GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, October 7, 2025**
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
- Alcohol Beverage License #03-10559; Kebler Corner Liquors LLC dba Kebler Corner Liquors; 10/2/2025 to 10/2/2026
- Adjourn

GUNNISON COUNTY HOUSING AUTHORITY MEETING:

8:32 am

- Call to Order
- Weatherization Funding Agreement Between Energy Outreach Colorado Efficiency LLC, Vendors, and Property Owner; Mountain View Apartments; Facilities; 9/25/2025 to 6/15/2026
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am

- Call to Order; Agenda Review
- Minutes Approval
    1. September 16, 2025 Regular 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. Ratification; Welcome Week Sponsorship; Discretionary Funds; $1,500
    2. Ratification of County Manager's Signature; Participation Letter; Gunnison Valley Regional Housing Authority; Gunnison County
    3. Indirect Cost Negotiation Agreement; Colorado Local Public Health Agency; Finance; 1/1/2026 to 12/31/2026
    4. Grant Application; AAA Auto Club Group Foundation Driver's Ed Grant; Juvenile Services; $14,250
    5. Award Letter; Energy Outreach Colorado; Health and Human Services; 10/1/2025 to 9/30/2026; $12,900
    6. Acknowledgment of County Manager's Signature; Professional Services Agreement; Good Knight Roofing, LLC; Blackstock Building; Facilities; 10/7/2025 to 12/31/2025; $143,419
    7. Professional Services Agreement; Taylor Automation; Facilities; 10/7/2025 to 9/16/2026; $130,500
    8. Option Letter #2; 2026*0107; Original Contract 2024*0031; Health and Human Services; 9/22/2025 to 6/30/2026; $14,209
    9. Grant Application; City of Gunnison; Gunnison-Hinsdale Early Childhood Council; Health and Human Services; $10,000
    10. Grant Application; City of Gunnison Public Service Grant; Gunnison County Substance Abuse Prevention Project; Juvenile Services; $8,000

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.*

11. Concession, Lease, and Operating Agreement for a Non-Exclusive On-Airport Automobile Rental Concession at Gunnison-Crested Butte Regional Airport; The Hertz Corporation; Gunnison-Crested Butte Regional Airport; 6/1/2025 to 5/30/2028
12. Acknowledgment of County Manager's Signature; Amendment to Owner-Engineer Agreement; 2302-00790-01 Amendment No.02; KLJ Engineering LLC; Public Works; 9/22/2025 to 12/31/2026; $51,100
13. Acknowledgment of County Manager's Signature; Professional Services Agreement; Integrity Pro Roofing; Courthouse; Facilities; 10/7/2025 to 12/31/2025; $83,086
14. Certifications and Assurances; State of Colorado Amendment #3; 24-HTS-ZL-00208; Juvenile Services
15. Grant Application; FY26 LPHA Chronic Disease Pilot Interest and Mini-Application Form for Local Public Health Agencies (LPHAs); Health and Human Service
16. Acknowledgment of County Manager's Approval; Grant Recommendation; San Juan Regional Council Grant; Gunnison County Substance Abuse Prevention Project; Juvenile Services; $50,000
17. Acknowledgment of County Manager's Signature; Professional Services Agreement; Integrity Pro Roofing; Health and Human Services Building; Facilities; 10/7/2025 to 12/31/2025; $47,450
18. Amendment No.1 to ConsensusDocs 410; Standard Design-Build Agreement and General Conditions Between Owner and Design Builder; Adena Corporation; Gunnison Landfill; Facilities; 9/26/2025; $1,576,086
19. Letter of Support; National Forest Foundation; Forest Restoration & Wildfire Risk Mitigation Grant Dollars
20. Memorandum of Understanding; Energy Outreach Colorado; Bill Payment Assistance program; Health and Human Services; 10/1/2025 to 9/30/2030; $12,900
21. Grant Application; Connected Care for Rural Colorado; OeHI Innovation Grant; Colorado Office of eHealth Innovation; Health and Human Services; 1/1/2026 to 6/30/2026; $80,000
22. Professional Services Agreement; Debra Dunbar; Treasurer's Office; 10/1/2025 to 2/1/2026; $45 an hr up to $9,000
23. Acknowledgment of County Manager's Signature; Professional Services Agreement; Good Knight Roofing, LLC; Public Safety Center Building; Facilities; 10/7/2025 to 12/31/2025; $62,575
24. Acknowledgment of County Manager's Signature; Statement of Work; Colorado's Maternal and Child Health Program; Health and Human Services; 7/1/2025 to 12/31/2025; $7,863
25. Grant Application; Telligen Community Initiative - 2025 Strengthening Families & Communities Request for Proposals (RFP) Application Process (for both 2025 Grant Cycles); Health and Human Services; $150,000
26. Grant Agreement Amendment #2; State of Colorado Grant Agreement Modification; 2023*2302; 10/1/2025 to 6/30/2026; $8,962

8:40 am

- County Manager's Reports

8:45 am

- Administrative Review; LUC-25-00020; Cox Teocalli Townhome Plat

8:50 am

- Lot Cluster; LUC-25-00026; Patricia Ramsey

8:55 am

- Conservation Easement Letters of Support:
    1. Stirrup Bar Ranch Conservation Easement Phase 2 – CPW Colorado Wildlife Habitat Program Application
    2. Stirrup Bar Ranch Conservation Easement Phase 2 - NRCS-ACEP Application

9:10 am

- Colorado River Water Conservation District Annual Update

9:40 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.
- 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)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-10559; Kebler Corner

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Kebler Corner Liquors LLC dba Kebler Corner Liquors

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 9/23/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/23/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/29/2025

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 10/7/2025

Revised April 2015

Gunnison County
COLORADO

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 #03-10559
to sell/serve malt, vinous, spirituous liquor for (off the)-premises consumption in the County of Gunnison, Colorado.

KEBLER CORNER LIQUORS LLC DBA KEBLER CORNER LIQUORS
30682 COUNTY ROAD 12 UNIT A
SOMERSET, COLORADO 81434

Fee $100.00

Effective Dates: 10.02.2025 – 10.02.2026

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 9-19-2025

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

KEBLER CORNER LIQUORS LLC
dba KEBLER CORNER LIQUORS
30682 COUNTY ROAD 12 UNIT A
Somerset CO 81434

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-10559	**October 02, 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. 9/16/2025 LH

Michelle Stone-Principato, Division Director

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

received 9-10-25

Submit to Local Licensing Authority

KEBLER CORNER LIQUORS
30682 COUNTY ROAD 12
UNIT A
Somerset CO 81434

Fees Due	
Annual Renewal Application Fee	$
Renewal Fee	562.50
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	$562.50

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.

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
KEBLER CORNER LIQUORS LLC

Doing Business As Name (DBA)
KEBLER CORNER LIQUORS

Liquor License Number	License Type
03-10559	Retail Liquor Store (county)

Sales Tax License Number	Expiration Date	Due Date
34556329	10/02/2025	08/18/2025

Business Address

Street Address	Phone Number
30682 COUNTY ROAD 12 UNIT A	9704714485

City, State, ZIP Code
Somerset CO 81434

Mailing Address

Street Address
30682 COUNTY ROAD 12 UNIT A

City, State, ZIP Code
Somerset CO 81434

Email
info@keblercorner.com

Operating Manager	Date of Birth
Emily St Ruth	6/8/77

Home Address

Street Address		Phone Number
30682 CR 12		970-929-5029
City	**State**	**ZIP Code**
Somerset	CO	81434

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 areyou 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

Emily St Ruth

Title

Owner / Operator

Signature

Emily St Ruth

Date (MM/DD/YY)

09/05/2025

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

Attest

Signature

Kathy Semmelion

Date (MM/DD/YY)

9-10-25

APPLICANT ID: 653404

Name (Individual/Business)

Kebler Corner Liquors, LLC

Social Security Number/Tax Identification Number	Home Phone Number	Business/Work Phone Number
	970-929-5029	970-929-5029

Street Address

30682 CR 12

City	State	ZIP Code
Somerset	CO	81434

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

Emily W St Ruth

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)	Date Signed
Emily W St Ruth	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: Weatherization Funding Agreement Between Energy Ou

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Phase 2 of energy improvements for Mountain View Apartments

Fiscal Impact: 0

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 9/30/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/30/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 10/7/2025

Revised April 2015

WEATHERIZATION FUNDING AGREEMENT
BETWEEN
ENERGY OUTREACH COLORADO EFFICIENCY LLC,
VENDORS, AND PROPERTY OWNER
(the "Agreement")

Mountain View Apartments

EFFECTIVE DATE: September 25, 2025(the "Effective Date")

COMPLETION DATE: June 1, 2026 (the "Substantial Completion Deadline")

June 15, 2026 (the "Final Completion Deadline")

PARTIES: ***Energy Outreach Colorado Efficiency, LLC***
Attention: Luke Ilderton, Executive Director
Telephone: (303) 226-5059
Facsimile: (303) 825-0765
E-Mail : lilderton@energyoutreach.org

Property Owner: Gunnison County Housing Authority Address: 200 E. Virginia Ave., Gunnison, CO 81230 Contract Signer: Matthew Birnie Email: mbirnie@gunnisoncounty.org Telephone: 970-641-0248 ("Property Owner")	**Vendor: Accurate Insulation** Address: Contract Signer: Email: Telephone: ("Vendor")
Vendor: Elevation Lighting Services Address: Contract Signer: Email: Telephone: ("Vendor")	**Vendor: Alpha Mechanical Solutions LLC** Address: Contract Signer: Email: Telephone: ("Vendor")

This Agreement is executed by and among Energy Outreach Colorado Efficiency (EOCE), Property Owner and, collectively, jointly, and severally, the Vendors named above, which are referred to herein as the "Vendor" as of the Effective Date.

RECITALS

A.EOCE, as a wholly owned subsidiary of Energy Outreach Colorado, a Colorado nonprofit corporation, exempt from taxation under Internal Revenue Coe § 501(c)(3) ("EOC"), is a funding recipient of certain grant agreements with the State of Colorado Energy Office ("CEO") and is authorized to distribute funds identified by CEO to provide weatherization enhancements to qualified residential facilities. EOCE, as a funding recipient, acts in an administrative role to reimburse Vendor for the cost of performing weatherization enhancements, but is not, by virtue of administrating the funds, providing construction advice or expertise.

B.Property Owner has submitted a complete Colorado Energy Office Multi-Family Weatherization Assistance Program Application ("Application"), which is incorporated herein by reference, and seeks to have Vendor perform certain weatherization enhancements to the Improvements on the Property (as those terms are defined below). EOCE has approved Property Owner's Application and conducted an energy audit of the Improvements using the DOE's Savings-to-Investment ratio (SIR) modeling software. The modeling software and EOCE's Energy Auditors have identified and prioritized potential weatherization enhancements.

C.Vendor has participated in EOCE's procurement and request for proposal process and was selected to provide weatherization enhancement Work on behalf of Property Owner in exchange for payment from EOCE for the cost of weatherization enhancements.

D.The parties have agreed to enter into this Agreement to address the rights, obligations, and requirements necessary for Property Owner to receive the weatherization enhancements funds provided by EOCE, administered by EOCE, and performed by Vendor.

AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **PROPERTY.** Property Owner seeks weatherization enhancements and Vendor agrees to perform said weatherization enhancements to the Improvements located at the street address of 317 N Spruce, Gunnison CO 81230, more commonly known by the facility name of Mountain View Apartments (the "Property").

2. **DESIGNATED REPRESENTATIVE**.

(a) Each party shall establish a designated representative who is authorized to act on behalf of that party and who is the single point of contact for communication with other parties ("Representative"). Each party shall notify all others if the Representative changes.

(b) The "EOCE Representative" is Max Kaye.

(c) The "Vendor Representative" is as set forth above.

(d) The "Property Owner Representative" is as set forth above.

3. **DEFINITIONS.**

(a) ***Specific Definitions.*** In addition to the terms defined above and elsewhere in this Agreement, the following capitalized terms shall have the meanings respectively assigned to them:

"Approved Change Order" means any written change order submitted by Vendor for a change in the Work that has been accepted, in writing, by Property Owner, EOCE, and Vendor.

"Approved Recycled Materials" means materials approved under the 10 C.F.R. Part 440, Appendix A, Standards for Weatherization Materials.

"Commissioning Agent" means a party hired by Property Owner to ensure maximum energy efficiency is achieved.

"Contract Sum" means the sum of the Funding Amount plus Contribution Amount, subject to increase or decrease by an Approved Change Order.

"Contribution Amount" means that portion of the Contract Sum to be paid by Property Owner for the Work as described in Section 10(l) hereof, subject to increase or decrease by an Approved Change Order.

"Cost of the Work" means Vendor's actual cost of labor, materials, and other costs directly attributed to the Work and includes all overhead, profit, and general conditions costs.

"Debarment" means any action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds, pursuant to the provisions of 31 U.S.C. 6101, note, Executive Order 12549, Executive Order 12689, 48 C.F.R. 9.404, and each agency's codification of the common rule for non-procurement, suspension and debarment.

"DOE" means the U. S. Department of Energy.

"Exhibit A" means Exhibit A to this Agreement, which contains the description and sequence of the Work and Funding Amount.

"EOCE Inspection" means the inspection EOCE performs to determine whether the Work is in general conformance with this Agreement.

"Final Completion" has the meaning given to it in Section 12(q) hereof.

"Force Majeure Event" means any Act of God, unprecedented weather event, act of war, terrorism, riot, or other event beyond the reasonable control of Vendor, unforeseeable and not due to the acts, errors or omissions of Vendor or its subcontractors or suppliers at any level.

"Funding Amount" means the maximum amount of money EOCE may pay for the Work identified in Exhibit A, subject to increase or decrease by Approved Change Order.

"Inspection by CEO" means the inspection CEO performs to determine that the Work is in compliance with Federal requirements.

"Grant Agreement CTGG1 EFAA 25-0256" means the Grant Agreement EOCE signed with CEO, and effective as of July 1, 2024 and the "Grant Agreement Amendment 2 CTGG1 EFAA 25-0256 A2" EOCE signed with CEO, effective through June 30, 2026.

"Hazardous Material" is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal or cleanup.

"Improvements" means the equipment, buildings, and fixtures on the Property subject to weatherization enhancements.

"Income Qualified Property" means property meeting the conditions of the Grant Agreements, Exhibit A, Section III.1.1.

"Payment" means EOCE's money payment to Vendor of the Cost of the Work, in an amount not exceeding the Funding Amount, to Vendor.

"Payment Request" means Vendor's request for Payment.

"PMI" means "per manufacturer's instructions."

"Preparatory Repair" means the repairs required to be complete before the Work may commence.

"Repairs" means labor or materials expended to fix defects identified during EOCE or CEO Inspection.

"Synopsis" means a summary of the Work.

"Tenant" means individuals or families residing on the Property.

"Term" of this Agreement is the period of time between the Effective Date and Final Completion.

"Work" means the scope of work, described in Exhibit A and Exhibit A-1, that Vendor shall perform.

4. **RELATIONSHIP OF PARTIES.** No provision of this Agreement is intended or deemed to create any relationship between the Parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. None of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employee, representative, joint venturer, or partner of the other.

5. **INTERPRETATION.** In construing this Agreement, (i) the singular includes the plural and vice versa, (ii) "include" or "including" means including without limiting the generality of any description preceding such term, (iii) the word "or" is not exclusive, (iv) references to this Agreement or Sections or paragraphs of this Agreement refer to this entire Agreement including all exhibits attached hereto, which are incorporated herein by this reference, as the same may be amended from time to time, and (v) references to law, code, or statute, means reference to the most updated version, as may be amended from time to time. If any contradiction, discrepancy, ambiguity, or inconsistency between the terms of this Agreement and the terms of any other incorporated document or exhibit, the parts of this Agreement shall have the following precedence, in descending order:

(a) referenced State or Federal Statute or Code provisions;

(b) referenced provisions in the Grant Agreements;

(c) this Agreement; and

(d) exhibits to this Agreement.

For purposes of this Agreement, the term "Contract Documents" means and refers to this Agreement, the Grant Agreements, all plans, and specifications for the Work to be performed by Vendors and its subcontractors at any level, and all exhibits, schedules, and other attachments to this Agreement.

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. Capitalized terms used in this Agreement but not defined herein shall have the meanings given them in the other Contract Documents. To the extent Vendor becomes aware of any direct conflict or inconsistency between any of the Contract Documents, the Vendor shall immediately notify the Property Owner and EOCE and their respective representatives that clarification has been requested. Conflicts or discrepancies among the Contract Documents shall be resolved in the following order of priority: (1) this Agreement and all related addenda, exhibits, schedules, and other attachments thereto; (2) amendments and revisions of later date take precedence over those of earlier dates; (3) Supplementary Conditions, if any; (4) the General Conditions, if any; (5) Drawings and Specifications: Drawings govern Specifications for quantity and location and Specifications govern Drawings for quality and performance. In the event of ambiguity in quality or quantity, the greater quantity and quality shall govern; and (6) bigger dimensions govern scale dimensions and large-scale Drawings govern small scale Drawings.

6. **COMPUTATION OF PERIOD OF DAYS.** In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday ("Holiday"), such deadline shall be extended to the next day that is not a Saturday, Sunday, or Holiday.

7. **TIME.** Time is of the essence. Vendor shall perform its Work in accordance with the Project schedule attached hereto as **Schedule No. 2** and incorporated herein by this reference. No deviation from the Project schedule shall be permitted unless the same has been approved in writing pursuant to an Approved Change Order or is the result of a Force Majeure Event.

8. **COMPLIANCE WITH GRANT AGREEMENTS.**

(a) CEO and EOC Colorado have entered into Grant Agreements. These documents and their respective exhibits will be provided to anyone upon request and hereto and collectively incorporated herein by reference ("Grant Agreements").

(b) Property Owner and Vendor shall be bound to EOCE by all terms of the Grant Agreements, and assume all the obligations and responsibilities that EOCE has assumed under the Grant Agreements, including but not limited to the following sections of the Grant Agreements:

(1) Section 3 (D): CEO Weatherization Rules and Regulations;

(2) Section 6: Statement of Work;

(3) Section 9: Grantee Records;

(4) Section 10: Confidential Information – State Records;

(5) Section 11: Conflicts of Interest;

(6) Section 12: Representations and Warranties;

(7) Section 13 (B): Insurance (Sub-Grantees) and (C): Certificates;

(8) Section 15: Remedies (only to the extent consistent with this Agreement);

(9) Section 17: Rights in Data, Documents, and Computer Software;

(10) Section 18: Governmental Immunity;

(11) Section 21: Colorado Special Provisions;

(12) Any further Exhibits to Grant Agreement CTGG1 EFAA 25-0256; Statement of Work to Grant CTGG1 EFAA 25-0256 between CEO and EOC and/or EOCE

(c) Neither Property Owner nor Vendor is entitled to the rights provided to EOC Colorado and/or EOCE in the Grant Agreements. Property Owner and Vendor are entitled only to the rights provided by this Agreement.

9. **PROPERTY OWNER'S REPRESENTATIONS AND WARRANTIES.** Property Owner represents and warrants that:

(a) all representations and warranties made in the Application are true, correct, and complete, and will be true, correct, and complete at Final Completion;

(b) the execution, delivery, and performance of this Agreement has been approved by all necessary parties, and Property Owner has, or shall have at the time the Work is performed, all governmental approvals required hereunder.

10. **PROPERTY OWNER'S OBLIGATIONS**

(a) ***Compliance with Laws and Regulations.*** Performance under the terms of this Agreement shall be designed and delivered in compliance with all federal statutes and regulations, administrative codes and policies, and local ordinances and policies including, but not limited to, the following:

(1) *Privacy Act of 1974*. Property Owner shall comply with the Privacy Act of 1974 and shall not maintain or distribute any information about any individual in a manner that would violate the provision. Property Owner waives any notice and opportunity to cure any breach of this section, which may be grounds for immediate termination. There may be times when non-employees, members of the media or other interested parties may visit a weatherization in-progress or completed unit. A confidentiality release form is required from the Tenant to allow visitor access to the Tenant.

(2) *Discrimination/Sexual Harassment.* Property Owner shall comply with the applicable portions of Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d et. seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et. seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.

(b) ***Cooperation in Procurement.*** EOCE will be responsible for selecting Vendors to perform the Work. However, EOCE may need assistance from Property Owner with procurement, which Property Owner shall not unreasonably withhold such assistance.

(c) ***Cooperation with Reporting.*** EOCE may require additional reporting from Property Owner not identified in this Agreement and Property Owner shall fully cooperate with EOCE to comply with reporting obligations that arise after the parties execute this Agreement.

(d) ***Access to Work.*** Property Owner shall fully cooperate with Vendor in providing access to those portions of the Property necessary for Vendor to accomplish the Work and for EOCE and CEO to conduct inspections and do so in a manner that does not reasonably interfere with the Tenants.

(e) ***Maintenance; Operation; Training.*** Property Owner shall maintain and operate the weatherization enhancements in conformance with all relevant codes and best practices, and train its staff and Tenants, if applicable, on the proper operation and maintenance of installed equipment. EOCE shall provide educational resources to Property Owner and Tenants on energy conservation and proper operations and maintenance of new equipment, but Property Owner shall be solely responsible for all operations, maintenance, and training.

(f) ***Synopsis.*** Property Owner shall provide notice to all Tenants of Work that is expected to be performed on the Property, and an expected schedule of the Work, within 30 days

after the Effective Date. Property Owner shall immediately provide the same notice to all Tenants who begin renting before the completion of the Work.

(g) ***Common Areas.*** Property Owner shall conspicuously post in a communal area (i) an EPA-lead safe renovation poster and (ii) the Synopsis.

