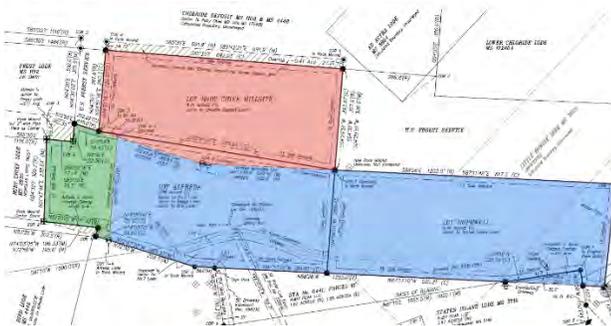


Figure 1. Original Plat

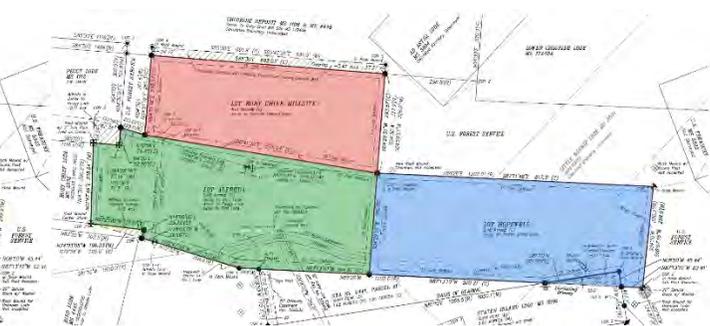


Figure 2. Proposed Boundary Line Adjustment

Staff reviewed the application, which complies with all applicable standards found in [Land Use Resolution](#) Section 5-103 and was found to comply with the standards of Section 5-103:A.3.a and Section 5-104.L. Plat was reviewed by the County Attorney’s Office on March 12, 2025 for legal sufficiency.

Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

1. **COMPLY WITH APPLICABLE STANDARDS** – No conformities will be created.
2. **COMPATIBILITY WITH COMMUNITY CHARACTER** – The resulting 4.21, 5.95 and 5.48 acre lots are similar to the surrounding mining claim lots.

Section 5-103:A.3.a ADDITIONAL STANDARDS APPLICABLE TO BOUNDARY LINE ADJUSTMENTS

1. *INSUBSTANTIAL CHANGE* – Ruby Chief Millsite: Decreased by 15.46%
Alfreda: Increased by 387.70%
Hopewell: Decreased by 44.42%
2. *NOT CREATE ADDITIONAL LOTS* – The BLA will not create additional lots.
3. *MINIMUM LOT SIZE* – The resulting parcels will all be above 1-acre.

Section 5-104:L APPLICATION FORM FOR BOUNDARY LINE

1. *CONSENT OF ALL LANDOWNERS AND MORTGAGE HOLDERS* – Notarized written consent from the landowner is found on the plat.
2. *SURVEY PLAT* – The BLA plat meets all standards listed in this section.

Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click “Projects”, search by application number LUC-24-00040, Click on “Attachments”.

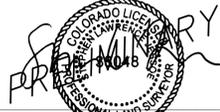
A. Plat

LAND SURVEYOR'S STATEMENT

I, STEPHEN L. JESSE, for and on behalf of All County Survey, Inc., being a Licensed Professional Land Surveyor in the State of Colorado, do hereby state that this HOPEWELL BOUNDARY ADJUSTMENT PLAT was prepared by me and under my responsible charge & supervision and is accurate to the best of my knowledge, information and belief...

Basis of Bearing is based on a record bearing of N81°10'E between an aluminum cap monument stamped "4-3716 LST361" found at the northwesterly boundary corner of the Staten Island Lode MS 3716, and an aluminum cap monument stamped "1-3716 LST17506" found at the northeasterly boundary corner of the Staten Island Lode MS 3716, as shown hereon.

Dated this ___ day of ___, 2025.



Stephen L. Jesse
Colorado Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.
P.O. Box 7164, Gunnison, CO 81230

SURVEY NOTES

- 1) Boundaries are based on the Plat of the Hopewell Lode MS 5146, the Plat of the Alfreda Lode MS 5147, the Plat of the Ruby Chief Mill Site MS 17240B, and the Plat of the Staten Island Lode MS 3716; all of the records of the US Bureau of Land Management, U.S. Dept. of the Interior; Survey Deposit No. 44 by Edgar F. Benner; Survey Dep No. 539 by Dennis Valdevinos; and Survey Dep No. 644 by the US Forest Service, of the records of Gunnison County.
2) Basis of Bearing is based on a record bearing of N81°10'E between an aluminum cap monument stamped "4-3716 LST361" found at the northwesterly boundary corner of the Staten Island Lode MS 3716, and an aluminum cap monument stamped "1-3716 LST17506" found at the northeasterly boundary corner of the Staten Island Lode MS 3716, as shown hereon.
3) Land descriptions for the Hopewell Lode MS 5146 and the Alfreda Lode MS 5147 are based on the Special Warranty Deed recorded February 5, 2008 at Rec. No. 582005 of the records of Gunnison County. Land descriptions for the Ruby Chief Mill Site MS 17240B are based on the General Warranty Deed recorded November 29, 2010 at Rec. No. 602173 of the records of Gunnison County.
4) A current Title Commitment was not provided. This survey does not represent a title search by this surveyor. Additional easements and encumbrances may exist.
5) Distances and dimensions are in U.S. Survey Feet.
6) Building Setbacks are based on Gunnison County's Land Use Resolution amended March 5, 2019. Please contact the County for further clarification on setbacks.

ATTORNEY'S OPINION

I, Jacob A. With, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined the title to all lands herein dedicated and subdivided. Such title is vested in Little Jackson, L.L.C., a Colorado limited liability company and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

- 1. All matters shown hereon.
2. All matters not in the real property records of Gunnison County, Colorado.
3. The lien for real property taxes.
4. Reservations, exceptions and provisions set forth in United States Patent recorded July 14, 1905 in Book 150 at page 329.
5. All matters disclosed on map of Hopewell Pipeline recorded January 30, 1920 under Reception No. 136509.
6. Right of first refusal set forth in Warranty Deed recorded October 15, 1990 in Book 683 at page 577.
7. Any rights, interest or easements in favor of the United States of America, the State of Colorado, or the public, which exist or are claimed to exist in and over the past and present bed, banks or waters of Anthracite Creek as evidenced by map recorded January 20, 1920 under Reception No. 136509.
8. Reservations, exceptions and provisions set forth in United States Patents recorded April 30, 1891 in Book 99 at page 253; and recorded April 30, 1891 in Book 99 at page 257.
9. Terms, conditions and provisions of easement and right of way for private road 30 feet in width granted in special warranty deed recorded January 13, 1966 in Book 385 at page 365; and conveyed in warranty deed recorded December 31, 1991 in Book 699 at page 750; and conveyed to Donna Wilson in grant of easement recorded January 17, 1996 in Book 776 at page 982; and in quitclaim deed recorded August 27, 2015 under Reception No. 635028.
10. Road easements evidenced by map recorded August 28, 1968 in Book 405 at page 243.
11. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in grant of easement recorded June 13, 2001 under Reception No. 511511; and in driveway easement agreement recorded August 21, 2006 under Reception No. 568232.
12. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in easement agreement recorded August 21, 2006 under Reception No. 568233; and in amended easement agreement recorded September 21, 2007 under Reception No. 578996.
13. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in water right sharing agreement and conveyance recorded November 7, 2007 under Reception No. 580099.
14. Terms, conditions and provisions of certificate of administrative review approving land use change permit recorded February 10, 2023 under Reception No. 689692.

Dated this ___ day of ___, 2025.

Jacob A. With, Attorney-At-Law
Supreme Court Registration No. 40546
Law of the Rockies
525 N. Main Street
Gunnison, CO 81230

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

Little Jackson, L.L.C., a Colorado limited liability company, on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property, and any improvements thereon. We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agree to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense.

WARNING AND DISCLAIMER OF GEOLOGIC HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

Little Jackson, L.L.C., a Colorado limited liability company, on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of geologic hazard areas that may affect the use and occupancy of this property, and any improvements thereon. We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agree to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense.

DEDICATION

Little Jackson LLC, being the owners of the land described as follows:

Hopewell Lode Mining Claim, U.S. Survey No. 5146, Alfreda Lode Mining Claim, U.S. Survey No. 5147, and Ruby Chief Mill Site, U.S. Survey No. 17240B, all according to the United States Patents thereon,

Ruby Mining District, County of Gunnison, State of Colorado.

under the name of HOPEWELL BOUNDARY LINE ADJUSTMENT PLAT, have laid out, platted and/or subdivided the same as shown on this plat and hereby permanently dedicate those portions of land labeled as easements for private road access, as shown hereon.

In witness whereof, Thomas L. Kelly, Managing Member of Little Jackson, L.L.C., a Colorado limited liability company, has subscribed his name this ___ day of ___, 2025.

By
Thomas L. Kelly, Managing Member
Little Jackson, L.L.C., a Colorado limited liability company

State of _____)
County of _____) s.s.

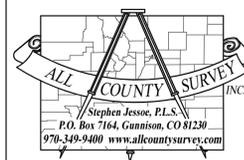
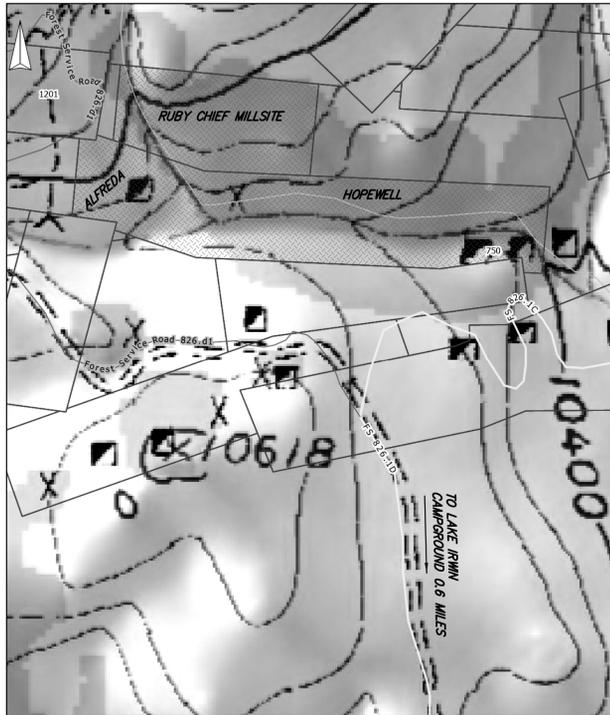
The foregoing instrument was acknowledged before me this ___ day of ___, 2025, by Thomas L. Kelly, Managing Member of Little Jackson, L.L.C., a Colorado limited liability company.