(h) ***Income Qualified Status Maintained.*** The Property Owner shall ascertain that the Property is not converted, or attempted to be converted, to a non-Income Qualified Property, during the Term of this Agreement.

(i) ***Occupancy.*** Within 180 days after Final Completion, Property Owner shall take reasonable efforts to ensure Tenant occupancy of any dwelling units that Property Owner has previously identified as "vacant-eligible" for eligibility determination purposes.

(j) ***Rent.*** As referenced in this Section, "Rent" means the Tenant's monthly payment to Property Owner (non-subsidized housing) or the contract rent (subsidized housing), and "Rent Increase" means an increase, within 12 months after Final Completion, in the amount of Rent paid by a Tenant or Prospective Tenant.

(1) Property Owner shall not increase the Rent amount as a result of the Work, except if the Property Owner performs improvements other than the Work completed on or after the date of this Agreement and which directly benefit the Tenants.

(2) Property Owner shall notify EOCE of all Rent Increases and complaints filed by a Tenant resulting from a Rent Increase; and

(3) Property Owner shall maintain and operate the completed Work at no cost to the tenant. The foregoing notwithstanding, each tenant at the Property shall remain obligated to pay rental under its lease with Property Owner as and when the same becomes due and payable.

(k) ***Conditions upon Property Sale.*** If the Property is sold within two years after Final Completion, Property Owner shall assign the obligations contained in this Agreement to the Property's purchaser and provide notice to EOCE and Tenants of the purchaser's agreement to comply with this Agreement. If within two years after Final Completion, Property Owner enters into an agreement to sell the Property, Property Owner shall immediately provide notice to EOCE. If the terms of any such agreement conflicts with this Agreement, the provisions of this Agreement shall govern.

(l) ***Property Owner's Contributing Payment for the Work***. Property Owner's obligation, if any, to pay for any portion of the Work is included in Exhibit A1: "Approval Request Document" ("Contribution Amount"). If applicable, EOCE shall forward the Vendor's Request for Payment along with EOCE's invoice to the Property Owner for the Property Owner's payment. Property Owner shall pay to EOCE the Contribution Amount, less any required retainage or other amounts properly withheld by Property Owner, within 10 business days of Property Owner's receipt of the Vendor's Request for Payment.

(m) ***Property Owner's Tax Obligations.*** Property Owner shall pay all taxes and duties however designated, including all use, rental, receipt, personal property, value added, and

other taxes, that may be levied or assessed in connection with Property Owner's possession, receipt, or use of the weatherization enhancement Work performed on the Property.

(n) ***Lead-Based Paint.*** For Improvements constructed before 1978, Property Owner shall, in coordination with EOCE Representatives, provide each Tenant with EPA brochure titled: "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools." Prior to commencement of the Work, Property Owner shall obtain signatures from all Tenants verifying receipt of the EPA brochure and deliver copies of the signature pages to EOCE at the time of signing this Agreement.

(o) ***Owner Walk Away.*** If at any time during the construction process, Property Owner decides against proceeding under this Agreement, Property Owner shall be responsible for compensating Vendor for all work performed and expenses incurred as of such date (the "Walk Away Date"). Vendor shall provide Property Owner will a detailed list of all work performed, and all expenses incurred as of the Walk Away Date. Any dispute as to amount due to the Vendor by Property Owner under this Section shall be resolved by EOCE, with EOCE making the final determination of the amount due. Such determination shall be made in good faith in a commercially reasonable manner.

11. **VENDOR'S REPRESENTATIONS AND WARRANTIES**. Vendor hereby, and at all times during the performance of the Work, represents and warrants to Property Owner and EOCE that:

(a) Vendor is competent and properly qualified and trained to perform the Work and possesses the requisite skill, knowledge, personnel, and expertise to perform the Work in accordance with best industry practices;

(b) Vendor is financially solvent, able to pay its debts as they mature and has sufficient working capital to perform its obligations under this Agreement;

(c) Vendor is a duly formed and existing entity and is authorized to do business in the State of Colorado. Vendor must be able to provide a Certificate of Good Stadning from the State of Colorado Secretary of State Office for the entirety of the contract;

(d) Vendor is properly certified and licensed by all governmental and quasi-governmental authorities with jurisdiction, and shall continue to be so certified and licensed at all times during performance of the Work;

(e) To the best of its knowledge and belief, Vendor and its principals are not debarred;

(f) Vendor's execution and delivery of this Agreement and performance of the Work, is within its duly authorized powers;

(g) Vendor is, and all times shall be and remain, in compliance with and perform the Work in conformance with all health and safety, environmental and other laws, rules, regulations, building codes and ordinances applicable to the Property Owner, the Property and/or the Vendor's Work thereon; and will at all times perform the Work in a safe manner that does not unreasonably interfere with the Tenants use and enjoyment of the Property.

12. **VENDOR'S OBLIGATIONS**

(a) ***Performance of the Work.*** Vendor shall supply all materials, tools, and labor necessary to complete the Work according to the specifications and sequence specified in Exhibit A and Exhibit A-1, in a good and professional like manner using its best skill and attention, free from defects and in compliance with all applicable laws, regulations, building codes, and ordinances. Vendor shall perform and complete the Work with due diligence in accordance with the Project schedule, and as may be modified by Approved Change Order. Vendor shall take all necessary actions required to remedy any delay resulting from its own or its subcontractors' actions or omissions, including, without limitation, providing additional forces to perform the Work or working overtime. Any additional costs incurred as a result thereof in excess of the Contract Sum shall be the responsibility of Vendor. If any delay on the part of Vendor or anyone directly or indirectly employed by it, or anyone for whose acts it is liable results in any claim by third parties against Property Owner arising out of such delay, Vendor shall pay, satisfy, and discharge all losses, damages, and expenses arising out of such claims, including attorneys' fees. Vendor acknowledges that in establishing the Contract Sum, Vendor will include sufficient overtime work to achieve Substantial Completion and Final Completion as defined herein, and no change in the Contract Sum shall be sought or allowed for overtime performance in the Work.

(b) ***Compliance with Laws and Regulations.*** Performance under the terms of this Agreement shall be delivered in compliance with all federal and state statutes and regulations, administrative codes and policies, and local ordinances and policies, including but not limited to the following:

(1) *Privacy Act of 1974.* Vendor shall comply with the Privacy Act of 1974 and shall not maintain or distribute any information about any individual in a manner that would violate the provision. Vendor waives any notice and opportunity to cure any breach of this section, which may be grounds for immediate termination. There may be times when non-employees, members of the media or other interested parties may visit a weatherization in-progress or completed unit. A confidentiality release form is required from the Tenant to allow visitor access to the Tenant.

(2) *Discrimination/Sexual Harassment.* Vendor shall comply with the applicable portions of Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d et. seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et. seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.

(3) *Equal Employment Opportunity Clause.* Where applicable, Vendor shall comply with the applicable portions of the Equal Opportunity Clause as provided in 10 C.F.R. 600, Appendix A to Subpart B of Part 600 – Contract Provisions.

(4) *Occupational Health and Safety Act (OSHA).* Vendor shall comply with the applicable provisions of the Occupational Health and Safety Act provided at 29 C.F.R. 1910 and 1926.

(5) *Contract Work Hours and Safety Standards Act.* Where applicable, Vendor shall comply with the applicable provisions of the Contract Work Hours and Safety Standards Act provided at 40 U.S.C. 327-330.

(6) *Standards for Weatherization Materials*. All materials must comply with 10 C.F.R. 400 Appendix A: Materials Standards.

(c) ***Lead-Based Paint.*** For Improvements constructed before 1978, Vendor shall (1) obtain certification in Lead-Based Paint Renovation, and (2) meet or exceed all EPA Lead-Safe Renovation requirements and processes in accordance with Lead-Safe weatherization regulations contained at 40 C.F.R. 745 Subpart D and E.

(d) ***Training.*** All Vendors and Subcontractors shall attend weatherization training. EOCE shall notify Vendor for training location and schedule. Vendor shall be responsible for its Subcontractors attending training.

(e) ***Permits.*** Unless otherwise set forth in this Agreement, Vendor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work. Vendor shall provide such permits to EOCE prior to beginning is work under this Agreement, in order to receive the initial payment.

(f) ***Insurance.*** Vendor shall procure and maintain the following types and limits of insurance, issued by a company approved by EOCE and Property Owner, at all times during the Term of Agreement.

(i) Commercial General Liability with minimum limits as follows: (a) $1,000,000 each occurrence; (b) $1,000,000 general aggregate; and (c) $50,000 any one fire. The policy shall name Property Owner, CEO, and EOCE as additional insured and include a waiver of subrogation in favor of Property Owner, CEO, and EOCE. The additional insured endorsement must provide products/completed operations hazard insurance to the additional insured and contain an extended reporting period of not less than eight years following Substantial Completion of the Work. Vendor warrants that no prior claims have impaired the limits of insurance required under this provision. Vendor further warrants that it will replenish any impaired limits so that the full amount of insurance required under this provision is available for any claims arising out of Vendor's work.

(ii) Workers' Compensation/Employer's Liability Insurance: Workers' Compensation Insurance with the statutory limits to cover full liability under Colorado's Workers' Compensation laws. Vendor shall obtain and maintain $1,000,000 per occurrence Employer's Liability or Stop-Gap coverage. The policy shall include a waiver of subrogation in favor of Property Owner and EOCE. Vendor expressly represents to the Property Owner and EOCE, as a material representation upon which such parties are relying in entering into this Agreement, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Vendor executes this Agreement.

(iii) Automobile Liability Insurance: Automobile Liability Insurance with a minimum limit of $1,000,000 each accident combined single limit for all owned, hired and non-

owned vehicles used by Vendor in performing services under this Agreement. The policy shall name as Property Owner and EOCE as additional insured and include a waiver of subrogation in favor of Property Owner and EOCE.

(iv) Vendor's Tools and Equipment: Vendor shall maintain first-party insurance for all of its and its subcontractors' equipment and tools used in performing services under this Agreement. Such insurance will contain a waiver of subrogation in favor of Property Owner and EOCE.

(v) Protected Information (CYBER) Liability insurance covering all loss of State Confidential Information, such as PII, Tax Information, and claims based on alleged violations of privacy rights through improper use of disclosure of protected information with minimum limits as follows: (a) $1,000,000 each occurrence (b) $2,000,000 general aggregate.

(vi)Documentation of Insurance: Vendor shall obtain and maintain the above insurance at all times during the term of the Agreement with Property Owner and EOCE. All policies evidencing the required insurance coverage shall be issued by insurance companies satisfactory to Property Owner and EOCE but in no circumstance can the insurance company have a Best rating lower than A-. Evidence of insurance can be provided under an ACORD Certificate of Insurance. The certificate must acknowledge additional insured coverage with completed operations in favor of Property Owner and EOCE and acknowledge that Vendor's insurers have agreed to waive subrogation against Property Owner and EOCE. Upon reasonable notice, Vendor agrees to provide a complete copy of its insurance policy or policies within 10 business days. Subcontractor's Insurance. Vendor shall require evidence of insurance substantially the same as required of Vendor from each of its subcontractors who is performing the Work prior to the commencement of work by each such subcontractor.

(g) ***Recycle.*** Vendor shall appropriately recycle all appliances and provide an official certificate of recycling or receipt for specified energy efficiency measures which include refrigerators, air conditioning units, fluorescent lamps and PCB containing magnetic ballasts.

(h) ***Performance Bond and Labor and Materials Bond.*** Vendor shall secure and post a Payment Bond and a Performance Bond, each in the amount of one hundred percent (100%) of the Funding Amount as provided in *Exhibit A*. All bonds must be secured withing (5) days of request from EOCE. Such bonds shall be issued by a surety company authorized to do business in the State of Colorado and the cost of all such bonds shall be included in the Cost of the Work. Property Owner and EOCE shall both be listed as dual obligee beneficiaries under such payment and performance bonds and such bonds shall remain in effect for at least a period of one (1) year following Substantial Completion of the Work.

(i) ***Cooperation.*** EOCE may require additional reporting from Vendor not identified in this Agreement. Vendor shall cooperate with EOCE to comply with reporting obligations that arise after the parties execute this Agreement.

(j) ***Superintendent.*** Vendor shall furnish from Vendor's employment force an experienced and qualified Superintendent to be on-site at all times such subcontractors are performing their Work to oversee the performance of any such subcontractor's Work, which Superintendent shall have a satisfactory employment history with Vendor and who shall be subject

to the approval of Property and EOCE. Vendor shall furnish Property Owner and EOCE with a resume of such Superintendent outlining such individual's qualifications and experience. If Property Owner and EOCE are not satisfied with such individual at any time, Vendor shall replace such Superintendent at no additional cost or expense to Property Owner and EOCE with another individual to whom Property Owner and EOCE have no objection. Notwithstanding the use of a subcontractor for such on-site construction work, Vendor shall remain responsible to Property Owner and EOCE for the complete performance of the duties and obligations of Vendor as contained in the subcontract documents.

(k) ***Warranty.*** Warrantees will be required to be submitted at completion of project prior to final payment. Vendor warrants to the EOCE and Property Owner that the materials and equipment furnished under this Agreement will conform to the requirements of this Agreement and will be of good quality and new (except for certain Recycled Materials as provided in this Agreement), that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Agreement. Work, materials, or equipment not conforming to these requirements may be considered defective. The Vendor shall promptly correct Work rejected by EOCE and/or Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for EOCE's and Property Owner's consultants' services and expenses made necessary thereby, shall be at the Vendor's expense.

(l) ***Confidentiality.*** Confidential Information refers to any and all information, regardless of whether kept in a document, in an electronic storage medium, or in Vendor's memory, and includes but is not limited to all data, compilations, programs, devices, strategies, concepts, ideas, and methods concerning or related to: EOCE and/or Property Owner's financials, operations, compensation, strategic plans, names and identities of any and all of Agency and/or Client's tenants, personnel information, and the cost or overhead associated with the goods and services.

(m) In addition to Vendor's obligations under Section 12(k) hereof, if, within one year after the date of Substantial Completion of the entire Work and acceptance of the Work by the Property Owner, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents or fails to perform properly, the Vendor shall correct it promptly at the Vendor's sole cost, risk, and expense after receipt of notice from the Property Owner to do so. The Vendor agrees that with respect to any corrective work which affects life safety issues, as reasonably determined by the Property Owner, the Vendor shall respond to the Property Owner's notice and commence the corrective work as quickly as is possible, but in any event within 24 hours, irrespective of whether such 24-hour period occurs on a weekend or legal holiday. All other corrective work will commence within seven days after receipt of notice from the Property Owner. If the Vendor fails to undertake required corrective work within the applicable foregoing period of time or fails to complete corrective work after such work has been initiated, then in either such event, the Property Owner shall have the right but not the obligation, to complete such corrective work. In such event, the Vendor shall reimburse the Property Owner upon demand for all costs and expenses incurred by the Property Owner in completing the subject corrective work together with an administrative fee equal to 10% of the

costs and expenses so incurred by the Property Owner. The Vendor shall diligently and continuously proceed with the completion of all corrective work, and all such work shall be performed so as to minimize, to the extent reasonably practicable, disruption of the Property Owner's and its tenants' use, occupancy, and enjoyment of the Property. This obligation under this Section 12(m)(1) shall survive acceptance of the Work under this Agreement and termination of this Agreement. The Property Owner shall give such notice promptly after discovery of the condition.

(1) The Vendor shall bear the cost of repairing destroyed or damaged construction, or damage to the Property, as a result of such construction, whether completed or partially completed, caused by the Vendor or the Vender's subcontractors' work, or caused by the Vendor's correction or removal of any work which is not in accordance with the requirements of the Contract Documents.

(2) If the Vendor fails to correct nonconforming Work within a reasonable time, the Property Owner may correct it at Vendor's sole cost and expense.

(3) The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

(4) The one-year period for correction of Work with regard to specific defective Work shall be extended for a period of time equal to the period commencing on the date of Substantial Completion and ending on the date that such defective Work was finally corrected.

(5) Notwithstanding anything to the contrary contained herein, nothing contained in this Section 12(l) shall limit, reduce, or otherwise modify Vendor's liability for defective construction under applicable Colorado law.

(n) ***Substantial Completion.*** Vendor shall achieve Substantial Completion of all Work on or before June 1, 2026 (the "Substantial Completion Deadline"). Vendor shall notify EOCE within 24 hours after achieving Substantial Completion of any portion of Work. Vendor has achieved "Substantial Completion" when:

(1) The Work (or discrete portions of the Work) has progressed to a level of completion that allows EOCE to perform the EOCE Inspection and such Work is complete and usable by Property Owner and its tenants for its intended purposes;

(2) Vendor has completed and passed all inspections, other than the EOCE Inspection, as required by local building code;

(3) All temporary certificates of occupancy and other temporary governmental approvals required to be issued in connection with the portion of the Work then completed have been issued by the applicable governmental authorities;

(4) Vendor has substantially completed all reporting obligations contained in the Grant Agreements;

(5) Vendor has submitted the Payment Request; and

(6) Any and all damage to the Property caused by the construction, the Vendor or the Vender's subcontractors or supplies has been remedied by the Vendor and inspected to the satisfaction of EOCE and owner.

(o) ***EOCE Inspection***. Within 14 days following Substantial Completion, EOCE (or a party working on EOCE's behalf) shall inspect the Work. Vendor may be required to attend the EOCE Inspection. The EOCE Inspection shall proceed according to the forms attached in Exhibit B, as follows.

(1) Energy Outreach Multi-Family General Inspection Form

(2) Hydronic Boiler Replacement/Adjustment Final Inspection Form

(3) Energy Outreach Multi-Family Insulation Inspection Form

(4) Energy Outreach Multi-Family Lighting Inspection Form

(5) Unit Inspection Form

(p) During the EOCE Inspection, EOCE, in consultation with the Property Owner, Commissioning Agent (if any) and Vendor, shall prepare a punch list (the "Punch List") of incomplete or defective work remaining to be completed or corrected by Vendor prior to Final Completion, payment of the final application for payment and release of all retainage. The Punch List will include any damages that must be remedied as a result of construction. Such Punch List shall be signed by Property Owner, EOCE, and Vendor. Property Owner and EOCE's acceptance of such Punch List shall not be deemed a waiver of other defective work or relinquishment or waiver of Property's Owner's and/or EOCE's rights and remedies hereunder.

(q) ***Final Completion.*** Vendor shall achieve Final Completion by the Final Completion Deadline. Final Completion is achieved once all of the following conditions have been satisfied:

(1) Vendor's Work has passed EOCE Inspection, and all Punch list items have been completed by Vendor and accepted by Property Owner and EOCE;

(2) Vendor has delivered to Property Owner all as-built plans for the Work, the project manual for the Work and all project related warranties and owner's manuals;

(3) A permanent certificate of occupancy or equivalent has been issued by the city of Gunnison and county of Gunnison, Colorado or other governmental agency having jurisdiction over the Work and Property;

(4) Final unconditional lien waivers and releases in form and content acceptable to the Property Owner and EOCE have been executed by Vendor and all subcontractors and suppliers at any level providing labor or materials to the Property and the same delivered to EOCE and Property Owner; and

(5) All required commissioning deemed necessary by Property Owner and/or EOCE has been completed by the Commissioning Agent and Commissioning Agent has issued a report in form and content acceptable to Property Owner and EOCE confirming that all

systems and equipment installed by Vendor and its subcontractors and suppliers at any level are in proper working order and meeting the required performance specifications for such systems and equipment.

(r) ***CEO Inspection.*** In addition to the EOCE Inspection, at some point after Substantial Completion, CEO (or a party working on CEO's behalf) may inspect the Work according to the forms in all attached Exhibits, as described above. Property Owner and EOCE shall attend CEO Inspection.

(s) ***DOE Inspection***. In addition to the other inspections described in this Agreement, at some point after Substantial Completion, DOE (or a party working on DOE's behalf) may inspect the Work. Vendor need not attend the DOE Inspection.

(t) ***Inspection Related Repairs.*** Vendor shall promptly correct, at its sole expense, any Work found not compliant by the EOCE Inspection or CEO Inspection.

(u) ***Damages to Property.*** Vendor shall promptly remedy, at Vendor's expense, any and all damages to Property, as defined in Section 1, its fixtures and appurtenances, caused in whole or in part by Vendor or anyone directly or indirectly employed by Vendor.

(v) ***Cooperation with Commissioning Agent.*** As part of Vendor's Work hereunder and at no additional cost or expense to Property Owner or EOCE, Vendor shall coordinate its Work with the work undertaken by the Commissioning Agent and shall attend meetings with the Commissioning Agent as may be necessary to confirm that all equipment and systems installed by Vendor as part of its Work hereunder is in proper working order and meeting the efficiency specifications for such equipment and systems.

13. **PAYMENT TO VENDOR; CHANGE ORDERS**

(a) ***Payment Amount.*** In accordance with this section, EOCE shall pay Vendor an amount equal to the Contract Sum.

(b) ***Condition Precedent for Payment.*** Passing the EOCE Inspection for any completed Work (or portion thereof) is a condition precedent for Payment. Accordingly, no Payment shall be made to Vendor if Vendor fails to pass the EOCE Inspection. Further, EOCE may withhold Payment until corrections in Vendor's performance are satisfactorily made and completed, and no Payment shall be made to Vendor if Vendor cannot satisfactorily perform the Work.

(c) ***Maximum Payment Amount.*** Regardless of the Cost of the Work, total payments made to Vendor shall not exceed the Contract Sum, unless amended by Approved Change Order. Further, Vendor shall not be entitled to any additional compensation for repairs performed as a result of failed inspection, Vendor's negligence, defects in the Work or other causes resulting from the Vendor's acts, errors, or omissions.

(d) ***Payment Request and Lien Waiver.*** Once Vendor has passed the EOCE Inspection as to any portion of the Work for which a Payment Request is being made, Vendor may submit to EOCE a Payment Request which shall contain:

(1) Appropriate reference to the Property's address, unit numbers served.

(2) An itemized list of all Work covered in the Payment Request.

(3) All documentation necessary to demonstrate Vendor's Cost of the Work, for example, invoices, statements, receipts, subcontractor contracts, or payments, and timecards. Vendor shall separately list its labor and materials cost.

(4) Final conditional and unconditional lien waivers from Vendor, all subcontractors, suppliers, and other person(s) who have supplied materials or labor to the Property.

(5) Signature by signee to this Agreement, certifying that all information is complete and accurate to the best of their knowledge.

(e) ***Payment.*** EOCE and Property Owner will review Payment Requests upon receipt. If Vendor has satisfied all Conditions Precedent for Payment and its Payment Request complies with this Agreement, subject to amounts retained, as described below, EOCE shall issue payment to Vendor. EOCE shall issue Payment within 30 days of the day EOCE, and Property Owner determine the Payment Request complies with this Agreement.

(f) ***Retainage.*** The EOCE will withhold as retainage from each Payment Request submitted by Vendor and approved by Property Owner and EOCE an amount equal to five percent (5%) of the amount of such Payment Request until Final Completion. Upon achieving Final Completion, EOCE shall pay Vendor the retainage amount within 30 days of achieving same.

(g) ***Change Orders.*** Notwithstanding the foregoing, the parties may agree that additional funding, above the Contract Sum, is necessary to complete the Work. Change orders may be negotiated and approved, but only when due to unforeseen circumstances, concealed conditions, or acts of nature. The parties shall negotiate change order amounts, and EOCE, shall make final determinations, in its sole discretion whether and how much additional funding by EOCE is necessary to complete the Work. All other aspects of any Approved Change Order, such as, but not limited to, types or amounts of equipment or timing of the Work or additional sums to be paid or contributed by the Property Owner, shall, in each case, require Property Owner's prior written consent, which may be withheld in Property Owner's sole and absolute discretion. EOCE's decision regarding change orders to be funded by it shall be at its sole discretion and is final. If approved by EOCE and Property Owner, as applicable, EOCE may fund Approved Change Orders pursuant to this Section. Vendor expressly waives all other rights and claims regarding change orders. Without limiting the generality of the foregoing, Property Owner, at its sole cost and expense, may engage a Commissioning Agent or other professional engineer to evaluate the load requirements of the boiler systems to be installed as part of Vendor's Work under this Agreement and may require that further engineering and design work be performed to maximize the efficiency of such boiler systems. No such work shall be undertaken without EOCE's and Vendor's input and approval, as evidenced by a written Approved Change Order executed by Property Owner, Vendor and EOCE.

(h) ***Property Owner's Limit of Liability.*** Notwithstanding anything to the contrary contained herein, Owner's liability to Vendor for payment of any portion of the Cost of the Work shall be limited solely to the Contribution Amount, and in no event or circumstance whatsoever shall Property Owner ever be obligated to pay to Vendor or its subcontractors or materials suppliers at any level any portion of the Contract Sum consisting of the Funding Amount or any other amount or sum agreed to be funded by EOCE, it being understood and agreed by Vendor that in the event EOCE wrongfully withholds payment of any sums otherwise due and payable hereunder, Vendor shall look solely to the assets of EOCE and not to the Property or other assets of Property Owner. Vendor agrees to include the foregoing provision in all subcontracts entered into by it with any subcontractor or materials supplier for any portion of the Work.

14. VENDOR – SUBCONTRACTING. Subject to the conditions contained in this Agreement, Vendor may hire Subcontractors to perform the Work. Vender shall notify EOCE in writing of its usage of any subcontractors. EOCE must confirm and accept the use of the subcontractor. Vendor shall remain fully liable for the acts, errors, and omissions of all of its subcontractors at any level. Vendor shall assure that the design of all subcontractors retained by it is fully coordinated with and into the design of all other design or engineering professionals providing services to the Project so as to assure that the Project and Vendor's Work is free from gaps, overlaps, inconsistencies, and interferences. Each agreement of the Vendor with any subcontractor shall be in writing and shall be assignable to the Property Owner without the consent of the subcontractor. Each of the subcontract agreements shall also require each subcontractor to discharge for the benefit of the Property Owner all of those responsibilities with respect to the work of such subcontractor that the Vendor agrees to discharge hereunder toward the Property Owner, including without limitation, the provisions of indemnification of the Property Owner (Sections 16(a) and 22(b) of this Agreement), maintaining of insurance in the amounts and coverage required of the Vendor hereunder (Section 12(f) of this Agreement), compliance of the Vendor's work with laws, codes and ordinances (Sections 12(a) and 12(b) of this Agreement), and warranty obligations (Section 12(l) of this Agreement). Prior to being paid the Final Payment in its entirely Vendor shall provide the following documents to EOCE: proof of payment of the subcontractor(s) and lien waiver releases from each subcontractor. Failure to provide such documentation will result in a 5% retainage being withheld until such time as all documents are received. If the Vendor requires the use of a subcontractor, the subcontractor needs to provide proof of insurance, General Liability ($1,000,000 each occurrence, $1,000,000 general aggregate, and $50,000 fire), $1,000,000 auto, $1,000,000 workers compensation; COIs for EOCE and CEO listed as certificate holders, with the Property and Property Owner listed as additional insured.

15. **VENDOR – SAFETY OF PERSONS AND PROPERTY.** While this section establishes the responsibility of safety between EOCE and Vendor, it 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 applicable laws and regulations.

(a) ***Safety Precautions and Programs.*** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. Vendor shall also take reasonable precautions and provide reasonable protection to ensure the safety of, and to prevent damage, injury or loss, to: (1) persons performing the Work and other persons who may be affected; (2) the Work and materials and equipment to be incorporated in the Work, whether those materials and equipment are stored on or off the site, under care, custody and control of the Vendor or the Vendor's Subcontractors; and

(3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

(b) ***Compliance with Safety Rules and Regulations.*** Vendors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

16. **VENDOR – LIENS**

(a) **Liens and Encumbrances.** In consideration of EOCE entering into this Agreement and to the extent permitted by law, Vendor agrees that no liens shall be filed or maintained against the Property by Vendor or its subcontractors or suppliers. If any of Vendor's subcontractors or suppliers records a lien on the Property after Payment by EOCE to Vendor, Vendor shall immediately satisfy, remove, or discharge the lien at its own expense by bond (in accordance with C.R.S. § 38-22-131), payment or otherwise. EOCE and Property Owner shall each have the right at any time, without notice to or opportunity to cure by Vendor, in addition to all other rights and remedies provided under this Agreement or by law, to cause such lien or claim to be satisfied, removed, discharged by whatever means EOCE or Property Owner chooses, at Vendor's sole cost and expense, including without limitation, legal fees. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND SAVE HARMLESS EOCE AND PROPERTY OWNER FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, AND ACTIONS BROUGHT OR JUDGMENTS RENDERED, AND FROM AND AGAINST ANY AND ALL LOSS, DAMAGES, LIABILITY, COSTS AND EXPENSES, INCLUDING LEGAL FEES, WHICH EOCE OR PROPERTY OWNER MAY INCUR AS A RESULT OF ANY MECHANICS' LIEN FILING.

ADDITIONAL PROVISIONS CONCERNING PROPERTY OWNER AND VENDOR

17. **HEALTH, SAFETY, AND HAZARDOUS MATERIALS REPAIRS.** If Vendor or Property Owner encounter or observe a hazardous material or substance, the Vendor or Property Owner shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to all other Parties in writing. EOCE reserves all rights afforded to it under this Agreement with respect to deciding whether to proceed with the Work. EOCE shall investigate the condition and determine the appropriate course of action.

18. **RECORDS.**

(a) Property Owner shall maintain accurate and detailed books and records documenting all aspects of its obligations under this Agreement (the "Records") and shall retain the Records for a period of three years after Final Completion or termination of the Work. EOCE may extend this deadline by notice to Property Owner. Upon reasonable notice, EOCE may review, inspect, copy, and audit the Records. If Property Owner ceases business operations during the required retention period, Property Owner shall notify EOCE and make the Records available to EOCE for copying at the EOCE's expense.

(b) Vendor shall maintain accurate and detailed books and records documenting all aspects of its obligations under this Agreement (the "Records") and shall retain the Records for a period of three years after Final Completion or termination of the Work. EOCE may extend this deadline by notice to Property Owner. Upon reasonable notice, EOCE may review, inspect, copy, and audit the Records. If Vendor ceases business operations during the required retention period, Vendor shall notify EOCE and make the Records available to EOCE for copying at the EOCE's expense.

(c) EOCE shall have the right to inspect and copy the Records at any time upon reasonable Notice to Vendor or Property Owner.

(d) EOCE shall maintain accurate and detailed books and records documenting all aspects of its obligations under this Agreement (the "EOCE Records") and shall retain the EOCE Records for a period of three years after Final Completion or termination of the Work. Owner may extend this deadline by notice to EOCE. Upon reasonable notice, Owner may review, inspect, copy, and audit the EOCE Records. If EOCE ceases business operations during the required retention period, EOCE shall notify Property Owner and make the EOCE Records available to Property Owner for copying at the Property Owner's expense.

EOCE'S AND PROPERTY OWNER'S RIGHTS

19. **TERMINATION AND REMEDIES.**

In addition to EOCE's and Property Owner's rights and remedies afforded to it by law and this Agreement, EOCE and Property Owner have the following rights and remedies:

(a) ***EOCE's Early Termination for Convenience or Public Interest.*** EOCE may terminate this Agreement at any time for its own convenience or to further the public interest upon notice to Property Owner's or Vendor's Designated Representative. If EOCE terminates this Agreement under this paragraph, it shall pay Vendor for approved Work in progress according to the percentage complete, all as determined by EOCE in its sole discretion, and which shall not exceed the Funding Amount.

(b) ***Terminating Vendor for Cause.*** If EOCE or Property Owner terminates Vendor from this Agreement for cause, neither EOCE nor Property Owner shall have any obligation to pay Vendor for any Work performed, and Vendor shall return any Payments previously paid by EOCE or Property Owner to Vendor. Vendor must return the Property to its original state or reimburse Property Owner for any damage caused. EOCE and Property Owner may each terminate Vendor from this Agreement for cause if:

(1) Vendor commits a material breach of this Agreement, and such breach is not cured within five days after EOCE or Property Owner, as applicable, provides Vendor notice of the breach;

(2) Vendor stops or neglects the Work for more than ten (10) consecutive business days;

(3) Vendor misrepresented information provided to EOCE or Property Owner.

(c) ***Terminating Property Owner for Cause.*** If EOCE terminates Property Owner from this Agreement for cause, EOCE shall have no obligation to provide any Weatherization Enhancements for Property Owner's benefit. In addition, Property Owner, not EOCE, shall pay Vendor for all Work performed, and Property Owner waives all rights and warranties, express or implied, to Work performed at the Property. EOCE may terminate Property Owner from this Agreement for cause if:

(1) Property Owner commits a monetary material breach of this Agreement and the same remains uncured for a period of 10 days following Property Owner's receipt of written notice thereof from EOCE or, with regard to non-monetary breaches, Property Owner commits a material nonmonetary breach of this Agreement, and (except as provided in this Agreement) such breach is not cured within 30 days (but no longer than the Substantial Completion Date) after EOCE provides Property Owner written notice of such nonmonetary breach;

(2) Property Owner fails to provide access to the areas of Work, and such breach is not cured within five days after Vendor or EOCE provides Property Owner written notice of the breach;

(3) Property Owner has materially misrepresented information provided to EOCE.

20. **EOCE'S DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, EOCE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR RESULTS THAT MAY BE OBTAINED FROM THE WORK. ANY INSPECTION, APPROVAL, OR PAYMENT BY EOCE OF THE WORK IS FOR THE SOLE BENEFIT OF EOCE AND VENDOR AND PROPERTY OWNER SHALL HAVE NO RIGHT TO RELY ON EOCE'S EFFORTS AND INSTEAD SHALL RELY ON ITS OWN EXPERTISE AND INSPECTION IN CONFIRMING THE WORK CONFORMS WITH THIS AGREEMENT. EOCE SHALL HAVE NO RESPONSIBILITY FOR THE WORK OR ITS PERFORMANCE. ALL MANUFACTURER'S WARRANTIES ON INSTALLED EQUIPMENT SHALL BE ASSIGNED TO THE PROPERTY OWNER UPON PROJECT COMPLETION.

Notwithstanding the foregoing limitations and disclaimers in this Section 20, EOCE hereby represents and warrants to Property Owner and Vendor as follows:

(a) The Funding Amount has been fully appropriated by applicable governmental authorities and disbursed to EOCE, EOCE is presently in possession of the Funding Amount and the same is presently unencumbered and available to EOCE for use in connection with the funding of the Work described herein and subject to no claims, rights of offset or other restrictions or limitations that would impair its ability to disburse the Funding Amount as and when required pursuant to this Agreement;

(b) The party executing this Agreement on behalf of EOCE has been duly authorized to do so and this Agreement constitutes the valid and binding obligation of EOCE, enforceable against it in accordance with its terms

(c) The representations and warranties of EOCE contained in Section 20(a) and 20(b) above shall survive the termination of this Agreement and completion of the Work described herein.

(d) EOCE will prepare and submit all applicable rebates to the appropriate utility. All utility rebates will be applied to project costs and any remaining rebate funds will be applied to the owner's contribution to the project.

21. **LIMITATION OF LIABILITY AND WAIVER OF DAMAGES.** EOCE shall not be liable to Property Owner or Vendor for, and Property Owner and Vendor release EOCE from, liability for (a) loss of use, cost of capital, or loss of profit or other similar consequential or incidental damages; (b) existing or future health and safety violations; or (c) punitive or exemplary damages. The foregoing limitations and releases shall be effective irrespective of the theory upon which liability is based, including breach of contract, negligence, strict liability, or any other legal theory.

22. **INDEMNIFICATION; EOCE'S INSURANCE OBLIGATIONS.**

(a) ***References.*** As used in this Section, references to EOCE shall include, CEO, the State of Colorado, and the U.S. Department of Energy and their respective affiliates, the successors and assigns, and the officers, directors, shareholders, members, partners, employees, contractors, and agents, their affiliates, and their respective successors and assigns.

(b) ***Vendor's Indemnification Obligations.*** To the extent permitted by law, Vendor shall indemnify, protect and defend EOCE, EOC, and Property Owner from and against all liability, demands, claims, actions, causes of action,, assessments, losses, fines, penalties, costs, damages, and expenses, including reasonable legal and expert fees and expenses (each a "Loss" and collectively, "Losses") resulting from or arising out of any claim made against EOCE, EOC, or Property Owner by a third party, which claim results from Vendor's performance of the Work or any breach or default by Vendors of its representations, warranties, covenants, duties and other obligations under this Agreement and the other Contract Documents. The indemnification required herein is unaffected by the existence of any insurance procured and maintained by the vendor in accordance with Section 12 (f) of the Agreement.

(c) ***EOCE's Indemnification Obligations.*** To the extent permitted by law, EOCE shall indemnify, protect and defend Property Owner from and against all liability, demands, claims, actions, causes of action, assessments, losses, fines, penalties, costs, damages, and expenses, including reasonable legal and expert fees and expenses (each a "Loss" and collectively, "Losses") resulting from or arising out of any claim made against Property Owner by a third party, which claim results from EOCE's negligent acts, errors, or omissions; provided, however, that such indemnity shall at all times be limited to the amount of liability insurance required to be maintained by EOCE pursuant to this Agreement.

(d) ***Property Owner's Indemnification Obligations.*** To the extent permitted by law, Property Owner shall indemnify EOCE and EOC from and against all liability, demands, claims, actions, causes of action, assessments, losses, fines, penalties, costs, damages, and expenses, including reasonable legal and expert fees and expenses (each a "Loss" and collectively, "Losses") resulting from or arising out of any claim made against EOCE by a third party, which claim results from Property Owner's gross negligence or willful misconduct.

(e) ***EOCE Insurance Obligations***. EOCE shall maintain at all times during the term of this Agreement commercial liability insurance in amounts, containing the coverages, and otherwise on the same terms and conditions required of Vendor pursuant to Sections 12(f)(i), (ii) and (iii) of this Agreement, in each case for the benefit of Property Owner, and EOCE hereby makes to Property Owner the same representations and warranties required of Vendor to Property Owner and EOCE in such Sections. EOCE shall also provide evidence of such insurance coverages in accordance with the requirements of the paragraph entitled, "Documentation of Insurance" appearing in Section 12.

(f) ***Indemnification Procedure.*** The parties shall give each other prompt written notice and information in their possession concerning any claim that could result in a Loss. In performing their indemnity obligations hereunder, each party shall have the right to assume the settlement in the defense of any suit or suits or other legal proceedings brought to enforce all such Losses and shall pay all judgments entered in any such suit or other legal proceedings.

GENERAL PROVISIONS

23. **GOVERNMENTAL IMMUNITY**. 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, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq* or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq*.

24. **TITLES AND GROUPINGS.** The titles given to the sections of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the sections of this Agreement and of EOCE's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions.

25. **NOTICES.** All notices and other communications 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 electronic mail, by fax, by courier, or by certified mail, postage prepaid, return receipt requested, to the receiving party at the address shown on the first page of this Agreement 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, in the case of personal delivery, electronic mail, or telecopy, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of courier.

26. **ASSIGNMENT.** The parties may not assign, by operation of law or otherwise, any rights or delegate any obligations under this Agreement without the prior written consent of the other party; provided, however, that (i) Vendor may contract portions of the Work as necessary or desirable to perform the Work as provided herein, (ii) any party hereto may assign its rights to a successor entity in the event of a merger, acquisition, sale of all or substantially all of such party's assets or the business to which this Agreement relates, reorganization, restructuring, or other similar transaction. Any assignment in violation of this provision is void.

27. **NO JOINT VENTURE.** The parties are independent entities, and nothing in this Agreement shall be deemed to cause an agency, joint venture, or partnership between them.

28. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns.

29. **THIRD PARTIES.** Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than the parties to this Agreement, any legal or equitable right, remedy, or claim under this Agreement. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

30. **AMENDMENT AND WAIVER.** This Agreement may be amended only by a writing executed by EOCE, Property Owner, and Vendor. A party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

31. **SEVERABILITY.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

32. **GOVERNING LAW/VENUE.** Colorado law shall apply. All suits, action or proceedings related to this Agreement shall be held in the State of Colorado and the exclusive venue shall be in the City of Denver and County of Denver.

33. **CUMULATIVE REMEDIES.** The remedies set forth in this Agreement are not exclusive, and either party shall be entitled to any other remedy available under applicable law or at equity, all of which shall be cumulative.

34. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

35. **ATTORNEYS' FEES.** In the event of any claim, controversy or dispute involving this Agreement, its interpretation or enforcement, the prevailing party in such claim, controversy or dispute shall be awarded its reasonable attorneys' fees and costs, including any attorneys' fees and costs of any associated appeal.

36. **JOINT AND SEVERAL LIABILITY.** Each entity signing on behalf of Vendor shall be jointly and severally liable for the payment, observance, and performance of all of Vendor's representations, warranties, covenants, duties, indemnities, and other obligations under this Agreement and the other Contract Documents.

37. **SURVIVAL.** The terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

38. **CONSTRUCTION.** This Agreement has been negotiated by each party and their respective legal counsel; legal or equitable principles that might require the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

39. **COUNTERPARTS AND FACSIMILE 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 signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

[signature page to follow]

The parties have executed this Agreement as of the Effective Date.

Mountain View Apartments

EOCE: ENERGY OUTREACH COLORADO EFFICIENCY, LLC Sign:_____ Name: Luke Ilderton Title: Executive Director	**PROPERTY OWNER: Gunnison County Housing Authority** Sign:_____ Name: Matthew Birnie Title: _____
VENDOR: Elevation Lighting Services Sign:_____ Name: Title: _____	**VENDOR: Alpha Mechanical Solutions LLC** Sign:_____ Name: Title: _____
VENDOR: Accurate Insulation Sign:_____ Name: Title:_____	

Exhibit A-1 to
Weatherization Funding Agreement
September 25, 2025 between EOC and Gunnison Valley Housing Authority

Mountain View Apartments

Energy Efficient Measures	**Vendor**
In-Unit LED Lighting Materials	Elevation Lighting Services
Common Area LED Lighting Materials	Elevation Lighting Services
Exterior LED Lighting Materials	Elevation Lighting Services
Attic Insulation and Air Sealing	Accurate Insulation

Health and Safety Measures

MAU Upgrades to Heat Pumps	Alpha Mechanical
EnergyStar Bath Fans	Alpha Mechanical

Note: Project costs are found on the following A-1 Exhibits for each respective contractor/party.