My commission expires: _____
My address is: _____

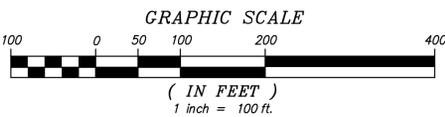
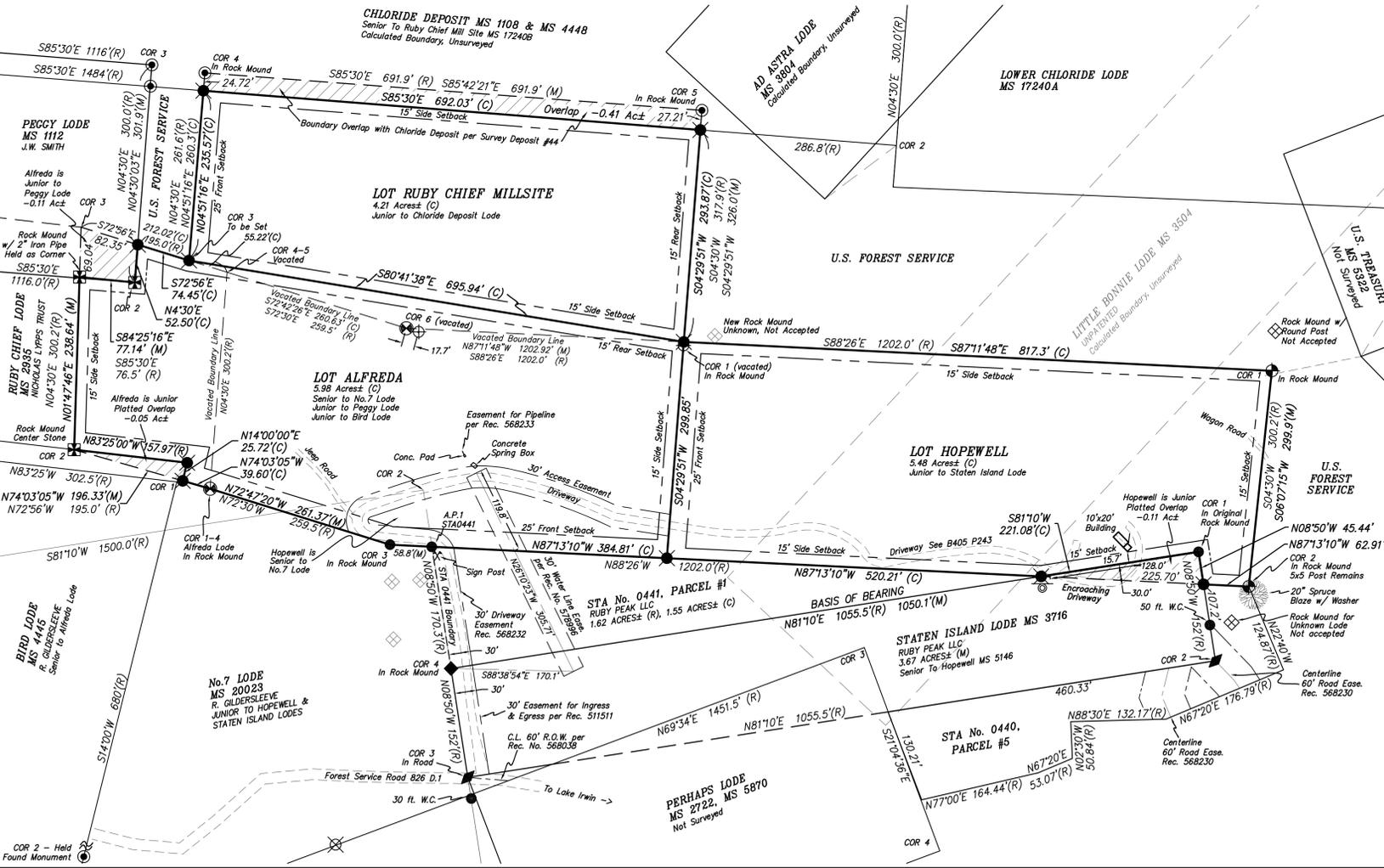
Witness my hand and official seal:

Notary Public (seal)

VICINITY MAP (Not to Scale)



This draft is the exclusive property of All County Survey, Inc. All County Survey disclaims any liability regarding the accuracy of the matters shown hereon. Any use, distribution, or reproduction of this draft without the Surveyor's prior written consent is strictly prohibited.



PLAT NOTES

- 1) Any person who acquires any interest in any of the real property platted on this Plat shall be deemed to have accepted the terms, conditions, exceptions, restrictions, limitations and definitions set forth herein.
2) NOTICE: According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
3) CONFINEMENT OF DOMESTIC ANIMALS. Domestic animals must be controlled by kenneling, leash, fencing or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible association or individual.
4) AWARENESS OF COLORADO "FENCE-OUT" REQUIREMENTS. A property owner is required to construct and maintain fencing in order to keep livestock off his/her property as per C.R.S. 35-46-101 et seq.
5) IRRIGATION DITCH MAINTENANCE. An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and leave natural debris on the bank.

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of the boundary line adjustment HOPEWELL BOUNDARY LINE ADJUSTMENT PLAT is approved this ___ day of ___, 2025.

By
Chairperson, Gunnison County Board of Commissioners

ATTEST:

Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This Plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ___ day of ___, 2025.

Reception Number _____ Time _____ Date _____

Gunnison County Clerk and Recorder

HOPEWELL BOUNDARY LINE ADJUSTMENT PLAT
HOPEWELL MS 5146, ALFREDA MS 5147 &
RUBY CHIEF MILL SITE MS 17240B
RUBY MINING DISTRICT
COUNTY OF GUNNISON, STATE OF COLORADO

SCALE: 1" = 100'

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 6 March 2025

DRAWN BY: ADJ / SLJ

REVIEWED BY: SLJ

HOPEWELL BOUNDARY LINE ADJ. PLAT
HOPEWELL MS 5146, ALFREDA MS 5147,
RUBY CHIEF MILL SITE MS 17240B
RUBY MINING DISTRICT
GUNNISON COUNTY, COLORADO

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison Area Plan; Special Area Designation; Comm

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Request BOCC action to initiate special area process for Gunnison Area Plan

Fiscal Impact:

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/23/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/23/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 5/6/2025



Cathie Pagano, Assistant County Manager
Gunnison County Community & Economic Development Department

Phone: (970) 641-0360
Email: planning@gunnisoncounty.org
Website: www.GunnisonCounty.org

From: Cathie Pagano, Assistant County Manager for Community & Economic Development
To: Board of County Commissioners
Date: April 15, 2025
Re: Gunnison Area Plan: Special Area Designation

Gunnison County and the City of Gunnison have been working cooperatively to develop the Gunnison Area Plan (the Area Plan). The Area Plan is intended to address development within specific areas of the City of Gunnison’s three-mile boundary.

The Board of County Commissioners 2024 Strategic Plan includes the following strategic results (D.3.A originated in the 2022 Strategic Plan):

D.3. By December 31, 2026, Gunnison County will create a review process for approving essential housing projects in designated areas as a use by right or administrative review through Gunnison County Land Use Resolution revisions and the development of a comprehensive corridor plan from Gunnison to Mt. Crested Butte.

D.3.A. By December 31, 2024, completion of the Gunnison Community Area Plan and adoption of regulatory process to streamline and shorten the development review process. This may include amendments to the Gunnison County Land Use Resolution and/or the designation of a Special Area.

City and County staff have collaborated with our consultant team from Design Workshop to address the above BOCC goals. The staff and consultant team have analyzed the utility capacity for the City of Gunnison, drafted an initial special area boundary, and met with the Planning Commission to discuss draft regulations for the area. The staff and consultant team have determined that the most effective method to achieve the BOCC goals is to propose a Special Area within the City’s three-mile plan area that will have its own set of regulations to streamline the development review process and enable the development of additional affordable and free market housing.

Section 1-110: B.1.a. of the Gunnison County *Land Use Resolution* (LUR) requires that the Board of County Commissioners identify an area that is proposed for consideration as a “special area” per the LUR definition and process described in Section 1-110: *Process for Designating Special Areas*:

“The BOCC, by motion at a regular meeting, shall identify a proposed, designated special area, shall identify, generally, the rationale for specially designating such area, and shall instruct the

Community Development Director to prepare the map, report and proposed regulations required by Section 1-110: B.1.b: Preparation of Map, Report, and Proposed Regulations.”

Staff requests direction from the BOCC to initiate the Special Area process which then enables staff to develop a proposed special area map, report, and proposed regulations. Staff expects that this information will be available by mid-May and included on a Planning Commission work session in May. All materials will be forwarded to the BOCC and Planning Commission and a joint public hearing is required to be conducted. We expect the joint public hearing to be scheduled for July. The Planning Commission is required to make a recommendation to the BOCC and per Section 1-110: B.f. *BOCC Review and Action:*

“The BOCC shall consider the map, report, the proposed regulations, the Planning Commission’s recommendation, the public testimony and evidence provided at the public hearing, and the requirements of Section 1-110: C: Standards of Approval. The BOCC, by written resolution, shall adopt the designation and proposed regulations, adopt the designation and the proposed regulations with modifications, or deny the designation and proposed regulations.”

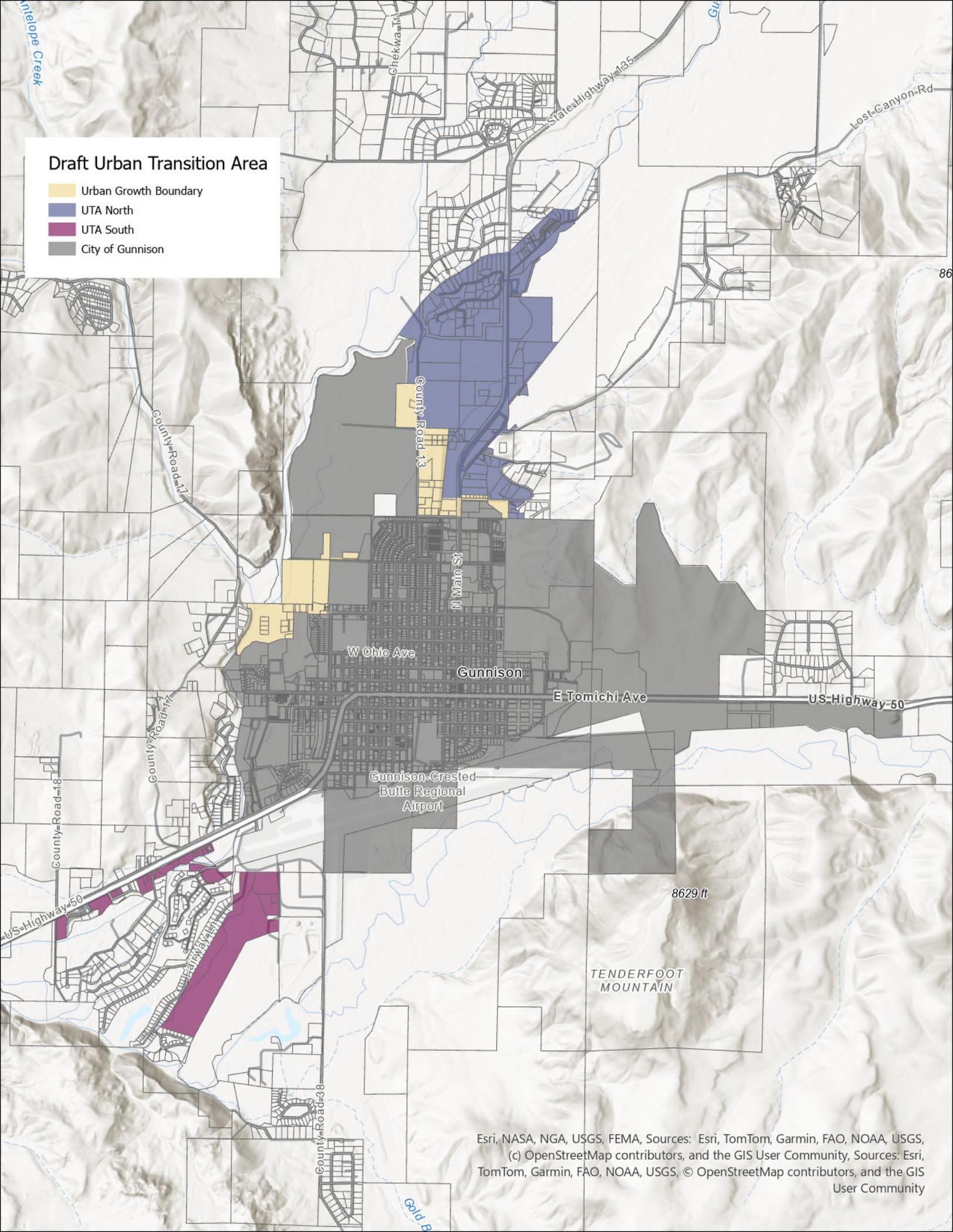
The LUR describes the standards for approval of a new special area in Section 1-110: C. *Standards of Approval:*

- “1. DEVELOPMENT ACTIVITY. The intensity and type of current and foreseeable development in the area.*
- 2. RATIONALE AND NEED FOR DESIGNATION. The purpose and need of the proposed designation.*
- 3. BOUNDARIES. The proposed boundaries of the area proposed for designation.*
- 4. COMMUNITY PLAN OR TECHNICAL STUDY. Any community plan or technical study that may have been conducted regarding the proposed designation.*
- 5. ALTERNATIVES. Whether the particular purpose to be achieved by the designation can be best achieved by designating that geographic area for specialized land use regulation, or whether the purpose could better be achieved by an alternative method, including the adoption of regulations that would apply countywide.*
- 6. ADVERSE IMPACTS AND EXPECTED BENEFITS. Any adverse impacts that can reasonably be anticipated to result from development in the area if the designation were not to occur, and the expected benefits that can reasonably be anticipated to result from the review of that development in a specialized manner.”*

Please feel free to contact me with any questions or concerns. Thank you.