Exhibit A-1 to
Weatherization Funding Agreement
September 25, 2025 between EOC and Gunnison Valley Housing Authority

Mountain View Apartments

SCOPE OF WORK/VENDOR TO COMPLETE WORK

Energy Efficient Measures	Actual Cost	WAP Grant Limit	Owner Contribution	Utility Contribution	Total Measure Cost
In-Unit Lighting	$6,575.00	$4,778.22	$1,796.78	$0.00	$6,575.00
Common Area Lighting	$2,565.00	$1,991.48	$573.52	$0.00	$2,565.00
Exterior Lighting	$315.00	$315.00	$0.00	$0.00	$315.00
R-60 Insulation and Air Sealing	$41,500.00	$41,500.00	$0.00	$0.00	$41,500.00
Sub-Total	**$50,955.00**	**$48,584.70**	**$2,370.30**	**$0.00**	**$50,955.00**
Health and Safety Measures					
Make-Up Air Units	$43,802.68	$43,802.68	$0.00	$0.00	$43,802.68
EnergyStar Bath Fans	$20,350.68	$20,350.68	$0.00	$0.00	$20,350.68
Sub-Total	**$20,350.68**	**$20,350.68**	**$0.00**	**$0.00**	**$20,350.68**
TOTAL COSTS	**$71,305.68**	**$68,935.38**	**$2,370.30**	**$0.00**	**$71,305.68**

Owner Contribution - Owner has agreed to pay the difference between Approved Weatherization Grant Funding and Actual Cost as stated above.
** EOCE is covering these costs.

Print name: _____ Title: _____

Signature: _____ Date: _____

Exhibit A-1 to
Weatherization Funding Agreement
date between EOC and Elevation Lighting Services

Mountain View Apartments
SCOPE AND SEQUENCE OF WORK; FUNDING AMOUNT

Energy Effiecient Measures (EEM)

COMMON AREA LIGHTING - LED				
Tag	**QTY**	**Labor TOTAL**	**Material TOTAL**	**Total**
Surface Mount	**1**	$ -	$ 15.00	$ 15.00
Surface Mount	**6**	$ -	$ 90.00	$ 90.00
Recessed Light	**2**	$ -	$ 30.00	$ 30.00
Ceiling Wrap	**18**	$ -	$ 2,430.00	$ 2,430.00
			TOTAL COMMON AREA LIGHTING	**$ 2,565.00**
EXTERIOR LIGHTING - LED				
Tag	**QTY**	**Labor TOTAL**	**Material TOTAL**	**Total**
Wall Pack	**1**	$ -	$ 200.00	$ 200.00
Can Light	**2**	$ -	$ 100.00	$ 100.00
Jelly Jar	**1**	$ -	$ 15.00	$ 15.00
				$ 315.00
IN-UNIT - LED				
Tag	**QTY**	**Labor TOTAL**	**Material TOTAL**	**Total**
Surface Mount (screw-in)	**56**	$ -	$ 840.00	$ 840.00
Range Hood (screw-in)	**9**	$ -	$ 135.00	$ 135.00
Ceiling Wrap	**28**	$ -	$ 3,780.00	$ 3,780.00
Under Cabinets	**28**	$ -	$ 1,820.00	$ 1,820.00
TOTAL IN-UNIT LIGHTING				**$ 6,575.00**

Subtotal:	**$**	**9,455.00**
Additional Costs		
Shipping	$	500.00
Insurance:	$	-
Taxes:	$	-
Disposal Fee:	$	-
Bond:	$	-
Travel/Lodging	$	-
Per-Diem	$	-
TOTAL	**$**	**9,955.00**

Print Name:_____ **Date:** _____

Signature:_____

Exhibit A-1 to
Weatherization Funding Agreement
date between EOC and Alpha Mechanical

Mountain View Apartments

SCOPE AND SEQUENCE OF WORK; FUNDING AMOUNT

Health & Safety Measures				
	QTY	**Labor**	**Material**	**Total**
Panasonic FV-0511VQ1 Bath Fans	**30**	$ 8,140.00	$ 12,210.68	$ 20,350.68
Bosch 60K Air Handlers	**2**	$ 13,892.75	$ 17,642.75	$ 31,535.50
Renewaire 18Kw 240v Electric Duct Heaters	**2**	$ 5,633.59	$ 6,633.59	$ 12,267.18
			Sub-Total	**$ 64,153.36**

TOTAL:	**$ 64,153.36**

Print Name:_____ **Date:** _____

Signature:_____

Exhibit A-1 to
Weatherization Funding Agreement
date between EOC and Accurate Insulation

Mountain View Apartments

SCOPE AND SEQUENCE OF WORK; FUNDING AMOUNT

Energy Effiecient Measures (EEM)				
	QTY	Labor	Material	Total
Attic Insulation	30	$ 9,000.00	$ 21,000.00	$ 30,000.00
Air Sealing	30	$ 8,050.00	$ 3,450.00	$ 11,500.00
			Sub-Total	$ 41,500.00

TOTAL:	$ 41,500.00

Material Type:	Cellulose	
Final R-Value:	R60	
# Attics:	1	
# Attic Accesses:	1	

Print Name:_____ **Date:** _____

Signature:_____

Exhibit A-1
to
Weatherization Funding Agreement

September 25, 2025 between EOCE and Gunnison County Housing Authority

Mountain View Apartments

Energy Efficient Measures	**Vendor**
LED Lighting - Materials ONLY	Elevation Lighting Services
Attic Insulation and Air Sealing	Accurate Insulation

Health and Safety Measures	**Vendor**
EnergyStar Bath Fans	Alpha Mechanical Solutions LLC
Upgrade MAU to Heat Pumps with Electric Duct Heaters	Alpha Mechanical Solutions LLC

Note: Project costs are found on the following A-1 Exhibits for each respective contractor/party.

Exhibit B
to
Weatherization Funding Agreement

between EOCE, Property Owner, and Vendors

1.Energy Outreach Multi-Family General Inspection Form

2.Hydronic Boiler Replacement/Adjustment Final Inspection Form

3.Energy Outreach Multi-Family Insulation Inspection Form

4.Energy Outreach Multi-Family Lighting Inspection Form

5.Energy Outreach Multi-Family Refrigerator Inspection Form

Energy Outreach Multi-Family General Inspection Form

Property Name: _____

Building Number/Location: _____

Project Manager: _____ Inspection Date: _____

Contractor: _____

Job Start Date: _____ Job Completion Date: _____

Scope of Work:

_____

_____

_____

_____

EOC Approval:

Work Complete? (Y/N):_____ If no, what items are outstanding: _____

_____

_____

Payment approved? (Y/N):_____ If not, explain why: _____

_____

_____

Project Manager: _____

Signature: _____

Date: _____

HYDRONIC BOILER REPLACEMENT/ADJUSTMENT FINAL INSPECTION FORM

Customer:		**Contractor:**	
Address:		**Building Name:**	
Project Manager:		**Boiler Manufacturer/Model #:**	
Inspector:	**Final Inspection Date:**	**Serial #:**	
Inspector's Agency:		**Date Installed:**	

Instructions: Check box, enter test result or enter requested number as item is inspected or completed. Indicate "NA" if non-applicable.

Inspection/Adjustments

____ Installation information sticker *(installer name, phone number, date)*

____ Warranty and manual in envelope attached to the boiler cabinet or obtained by HA

____ Electrical: ___Working safety; switch in reach of boiler. ___Dedicated circuit and fused disconnect

____ Boiler elevated off floor

____ Gas Piping: _____ Sized for BTU's All Appliances _____ No Supply Leaks
_____ Sediment Trap Present _____ Shut-off Present

_____ Total Input Capacity (MBTU/hr): _____ Total Output Capacity (MBTU/hr): _____

____ Vent and air intake properly installed or barometric damper control operates properly: PMI

____ Check clearances of heating unit and its vent connector to nearby combustibles [Gas: International Fuel Gas Code (INGC) Oil: NFPA 311]

____ Installed: Record devices. Steps must be taken to prevent condensation in non-condensing units.

Air excluding device: _____ Automatic fill valve: _____ Mixing valves: _____

Backflow preventer: _____ Piping bypasses: _____ Other: _____

____ Condensate properly drained per local code and PMI

____ Expansion tank properly sized for system Tank size: _____ Tank air pressure: _____

Water test results received (Y/N): _____

Performance Testing (Enter test result or ✓blank, as applicable. Indicate 'NA' if non-applicable.)						
Steady State Efficiency Test						
SSE	O^2(%)	Flue CO (PPM)	Measured Flue CO_2(%)	Net Flue Gas Temp (°F)	Measured Flue Gas Draft (in H_2O)	PMI AFUE
Water Temperature		Supply F°:		Return F°:		
Temperature at Combustion Air Intake (If applicable) (°F)_____ Ambient Boiler room Temperature(°F):_____						
Modulating Firing Rate (If applicable):_____						
Boiler Type (Circle): Closed Combustion Power Combustion Atmospheric Combustion Condensing						

Inspection Notes: _____
_____
_____
_____
_____
_____
_____
_____
_____

I certify that the visual inspection and the performance tests were completed as indicated.

QA/QC Inspector's Signature_____ **Date**_____

I certify that the heating system was installed to my satisfaction on the date indicated.

Project Manager's Signature_____**Date**_____

Boiler Replacement Standards

Generally accepted ranges, excerpted from the “GEO Field Guide”.

Note: Always follow manufacturer’s specifications if they differ from listed specifications.

Table 1-1: Combustion Standards for Gas-Burning Equipment			
Gas Combustion Performance Indicator	**<75 AFUE**	**80+ AFUE**	**90+ AFUE**
Oxygen ($\%O_{2)}$	5-10%	4-9%	4-9%
Stack temperature (˚F)	350°-475°	325°-450°	90°-120°
Carbon monoxide (CO) parts per million (ppm)	≤ 100 ppm	≤ 100 ppm	≤ 100 ppm
Steady-state efficiency (SSE) (%)	68-74%	80-82%	92-97%
Gas Pressure (IWC)	3.2-4.0 IWC*	3.2-4.0 IWC*	3.2-4.0 IWC*
Propane pressure (IWC)	10-11 IWC*	10-11 IWC*	10-11 IWC*
Return Water Temperature (°F)	>130 (°F)	>130 (°F)	

Acceptable Draft Test Readings for Gas Appliances					
with Respect to Outdoor Temperature	**<20**	**21-40**	**41-60**	**61-80**	**>80**
pa.	-5	-4	-3	-2	-1
IWC.	-.02	-.016	-.012	-.008	-.004

Energy Outreach Multi-Family Insulation Inspection Form

*Mandatory for Insulation Retrofits

Property Name: _____ Building Number/Location: _____

Project Manager: _____ Contractor: _____

Job Start Date: _____ Job Completion Date: _____

Inspection Date: _____ Exterior Envelope Type: _____

Section A: Areas Insulated

Attic – Work performed in this area: Y or N

Previous R-Value:_____ Installed R-Value:_____ Sq ft: _____ # of Bags of Installed: _____

Type of Insulation: _____ Manufacturer: _____ New Baffles Installed? (Y/N):_____ If yes, how many? _____

Baffles - Plastic or Cardboard? _____ Visible Insulation Gauge? (Y/N):_____ Visible Depth Reading: _____

Number of Heat Shields/Collars Installed around Masonry Chimneys or B-Vent Flues (No Insulation Contact with Flue or Chimney): _____ If sheet metal is used, does a 3 inch gap between insulation and flue? (Y/N):_____

If knob & tube wiring present, insulation kept 3 inches from wiring with permanent barrier (Y/N/NA): _____

Attic access properly insulated and weather-stripped? (Y/N): _____ Method: _____ R-Value: _____

Insulation certificate by each attic access? (Y/N): _____ Attic Ventilation Not Compromised? (Y/N): _____ If yes, describe: _____

Walls – Work performed in this area: Y or N

Previous R-Value:_____ Installed R-Value:_____ Square feet: _____ Number of Bags of Installed: _____ Type of Insulation: _____ Manufacturer: _____ Lead Testing or Lead Safe Waiver: _____ Voltage Drop Test Performed (<10%): _____ Density Pack (Meets 3.5 lbs/sqft): _____ Contractor used blowing machine with minimum of 2.9 psi or 80 IWC (Y/N): _____ Fill Hole Location: Interior Hole_____ Exterior Hole_____ Top Plate Hole_____

Crawl Space – Work performed in this area: Y or N

Previous R-Value: _____ Installed R-Value: _____ Square feet: _____ Number of Bags of Installed: _____ Type of Insulation: _____ Manufacturer: _____ Foundation Type: _____

Rim Joist Insulated? (Y/N):_____

Vapor Barrier – Work performed in this area: Y or N

Joints overlapped 24" (Y/N): _____ Joints sealed (Y/N): _____ Sealed to foundation (Y/N): _____ Square feet: _____

Floors – Work performed in this area: Y or N

Previous R-Value: _____ Installed R-Value (Minimum R-19): _____ Square feet: _____

Type of Insulation: _____ Manufacturer: _____ Mechanically Supported? (Y/N): _____

Inches between insulation and sub-floor? (Y/N): _____ Vapor Barrier Facing Winter Warm Side? (Y/N): _____

Duct Insulation – Work performed in this area: Y or N

Installed R-Value (*R-8 currently required*): _____ Insulated only Supply Side? (Y/N): _____

Manufacturer: _____ Sealed with Mastic Prior to Insulating Ducts? (Y/N):_____

Heating/DHW Pipe Insulation – Work performed in this area: Y or N

Approximate Length of Pipe Insulation Installed: _____ Manufacturer: _____

Fiberglass Pipe Insulation (Minimum of R-5) Used (Y/N): _____ Butt and Sealed all Joints? (Y/N): _____

Tightly fitted? (Y/N): _____ Mitered All Corners? (Y/N): _____ 3" from any hot flue pipes? (Y/N): _____

Section B: Project Manager's Inspection Comments

General Comments: _____

_____

Describe any excess construction mess left by the contractor: _____

Section C: Confirmation Signature

I certify that this property is complete, that all measures and materials are installed correctly, and that the building complies with all Weatherization Assistance Program and the Governor's Energy Office Policies and Procedures.

Project Manager's Signature_____Date_____

Energy Outreach Multi-Family Lighting Inspection Form

*Mandatory for All Lighting Retrofits

Property Name: _____ Building Number/Location: _____

Project Manager: _____ Contractor: _____

Job Start Date: _____ Job Completion Date: _____

Inspection Date: _____

Section A: Installed Lighting Measures

In-Unit LEDs

of LEDs installed per unit: _____ # of LEDs per unit left for future use: _____

Common Area Lighting

Scope of work: _____

_____

Exterior Lighting

Scope of work: _____

_____

Exit Signs

LED Exit Sign Hardwired (Y/N): _____ # installed per floor of building: _____

Replaced Incandescent or Fluorescent: _____

New LED Exit Sign Installed (Y/N): ____ Location: _____Hardwired(Y/N): _____

Section B: Project Manager's Inspection Comments

General Comments: _____

_____

Describe any excess construction mess left by the contractor: _____

Section C: Confirmation Signature

I certify that the lighting retrofits were installed to my satisfaction on the date indicated.

Project Manager's Signature_____Date_____

PROPERTY NAME:

Unit #	Make / brand of existing fridge	Model # of existing fridge	Year or manufacture date	Serial # of existing fridge	Cubic Feet of existing fridge	Door Hinged On (L/R)	Verfication Method	Kitchen Aerator	Bathroom Aerator	Shower head	CO Detector	Notes				

Energy Outreach Multi-Family Window and Door Inspection Form

*Mandatory for All Window and Door Retrofits

Property Name: _____ Building Number/Location: _____

Project Manager: _____ Contractor: _____

Job Start Date: _____ Job Completion Date: _____

Inspection Date: _____ Exterior Envelope Type: _____

Section A: Replacement Windows/Storm Windows

Existing Glazing in Building (Single pane or double pane): _____

Existing window frames in property (vinyl, aluminum, etc.): _____

Total # of windows replaced: _____ U-Value: _____ Frame type of new windows: _____

Low-E: Y or N Solar Heat Gain Coefficient (SHGC): _____ Argon: Y or N

Manufacturer: _____ American Made: Y or N or Unknown

External Storm Windows:

Sashes fit tightly in their frames: Y or N # Installed: _____ Contractor Constructed: Y or N

Internal Storm Windows (Installed on Single Glazed Window Surfaces):

Installed: _____ Contractor Constructed: Y or N

Section B: Replacement Doors

Installed to Manufacturer's Specifications with all Required Hardware/Weather-stripping: Y or N

Notes: _____

Operates smoothly and latches securely: Y or N Notes: _____

If wood door, is it primed and sealed: Y or N Notes: _____

Section C: Project Manager's Inspection Comments

General Comments: _____

_____

Describe any excess construction mess left by the contractor: _____

Section D: Confirmation Signature

I certify that all windows and doors were installed to my satisfaction on the date indicated.

Project Manager's Signature_____Date_____

Exhibit C

To Weatherization Funding Agreement

Between EOCE, Property Owner, and Vendors

GRANT AGREEMENTS

(Provided Upon Request)

Exhibit D
to
Weatherization Funding Agreement

between EOCE, Property Owner and Vendors

CERTIFICATION STATEMENT REGARDING
UNAUTHORIZED IMMIGRANTS –
CRS §8-17.5-101 & 102 (HB 06-1343, SB 08-193)

By execution of the Agreement, Vendor certifies that it does not knowingly employ or contract with an unauthorized immigrant who will perform Work under this Agreement and that Vendor will comply with the following:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform the Work or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.

2. The Vendor certifies that it does not now knowingly employ or contract with an illegal alien who will perform Work under this Agreement, and that it will participate in either (i) the "E-verify Program" jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment, in order to confirm the employment eligibility of all employees who are newly hired to perform Work under this contract.

3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the EOC may terminate this Agreement for breach and the Vendor shall be liable for damages to EOC.

4. If the Vendor is a sole proprietor, he or she certifies that he or she is one of the following; (a) a United States citizen, (b) a Permanent Resident of the United States, or (c) lawfully present in the United States pursuant to Federal law.

Schedule 1
to
Weatherization Funding Agreement

between EOCE, Property Owner and Vendors

Legal Description of Property

LOTS 18-24, BLOCK 8, ORIGINAL GUNNISON

Schedule 2
to
Weatherization Funding Agreement

between EOCE, Property Owner and Vendors

Project Schedule

CONTRACTOR	MEASURES	ANTICIPATED COMPLETION
Elevation Lighting Services	LED Lighting - Materials ONLY	June 15, 2026
Alpha Mechanical Solutions LLC	Upgrade MAU to Heat Pumps with Electric Duct Heaters EnergyStar Bath Fans	June 15, 2026
Accurate Insulation	Attic Insulation and Air Sealing	June 15, 2026
		June 15, 2026
		June 15, 2026
		June 15, 2026

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WEATHERIZATION FUNDING AGREEMENT
BETWEEN
ENERGY OUTREACH COLORADO EFFICIENCY LLC,
VENDORS, AND PROPERTY OWNER
(the "Agreement")

Mountain View Apartments

EFFECTIVE DATE: June 6, 2025 (the "Effective Date")

COMPLETION DATE: June 1, 2026 (the "Substantial Completion Deadline")

June 12, 2026 (the "Final Completion Deadline")

PARTIES:

Energy Outreach Colorado Efficiency, LLC
Attention: Luke Ilderton, Executive Director
Telephone: (303) 226-5059
Facsimile: (303) 825-0765
E-Mail : lilderton@energyoutreach.org

Property Owner: Gunnison County Housing Authority Address: 200 E. Virginia Ave., Gunnison, CO 81230 Contract Signer: Matthew Birnie Email: mbirnie@gunnisoncounty.org Telephone: 970-641-0248 ("Property Owner")	
Vendor: Gunnison Windows Address: 401 S Main St, Gunnison, CO 81230 Contract Signer: Patrick Willrodt Email: mountainwindows1@gmail.com Telephone: 970-641-2844 ("Vendor")	**Vendor: Mueller Construction** Address: P.O Box 7100, Gunnison CO 81230 Contract Signer: Kenneth Mueller Email: kmuconst@gmail.com Telephone: (817) 528-8812 ("Vendor")

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This Agreement is executed by and among Energy Outreach Colorado Efficiency (EOCE), Property Owner and, collectively, jointly, and severally, the Vendors named above, which are referred to herein as the "Vendor" as of the Effective Date.

RECITALS

A.EOCE, as a wholly owned subsidiary of Energy Outreach Colorado, a Colorado nonprofit corporation, exempt from taxation under Internal Revenue Coe § 501(c)(3) ("EOC"), is a funding recipient of certain grant agreements with the State of Colorado Energy Office ("CEO") and is authorized to distribute funds identified by CEO to provide weatherization enhancements to qualified residential facilities. EOCE, as a funding recipient, acts in an administrative role to reimburse Vendor for the cost of performing weatherization enhancements, but is not, by virtue of administrating the funds, providing construction advice or expertise.

B.Property Owner has submitted a complete Colorado Energy Office Multi-Family Weatherization Assistance Program Application ("Application"), which is incorporated herein by reference, and seeks to have Vendor perform certain weatherization enhancements to the Improvements on the Property (as those terms are defined below). EOCE has approved Property Owner's Application and conducted an energy audit of the Improvements using the DOE's Savings-to-Investment ratio (SIR) modeling software. The modeling software and EOCE's Energy Auditors have identified and prioritized potential weatherization enhancements.

C.Vendor has participated in EOCE's procurement and request for proposal process and was selected to provide weatherization enhancement Work on behalf of Property Owner in exchange for payment from EOCE for the cost of weatherization enhancements.

D.The parties have agreed to enter into this Agreement to address the rights, obligations, and requirements necessary for Property Owner to receive the weatherization enhancements funds provided by EOCE, administered by EOCE, and performed by Vendor.

AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **PROPERTY.** Property Owner seeks weatherization enhancements and Vendor agrees to perform said weatherization enhancements to the Improvements located at the street address of 317 N Spruce St #111, Gunnison, CO 81230, more commonly known by the facility name of Mountain View Apartments (the "Property").

2. **DESIGNATED REPRESENTATIVE**.

(a) Each party shall establish a designated representative who is authorized to act on behalf of that party and who is the single point of contact for communication with other parties ("Representative"). Each party shall notify all others if the Representative changes.

(b) The "EOCE Representative" is Max Kaye.

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(c) The "Vendor Representative" is as set forth above.

(d) The "Property Owner Representative" is as set forth above.

3. **DEFINITIONS.**

(a) ***Specific Definitions.*** In addition to the terms defined above and elsewhere in this Agreement, the following capitalized terms shall have the meanings respectively assigned to them:

"Approved Change Order" means any written change order submitted by Vendor for a change in the Work that has been accepted, in writing, by Property Owner, EOCE, and Vendor.

"Approved Recycled Materials" means materials approved under the 10 C.F.R. Part 440, Appendix A, Standards for Weatherization Materials.

"Commissioning Agent" means a party hired by Property Owner to ensure maximum energy efficiency is achieved.

"Contract Sum" means the sum of the Funding Amount plus Contribution Amount, subject to increase or decrease by an Approved Change Order.

"Contribution Amount" means that portion of the Contract Sum to be paid by Property Owner for the Work as described in Section 10(l) hereof, subject to increase or decrease by an Approved Change Order.

"Cost of the Work" means Vendor's actual cost of labor, materials, and other costs directly attributed to the Work and includes all overhead, profit, and general conditions costs.

"Debarment" means any action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds, pursuant to the provisions of 31 U.S.C. 6101, note, Executive Order 12549, Executive Order 12689, 48 C.F.R. 9.404, and each agency's codification of the common rule for non-procurement, suspension and debarment.

"DOE" means the U. S. Department of Energy.

"Exhibit A" means Exhibit A to this Agreement, which contains the description and sequence of the Work and Funding Amount.

"EOCE Inspection" means the inspection EOCE performs to determine whether the Work is in general conformance with this Agreement.

"Final Completion" has the meaning given to it in Section 12(q) hereof.

"Force Majeure Event" means any Act of God, unprecedented weather event, act of war, terrorism, riot, or other event beyond the reasonable control of Vendor, unforeseeable and not due to the acts, errors or omissions of Vendor or its subcontractors or suppliers at any level.

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"Funding Amount" means the maximum amount of money EOCE may pay for the Work identified in Exhibit A, subject to increase or decrease by Approved Change Order.

"Inspection by CEO" means the inspection CEO performs to determine that the Work is in compliance with Federal requirements.

"Grant Agreement CTGG1 EFAA 25-0256" means the Grant Agreement EOCE signed with CEO, and effective as of July 1, 2024.

"Hazardous Material" is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal or cleanup.

"Improvements" means the equipment, buildings, and fixtures on the Property subject to weatherization enhancements.

"Income Qualified Property" means property meeting the conditions of the Grant Agreements, Exhibit A, Section III.1.1.

"Payment" means EOCE's money payment to Vendor of the Cost of the Work, in an amount not exceeding the Funding Amount, to Vendor.

"Payment Request" means Vendor's request for Payment.

"PMI" means "per manufacturer's instructions."

"Preparatory Repair" means the repairs required to be complete before the Work may commence.

"Repairs" means labor or materials expended to fix defects identified during EOCE or CEO Inspection.

"Synopsis" means a summary of the Work.

"Tenant" means individuals or families residing on the Property.

"Term" of this Agreement is the period of time between the Effective Date and Final Completion.

"Work" means the scope of work, described in Exhibit A and Exhibit A-1, that Vendor shall perform.

4. **RELATIONSHIP OF PARTIES.** No provision of this Agreement is intended or deemed to create any relationship between the Parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. None of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employee, representative, joint venturer, or partner of the other.

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5. **INTERPRETATION.** In construing this Agreement, (i) the singular includes the plural and vice versa, (ii) "include" or "including" means including without limiting the generality of any description preceding such term, (iii) the word "or" is not exclusive, (iv) references to this Agreement or Sections or paragraphs of this Agreement refer to this entire Agreement including all exhibits attached hereto, which are incorporated herein by this reference, as the same may be amended from time to time, and (v) references to law, code, or statute, means reference to the most updated version, as may be amended from time to time. If any contradiction, discrepancy, ambiguity, or inconsistency between the terms of this Agreement and the terms of any other incorporated document or exhibit, the parts of this Agreement shall have the following precedence, in descending order:

(a) referenced State or Federal Statute or Code provisions;

(b) referenced provisions in the Grant Agreements;

(c) this Agreement; and

(d) exhibits to this Agreement.

For purposes of this Agreement, the term "Contract Documents" means and refers to this Agreement, the Grant Agreements, all plans, and specifications for the Work to be performed by Vendors and its subcontractors at any level, and all exhibits, schedules, and other attachments to this Agreement.

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. Capitalized terms used in this Agreement but not defined herein shall have the meanings given them in the other Contract Documents. To the extent Vendor becomes aware of any direct conflict or inconsistency between any of the Contract Documents, the Vendor shall immediately notify the Property Owner and EOCE and their respective representatives that clarification has been requested. Conflicts or discrepancies among the Contract Documents shall be resolved in the following order of priority: (1) this Agreement and all related addenda, exhibits, schedules, and other attachments thereto; (2) amendments and revisions of later date take precedence over those of earlier dates; (3) Supplementary Conditions, if any; (4) the General Conditions, if any; (5) Drawings and Specifications: Drawings govern Specifications for quantity and location and Specifications govern Drawings for quality and performance. In the event of ambiguity in quality or quantity, the greater quantity and quality shall govern; and (6) bigger dimensions govern scale dimensions and large-scale Drawings govern small scale Drawings.

6. **COMPUTATION OF PERIOD OF DAYS.** In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday ("Holiday"), such deadline shall be extended to the next day that is not a Saturday, Sunday, or Holiday.

7. **TIME.** Time is of the essence. Vendor shall perform its Work in accordance with the Project schedule attached hereto as **Schedule No. 2** and incorporated herein by this reference. No deviation from the Project schedule shall be permitted unless the same has been approved in writing pursuant to an Approved Change Order or is the result of a Force Majeure Event.

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8. **COMPLIANCE WITH GRANT AGREEMENTS.**

(a) CEO and EOC Colorado have entered into Grant Agreements. These documents and their respective exhibits will be provided to anyone upon request and hereto and collectively incorporated herein by reference ("Grant Agreements").

(b) Property Owner and Vendor shall be bound to EOCE by all terms of the Grant Agreements, and assume all the obligations and responsibilities that EOCE has assumed under the Grant Agreements, including but not limited to the following sections of the Grant Agreements:

(1) Section 3 (D): CEO Weatherization Rules and Regulations;

(2) Section 6: Statement of Work;

(3) Section 9: Grantee Records;

(4) Section 10: Confidential Information – State Records;

(5) Section 11: Conflicts of Interest;

(6) Section 12: Representations and Warranties;

(7) Section 13 (B): Insurance (Sub-Grantees) and (C): Certificates;

(8) Section 15: Remedies (only to the extent consistent with this Agreement);

(9) Section 17: Rights in Data, Documents, and Computer Software;

(10) Section 18: Governmental Immunity;

(11) Section 21: Colorado Special Provisions;

(12) Any further Exhibits to Grant Agreement CTGG1 EFAA 25-0256; Statement of Work to Grant CTGG1 EFAA 25-0256 between CEO and EOC and/or EOCE

(c) Neither Property Owner nor Vendor is entitled to the rights provided to EOC Colorado and/or EOCE in the Grant Agreements. Property Owner and Vendor are entitled only to the rights provided by this Agreement.

9. **PROPERTY OWNER'S REPRESENTATIONS AND WARRANTIES.** Property Owner represents and warrants that:

(a) all representations and warranties made in the Application are true, correct, and complete, and will be true, correct, and complete at Final Completion;

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(b) the execution, delivery, and performance of this Agreement has been approved by all necessary parties, and Property Owner has, or shall have at the time the Work is performed, all governmental approvals required hereunder.

10. **PROPERTY OWNER'S OBLIGATIONS**

(a) ***Compliance with Laws and Regulations.*** Performance under the terms of this Agreement shall be designed and delivered in compliance with all federal statutes and regulations, administrative codes and policies, and local ordinances and policies including, but not limited to, the following:

(1) *Privacy Act of 1974.* Property Owner shall comply with the Privacy Act of 1974 and shall not maintain or distribute any information about any individual in a manner that would violate the provision. Property Owner waives any notice and opportunity to cure any breach of this section, which may be grounds for immediate termination. There may be times when non-employees, members of the media or other interested parties may visit a weatherization in-progress or completed unit. A confidentiality release form is required from the Tenant to allow visitor access to the Tenant.

(2) *Discrimination/Sexual Harassment.* Property Owner shall comply with the applicable portions of Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d et. seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et. seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.

(b) ***Cooperation in Procurement.*** EOCE will be responsible for selecting Vendors to perform the Work. However, EOCE may need assistance from Property Owner with procurement, which Property Owner shall not unreasonably withhold such assistance.

(c) ***Cooperation with Reporting.*** EOCE may require additional reporting from Property Owner not identified in this Agreement and Property Owner shall fully cooperate with EOCE to comply with reporting obligations that arise after the parties execute this Agreement.

(d) ***Access to Work.*** Property Owner shall fully cooperate with Vendor in providing access to those portions of the Property necessary for Vendor to accomplish the Work and for EOCE and CEO to conduct inspections and do so in a manner that does not reasonably interfere with the Tenants.

(e) ***Maintenance; Operation; Training.*** Property Owner shall maintain and operate the weatherization enhancements in conformance with all relevant codes and best practices, and train its staff and Tenants, if applicable, on the proper operation and maintenance of installed equipment. EOCE shall provide educational resources to Property Owner and Tenants on energy conservation and proper operations and maintenance of new equipment, but Property Owner shall be solely responsible for all operations, maintenance, and training.

(f) ***Synopsis.*** Property Owner shall provide notice to all Tenants of Work that is expected to be performed on the Property, and an expected schedule of the Work, within 30 days

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after the Effective Date. Property Owner shall immediately provide the same notice to all Tenants who begin renting before the completion of the Work.

(g) ***Common Areas.*** Property Owner shall conspicuously post in a communal area (i) an EPA-lead safe renovation poster and (ii) the Synopsis.

(h) ***Income Qualified Status Maintained.*** The Property Owner shall ascertain that the Property is not converted, or attempted to be converted, to a non-Income Qualified Property, during the Term of this Agreement.

(i) ***Occupancy.*** Within 180 days after Final Completion, Property Owner shall take reasonable efforts to ensure Tenant occupancy of any dwelling units that Property Owner has previously identified as "vacant-eligible" for eligibility determination purposes.

(j) ***Rent.*** As referenced in this Section, "Rent" means the Tenant's monthly payment to Property Owner (non-subsidized housing) or the contract rent (subsidized housing), and "Rent Increase" means an increase, within 12 months after Final Completion, in the amount of Rent paid by a Tenant or Prospective Tenant.

(1) Property Owner shall not increase the Rent amount as a result of the Work, except if the Property Owner performs improvements other than the Work completed on or after the date of this Agreement and which directly benefit the Tenants.

(2) Property Owner shall notify EOCE of all Rent Increases and complaints filed by a Tenant resulting from a Rent Increase; and

(3) Property Owner shall maintain and operate the completed Work at no cost to the tenant. The foregoing notwithstanding, each tenant at the Property shall remain obligated to pay rental under its lease with Property Owner as and when the same becomes due and payable.

(k) ***Conditions upon Property Sale.*** If the Property is sold within two years after Final Completion, Property Owner shall assign the obligations contained in this Agreement to the Property's purchaser and provide notice to EOCE and Tenants of the purchaser's agreement to comply with this Agreement. If within two years after Final Completion, Property Owner enters into an agreement to sell the Property, Property Owner shall immediately provide notice to EOCE. If the terms of any such agreement conflicts with this Agreement, the provisions of this Agreement shall govern.

(l) ***Property Owner's Contributing Payment for the Work***. Property Owner's obligation, if any, to pay for any portion of the Work is included in Exhibit A1: "Approval Request Document" ("Contribution Amount"). If applicable, EOCE shall forward the Vendor's Request for Payment along with EOCE's invoice to the Property Owner for the Property Owner's payment. Property Owner shall pay to EOCE the Contribution Amount, less any required retainage or other amounts properly withheld by Property Owner, within 10 business days of Property Owner's receipt of the Vendor's Request for Payment.

(m) ***Property Owner's Tax Obligations.*** Property Owner shall pay all taxes and duties however designated, including all use, rental, receipt, personal property, value added, and

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other taxes, that may be levied or assessed in connection with Property Owner's possession, receipt, or use of the weatherization enhancement Work performed on the Property.

(n) ***Lead-Based Paint.*** For Improvements constructed before 1978, Property Owner shall, in coordination with EOCE Representatives, provide each Tenant with EPA brochure titled: "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools." Prior to commencement of the Work, Property Owner shall obtain signatures from all Tenants verifying receipt of the EPA brochure and deliver copies of the signature pages to EOCE at the time of signing this Agreement.

(o) ***Owner Walk Away.*** If at any time during the construction process, Property Owner decides against proceeding under this Agreement, Property Owner shall be responsible for compensating Vendor for all work performed and expenses incurred as of such date (the "Walk Away Date"). Vendor shall provide Property Owner will a detailed list of all work performed, and all expenses incurred as of the Walk Away Date. Any dispute as to amount due to the Vendor by Property Owner under this Section shall be resolved by EOCE, with EOCE making the final determination of the amount due. Such determination shall be made in good faith in a commercially reasonable manner.

11. **VENDOR'S REPRESENTATIONS AND WARRANTIES**. Vendor hereby, and at all times during the performance of the Work, represents and warrants to Property Owner and EOCE that:

(a) Vendor is competent and properly qualified and trained to perform the Work and possesses the requisite skill, knowledge, personnel, and expertise to perform the Work in accordance with best industry practices;

(b) Vendor is financially solvent, able to pay its debts as they mature and has sufficient working capital to perform its obligations under this Agreement;

(c) Vendor is a duly formed and existing entity and is authorized to do business in the State of Colorado. Vendor must be able to provide a Certificate of Good Standing from the State of Colorado Secretary of State Office for the entirety of the contract;

(d) Vendor is properly certified and licensed by all governmental and quasi-governmental authorities with jurisdiction, and shall continue to be so certified and licensed at all times during performance of the Work;

(e) To the best of its knowledge and belief, Vendor and its principals are not debarred;

(f) Vendor's execution and delivery of this Agreement and performance of the Work, is within its duly authorized powers;

(g) Vendor is, and all times shall be and remain, in compliance with and perform the Work in conformance with all health and safety, environmental and other laws, rules, regulations, building codes and ordinances applicable to the Property Owner, the Property and/or the Vendor's Work thereon; and will at all times perform the Work in a safe manner that does not unreasonably interfere with the Tenants use and enjoyment of the Property.

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12. **VENDOR'S OBLIGATIONS**

(a) ***Performance of the Work.*** Vendor shall supply all materials, tools, and labor necessary to complete the Work according to the specifications and sequence specified in Exhibit A and Exhibit A-1, in a good and professional like manner using its best skill and attention, free from defects and in compliance with all applicable laws, regulations, building codes, and ordinances. Vendor shall perform and complete the Work with due diligence in accordance with the Project schedule, and as may be modified by Approved Change Order. Vendor shall take all necessary actions required to remedy any delay resulting from its own or its subcontractors' actions or omissions, including, without limitation, providing additional forces to perform the Work or working overtime. Any additional costs incurred as a result thereof in excess of the Contract Sum shall be the responsibility of Vendor. If any delay on the part of Vendor or anyone directly or indirectly employed by it, or anyone for whose acts it is liable results in any claim by third parties against Property Owner arising out of such delay, Vendor shall pay, satisfy, and discharge all losses, damages, and expenses arising out of such claims, including attorneys' fees. Vendor acknowledges that in establishing the Contract Sum, Vendor will include sufficient overtime work to achieve Substantial Completion and Final Completion as defined herein, and no change in the Contract Sum shall be sought or allowed for overtime performance in the Work.

(b) ***Compliance with Laws and Regulations.*** Performance under the terms of this Agreement shall be delivered in compliance with all federal and state statutes and regulations, administrative codes and policies, and local ordinances and policies, including but not limited to the following:

(1) *Privacy Act of 1974.* Vendor shall comply with the Privacy Act of 1974 and shall not maintain or distribute any information about any individual in a manner that would violate the provision. Vendor waives any notice and opportunity to cure any breach of this section, which may be grounds for immediate termination. There may be times when non-employees, members of the media or other interested parties may visit a weatherization in-progress or completed unit. A confidentiality release form is required from the Tenant to allow visitor access to the Tenant.

(2) *Discrimination/Sexual Harassment.* Vendor shall comply with the applicable portions of Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d et. seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et. seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.

(3) *Equal Employment Opportunity Clause.* Where applicable, Vendor shall comply with the applicable portions of the Equal Opportunity Clause as provided in 10 C.F.R. 600, Appendix A to Subpart B of Part 600 – Contract Provisions.

(4) *Occupational Health and Safety Act (OSHA).* Vendor shall comply with the applicable provisions of the Occupational Health and Safety Act provided at 29 C.F.R. 1910 and 1926.

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(5) *Contract Work Hours and Safety Standards Act.* Where applicable, Vendor shall comply with the applicable provisions of the Contract Work Hours and Safety Standards Act provided at 40 U.S.C. 327-330.

(6) *Standards for Weatherization Materials*. All materials must comply with 10 C.F.R. 400 Appendix A: Materials Standards.

(c) ***Lead-Based Paint.*** For Improvements constructed before 1978, Vendor shall (1) obtain certification in Lead-Based Paint Renovation, and (2) meet or exceed all EPA Lead-Safe Renovation requirements and processes in accordance with Lead-Safe weatherization regulations contained at 40 C.F.R. 745 Subpart D and E.

(d) ***Training.*** All Vendors and Subcontractors shall attend weatherization training. EOCE shall notify Vendor for training location and schedule. Vendor shall be responsible for its Subcontractors attending training.

(e) ***Permits.*** Unless otherwise set forth in this Agreement, Vendor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work. Vendor shall provide such permits to EOCE prior to beginning is work under this Agreement, in order to receive the initial payment.

(f) ***Insurance.*** Vendor shall procure and maintain the following types and limits of insurance, issued by a company approved by EOCE and Property Owner, at all times during the Term of Agreement.

(i) Commercial General Liability with minimum limits as follows: (a) $1,000,000 each occurrence; (b) $1,000,000 general aggregate; and (c) $50,000 any one fire. The policy shall name Property Owner, CEO, and EOCE as additional insured and include a waiver of subrogation in favor of Property Owner, CEO, and EOCE. The additional insured endorsement must provide products/completed operations hazard insurance to the additional insured and contain an extended reporting period of not less than eight years following Substantial Completion of the Work. Vendor warrants that no prior claims have impaired the limits of insurance required under this provision. Vendor further warrants that it will replenish any impaired limits so that the full amount of insurance required under this provision is available for any claims arising out of Vendor's work.

(ii) Workers' Compensation/Employer's Liability Insurance: Workers' Compensation Insurance with the statutory limits to cover full liability under Colorado's Workers' Compensation laws. Vendor shall obtain and maintain $1,000,000 per occurrence Employer's Liability or Stop-Gap coverage. The policy shall include a waiver of subrogation in favor of Property Owner and EOCE. Vendor expressly represents to the Property Owner and EOCE, as a material representation upon which such parties are relying in entering into this Agreement, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Vendor executes this Agreement.

(iii) Automobile Liability Insurance: Automobile Liability Insurance with a minimum limit of $1,000,000 each accident combined single limit for all owned, hired and non-

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owned vehicles used by Vendor in performing services under this Agreement. The policy shall name as Property Owner and EOCE as additional insured and include a waiver of subrogation in favor of Property Owner and EOCE.

(iv) Vendor's Tools and Equipment: Vendor shall maintain first-party insurance for all of its and its subcontractors' equipment and tools used in performing services under this Agreement. Such insurance will contain a waiver of subrogation in favor of Property Owner and EOCE.

(v) Protected Information (CYBER) Liability insurance covering all loss of State Confidential Information, such as PII, Tax Information, and claims based on alleged violations of privacy rights through improper use of disclosure of protected information with minimum limits as follows: (a) $1,000,000 each occurrence (b) $2,000,000 general aggregate.

(vi)Documentation of Insurance: Vendor shall obtain and maintain the above insurance at all times during the term of the Agreement with Property Owner and EOCE. All policies evidencing the required insurance coverage shall be issued by insurance companies satisfactory to Property Owner and EOCE but in no circumstance can the insurance company have a Best rating lower than A-. Evidence of insurance can be provided under an ACORD Certificate of Insurance. The certificate must acknowledge additional insured coverage with completed operations in favor of Property Owner and EOCE and acknowledge that Vendor's insurers have agreed to waive subrogation against Property Owner and EOCE. Upon reasonable notice, Vendor agrees to provide a complete copy of its insurance policy or policies within 10 business days. Subcontractor's Insurance. Vendor shall require evidence of insurance substantially the same as required of Vendor from each of its subcontractors who is performing the Work prior to the commencement of work by each such subcontractor.

(g) ***Recycle.*** Vendor shall appropriately recycle all appliances and provide an official certificate of recycling or receipt for specified energy efficiency measures which include refrigerators, air conditioning units, fluorescent lamps and PCB containing magnetic ballasts.