Draft Urban Transition Area

- Urban Growth Boundary
- UTA North
- UTA South
- City of Gunnison



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement Between the Board of Count

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and the Roaring Fork Valley Wildfire Collaborative

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Agreement to transfer \$10K of Title III funds to the RFVWC. This agreement utilizes the same verbiage and format that we've used for the same purpose with the West Region Wildfire Council

Fiscal Impact: \$10,000

Submitted by: Scott Morrill

Submitter's Email Address: smorrill@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/17/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/16/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/16/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/6/2025

MEMORANDUM OF AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
GUNNISON, COLORADO AND THE ROARING FORK VALLEY WILDFIRE
COLLABORATIVE REGARDING U.S.D.A. SECURE RURAL SCHOOLS AND
COMMUNITY SELF-DETERMINATION ACT, TITLE III AWARDS FOR 2024
ASSOCIATED WITH WILDFIRE MITIGATION ACTIVITIES IN GUNNISON COUNTY,
COLORADO

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered into on the ____ day of _____, 2025, between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (“Gunnison County”) and the Roaring Fork Valley Wildfire Collaborative (RFVWC) whose address is 130 Shadowood Lane, Carbondale CO 81623.

A. RECITALS.

Pursuant to Title III of the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, participating counties may receive and utilize funds for certain fire mitigation activities.

In 2023, Gunnison County was authorized to receive \$44,251.34 and received those funds in 2024.

Gunnison County wishes to transfer a portion of those Title III Funds currently held by Gunnison County, in the amount of \$10,000 the Roaring Fork Valley Wildfire Collaborative for use by the RFVWC for fire mitigation activities within Gunnison County, Colorado pursuant to Title III of the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, according to the terms and conditions of this Agreement.

B. AGREEMENT

NOW THEREFORE, in consideration of the Recitals above, the parties herein agree to the following terms and conditions:

1. TERM.

This Agreement shall will become effective upon the date entered into as set forth above and shall remain in force until all Title III Funds received and designated by Gunnison County have been disbursed by Gunnison County to the RFVWC and all associated reports and documentation have been completed and accepted by the United States Department of Agriculture unless sooner terminated, amended or replaced as provided herein.

2. CONSIDERATION.

A. In consideration and exchange for the RFVWC's fire mitigation activities, Gunnison County agrees to and shall:

1. Transfer \$10,000 in Title III Funds identified above currently held by Gunnison County to the RFVWC.
2. Publish the proposal for use of the Title III Funds pursuant to Section 302(b) of the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.

B. In consideration and exchange for Gunnison County's transfer of Title III Funds, RFVWC agrees to and shall:

1. Utilize the Title III Funds for fire mitigation activities within Gunnison County, Colorado pursuant to the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, ONLY for the following:
 - a. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;
 - b. Develop and carry out community wildfire protection plans in coordination with the appropriate Secretary concerned.
2. Maintain all necessary and appropriate records regarding receipt and expenditures of the Title III Funds and provide all records requested by Gunnison County and/or the United States Department of Agriculture to satisfy its obligations under this Agreement and in accordance with the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.
4. Prior to the expiration of this Agreement, warrant and certify in writing to Gunnison County that they have complied with the requirements of the Secure Rural Schools and Community Self-Determination Act of 2000, as amended by P.L. 115-141, for uses associated with Title III County Funds

as set forth by the United States Department of Agriculture and all other provisions of applicable law and regulation

3. INDEPENDENT CONTRACTOR.

A. In carrying out its obligations and activities under this Agreement, RFVWC is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. RFVWC does not have any authority to bind Gunnison County in any manner whatsoever.

B. RFVWC acknowledges and agrees that RFVWC is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.

4. INDEMNIFICATION.

RFVWC shall indemnify, defend and hold harmless Gunnison County, its commissioners, officers, employees and agents, of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of RFVWC or its employees, sub-contractors or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

RFVWC agrees that at all times during the Term of this Agreement that RFVWC shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, RFVWC will provide insurance certificates to Gunnison County. Such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

A. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by RFVWC during the term of this Agreement.

B. Comprehensive General Liability Insurance or the equivalent.

C. Comprehensive automobile liability insurance on all vehicles used by RFVWC in the performance of this Agreement, or in addition or in the alternative non-owned vehicle insurance to the extent applicable.

6. DELEGATION AND ASSIGNMENT.

RFVWC shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

7. IMMIGRATION COMPLIANCE CERTIFICATION.

RFVWC certifies that RFVWC does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

RFVWC certifies that RFVWC has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

RFVWC certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

RFVWC agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

RFVWC agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

8. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County:	Scott Morrill Emergency Manager Gunnison County 510 W. Bidwell Avenue Gunnison, CO 81230
------------------	--

With a Copy to: Matthew Birnie, County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230

RFVWC: Roaring Fork Valley Wildfire Collaborative
c/o Angie Davlyn, Executive Director
130 Shadowood Lane
Carbondale, CO 81623

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

9. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

10. MISCELLANEOUS.

A. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

B. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

C. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

11. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado.

12. COUNTERPARTS: ELECTRONIC TRANSMISSION.

This Agreement may be executed and submitted via electronically and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties,

and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All electronic counterparts shall be promptly followed with delivery of original executed counterparts.

13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

By: _____
Laura Puckett-Daniels, Chairperson

By: _____
Elizabeth Smith, Vice-Chairperson

By: _____
Jonathon Houck, Commissioner

ATTEST:

Deputy County Clerk

Roaring Fork Valley Wildfire Collaborative,
(a Colorado non-profit corporation)

By: Angie Davlyn
Angie Davlyn, Executive Director

ATTEST:

Mina Bolton
Secretary



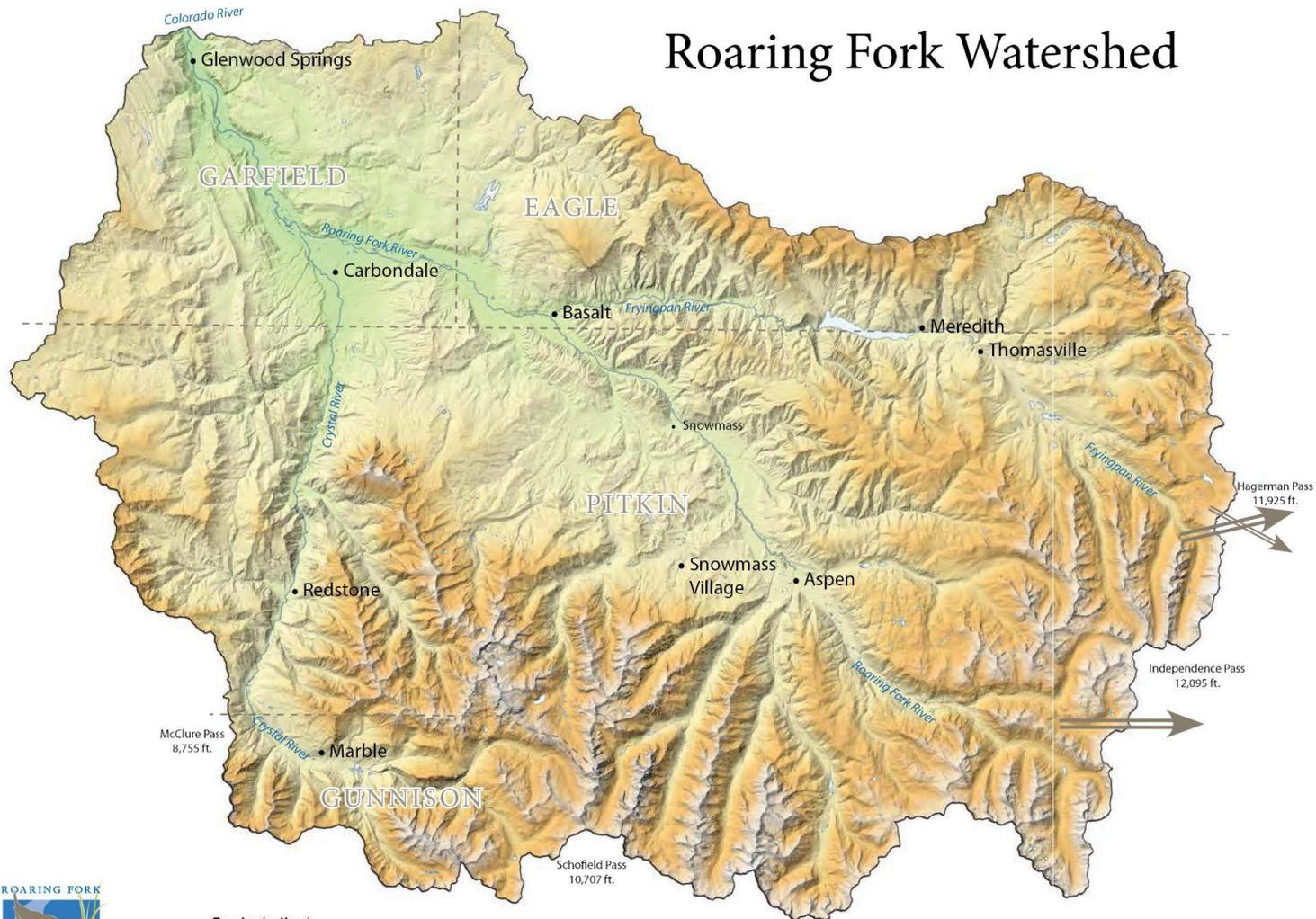
ROARING FORK VALLEY

WILDFIRE COLLABORATIVE

IMPACT IN MARBLE



Roaring Fork Watershed



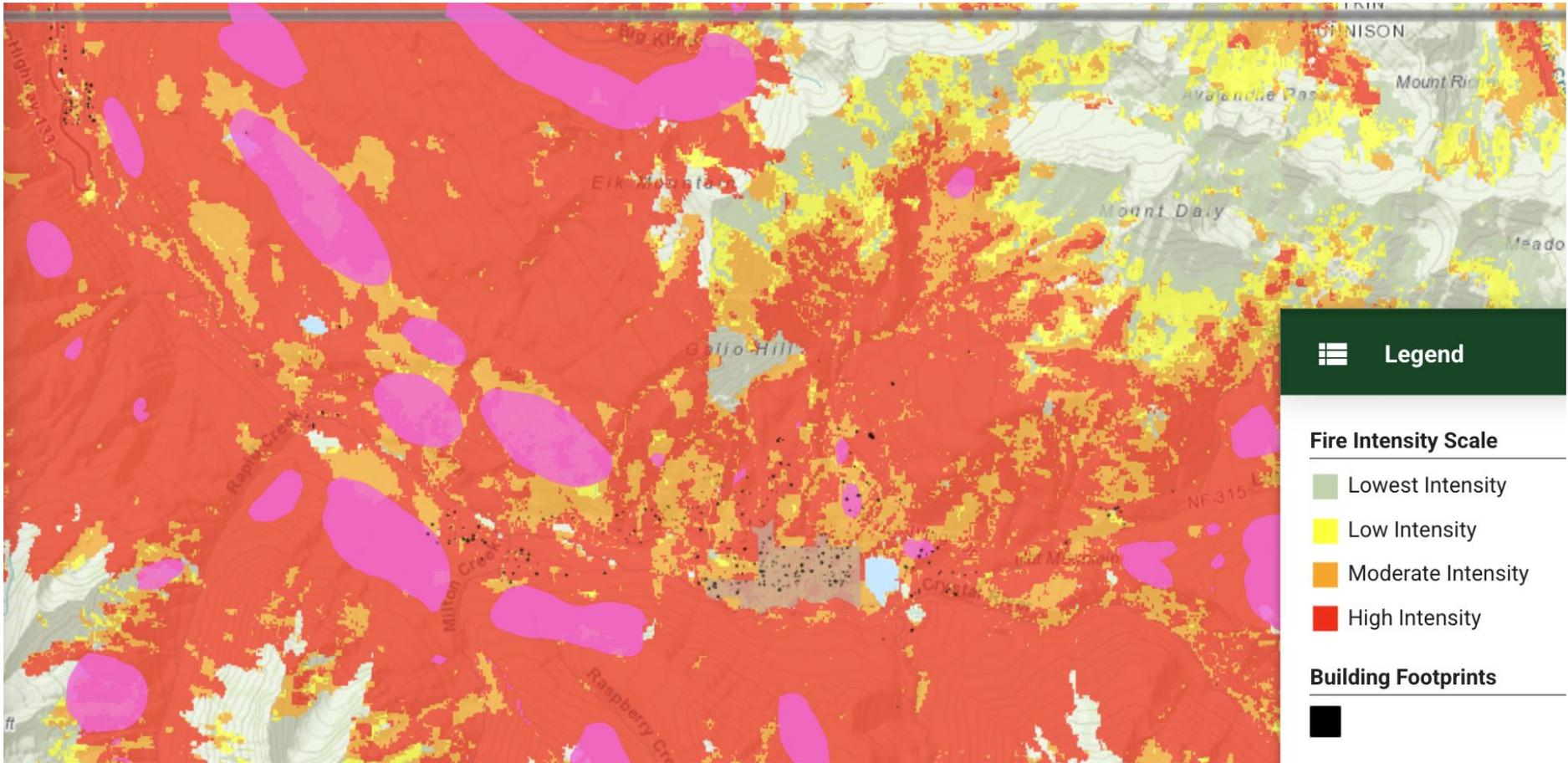
Scale (miles)

The background of the entire image is black, with two large, stylized flames of orange and yellow. One flame is on the left side, and the other is on the right side, both appearing to rise and flicker. The text is centered in the middle of the image.

The Roaring Fork
Valley is a

**WILDFIRE
CORRIDOR**

facing a
**critical and escalating
threat .**



 Legend

Fire Intensity Scale

-  Lowest Intensity
-  Low Intensity
-  Moderate Intensity
-  High Intensity

Building Footprints



WHOLE FOODS MARKET

gettyimages®

Credit: Chris Council

992362712



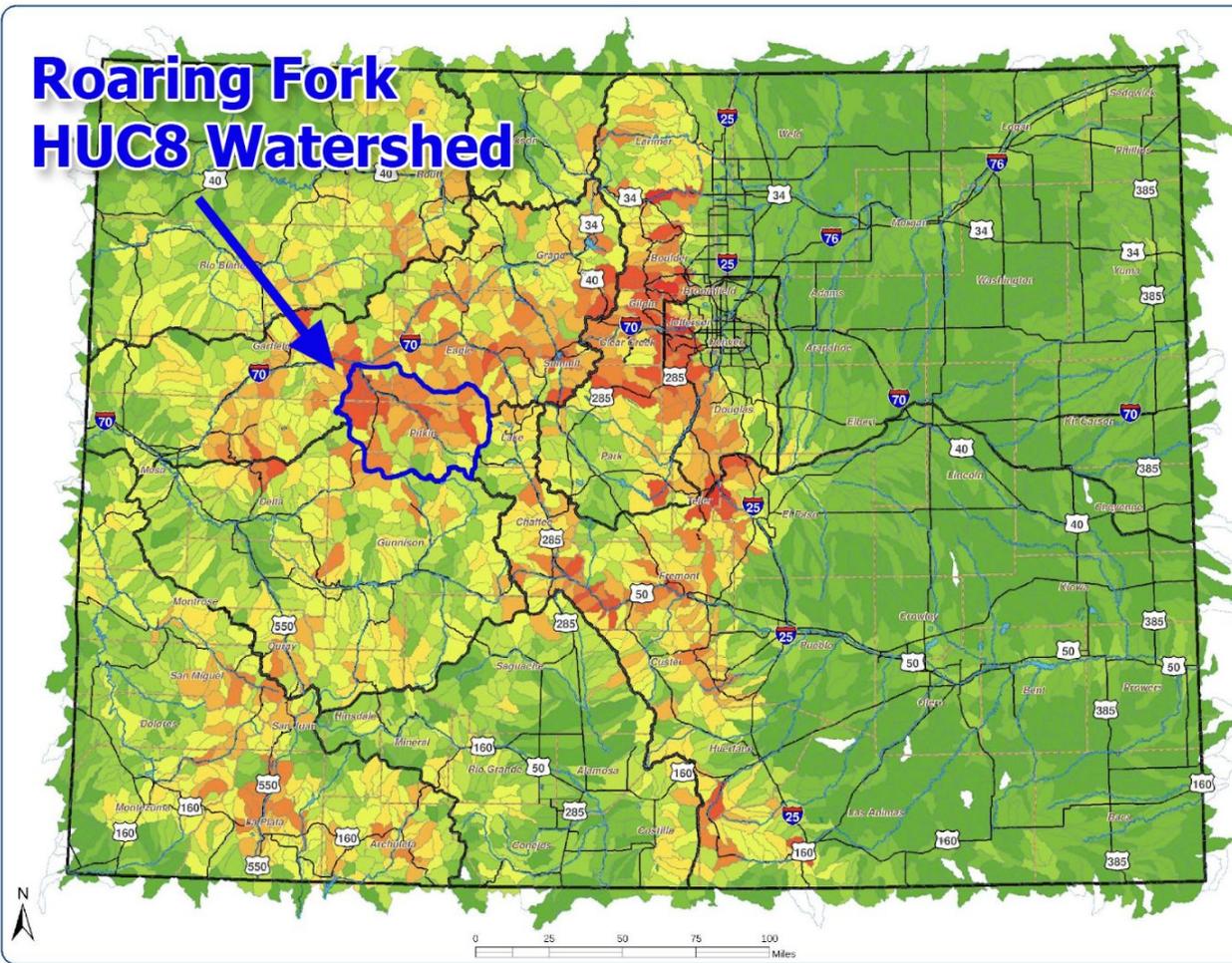
Community
resilience means

**LIVING WITH
FIRE**

and proactively reducing
its destructive
consequences.



Roaring Fork HUC8 Watershed



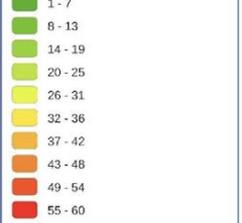
Wildfire Ready Watersheds Statewide Post-Fire Susceptibility Assessment

Average Susceptibility of
Values-at-Risk to Hazards

Legend

- HUC12 Subwatersheds*
- Major Waterbodies
- Major Rivers
- Basin Roundtable Delineations
- Highways
- Counties

Susceptibility of Values-at-Risk to Hazards

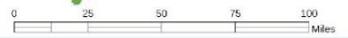


Numerical values above represent progressively increasing relative (averaged by watershed) susceptibility of Values-at-Risk to Post-Fire Hazards. The values shown represent the average of all analyzed values each calculated on a per HUC12 basis. Basins with no estimated risk are shown as black/dark grey. The maximum possible value of 60 would represent the highest presence of Values-at-Risk and the highest likelihood of Post-Fire Hazard occurrence.

Provides a watershed-by-watershed assessment of both post-fire hazard risk against Values-at-Risk (VATs).



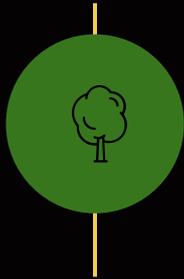
* HUCs are described at: <https://water.usgs.gov/GIS/huc.html>
2022-12-08



OUR CORE STRATEGIES

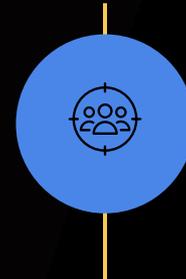
To create fire adapted communities and resilient landscapes, we need:

LANDSCAPE-SCALE MITIGATION



Cross-boundary,
landscape scale
mitigation projects to
reduce fuels and slow
wildfire progression

HOME-LEVEL EMBER DEFENSE



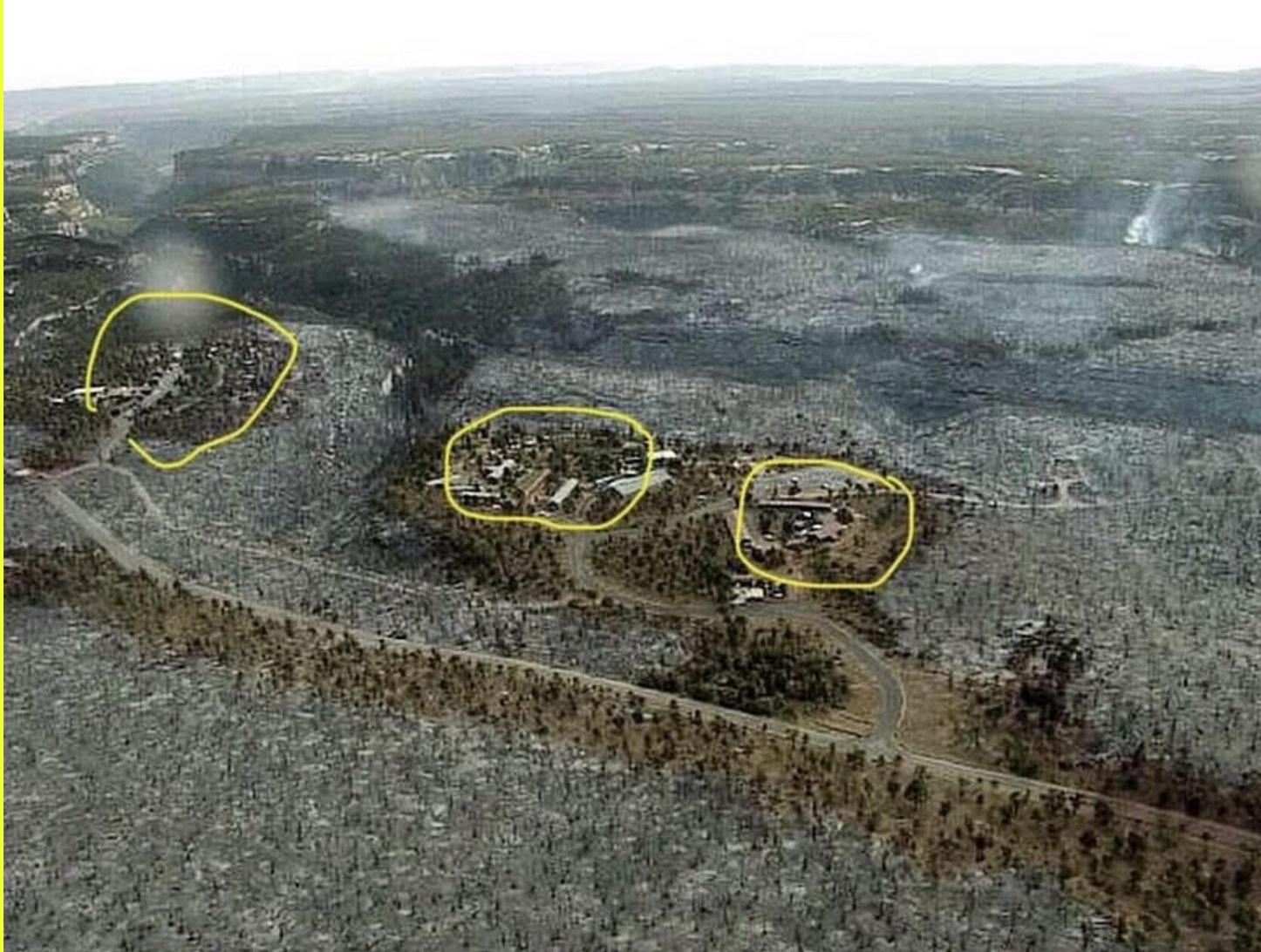
Home hardening and
vegetation management
to create ember-proofed
homes and defensible
space