(h) ***Performance Bond and Labor and Materials Bond.*** Vendor shall secure and post a Payment Bond and a Performance Bond, each in the amount of one hundred percent (100%) of the Funding Amount as provided in *Exhibit A*. All bonds must be secured within (5) days of request from EOCE. Such bonds shall be issued by a surety company authorized to do business in the State of Colorado and the cost of all such bonds shall be included in the Cost of the Work. Property Owner and EOCE shall both be listed as dual obligee beneficiaries under such payment and performance bonds and such bonds shall remain in effect for at least a period of one (1) year following Substantial Completion of the Work.

(i) ***Cooperation.*** EOCE may require additional reporting from Vendor not identified in this Agreement. Vendor shall cooperate with EOCE to comply with reporting obligations that arise after the parties execute this Agreement.

(j) ***Superintendent.*** Vendor shall furnish from Vendor's employment force an experienced and qualified Superintendent to be on-site at all times such subcontractors are performing their Work to oversee the performance of any such subcontractor's Work, which Superintendent shall have a satisfactory employment history with Vendor and who shall be subject

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to the approval of Property and EOCE. Vendor shall furnish Property Owner and EOCE with a resume of such Superintendent outlining such individual's qualifications and experience. If Property Owner and EOCE are not satisfied with such individual at any time, Vendor shall replace such Superintendent at no additional cost or expense to Property Owner and EOCE with another individual to whom Property Owner and EOCE have no objection. Notwithstanding the use of a subcontractor for such on-site construction work, Vendor shall remain responsible to Property Owner and EOCE for the complete performance of the duties and obligations of Vendor as contained in the subcontract documents.

(k) ***Warranty.*** Warrantees will be required to be submitted at completion of project prior to final payment. Vendor warrants to the EOCE and Property Owner that the materials and equipment furnished under this Agreement will conform to the requirements of this Agreement and will be of good quality and new (except for certain Recycled Materials as provided in this Agreement), that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Agreement. Work, materials, or equipment not conforming to these requirements may be considered defective. The Vendor shall promptly correct Work rejected by EOCE and/or Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for EOCE's and Property Owner's consultants' services and expenses made necessary thereby, shall be at the Vendor's expense.

(l) ***Confidentiality.*** Confidential Information refers to any and all information, regardless of whether kept in a document, in an electronic storage medium, or in Vendor's memory, and includes but is not limited to all data, compilations, programs, devices, strategies, concepts, ideas, and methods concerning or related to: EOCE and/or Property Owner's financials, operations, compensation, strategic plans, names and identities of any and all of Agency and/or Client's tenants, personnel information, and the cost or overhead associated with the goods and services.

(m) In addition to Vendor's obligations under Section 12(k) hereof, if, within one year after the date of Substantial Completion of the entire Work and acceptance of the Work by the Property Owner, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents or fails to perform properly, the Vendor shall correct it promptly at the Vendor's sole cost, risk, and expense after receipt of notice from the Property Owner to do so. The Vendor agrees that with respect to any corrective work which affects life safety issues, as reasonably determined by the Property Owner, the Vendor shall respond to the Property Owner's notice and commence the corrective work as quickly as is possible, but in any event within 24 hours, irrespective of whether such 24-hour period occurs on a weekend or legal holiday. All other corrective work will commence within seven days after receipt of notice from the Property Owner. If the Vendor fails to undertake required corrective work within the applicable foregoing period of time or fails to complete corrective work after such work has been initiated, then in either such event, the Property Owner shall have the right but not the obligation, to complete such corrective work. In such event, the Vendor shall reimburse the Property Owner upon demand for all costs and expenses incurred by the Property Owner in completing the subject corrective work together with an administrative fee equal to 10% of the

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costs and expenses so incurred by the Property Owner. The Vendor shall diligently and continuously proceed with the completion of all corrective work, and all such work shall be performed so as to minimize, to the extent reasonably practicable, disruption of the Property Owner's and its tenants' use, occupancy, and enjoyment of the Property. This obligation under this Section 12(m)(1) shall survive acceptance of the Work under this Agreement and termination of this Agreement. The Property Owner shall give such notice promptly after discovery of the condition.

(1) The Vendor shall bear the cost of repairing destroyed or damaged construction, or damage to the Property, as a result of such construction, whether completed or partially completed, caused by the Vendor or the Vender's subcontractors' work, or caused by the Vendor's correction or removal of any work which is not in accordance with the requirements of the Contract Documents.

(2) If the Vendor fails to correct nonconforming Work within a reasonable time, the Property Owner may correct it at Vendor's sole cost and expense.

(3) The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

(4) The one-year period for correction of Work with regard to specific defective Work shall be extended for a period of time equal to the period commencing on the date of Substantial Completion and ending on the date that such defective Work was finally corrected.

(5) Notwithstanding anything to the contrary contained herein, nothing contained in this Section 12(l) shall limit, reduce, or otherwise modify Vendor's liability for defective construction under applicable Colorado law.

(n) ***Substantial Completion.*** Vendor shall achieve Substantial Completion of all Work on or before June 1, 2026 (the "Substantial Completion Deadline"). Vendor shall notify EOCE within 24 hours after achieving Substantial Completion of any portion of Work. Vendor has achieved "Substantial Completion" when:

(1) The Work (or discrete portions of the Work) has progressed to a level of completion that allows EOCE to perform the EOCE Inspection and such Work is complete and usable by Property Owner and its tenants for its intended purposes;

(2) Vendor has completed and passed all inspections, other than the EOCE Inspection, as required by local building code;

(3) All temporary certificates of occupancy and other temporary governmental approvals required to be issued in connection with the portion of the Work then completed have been issued by the applicable governmental authorities;

(4) Vendor has substantially completed all reporting obligations contained in the Grant Agreements;

(5) Vendor has submitted the Payment Request; and

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(6) Any and all damage to the Property caused by the construction, the Vendor or the Vender's subcontractors or supplies has been remedied by the Vendor and inspected to the satisfaction of EOCE and owner.

(o) ***EOCE Inspection***. Within 14 days following Substantial Completion, EOCE (or a party working on EOCE's behalf) shall inspect the Work. Vendor may be required to attend the EOCE Inspection. The EOCE Inspection shall proceed according to the forms attached in Exhibit B, as follows.

(1) Energy Outreach Multi-Family General Inspection Form

(2) Hydronic Boiler Replacement/Adjustment Final Inspection Form

(3) Energy Outreach Multi-Family Insulation Inspection Form

(4) Energy Outreach Multi-Family Lighting Inspection Form

(5) Unit Inspection Form

(p) During the EOCE Inspection, EOCE, in consultation with the Property Owner, Commissioning Agent (if any) and Vendor, shall prepare a punch list (the "Punch List") of incomplete or defective work remaining to be completed or corrected by Vendor prior to Final Completion, payment of the final application for payment and release of all retainage. The Punch List will include any damages that must be remedied as a result of construction. Such Punch List shall be signed by Property Owner, EOCE, and Vendor. Property Owner and EOCE's acceptance of such Punch List shall not be deemed a waiver of other defective work or relinquishment or waiver of Property's Owner's and/or EOCE's rights and remedies hereunder.

(q) ***Final Completion.*** Vendor shall achieve Final Completion by the Final Completion Deadline. Final Completion is achieved once all of the following conditions have been satisfied:

(1) Vendor's Work has passed EOCE Inspection, and all Punch list items have been completed by Vendor and accepted by Property Owner and EOCE;

(2) Vendor has delivered to Property Owner all as-built plans for the Work, the project manual for the Work and all project related warranties and owner's manuals;

(3) A permanent certificate of occupancy or equivalent has been issued by the city of Gunnison and county of Gunnison, Colorado or other governmental agency having jurisdiction over the Work and Property;

(4) Final unconditional lien waivers and releases in form and content acceptable to the Property Owner and EOCE have been executed by Vendor and all subcontractors and suppliers at any level providing labor or materials to the Property and the same delivered to EOCE and Property Owner; and

(5) All required commissioning deemed necessary by Property Owner and/or EOCE has been completed by the Commissioning Agent and Commissioning Agent has issued a report in form and content acceptable to Property Owner and EOCE confirming that all

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systems and equipment installed by Vendor and its subcontractors and suppliers at any level are in proper working order and meeting the required performance specifications for such systems and equipment.

(r) ***CEO Inspection.*** In addition to the EOCE Inspection, at some point after Substantial Completion, CEO (or a party working on CEO's behalf) may inspect the Work according to the forms in all attached Exhibits, as described above. Property Owner and EOCE shall attend CEO Inspection.

(s) ***DOE Inspection***. In addition to the other inspections described in this Agreement, at some point after Substantial Completion, DOE (or a party working on DOE's behalf) may inspect the Work. Vendor need not attend the DOE Inspection.

(t) ***Inspection Related Repairs.*** Vendor shall promptly correct, at its sole expense, any Work found not compliant by the EOCE Inspection or CEO Inspection.

(u) ***Damages to Property.*** Vendor shall promptly remedy, at Vendor's expense, any and all damages to Property, as defined in Section 1, its fixtures and appurtenances, caused in whole or in part by Vendor or anyone directly or indirectly employed by Vendor.

(v) ***Cooperation with Commissioning Agent.*** As part of Vendor's Work hereunder and at no additional cost or expense to Property Owner or EOCE, Vendor shall coordinate its Work with the work undertaken by the Commissioning Agent and shall attend meetings with the Commissioning Agent as may be necessary to confirm that all equipment and systems installed by Vendor as part of its Work hereunder is in proper working order and meeting the efficiency specifications for such equipment and systems.

13. **PAYMENT TO VENDOR; CHANGE ORDERS**

(a) ***Payment Amount.*** In accordance with this section, EOCE shall pay Vendor an amount equal to the Contract Sum.

(b) ***Condition Precedent for Payment.*** Passing the EOCE Inspection for any completed Work (or portion thereof) is a condition precedent for Payment. Accordingly, no Payment shall be made to Vendor if Vendor fails to pass the EOCE Inspection. Further, EOCE may withhold Payment until corrections in Vendor's performance are satisfactorily made and completed, and no Payment shall be made to Vendor if Vendor cannot satisfactorily perform the Work.

(c) ***Maximum Payment Amount.*** Regardless of the Cost of the Work, total payments made to Vendor shall not exceed the Contract Sum, unless amended by Approved Change Order. Further, Vendor shall not be entitled to any additional compensation for repairs performed as a result of failed inspection, Vendor's negligence, defects in the Work or other causes resulting from the Vendor's acts, errors, or omissions.

(d) ***Payment Request and Lien Waiver.*** Once Vendor has passed the EOCE Inspection as to any portion of the Work for which a Payment Request is being made, Vendor may submit to EOCE a Payment Request which shall contain:

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(1) Appropriate reference to the Property's address, unit numbers served.

(2) An itemized list of all Work covered in the Payment Request.

(3) All documentation necessary to demonstrate Vendor's Cost of the Work, for example, invoices, statements, receipts, subcontractor contracts, or payments, and timecards. Vendor shall separately list its labor and materials cost.

(4) Final conditional and unconditional lien waivers from Vendor, all subcontractors, suppliers, and other person(s) who have supplied materials or labor to the Property.

(5) Signature by signee to this Agreement, certifying that all information is complete and accurate to the best of their knowledge.

(e) ***Payment.*** EOCE and Property Owner will review Payment Requests upon receipt. If Vendor has satisfied all Conditions Precedent for Payment and its Payment Request complies with this Agreement, subject to amounts retained, as described below, EOCE shall issue payment to Vendor. EOCE shall issue Payment within 30 days of the day EOCE, and Property Owner determine the Payment Request complies with this Agreement.

(f) ***Retainage.*** The EOCE will withhold as retainage from each Payment Request submitted by Vendor and approved by Property Owner and EOCE an amount equal to five percent (5%) of the amount of such Payment Request until Final Completion. Upon achieving Final Completion, EOCE shall pay Vendor the retainage amount within 30 days of achieving same.

(g) ***Change Orders.*** Notwithstanding the foregoing, the parties may agree that additional funding, above the Contract Sum, is necessary to complete the Work. Change orders may be negotiated and approved, but only when due to unforeseen circumstances, concealed conditions, or acts of nature. The parties shall negotiate change order amounts, and EOCE, shall make final determinations, in its sole discretion whether and how much additional funding by EOCE is necessary to complete the Work. All other aspects of any Approved Change Order, such as, but not limited to, types or amounts of equipment or timing of the Work or additional sums to be paid or contributed by the Property Owner, shall, in each case, require Property Owner's prior written consent, which may be withheld in Property Owner's sole and absolute discretion. EOCE's decision regarding change orders to be funded by it shall be at its sole discretion and is final. If approved by EOCE and Property Owner, as applicable, EOCE may fund Approved Change Orders pursuant to this Section. Vendor expressly waives all other rights and claims regarding change orders. Without limiting the generality of the foregoing, Property Owner, at its sole cost and expense, may engage a Commissioning Agent or other professional engineer to evaluate the load requirements of the boiler systems to be installed as part of Vendor's Work under this Agreement and may require that further engineering and design work be performed to maximize the efficiency of such boiler systems. No such work shall be undertaken without EOCE's and Vendor's input and approval, as evidenced by a written Approved Change Order executed by Property Owner, Vendor and EOCE.

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(h) ***Property Owner's Limit of Liability.*** Notwithstanding anything to the contrary contained herein, Owner's liability to Vendor for payment of any portion of the Cost of the Work shall be limited solely to the Contribution Amount, and in no event or circumstance whatsoever shall Property Owner ever be obligated to pay to Vendor or its subcontractors or materials suppliers at any level any portion of the Contract Sum consisting of the Funding Amount or any other amount or sum agreed to be funded by EOCE, it being understood and agreed by Vendor that in the event EOCE wrongfully withholds payment of any sums otherwise due and payable hereunder, Vendor shall look solely to the assets of EOCE and not to the Property or other assets of Property Owner. Vendor agrees to include the foregoing provision in all subcontracts entered into by it with any subcontractor or materials supplier for any portion of the Work.

14. VENDOR – SUBCONTRACTING. Subject to the conditions contained in this Agreement, Vendor may hire Subcontractors to perform the Work. Vender shall notify EOCE in writing of its usage of any subcontractors. EOCE must confirm and accept the use of the subcontractor. Vendor shall remain fully liable for the acts, errors, and omissions of all of its subcontractors at any level. Vendor shall assure that the design of all subcontractors retained by it is fully coordinated with and into the design of all other design or engineering professionals providing services to the Project so as to assure that the Project and Vendor's Work is free from gaps, overlaps, inconsistencies, and interferences. Each agreement of the Vendor with any subcontractor shall be in writing and shall be assignable to the Property Owner without the consent of the subcontractor. Each of the subcontract agreements shall also require each subcontractor to discharge for the benefit of the Property Owner all of those responsibilities with respect to the work of such subcontractor that the Vendor agrees to discharge hereunder toward the Property Owner, including without limitation, the provisions of indemnification of the Property Owner (Sections 16(a) and 22(b) of this Agreement), maintaining of insurance in the amounts and coverage required of the Vendor hereunder (Section 12(f) of this Agreement), compliance of the Vendor's work with laws, codes and ordinances (Sections 12(a) and 12(b) of this Agreement), and warranty obligations (Section 12(l) of this Agreement). Prior to being paid the Final Payment in its entirely Vendor shall provide the following documents to EOCE: proof of payment of the subcontractor(s) and lien waiver releases from each subcontractor. Failure to provide such documentation will result in a 5% retainage being withheld until such time as all documents are received. If the Vendor requires the use of a subcontractor, the subcontractor needs to provide proof of insurance, General Liability ($1,000,000 each occurrence, $1,000,000 general aggregate, and $50,000 fire), $1,000,000 auto, $1,000,000 workers compensation; COIs for EOCE and CEO listed as certificate holders, with the Property and Property Owner listed as additional insured.

15. **VENDOR – SAFETY OF PERSONS AND PROPERTY.** While this section establishes the responsibility of safety between EOCE and Vendor, it 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 applicable laws and regulations.

(a) ***Safety Precautions and Programs.*** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. Vendor shall also take reasonable precautions and provide reasonable protection to ensure the safety of, and to prevent damage, injury or loss, to: (1) persons performing the Work and other persons who may be affected; (2) the Work and materials and equipment to be incorporated in the Work, whether those materials and equipment are stored on or off the site, under care, custody and control of the Vendor or the Vendor's Subcontractors; and

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(3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

(b) ***Compliance with Safety Rules and Regulations.*** Vendors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

16. **VENDOR – LIENS**

(a) **Liens and Encumbrances.** In consideration of EOCE entering into this Agreement and to the extent permitted by law, Vendor agrees that no liens shall be filed or maintained against the Property by Vendor or its subcontractors or suppliers. If any of Vendor's subcontractors or suppliers records a lien on the Property after Payment by EOCE to Vendor, Vendor shall immediately satisfy, remove, or discharge the lien at its own expense by bond (in accordance with C.R.S. § 38-22-131), payment or otherwise. EOCE and Property Owner shall each have the right at any time, without notice to or opportunity to cure by Vendor, in addition to all other rights and remedies provided under this Agreement or by law, to cause such lien or claim to be satisfied, removed, discharged by whatever means EOCE or Property Owner chooses, at Vendor's sole cost and expense, including without limitation, legal fees. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND SAVE HARMLESS EOCE AND PROPERTY OWNER FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, AND ACTIONS BROUGHT OR JUDGMENTS RENDERED, AND FROM AND AGAINST ANY AND ALL LOSS, DAMAGES, LIABILITY, COSTS AND EXPENSES, INCLUDING LEGAL FEES, WHICH EOCE OR PROPERTY OWNER MAY INCUR AS A RESULT OF ANY MECHANICS' LIEN FILING.

ADDITIONAL PROVISIONS CONCERNING PROPERTY OWNER AND VENDOR

17. **HEALTH, SAFETY, AND HAZARDOUS MATERIALS REPAIRS.** If Vendor or Property Owner encounter or observe a hazardous material or substance, the Vendor or Property Owner shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to all other Parties in writing. EOCE reserves all rights afforded to it under this Agreement with respect to deciding whether to proceed with the Work. EOCE shall investigate the condition and determine the appropriate course of action.

18. **RECORDS.**

(a) Property Owner shall maintain accurate and detailed books and records documenting all aspects of its obligations under this Agreement (the "Records") and shall retain the Records for a period of three years after Final Completion or termination of the Work. EOCE may extend this deadline by notice to Property Owner. Upon reasonable notice, EOCE may review, inspect, copy, and audit the Records. If Property Owner ceases business operations during the required retention period, Property Owner shall notify EOCE and make the Records available to EOCE for copying at the EOCE's expense.

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(b) Vendor shall maintain accurate and detailed books and records documenting all aspects of its obligations under this Agreement (the "Records") and shall retain the Records for a period of three years after Final Completion or termination of the Work. EOCE may extend this deadline by notice to Property Owner. Upon reasonable notice, EOCE may review, inspect, copy, and audit the Records. If Vendor ceases business operations during the required retention period, Vendor shall notify EOCE and make the Records available to EOCE for copying at the EOCE's expense.

(c) EOCE shall have the right to inspect and copy the Records at any time upon reasonable Notice to Vendor or Property Owner.

(d) EOCE shall maintain accurate and detailed books and records documenting all aspects of its obligations under this Agreement (the "EOCE Records") and shall retain the EOCE Records for a period of three years after Final Completion or termination of the Work. Owner may extend this deadline by notice to EOCE. Upon reasonable notice, Owner may review, inspect, copy, and audit the EOCE Records. If EOCE ceases business operations during the required retention period, EOCE shall notify Property Owner and make the EOCE Records available to Property Owner for copying at the Property Owner's expense.

EOCE'S AND PROPERTY OWNER'S RIGHTS

19. **TERMINATION AND REMEDIES.**

In addition to EOCE's and Property Owner's rights and remedies afforded to it by law and this Agreement, EOCE and Property Owner have the following rights and remedies:

(a) ***EOCE's Early Termination for Convenience or Public Interest.*** EOCE may terminate this Agreement at any time for its own convenience or to further the public interest upon notice to Property Owner's or Vendor's Designated Representative. If EOCE terminates this Agreement under this paragraph, it shall pay Vendor for approved Work in progress according to the percentage complete, all as determined by EOCE in its sole discretion, and which shall not exceed the Funding Amount.

(b) ***Terminating Vendor for Cause.*** If EOCE or Property Owner terminates Vendor from this Agreement for cause, neither EOCE nor Property Owner shall have any obligation to pay Vendor for any Work performed, and Vendor shall return any Payments previously paid by EOCE or Property Owner to Vendor. Vendor must return the Property to its original state or reimburse Property Owner for any damage caused. EOCE and Property Owner may each terminate Vendor from this Agreement for cause if:

(1) Vendor commits a material breach of this Agreement, and such breach is not cured within five days after EOCE or Property Owner, as applicable, provides Vendor notice of the breach;

(2) Vendor stops or neglects the Work for more than ten (10) consecutive business days;

(3) Vendor misrepresented information provided to EOCE or Property Owner.

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(c) ***Terminating Property Owner for Cause.*** If EOCE terminates Property Owner from this Agreement for cause, EOCE shall have no obligation to provide any Weatherization Enhancements for Property Owner's benefit. In addition, Property Owner, not EOCE, shall pay Vendor for all Work performed, and Property Owner waives all rights and warranties, express or implied, to Work performed at the Property. EOCE may terminate Property Owner from this Agreement for cause if:

(1) Property Owner commits a monetary material breach of this Agreement and the same remains uncured for a period of 10 days following Property Owner's receipt of written notice thereof from EOCE or, with regard to non-monetary breaches, Property Owner commits a material nonmonetary breach of this Agreement, and (except as provided in this Agreement) such breach is not cured within 30 days (but no longer than the Substantial Completion Date) after EOCE provides Property Owner written notice of such nonmonetary breach;

(2) Property Owner fails to provide access to the areas of Work, and such breach is not cured within five days after Vendor or EOCE provides Property Owner written notice of the breach;

(3) Property Owner has materially misrepresented information provided to EOCE.