**MITIGATION MAKES A
DIFFERENCE:
FOREST PROJECTS**



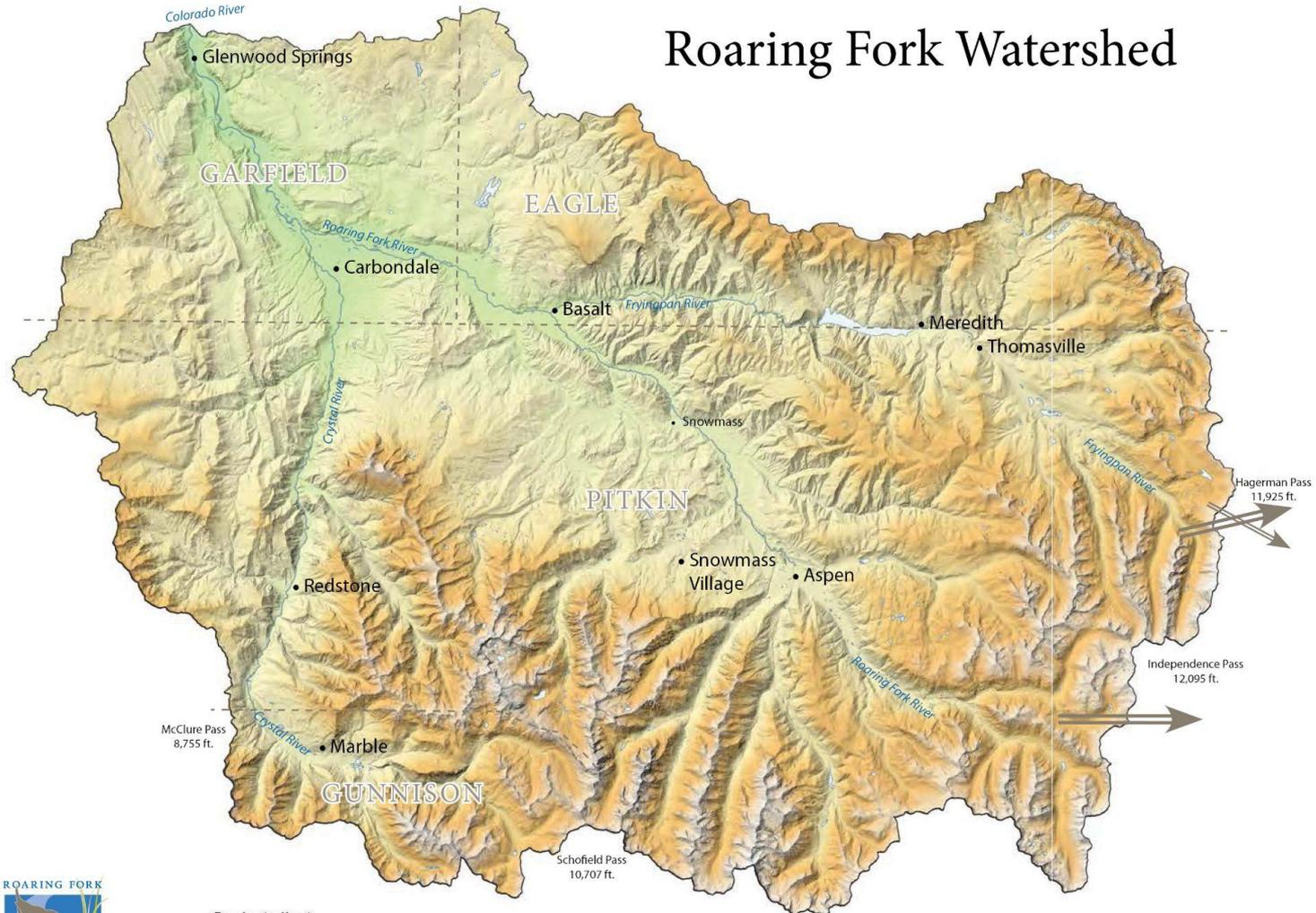
**LONG MESA
FIRE,
2002**



**LAKE
CHRISTINE
FIRE,
2018**



Roaring Fork Watershed



SUNNYSIDE: ASPEN

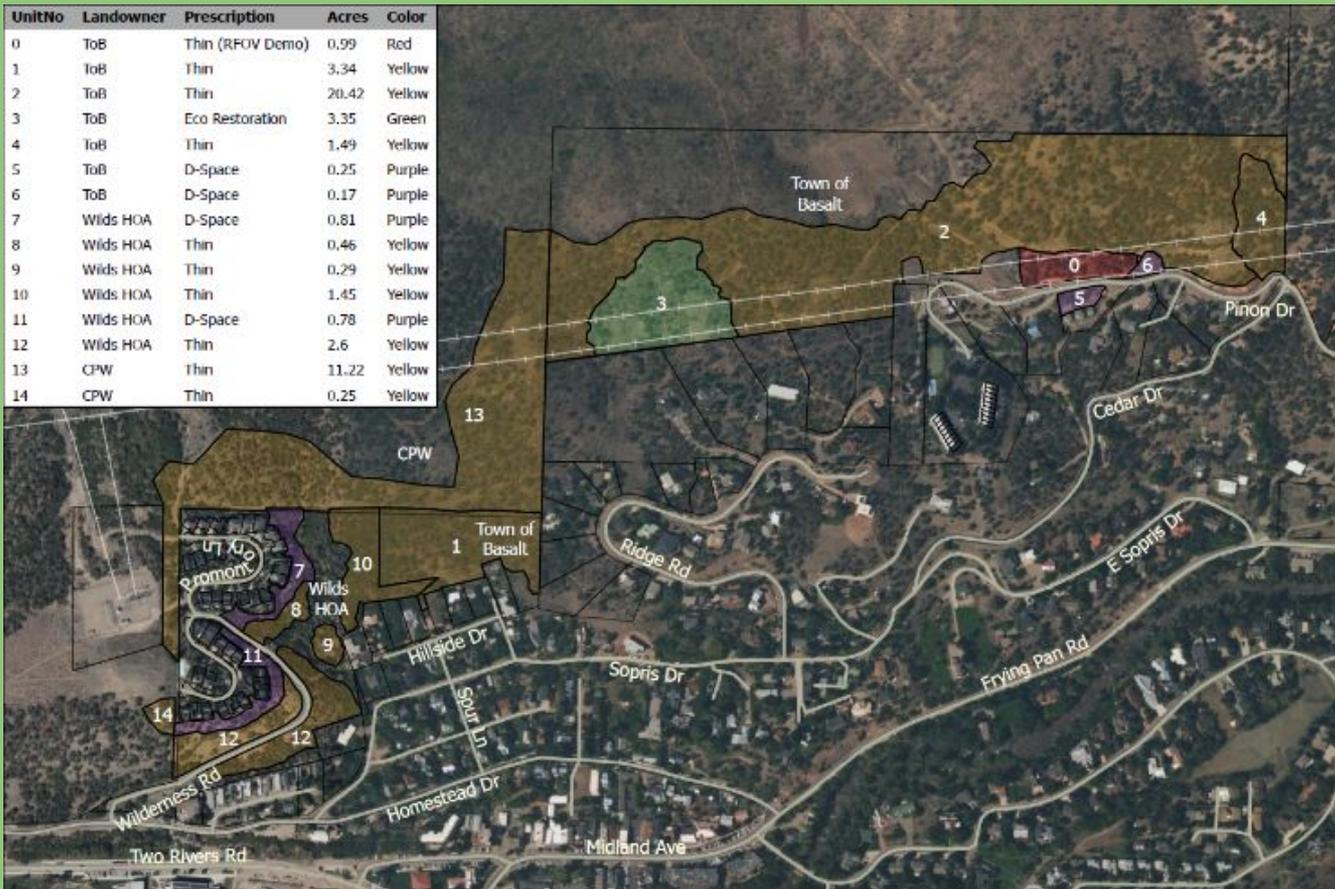
- PREP WORK: FIRE LINES
- 1500-ACRE RX BURN
- EXTENSIVE COMMUNITY OUTREACH



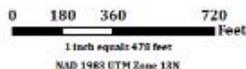
BASALT

- 50 ACRES THINNING AND DEFENSIBLE SPACE WORK
- COMMUNITY OUTREACH
- HOMEOWNER PARTNERSHIPS

UnitNo	Landowner	Prescription	Acres	Color
0	ToB	Thin (RFOV Demo)	0.99	Red
1	ToB	Thin	3.34	Yellow
2	ToB	Thin	20.42	Yellow
3	ToB	Eco Restoration	3.35	Green
4	ToB	Thin	1.49	Yellow
5	ToB	D-Space	0.25	Purple
6	ToB	D-Space	0.17	Purple
7	Wilds HOA	D-Space	0.81	Purple
8	Wilds HOA	Thin	0.46	Yellow
9	Wilds HOA	Thin	0.29	Yellow
10	Wilds HOA	Thin	1.45	Yellow
11	Wilds HOA	D-Space	0.78	Purple
12	Wilds HOA	Thin	2.6	Yellow
13	CPW	Thin	11.22	Yellow
14	CPW	Thin	0.25	Yellow