20. **EOCE'S DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, EOCE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR RESULTS THAT MAY BE OBTAINED FROM THE WORK. ANY INSPECTION, APPROVAL, OR PAYMENT BY EOCE OF THE WORK IS FOR THE SOLE BENEFIT OF EOCE AND VENDOR AND PROPERTY OWNER SHALL HAVE NO RIGHT TO RELY ON EOCE'S EFFORTS AND INSTEAD SHALL RELY ON ITS OWN EXPERTISE AND INSPECTION IN CONFIRMING THE WORK CONFORMS WITH THIS AGREEMENT. EOCE SHALL HAVE NO RESPONSIBILITY FOR THE WORK OR ITS PERFORMANCE. ALL MANUFACTURER'S WARRANTIES ON INSTALLED EQUIPMENT SHALL BE ASSIGNED TO THE PROPERTY OWNER UPON PROJECT COMPLETION.

Notwithstanding the foregoing limitations and disclaimers in this Section 20, EOCE hereby represents and warrants to Property Owner and Vendor as follows:

(a) The Funding Amount has been fully appropriated by applicable governmental authorities and disbursed to EOCE, EOCE is presently in possession of the Funding Amount and the same is presently unencumbered and available to EOCE for use in connection with the funding of the Work described herein and subject to no claims, rights of offset or other restrictions or limitations that would impair its ability to disburse the Funding Amount as and when required pursuant to this Agreement;

(b) The party executing this Agreement on behalf of EOCE has been duly authorized to do so and this Agreement constitutes the valid and binding obligation of EOCE, enforceable against it in accordance with its terms

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(c) The representations and warranties of EOCE contained in Section 20(a) and 20(b) above shall survive the termination of this Agreement and completion of the Work described herein.

(d) EOCE will prepare and submit all applicable rebates to the appropriate utility. All utility rebates will be applied to project costs and any remaining rebate funds will be applied to the owner's contribution to the project.

21. **LIMITATION OF LIABILITY AND WAIVER OF DAMAGES.** EOCE shall not be liable to Property Owner or Vendor for, and Property Owner and Vendor release EOCE from, liability for (a) loss of use, cost of capital, or loss of profit or other similar consequential or incidental damages; (b) existing or future health and safety violations; or (c) punitive or exemplary damages. The foregoing limitations and releases shall be effective irrespective of the theory upon which liability is based, including breach of contract, negligence, strict liability, or any other legal theory.

22. **INDEMNIFICATION; EOCE'S INSURANCE OBLIGATIONS.**

(a) ***References.*** As used in this Section, references to EOCE shall include, CEO, the State of Colorado, and the U.S. Department of Energy and their respective affiliates, the successors and assigns, and the officers, directors, shareholders, members, partners, employees, contractors, and agents, their affiliates, and their respective successors and assigns.

(b) ***Vendor's Indemnification Obligations.*** To the extent permitted by law, Vendor shall indemnify, protect and defend EOCE, EOC, and Property Owner from and against all liability, demands, claims, actions, causes of action,, assessments, losses, fines, penalties, costs, damages, and expenses, including reasonable legal and expert fees and expenses (each a "Loss" and collectively, "Losses") resulting from or arising out of any claim made against EOCE, EOC, or Property Owner by a third party, which claim results from Vendor's performance of the Work or any breach or default by Vendors of its representations, warranties, covenants, duties and other obligations under this Agreement and the other Contract Documents. The indemnification required herein is unaffected by the existence of any insurance procured and maintained by the vendor in accordance with Section 12 (f) of the Agreement.

(c) ***EOCE's Indemnification Obligations.*** To the extent permitted by law, EOCE shall indemnify, protect and defend Property Owner from and against all liability, demands, claims, actions, causes of action, assessments, losses, fines, penalties, costs, damages, and expenses, including reasonable legal and expert fees and expenses (each a "Loss" and collectively, "Losses") resulting from or arising out of any claim made against Property Owner by a third party, which claim results from EOCE's negligent acts, errors, or omissions; provided, however, that such indemnity shall at all times be limited to the amount of liability insurance required to be maintained by EOCE pursuant to this Agreement.

(d) ***Property Owner's Indemnification Obligations.*** To the extent permitted by law, Property Owner shall indemnify EOCE and EOC from and against all liability, demands, claims, actions, causes of action, assessments, losses, fines, penalties, costs, damages, and expenses, including reasonable legal and expert fees and expenses (each a "Loss" and collectively, "Losses") resulting from or arising out of any claim made against EOCE by a third party, which claim results from Property Owner's gross negligence or willful misconduct.

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(e) ***EOCE Insurance Obligations***. EOCE shall maintain at all times during the term of this Agreement commercial liability insurance in amounts, containing the coverages, and otherwise on the same terms and conditions required of Vendor pursuant to Sections 12(f)(i), (ii) and (iii) of this Agreement, in each case for the benefit of Property Owner, and EOCE hereby makes to Property Owner the same representations and warranties required of Vendor to Property Owner and EOCE in such Sections. EOCE shall also provide evidence of such insurance coverages in accordance with the requirements of the paragraph entitled, "Documentation of Insurance" appearing in Section 12.

(f) ***Indemnification Procedure.*** The parties shall give each other prompt written notice and information in their possession concerning any claim that could result in a Loss. In performing their indemnity obligations hereunder, each party shall have the right to assume the settlement in the defense of any suit or suits or other legal proceedings brought to enforce all such Losses and shall pay all judgments entered in any such suit or other legal proceedings.

GENERAL PROVISIONS

23. **GOVERNMENTAL IMMUNITY**. 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, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq* or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq*.

24. **TITLES AND GROUPINGS.** The titles given to the sections of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the sections of this Agreement and of EOCE's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions.

25. **NOTICES.** All notices and other communications 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 electronic mail, by fax, by courier, or by certified mail, postage prepaid, return receipt requested, to the receiving party at the address shown on the first page of this Agreement 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, in the case of personal delivery, electronic mail, or telecopy, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of courier.

26. **ASSIGNMENT.** The parties may not assign, by operation of law or otherwise, any rights or delegate any obligations under this Agreement without the prior written consent of the other party; provided, however, that (i) Vendor may contract portions of the Work as necessary or desirable to perform the Work as provided herein, (ii) any party hereto may assign its rights to a successor entity in the event of a merger, acquisition, sale of all or substantially all of such party's assets or the business to which this Agreement relates, reorganization, restructuring, or other similar transaction. Any assignment in violation of this provision is void.

27. **NO JOINT VENTURE.** The parties are independent entities, and nothing in this Agreement shall be deemed to cause an agency, joint venture, or partnership between them.

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28. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns.

29. **THIRD PARTIES.** Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than the parties to this Agreement, any legal or equitable right, remedy, or claim under this Agreement. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

30. **AMENDMENT AND WAIVER.** This Agreement may be amended only by a writing executed by EOCE, Property Owner, and Vendor. A party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

31. **SEVERABILITY.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

32. **GOVERNING LAW/VENUE.** Colorado law shall apply. All suits, action or proceedings related to this Agreement shall be held in the State of Colorado and the exclusive venue shall be in the City of Denver and County of Denver.

33. **CUMULATIVE REMEDIES.** The remedies set forth in this Agreement are not exclusive, and either party shall be entitled to any other remedy available under applicable law or at equity, all of which shall be cumulative.

34. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

35. **ATTORNEYS' FEES.** In the event of any claim, controversy or dispute involving this Agreement, its interpretation or enforcement, the prevailing party in such claim, controversy or dispute shall be awarded its reasonable attorneys' fees and costs, including any attorneys' fees and costs of any associated appeal.

36. **JOINT AND SEVERAL LIABILITY.** Each entity signing on behalf of Vendor shall be jointly and severally liable for the payment, observance, and performance of all of Vendor's representations, warranties, covenants, duties, indemnities, and other obligations under this Agreement and the other Contract Documents.

37. **SURVIVAL.** The terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

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38. **CONSTRUCTION.** This Agreement has been negotiated by each party and their respective legal counsel; legal or equitable principles that might require the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

39. **COUNTERPARTS AND FACSIMILE 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 signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

[signature page to follow]

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The parties have executed this Agreement as of the Effective Date.

Mountain View Apartments

EOCE: ENERGY OUTREACH COLORADO EFFICIENCY, LLC Sign: DocuSigned by: Luke Ilderton 96F4602E769D4FC... Name: Luke Ilderton Title: Executive Director	**PROPERTY OWNER: Gunnison County Housing Authority** Sign: Signed by: Matthew Birnie DE57D9EBAE8C463... Name: Matthew Birnie Title: Executive Secretary
VENDOR: Gunnison Windows Sign: Signed by: Patrick Willrodt 939AF813DD55453... Name: Patrick Willrodt Title: Owner	**VENDOR: Mueller Construction** Sign: Signed by: 0B220FD963D249C... Name: KENNETH MUELLER Title: Owner

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Exhibit A-1 to
Weatherization Funding Agreement
June 6, 2025 between EOC and Gunnison County Housing Authority

Mountain View Apartments

Energy Efficient Measures	**Vendor**
Fiberglass Windows	Gunnison Windows
Window Installation	Mueller Construction

Note: Project costs are found on the following A-1 Exhibits for each respective contractor/party.

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Exhibit A-1 to
Weatherization Funding Agreement
June 6, 2025 between EOC and Gunnison County Housing Authority

Moutain View Apartments

SCOPE OF WORK/VENDOR TO COMPLETE WORK

Energy Efficient Measures	SIR Cost	WAP Grant Funding	Owner Contribution Paid to EOC	Owner Contribtuion Paid to Meuller Construction
Window Upgrade Throughout Property	$213,034.76	$131,052.84	$81,981.92	$50,555.68
Sub-Total	**$213,034.76**	**$131,052.84**	**$81,981.92**	**$50,555.68**
TOTAL COSTS	**$213,034.76**	**$131,052.84**	**$81,981.92**	**$50,555.68**

Owner Contribution - Owner has agreed to pay the difference between Approved Weatherization Grant Funding and Actual Cost as stated above.
** EOCE is covering these costs.

Print name: Matthew Birnie Title: Executive Secretary

Signed by:
Signature: Matthew Birnie DF57D9FBAE8C463... Date: 6/18/2025

Docusign Envelope ID: 83D4AFEB-065C-42E9-84F4-AFB6F63284BA

Exhibit A-1 to
Weatherization Funding Agreement
date between EOC and Gunnison Windows

Mountain View Apartments

SCOPE AND SEQUENCE OF WORK; FUNDING AMOUNT

Energy Effiecient Measures (EEM)

WINDOWS				
Tag	**QTY**	**Labor TOTAL**	**Material TOTAL**	**Total**
In-Unit Windows	**125**	$ -	$ 112,400.00	$ 112,400.00
Tempered Entryway	**2**	$ -	$ 2,749.94	$ 2,749.94
Community Room	**4**	$ -	$ 5,035.56	$ 5,035.56
Entryway	**1**	$ -	$ 1,113.44	$ 1,113.44

TOTAL	**$ 121,298.94**

Print Name: Patrick Willrodt _____ **Date:** 6/18/2025 _____

Signature: Signed by: Patrick Willrodt 920AF613D25E453... _____

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Exhibit A-1 to
Weatherization Funding Agreement
date between EOC and Mueller Construction

Mountain View Apartments

SCOPE AND SEQUENCE OF WORK; FUNDING AMOUNT

Energy Effiecient Measures (EEM)

WINDOWS				
Tag	**QTY**	**Labor TOTAL**	**Material TOTAL**	**Total**
Window Installation	**132**	$ 142,500.00	$ -	$ 142,500.00

TOTAL	**$ 142,500.00**

Print Name: KENNETH MUELLER _____ **Date:** 6/18/2025 _____

Signature: Signed by: 0B220FD983D249C... _____

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Exhibit B
to
Weatherization Funding Agreement

between EOCE, Property Owner, and Vendors

1. Energy Outreach Multi-Family General Inspection Form
2. Hydronic Boiler Replacement/Adjustment Final Inspection Form
3. Energy Outreach Multi-Family Insulation Inspection Form
4. Energy Outreach Multi-Family Lighting Inspection Form
5. Energy Outreach Multi-Family Refrigerator Inspection Form

Docusign Envelope ID: 83D4AFEB-065C-42E9-84F4-AFB6F63284BA

Energy Outreach Multi-Family General Inspection Form

Property Name: _____

Building Number/Location: _____

Project Manager: _____ Inspection Date: _____

Contractor: _____

Job Start Date: _____ Job Completion Date: _____

Scope of Work:

_____

_____

_____

_____

EOC Approval:

Work Complete? (Y/N):_____ If no, what items are outstanding: _____

_____

_____

Payment approved? (Y/N):_____ If not, explain why: _____

_____

_____

Project Manager: _____

Signature: _____

Date: _____

Docusign Envelope ID: 83D4AFEB-065C-42E9-84F4-AFB6F63284BA

HYDRONIC BOILER REPLACEMENT/ADJUSTMENT FINAL INSPECTION FORM

Customer:		**Contractor:**	
Address:		**Building Name:**	
Project Manager:		**Boiler Manufacturer/Model #:**	
Inspector:	**Final Inspection Date:**	**Serial #:**	
Inspector's Agency:		**Date Installed:**	

Instructions: Check box, enter test result or enter requested number as item is inspected or completed. Indicate "NA" if non-applicable.

Inspection/Adjustments

____ Installation information sticker *(installer name, phone number, date)*

____ Warranty and manual in envelope attached to the boiler cabinet or obtained by HA

____ Electrical: ___Working safety; switch in reach of boiler. ___Dedicated circuit and fused disconnect

____ Boiler elevated off floor

____ Gas Piping: _____ Sized for BTU's All Appliances _____ No Supply Leaks
_____ Sediment Trap Present _____ Shut-off Present

_____ Total Input Capacity (MBTU/hr): _____ Total Output Capacity (MBTU/hr): _____

____ Vent and air intake properly installed or barometric damper control operates properly: PMI

____ Check clearances of heating unit and its vent connector to nearby combustibles [Gas: International Fuel Gas Code (INGC) Oil: NFPA 311]

____ Installed: Record devices. Steps must be taken to prevent condensation in non-condensing units.

Air excluding device: _____ Automatic fill valve: _____ Mixing valves: _____

Backflow preventer: _____ Piping bypasses: _____ Other: _____

____ Condensate properly drained per local code and PMI

____ Expansion tank properly sized for system Tank size: _____ Tank air pressure: _____

Water test results received (Y/N): _____

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Performance Testing (Enter test result or ✓blank, as applicable. Indicate 'NA' if non-applicable.)						
Steady State Efficiency Test						
SSE	O^2(%)	Flue CO (PPM)	Measured Flue CO_2(%)	Net Flue Gas Temp (°F)	Measured Flue Gas Draft (in H_2O)	PMI AFUE
Water Temperature		Supply F°:		Return F°:		
Temperature at Combustion Air Intake (If applicable) (°F)_____ Ambient Boiler room Temperature(°F):_____						
Modulating Firing Rate (If applicable):_____						
Boiler Type (Circle): Closed Combustion Power Combustion Atmospheric Combustion Condensing						

Inspection Notes: _____
_____
_____
_____
_____
_____
_____
_____
_____

I certify that the visual inspection and the performance tests were completed as indicated.

QA/QC Inspector's Signature_____ **Date**_____

I certify that the heating system was installed to my satisfaction on the date indicated.

Project Manager's Signature_____**Date**_____

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Boiler Replacement Standards

Generally accepted ranges, excerpted from the “GEO Field Guide”.

Note: Always follow manufacturer’s specifications if they differ from listed specifications.

Table 1-1: Combustion Standards for Gas-Burning Equipment			
Gas Combustion Performance Indicator	**<75 AFUE**	**80+ AFUE**	**90+ AFUE**
Oxygen (%$O_{2)}$	5-10%	4-9%	4-9%
Stack temperature (˚F)	350°-475°	325°-450°	90°-120°
Carbon monoxide (CO) parts per million (ppm)	≤ 100 ppm	≤ 100 ppm	≤ 100 ppm
Steady-state efficiency (SSE) (%)	68-74%	80-82%	92-97%
Gas Pressure (IWC)	3.2-4.0 IWC*	3.2-4.0 IWC*	3.2-4.0 IWC*
Propane pressure (IWC)	10-11 IWC*	10-11 IWC*	10-11 IWC*
Return Water Temperature (°F)	>130 (°F)	>130 (°F)	

Acceptable Draft Test Readings for Gas Appliances					
with Respect to Outdoor Temperature	**<20**	**21-40**	**41-60**	**61-80**	**>80**
pa.	-5	-4	-3	-2	-1
IWC.	-.02	-.016	-.012	-.008	-.004

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Energy Outreach Multi-Family Insulation Inspection Form

*Mandatory for Insulation Retrofits

Property Name: _____ Building Number/Location: _____

Project Manager: _____ Contractor: _____

Job Start Date: _____ Job Completion Date: _____

Inspection Date: _____ Exterior Envelope Type: _____

Section A: Areas Insulated

Attic – Work performed in this area: Y or N

Previous R-Value:_____ Installed R-Value:_____ Sq ft: _____ # of Bags of Installed: _____

Type of Insulation: _____ Manufacturer: _____ New Baffles Installed? (Y/N):_____ If yes, how many? _____

Baffles - Plastic or Cardboard? _____ Visible Insulation Gauge? (Y/N):_____ Visible Depth Reading: _____

Number of Heat Shields/Collars Installed around Masonry Chimneys or B-Vent Flues (No Insulation Contact with Flue or Chimney): _____ If sheet metal is used, does a 3 inch gap between insulation and flue? (Y/N):_____

If knob & tube wiring present, insulation kept 3 inches from wiring with permanent barrier (Y/N/NA): _____

Attic access properly insulated and weather-stripped? (Y/N): _____ Method: _____ R-Value: _____

Insulation certificate by each attic access? (Y/N): _____ Attic Ventilation Not Compromised? (Y/N): _____ If yes, describe: _____

Walls – Work performed in this area: Y or N

Previous R-Value:_____ Installed R-Value:_____ Square feet: _____ Number of Bags of Installed: _____ Type of Insulation: _____ Manufacturer: _____ Lead Testing or Lead Safe Waiver: _____ Voltage Drop Test Performed (<10%): _____ Density Pack (Meets 3.5 lbs/sqft): _____ Contractor used blowing machine with minimum of 2.9 psi or 80 IWC (Y/N): _____ Fill Hole Location: Interior Hole_____ Exterior Hole_____ Top Plate Hole_____

Crawl Space – Work performed in this area: Y or N

Previous R-Value: _____ Installed R-Value: _____ Square feet: _____ Number of Bags of Installed: _____ Type of Insulation: _____ Manufacturer: _____ Foundation Type: _____

Rim Joist Insulated? (Y/N):_____

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Vapor Barrier – Work performed in this area: Y or N

Joints overlapped 24" (Y/N): _____ Joints sealed (Y/N): _____ Sealed to foundation (Y/N): _____ Square feet: _____

Floors – Work performed in this area: Y or N

Previous R-Value: _____ Installed R-Value (Minimum R-19): _____ Square feet: _____

Type of Insulation: _____ Manufacturer: _____ Mechanically Supported? (Y/N): _____

Inches between insulation and sub-floor? (Y/N): _____ Vapor Barrier Facing Winter Warm Side? (Y/N): _____

Duct Insulation – Work performed in this area: Y or N

Installed R-Value (*R-8 currently required*): _____ Insulated only Supply Side? (Y/N): _____

Manufacturer: _____ Sealed with Mastic Prior to Insulating Ducts? (Y/N):_____

Heating/DHW Pipe Insulation – Work performed in this area: Y or N

Approximate Length of Pipe Insulation Installed: _____ Manufacturer: _____

Fiberglass Pipe Insulation (Minimum of R-5) Used (Y/N): _____ Butt and Sealed all Joints? (Y/N): _____

Tightly fitted? (Y/N): _____ Mitered All Corners? (Y/N): _____ 3" from any hot flue pipes? (Y/N): _____

Section B: Project Manager's Inspection Comments

General Comments: _____

_____

Describe any excess construction mess left by the contractor: _____

Section C: Confirmation Signature

I certify that this property is complete, that all measures and materials are installed correctly, and that the building complies with all Weatherization Assistance Program and the Governor's Energy Office Policies and Procedures.

Project Manager's Signature_____Date_____

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Energy Outreach Multi-Family Lighting Inspection Form

*Mandatory for All Lighting Retrofits

Property Name: _____ Building Number/Location: _____

Project Manager: _____ Contractor: _____

Job Start Date: _____ Job Completion Date: _____

Inspection Date: _____

Section A: Installed Lighting Measures

In-Unit LEDs

of LEDs installed per unit: _____ # of LEDs per unit left for future use: _____

Common Area Lighting

Scope of work: _____

_____

Exterior Lighting

Scope of work: _____

_____

Exit Signs

LED Exit Sign Hardwired (Y/N): _____ # installed per floor of building: _____

Replaced Incandescent or Fluorescent: _____

New LED Exit Sign Installed (Y/N): ____ Location: _____Hardwired(Y/N): _____

Section B: Project Manager's Inspection Comments

General Comments: _____

_____

Describe any excess construction mess left by the contractor: _____

Section C: Confirmation Signature

I certify that the lighting retrofits were installed to my satisfaction on the date indicated.