Prepared By:
Colorado State Forest Service
Rifla Field Office
September 2024



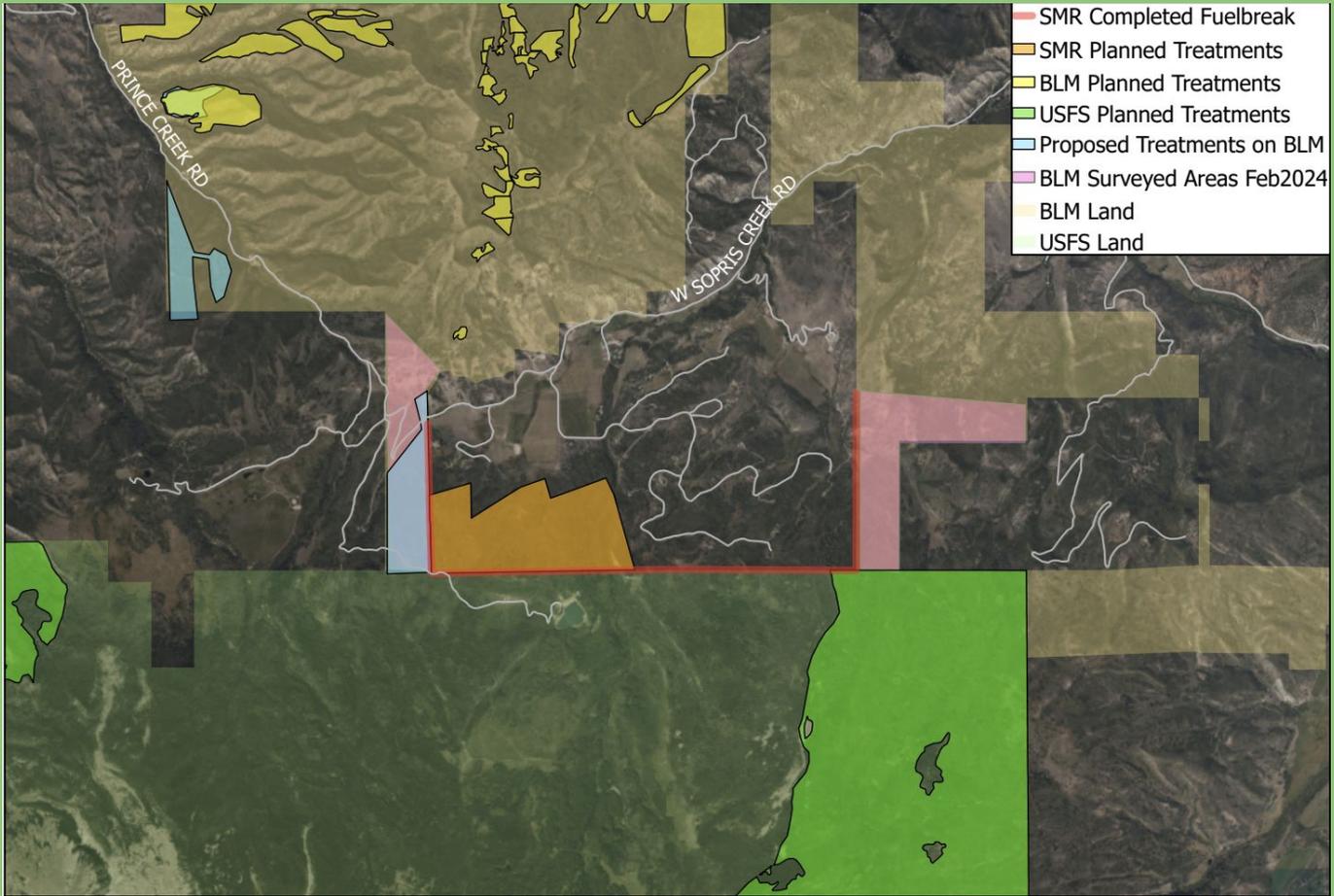
Legend

- D-Space
- Eco Restoration
- Thin
- Thin (RFOV Demo)
- Utility Lines



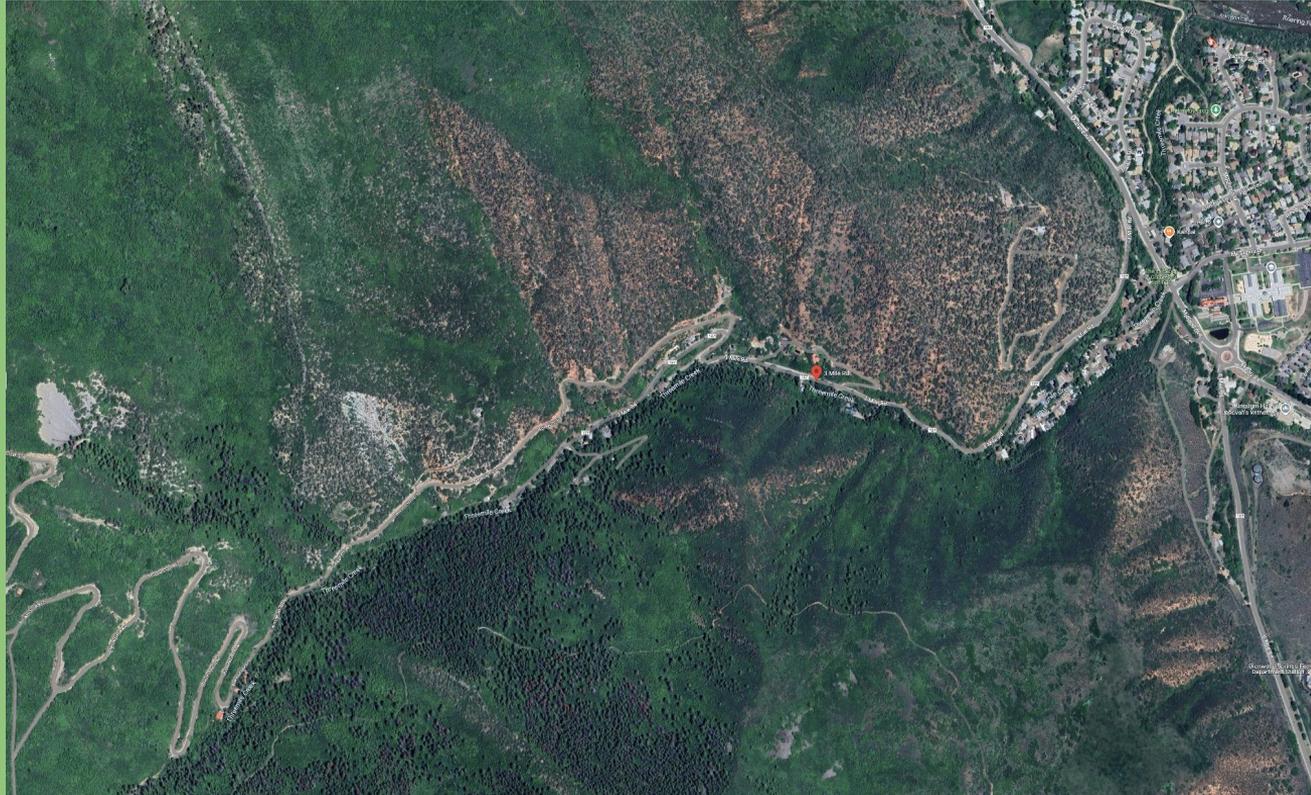
SOPRIS MOUNTAIN RANCH

- 600 ACRES FOREST THINNING: HALF HOA, HALF BLM
- EXTEND FIRE BREAK
- 2000-ACRE RX BURN, 250 ACRES MX (USFS)



THREE MILE / MOUNTAIN SPRINGS RANCH

- FUELS REDUCTION
- MITIGATION ON
CRITICAL EVAC ROUTE
- HOMEOWNER D-SPACE
PROJECTS
- CHIPPING DAY



FOUR MILE / OAK MEADOWS

- FUELS REDUCTION
- MITIGATION ON
CRITICAL EVAC ROUTE
- HOMEOWNER D-SPACE
PROJECTS



MARBLE

- 26-ACRE CUT AND PILE
- 115-ACRE RX BURN
- ROAD WIDENING ON CRITICAL EVAC ROUTE
- COMMUNITY FUELS MANAGEMENT PROJECT
- CHIPPING DAY
- RESIDENT OUTREACH



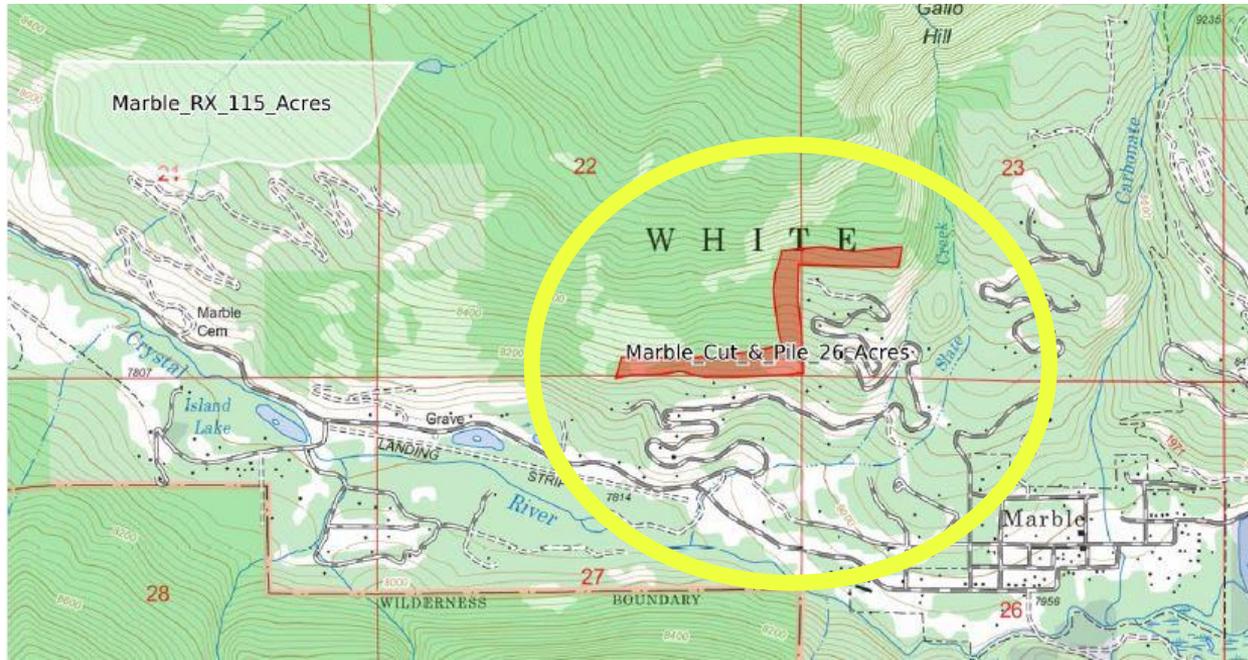
MARBLE RISK REDUCTION:

- **IN THE FOREST**
- **EVACUATION ROUTES + PLANNING**
- **AROUND HOMES + BUILDINGS**

PROJECTS IN THE FOREST

FOREST THINNING: 26 ACRES

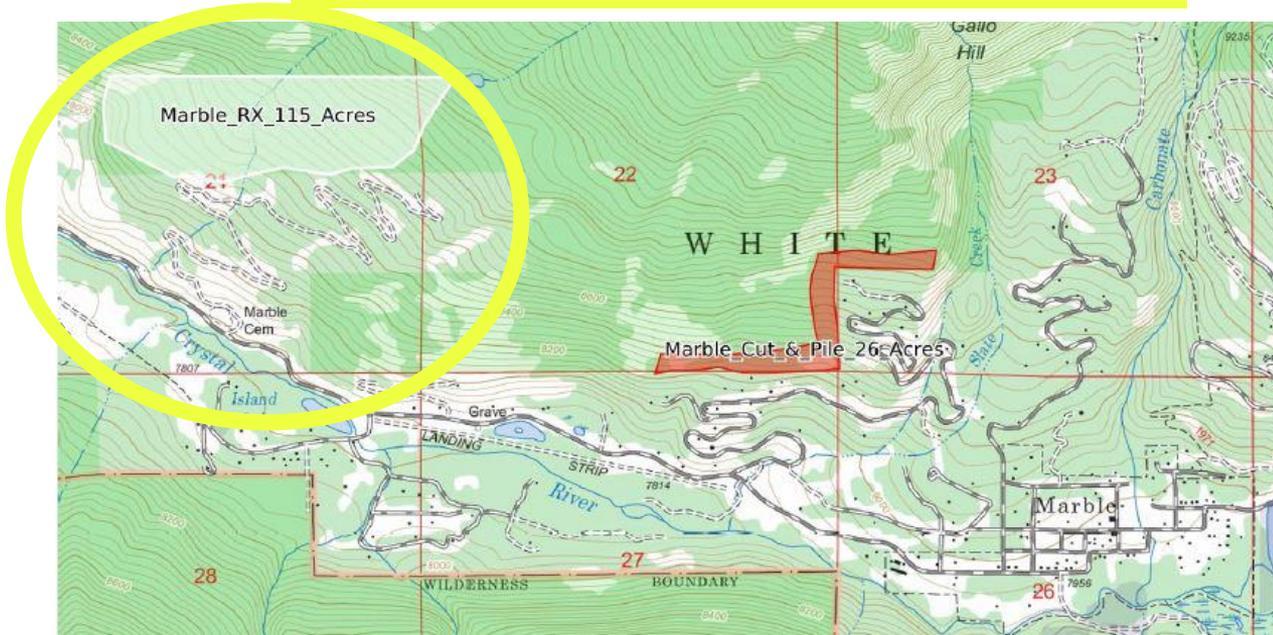
PRESCRIBED FIRE: 115 ACRES



PROJECTS IN THE FOREST

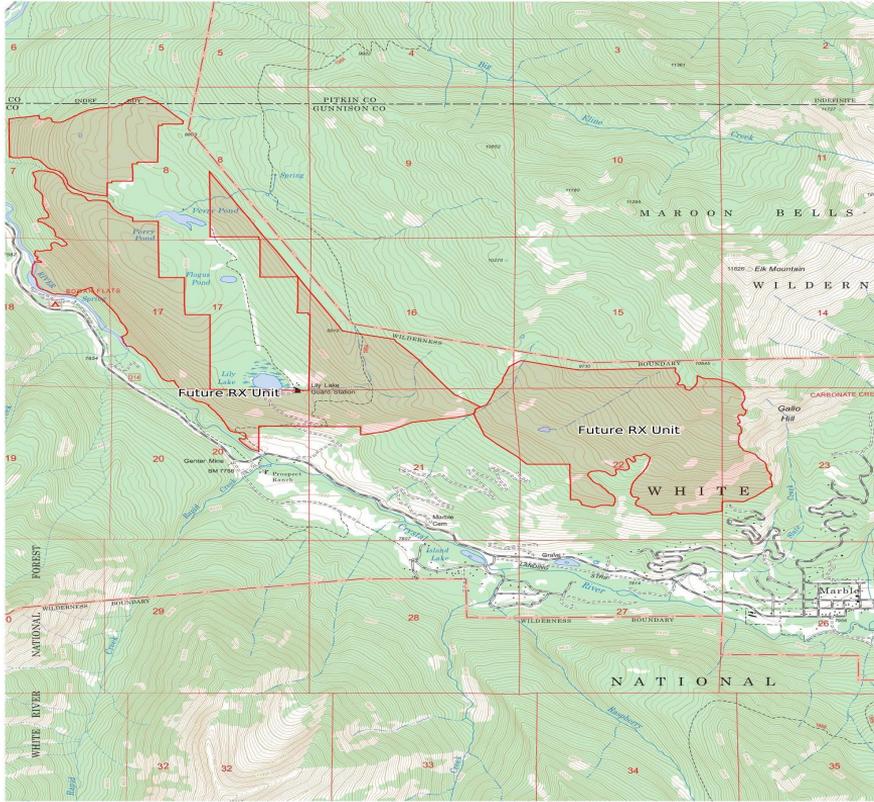
FOREST THINNING: 26 ACRES

PRESCRIBED FIRE: 115 ACRES

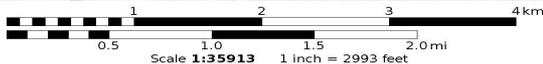


PROJECTS IN THE FOREST

**ASPEN SOPRIS WILDLIFE
HABITAT IMPROVEMENT
PROJECT,
1600 ACRES OF POSSIBLE
RX BURNING**



Mercator Projection
WGS84
UTM Zone 13S

MN
8.7°



IMPROVING EMERGENCY EVACUATION: THROUGHOUT MARBLE



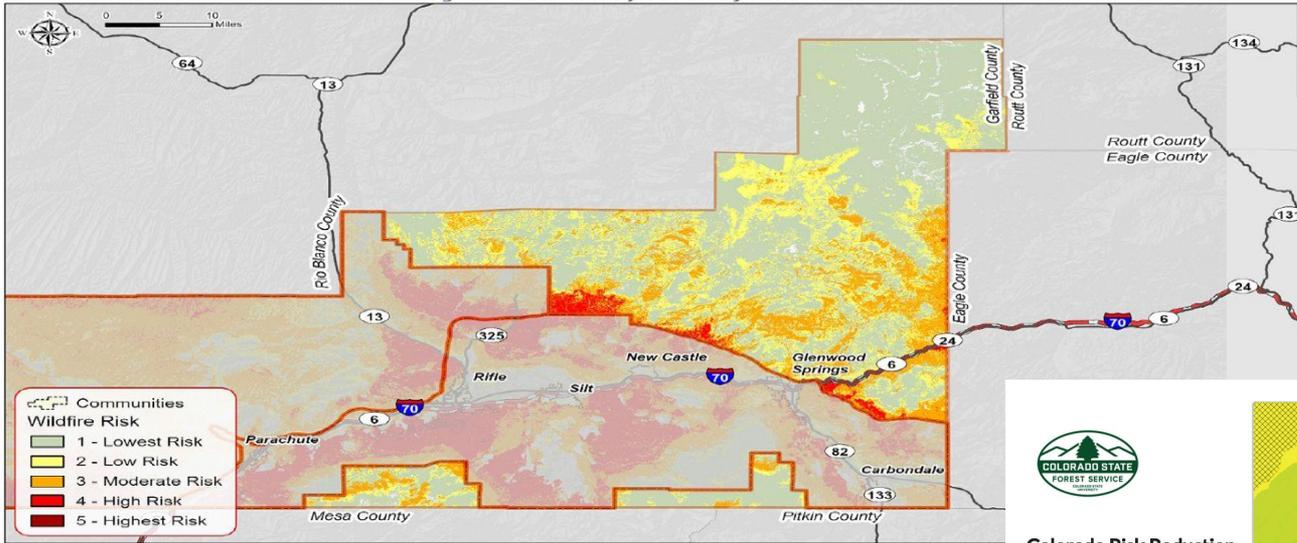
IMPROVING EMERGENCY EVACUATION: SERPENTINE TRAIL



**STRATEGIC,
DATA-INFORMED
PROJECT PLANNING**



Figure 12: Forest Study Area Wildfire Hazard Area



Forest Study Area

2022 Hazard Mitigation Plan
Wildfire Hazard



Colorado Risk Reduction Planner

<https://co-pro.coloradoforeststas.org>

AFPD Forest Action Plan Composite

Represents priority areas where goals from the forest conditions, living with wildfire, and watershed protection themes can be achieved on the same management footprint by a project or activity.

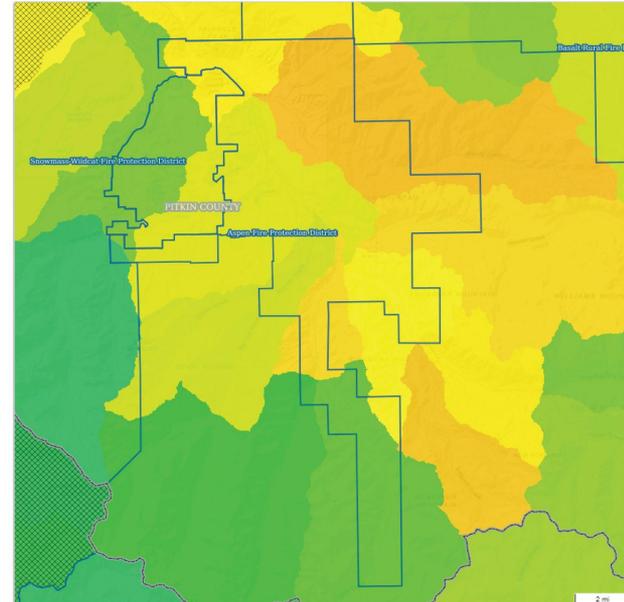
Created on:
3/31/2023, 3:53 PM

Disclaimer

The user assumes the entire risk related to their use of the Colorado Wildlife Risk Public Viewer and either the additional or derived products from these data.

The Colorado State Forest Service is providing these data "as is" and disclaims any and all warranties, whether expressed or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose.

In no event will Colorado State Forest Service be liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost profits resulting from any use or misuse of these data.



AFPD PODS Map

- holding features - RED
- water sources - BLUE
- past and future treatment areas - ORANGE
- safety zones - YELLOW
- Staging areas - PURPLE
- Landing zones/ heli spots - GREEN
- Known HAZMAT area - BLACK
- Utilities/ Critical infrastructure - PINK
- areas of opportunity – White

 Ali Hager
 Auto-saved seconds ago

New feature ▾  Present

- ▶  Holding Features
- ▶  Safety Zones
- ▶  Areas of opportunity   ⋮
- ▶  Critical Infrastructure/ Utilities





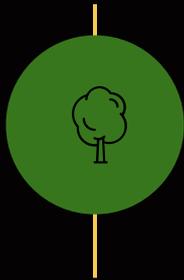
“There is no management trend that shows that we are going to be able to control all wildfires.”

- Jack Cohen, Ph.D., Retired U.S. Forest Service Fire Scientist

OUR CORE STRATEGIES

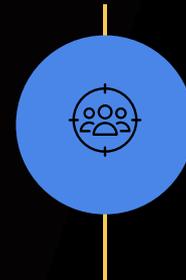
To create fire adapted communities and resilient landscapes, we need:

LANDSCAPE-SCALE MITIGATION



Cross-boundary,
landscape scale
mitigation projects to
reduce fuels and slow
wildfire progression

HOME-LEVEL EMBER DEFENSE



Home hardening and
vegetation management
to create ember-proofed
homes and defensible
space



**MITIGATION MAKES A
DIFFERENCE:
HOME HARDENING**



WHY MITIGATE?

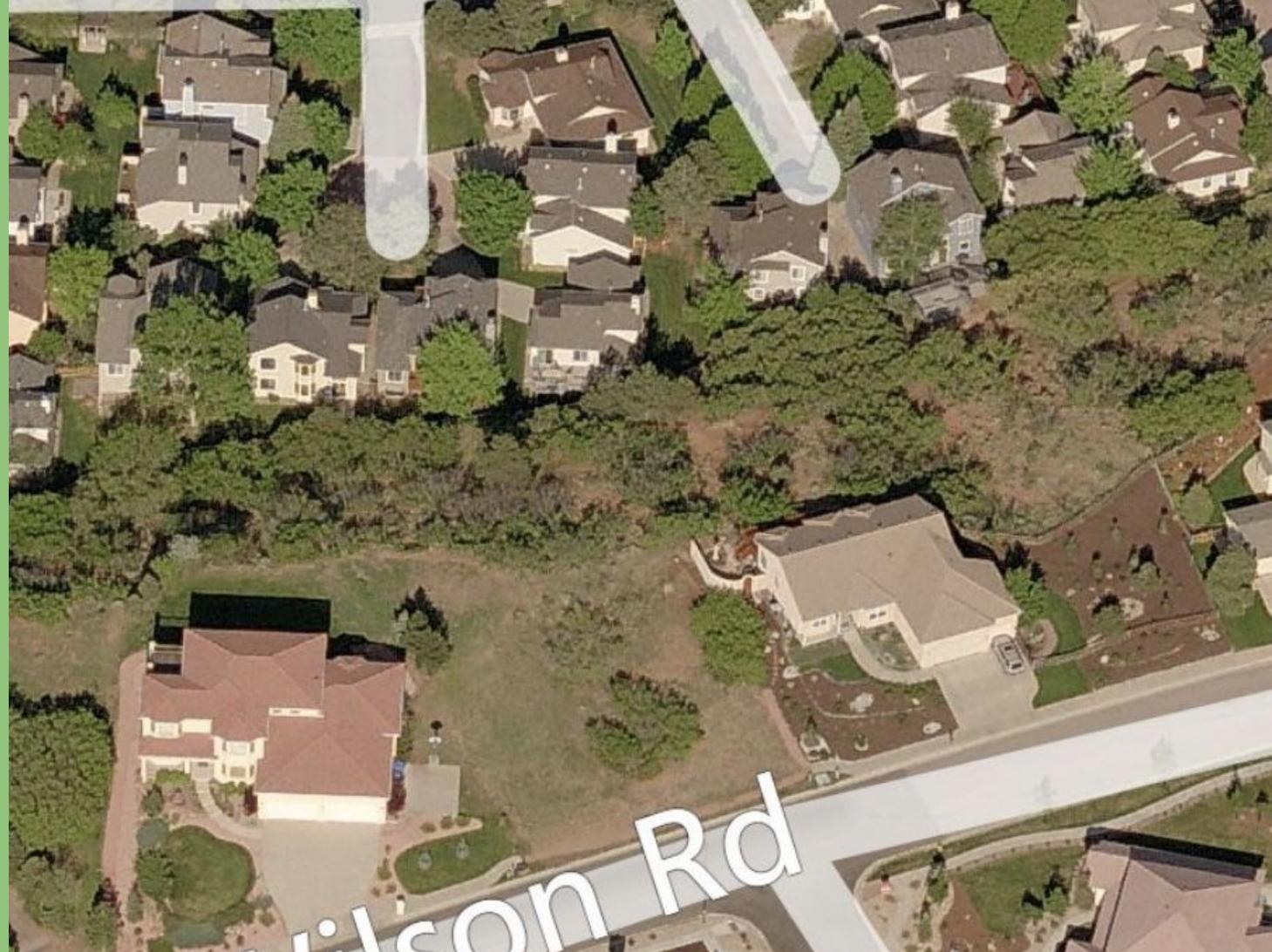
Recent studies show that as many as

90%

of homes lost to wildland fire *may have been saved*
if the homes were ember-proofed.



**WALDO
CANYON
FIRE,
2012**



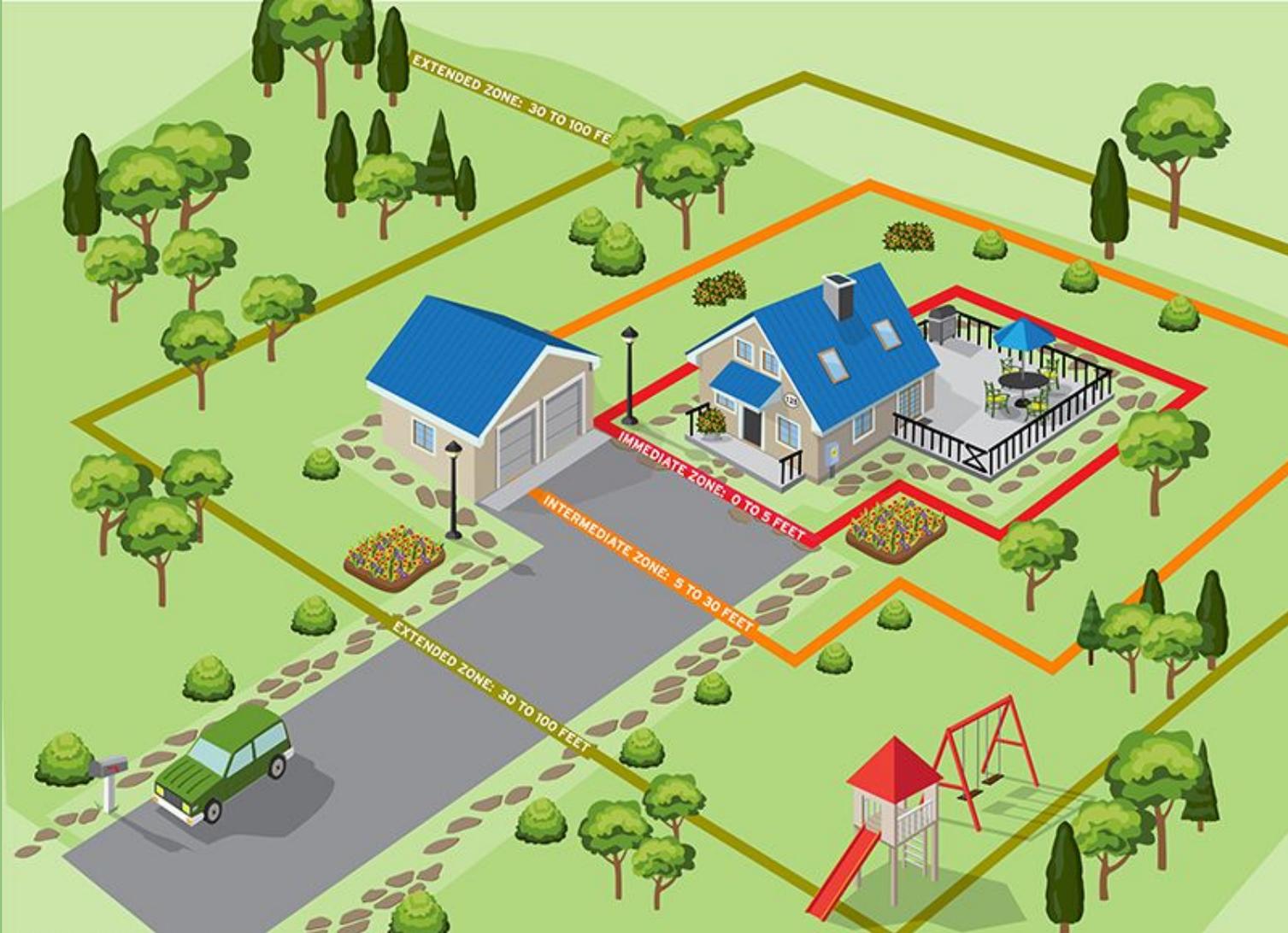
**WALDO
CANYON
FIRE,
2012**



LAHAINA FIRE, 2023



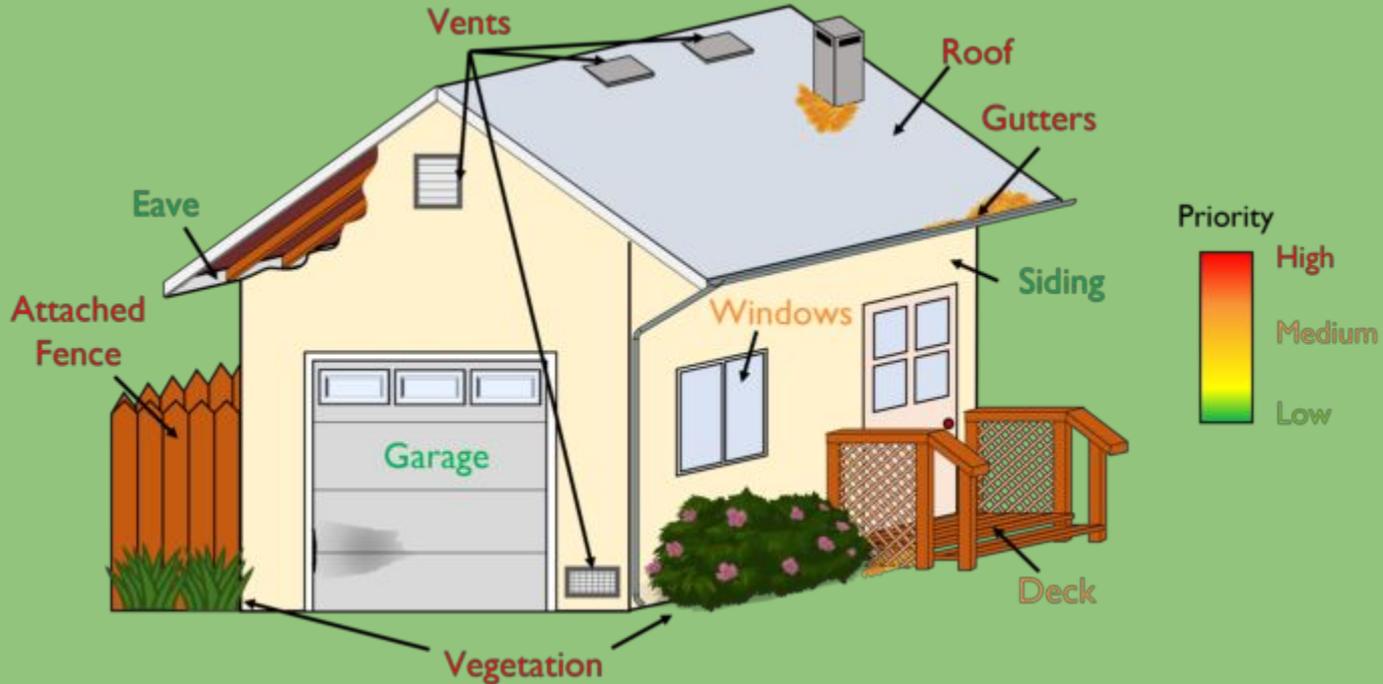
<https://www.civilbeat.org/2023/08/what-saved-the-miracle-house-in-lahaina/>



SIGN UP FOR A **FREE** RISK ASSESSMENT



FOLLOW THROUGH ON RECOMMENDED HOME HARDENING ACTIONS





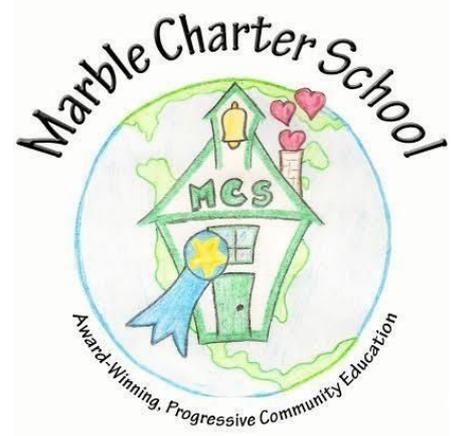
**1) SIGN UP FOR
A **FREE** HOME
WILDFIRE RISK
ASSESSMENT**



**2) RECEIVE
UP TO **\$1500**
FOR MAKING
YOUR HOME
MORE
WILDFIRE
RESILIENT**



MARBLE CHARTER SCHOOL



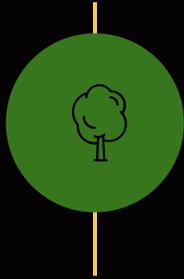
MARBLE STEWARDSHIP EXTRAVAGANZA



OUR CORE STRATEGIES

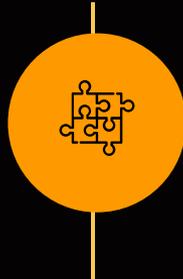
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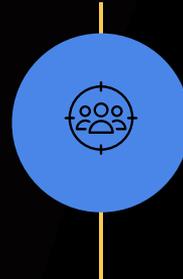
Cross-boundary,
landscape scale
mitigation projects to
reduce fuels and slow
wildfire progression

CROSS-SECTOR PARTNERSHIP



Long-term, strategic,
cross-sector
coordination across
partners

HOME-LEVEL EMBER DEFENSE



Home hardening and
vegetation management
to create ember-proofed
homes and defensible
space



CROSS-SECTOR PARTNERSHIP



PARTNERS SUPPORTING THIS WORK



COLLABORATIVE FUNDING MODEL

	2024	2025
PITKIN COUNTY	\$35,000	\$35,000
EAGLE COUNTY	\$50,000	\$50,000
GARFIELD COUNTY	\$0	?
GUNNISON COUNTY	n/a	\$10,000
<u>FIRE DISTRICTS</u>: ASPEN FIRE, ROARING FORK FIRE, CARBONDALE FIRE, GLENWOOD SPRINGS FIRE	\$40,000	\$40,000
<u>MUNICIPALITIES</u>: ASPEN, SNOWMASS, BASALT, CARBONDALE, MARBLE, GLENWOOD SPRINGS	\$34,000	\$51,000

RETURN ON INVESTMENT

- Awarded in grants (since April 2024): \$3,184,425
- Additional contributions: \$496,135
- *Currently pending in grants: \$2,293,459*

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- *Currently pending in grants: \$2,293,459*

ROI: \$30 cash return for every \$1 contributed by stakeholders



“There is more collaboration and coordination happening in the realm of wildland fire resiliency work in the Roaring Fork Valley than I have seen. This shows to me that the Wildfire Collaborative is providing synergy towards getting more done and working together to get that work completed.”

**—KEVIN WARNER,
DISTRICT RANGER FOR THE ASPEN-SOPRIS DISTRICT**



THANKS!

Feel free to reach out:

Angie@RFVwildfire.org

804.837.2828

www.RFVwildfire.org



WILDFIRE
COLLABORATIVE
ROARING FORK VALLEY