Project Manager's Signature_____Date_____

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PROPERTY NAME:

Unit #	Make / brand of existing fridge	Model # of existing fridge	Year or manufacture date	Serial # of existing fridge	Cubic Feet of existing fridge	Door Hinged On (L/R)	KWH Usage Verfication Method	KWH Usage (KWH/yr)	Cost Effective Analysis Tool	Make / brand of new fridge	KWH Usage of new fridge	Model # of new fridge	Price of new fridge	SIR	Inspection Date	Inspector

Project Manager Signature: _____ Date: _____

Docusign Envelope ID: 83D4AFEB-065C-42E9-84F4-AFB6F63284BA

Energy Outreach Multi-Family Window and Door Inspection Form

*Mandatory for All Window and Door Retrofits

Property Name: _____ Building Number/Location: _____

Project Manager: _____ Contractor: _____

Job Start Date: _____ Job Completion Date: _____

Inspection Date: _____ Exterior Envelope Type: _____

Section A: Replacement Windows/Storm Windows

Existing Glazing in Building (Single pane or double pane): _____

Existing window frames in property (vinyl, aluminum, etc.): _____

Total # of windows replaced: _____ U-Value: _____ Frame type of new windows: _____

Low-E: Y or N Solar Heat Gain Coefficient (SHGC): _____ Argon: Y or N

Manufacturer: _____ American Made: Y or N or Unknown

External Storm Windows:

Sashes fit tightly in their frames: Y or N # Installed: _____ Contractor Constructed: Y or N

Internal Storm Windows (Installed on Single Glazed Window Surfaces):

Installed: _____ Contractor Constructed: Y or N

Section B: Replacement Doors

Installed to Manufacturer's Specifications with all Required Hardware/Weather-stripping: Y or N

Notes: _____

Operates smoothly and latches securely: Y or N Notes: _____

If wood door, is it primed and sealed: Y or N Notes: _____

Section C: Project Manager's Inspection Comments

General Comments: _____

_____

Describe any excess construction mess left by the contractor: _____

Section D: Confirmation Signature

I certify that all windows and doors were installed to my satisfaction on the date indicated.

Project Manager's Signature_____Date_____

Docusign Envelope ID: 83D4AFEB-065C-42E9-84F4-AFB6F63284BA

Exhibit C
to
Weatherization Funding Agreement

between EOCE, Property Owner, and Vendors

GRANT AGREEMENTS

(Provided Upon Request)

Docusign Envelope ID: 83D4AFEB-065C-42E9-84F4-AFB6F63284BA

Exhibit D
to
Weatherization Funding Agreement

between EOCE, Property Owner, and Vendors

CERTIFICATION STATEMENT REGARDING UNAUTHORIZED IMMIGRANTS – CRS §8-17.5-101 & 102 (HB 06-1343, SB 08-193)

By execution of the Agreement, unless otherwise specified by the Program Manager to ensure that State of Colorado funds are used, a Vendor certifies that it does not knowingly employ or contract with an unauthorized immigrant who will perform Work under this Agreement if and that Vendor will comply with the following:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform the Work or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.

2. The Vendor certifies that it does not now knowingly employ or contract with an illegal alien who will perform Work under this Agreement, and that it will participate in either (i) the "E-verify Program" jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment, in order to confirm the employment eligibility of all employees who are newly hired to perform Work under this contract.

3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the EOC may terminate this Agreement for breach and the Vendor shall be liable for damages to EOC.

4. If the Vendor is a sole proprietor, he or she certifies that he or she is one of the following; (a)a United States citizen, (b) a Permanent Resident of the United States, or (c) lawfully present in the United States pursuant to Federal law.

Docusign Envelope ID: 83D4AFEB-065C-42E9-84F4-AFB6F63284BA

Schedule 1
to
Weatherization Funding Agreement

between EOCE, Property Owner and Vendors

Legal Description of Property

LOTS 18-24, BLOCK 8, ORIGINAL GUNNISON

Docusign Envelope ID: 83D4AFEB-065C-42E9-84F4-AFB6F63284BA

Schedule 2
to
Weatherization Funding Agreement

between EOCE, Property Owner and Vendors

Project Schedule

CONTRACTOR	MEASURES	ANTICIPATED COMPLETION
Gunnison Windows	Energy Efficient Windows	June 12, 2026
Mueller Construction	Window Installation	June 12, 2026

EOC MF WAPCONTRIBUTION NEGOTIATION FORM

PROPERTY NAME:	Mountain View Apartments
Meeting Date:	11/14/2024
EOC Representative(s) Attending:	EJ Jaenicke
Property Representatives(s) Attending:	John Cattles
Tenant Income Eligibility (below 60% SMI):	Average of 25.8%
Financials Reviewd by EOC and Discussed with Property Rep:	Yes [X] No [ ]
Available Reserves:	Property to provide most recent P&L
Required to Keep in Reserves :	

Previous Year Capital Improvements & Associated Costs: *Provide Back-up Documentation*

None, last capital project was completed in 2018

Current Year Capital Improvements & Associated Costs: *Provide Back-up Documentation*

Match for windows, common area ventilation improvements and insulation. $130,845 budgeted

Next Years Capital Improvements & Associated Costs: *Provide Back-up Documentation*

None

Who Pays for Electricity: Tenant [ ] Owner [ ]

Who Pays for Gas: Tenant [NA] Owner [ ]

Direct Beneifits to Tenants:

Tenants will benefit from reduced air leakage from windows which will improve comfort from insulation and ventilation

Anticipated In-Kind Contributions:

Staff support from facilities maintenance and management to coordinate work with tenants.

Anticipated Cash Contributions:

$84,355.44

Signature

Printed Name

Date

Direct Beneifits to Tenants:

Benefits to tenants include substantial window improvement which will be ready for cold snaps and not leave a vulnerable population of seniors to feel a breeze through gaps in the framing. They will also get new lighting which will increase visibility for a group of residents who are known to need brighter lighting. The housing provider is also planning on contributing a total of $55,115 in additional upgrades which will be applied outside the weatherization assistance program in compliment to the work that we are completing with WAP dollars.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 9/16/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Draft BOCC Minutes; 9/16/2025

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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 10/7/2025

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
September 16, 2025

The September 16, 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 LOCAL LIQUOR LICENSING AUTHORITY MEETING:

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

CONSENT AGENDA: Commissioner Puckett Daniels requested to pull the Alcohol Beverage License for Tully's for further discussion. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the Alcohol Beverage License #03-01981 for Amie Mountain Lodge doing business as Arrowhead as presented. Motion carried unanimously.

1. Alcohol Beverage License #03-01981; Amie Mountain Lodge LLC dba Inn at Arrowhead; 10/15/2025 to 10/15/2026

Pulled for further discussion: Alcohol Beverage License #42-95237-0000; 456 Entertainment LLC dba Tully's; 10/18/2025 to 10/18/2026

Commissioner Puckett Daniels relayed comments she received about noise complaints and that she has had conversations with Sheriff Adam Murdie about addressing the noise complaints with the restaurant. Commissioner Smith asked for confirmation that there is an ordinance being disobeyed or if it only constituent complaints. Commissioner Houck then confirmed that what was before them today is the process of renewal through the administrative processes. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve Alcohol Beverage License #42-95237-0000 for 456 Entertainment, doing business as Tully's. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:35 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:35 am.

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

MINUTES APPROVAL: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the minutes as amended from September 2nd and from September 9th. Motion carried unanimously.

1. September 2, 2025 Regular Meeting
2. September 9, 2025 Special Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Acknowledgment of County Manager's Signature; Professional Services Agreement; Good Knight Roofing LLC; Facilities; 8/28/2025 to 12/31/2025; $9,506
2. Agreement Regarding Assignment of Ground Lease Agreement; Ray Hernandez; Hernandez Family Trust; Gunnison-Crested Butte Regional Airport; 3/6/2025
3. Grant #8425; Temple Hoyne Buell Foundation; Health and Human Services; 9/1/2025 to 8/31/2026; $30,000
4. State of Colorado Amendment #3; 24-HTS-ZL-00208; Juvenile Services; 10/1/2025 to 9/30/2026; $144,544.40
5. Family, Friend, and Neighbor (FFN) Training and Support Program Beneficiary Contract; NSN9FAGKEDJ9; Health and Human Services; 7/1/2025 to 6/30/2026; $42,002.09
6. Grant Agreement Amendment #2; CTGG1 QAAA 2025-2669; Health and Human Services; 10/1/2025 to 9/30/2026; $75,000
7. Community Grant Request Form; Town of Crested Butte; Juvenile Services; $15,000
8. Statement of Work; Colorado's Maternal and Child Health Program; Colorado Department of Public Health and Environment; Health and Human Services; 7/1/2025 to 12/31/2026; $7,863
9. Acknowledgment of Appointment; Sustainable Tourism and Outdoor Recreation Committee (STOR); Western Colorado University; Remainder of Term ending 2/1/2027; Briget Eastep

DRAFT

10. Professional Services Agreement; Bright Beginnings Counseling, LLC; Juvenile Services; 9/1/2025 to 8/30/2026; $4,200
11. Subgrant Agreement; Colorado Statewide Parent Coalition; Health and Human Services; 8/27/2025 to 11/15/2025; $1,150

COUNTY MANAGER'S REPORTS:

1. Budget Process – CM Birnie relayed that staff are initiating the budget process and have budget meetings starting this week.
2. Whetstone – CM Birnie stated the second story of the multifamily buildings are starting to be framed.

APPOINTMENT; COUNTY TREASURER/PUBLIC TRUSTEE:

1. A Resolution and Notice Appointing Teresa Brown to Fill the Vacancy Created by the Resignation of the Gunnison County Treasurer – **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution 2025-26, a Resolution and Notice Appointing Teresa Brown to fill the Vacancy Created by the Resignation of the Gunnison County Treasurer effective October 1, 2025. Motion carried unanimously.
2. Oath of Office – Clerk and Recorder Kathy Simillion performed the Oath of Office for Teresa Brown.

RESOLUTION; A RESOLUTION APPROVING PROPOSED LOAN TRANSACTION OF THE BOARD OF TRUSTEES FOR THE GUNNISON VALLEY HOSPITAL D/B/A GUNNISON VALLEY HEALTH WITH PNC BANK, NATIONAL ASSOCIATION:

Commissioner Puckett Daniels relayed this was discussed at the last work session with the Gunnison Valley Health Board of Trustees and all questions have been answered. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve Resolution 2025-27, a Resolution Approving Proposed Loan Transaction of the Board of Trustees for the Gunnison Valley Hospital, doing business under Gunnison Valley Health as stated in the Resolution. Motion carried unanimously.

PARTICIPATION FORM; CL-1762107; NEW NATIONAL OPIOIDS SETTLEMENT: SECONDARY MANUFACTURERS; ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS:

Commissioner Smith explained that the County would be accepting the settlement and thereby affirming they will not be raising their own settlement litigation. **Moved** by Commissioner Houck, seconded by Commissioner Smith to execute the agreement to participate using Participation Form CL-1762107, the New National Opioids Settlement Secondary Manufactures, as listed, and authorize the manager's signature on the documents to include us in that agreement. Motion carried unanimously.

COLORADO COUNTIES, INC. STEERING COMMITTEES (CCI) LEGISLATIVE COMMITTEE COMMISSIONER DESIGNATION FORM:

Commissioner Puckett Daniels explained this is an annual occurrence that requires a designation for a voter from the County, and she expressed she would like to participate more in CCI going forward. Commissioner Smith confirmed this is a formality and she will more than likely attend regardless. Commissioner Houck supports Commissioner Puckett Daniels to get this experience. **Moved** by Commissioner Houck, seconded by Commissioner Smith to designate, as our declaration of designee for the Legislative Committee Commission for CCI, Laura Puckett Daniels, and Commissioner Houck as the alternate for this 2026 Legislative Priorities. Motion carried unanimously.

GUNNISON VALLEY LAND PRESERVATION FUND GRANT AGREEMENTS; CRESTED BUTTE LAND TRUST: Crested Butte Land Trust (CBLT) Executive Director Jake Jones and Conservation Manager Rachel Sabbato were present for discussion.

1. Cement Creek Ranch Conservation Easement Project; $125,000
2. Pristine Point, Lot 18 Long Lake Fee Title Project; $125,000

ED Jones relayed that the grants represent about 10% of the project costs and the rest is being leveraged several times through other sources. He then stated the family will continue to own the Cement Creek Ranch Conservation property whereas the Pristine Point, Lot 18, will be a fee title acquisition. The parcel will be purchased by CBLT and after purchase, they will extinguish the development rights by including that parcel into their existing Long Lake parcel of 120 acres. He then presented a corrected map for their knowledge. The Board expressed their gratitude for the work done and their ability to make these projects possible. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve and authorize the funding for the Gunnison Valley Land Preservation Fund Grant Agreements with the Crested Butte Land Trust for the Cement Creek Ranch Conservation Easement Project in the amount of $125,000 and the Pristine Point, Lot 18 Long Lake Fee Title Project in the amount of $125,000 and authorize the signature of the full board on both dockets. Motion carried unanimously.

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COMMISSIONER ITEMS: This discussion began earlier than scheduled due to a gap in the meeting.

Commissioner Houck:

1. Tourism and Prosperity Partnership Board (TAPP) – Commissioner Houck had a meeting with Andrew Sandstrom to have a comprehensive discussion regarding what they are working on.
2. Colorado River Map Technical Team – Assistant County Manager for Community and Economic Development Cathie Pagano and Commissioner Houck are participating on this team and he finds it similar to the State Park Concept. He relayed they had a meeting last Wednesday and there is a future meeting in Glenwood Springs to discuss river access as well as environmental protection on river and riverways.
3. Tom Zieber – Commissioner Houck met with Mr. Zieber to have a longer conversation than given at the last meeting regarding wolf reintroduction.
4. Southern Rockies Conversation Alliance – Commissioner Houck attended their annual retreat at Oh Be Joyful and presented in two sessions around the development of the Gunnison Outdoor Resource Protection (GORP) Act and how to engage folks.
5. Gunnison Outdoor Resource Protection (GORP) Act – Commissioner Houck attended a celebration Tuesday evening. Senator Bennet has reintroduced this into the Senate with the companion bill being carried by Congressman Hurd in the House.
6. Area Wildlife Manager Brandon Diamond – Commissioner Houck continues to work with WM Diamond on issues including wolf reintroduction and asked that the advocacy pieces from the Stockgrowers are kept in the discussion. He has also made a request to Director Davis to meet with the Stockgrowers here.
7. Bureau of Land Management (BLM) Recreation Summit – Commissioner Houck relayed this took place in field office here in Gunnison and was well attended. He explained that due to short staffing, they are having to borrow from other offices to complete permitting, but Field Office Manager John Kaminsky is remarkable at filling the gaps. Lastly, he stated the Gunnison Field Office is the top field office for recreation of all BLM managed parcels for visitation in the State of Colorado.
8. HB 1177 Roundtable – Commissioner Houck attended a meeting and will give updates with other water items.
9. Leadership Class at Western Colorado University (WCU) – Commissioner Houck has scheduled with Gary Pierson to meet with the leadership class at WCU.

Commissioner Smith:

1. Colorado Counties, Inc. Steering Committees (CCI) – Commissioner Smith and Commissioner Puckett Daniels attended a meeting. She mentioned it is prudent for the State to consider reinvesting into a program that can help reduce error rates, particularly with the increasing demand to staff to enter the information biannually instead of annually.
2. EMS Station Grand Opening – Commissioner Smith attended the grand opening. She relayed that Gunnison County contributed $2M to the project and it was great to participate in the grand opening.
3. Child Welfare Allocation Committee (CWAC) – Commissioner Smith attended a meeting last week and the Joint Allocation Committee meeting meets on Wednesday which combines CCAP, Child Welfare and other entities. She said that a memo mentioned child welfare caseloads are decreasing which made it sound like the demands on resources were decreasing which is misleading and requested a staff member attends future meetings.
4. Early Childhood Council – Commissioner Smith stated this was not featured in the CWAC meeting because they were focused on child welfare, but the Childcare Assistance Program (CCAP) would like to streamline the process for counties to contract with each other for administration to leverage cost savings.
5. Welcoming Week – Commissioner Smith explained this is the fourth year partnering with the City of Gunnison for the Welcoming Week. The kickoff was at the Gunnison Arts Center on Friday, and it was well attended. She then relayed the rest of the week's events.

BREAK: The meeting recessed from 9:16 am until 10:03 am in order to call to order as the Gunnison County Board of Health.

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 9:16 am.

PROCLAMATION; 2025 SUICIDE PREVENTION AWARENESS MONTH:

Commissioner Puckett Daniels thanked Assistant County Manager for Health, Human and Safety Services Joni Reynolds for bringing this to them and stated it's an important issue to have awareness around. **Moved** by Commissioner Smith, seconded by Commissioner Houck to issue the Proclamation and authorize the signature of the full Board. Motion carried unanimously.

Juvenile Services Director Kari Commerford commented that at the food pantry event that will be occurring, Better Together, CP State of Mind, Western Colorado University (WCU) master's student Jennifer Schwartz and County staff will be attending to address the community about overdose and suicide prevention.

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WEST CENTRAL PUBLIC HEALTH PARTNERSHIP (WCPHP) & REGIONAL PUBLIC HEALTH IMPROVEMENT PLAN:

Community Health Manager (CHM) Margaret Wacker showed who is on the WCPHP team as well as the context and background of the organization. Regional Health Services Supervisor (RHSS) Erika Stoerkel relayed the timeline of the processes and the items completed to get to where they are now. Health Coalition Coordinator (HCC) Reiley Jones discussed the themes, results, and the areas where public health could effectively participate in.

RHSS Stoerkel gave an update on their first updated strategy, Whole Health Navigation, which included basic needs, public health programs, and behavioral & mental health. The second strategy was Stigma Reduction which included community connection events and messaging. The last strategy was a Regional Suicide Review Board which includes public health leadership, community readiness, and sustainability.

CHM Wacker discussed other regional trainings, the Regional Juvenile Services Grant, Colorado Opioid Abatement Council (COAC) Grant, a Women, Infants, and Children (WIC) partnership and Rocky Mountain Health Foundation (RMHF) application, and other funding opportunities.

Commissioner Puckett Daniels asked if they are working to identify gaps between the staff to consumer and CHM Wacker confirmed they did investigate those areas. Dr. Tarr explained the importance of peer relationships in recovery.

COMMUNITY HEALTH COALITION:

HCC Jones gave updates of what the Community Health Coalition has been working on the last year which included a Memorandum of Understanding that was developed and signed, Suicide Prevention Subgroup with new leadership including Better Together, Employee Assistance Program (EAP) in the second year, and Sense of Belonging Subgroup.

At this last meeting, they discussed that at the future meeting in October, they would like to have conversations regarding the funding changes that may have a local impact on their service delivery and to help inform any ways of additional collaboration in the community.

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING (cont'd):

BREAK: The meeting recessed from 10:04 am until 10:11 am.

VOUCHERS AND TRANSFERS APPROVAL: The voucher approval report dated August 19, 2025 and the cash transfer authorization dated August 2025 was discussed. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the voucher report in the amount of $9,749,565.04. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the cash transfer in the amount of $19,342,497.66. Motion carried unanimously.

TREASURER'S MONTHLY REPORT: County Treasurer Debbie Dunbar presented the August 2025 Treasurer's report, and investment report for discussion and acceptance. **Moved** by Commissioner Houck, seconded by Commissioner Smith to accept the Treasurer's Report as presented and authorize the Chair's signature. Commissioner Puckett Daniels expressed her gratitude for CT Dunbar's dedicated service during her time as the Gunnison County Treasurer. Motion carried unanimously.

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

COMMISSIONER ITEMS (cont'd):

Commissioner Smith (cont'd):

6. Welcoming Week Funds – Commissioner Smith relayed the support from their discretionary funds will be just under $1,500.
7. Tourism and Prosperity Partnership Board (TAPP) – Commissioner Smith attended their meeting on the 4th.
8. Southwest Colorado Opioid Regional Council Grants – Commissioner Smith relayed that there have been many contributions from the grants locally. She then stated they are going through some reorganization within the group.

Commissioner Puckett Daniels:

1. Mayors and Managers – The County hosted Mayors and Managers last week. Commissioner Puckett Daniels commented that it was a good look at what is going well. However, the other managers and elected officials relayed that despite the tax numbers looking good there is a difference regarding the feelings of the people.

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2. Healthcare Finance – Commissioner Puckett Daniels has been educating herself in the healthcare finance area.
3. GPLI/GORP Celebration – Commissioner Puckett Daniels thanked Commissioner Houck and the rest of the team that hosted the celebration and stated it was exciting to hear everyone's joy at the progress that is being made.
4. Bureau of Land Management (BLM) Recreation Planning Meeting – Commissioner Puckett Daniels attended and noted it was great to hear Sustainable Tourism and Outdoor Recreation Committee (STOR) highlighted as one of the ways to support federal partners going forward.
5. Gunnison Valley Regional Housing Authority (GVRHA) – Commissioner Puckett Daniels explained that the GVRHA continues their transition planning, but it will require quite a bit of time. She will be working with the Attorney's Office to figure out the legal documentation for transferring assets and obligations from one organization to another. They did have motions at the last meeting to transfer Special Limited Partnerships (SLPs) and some of the ownership of affordable housing properties to the Gunnison County Housing Authority because they need to be held by a housing authority to stay valid.
6. Area Wildlife Manager Brandon Diamond – Commissioner Puckett Daniels and WM Diamond are working to convene the Wildlife Vehicle Collisions Subcommittee of STOR. She will be doing outreach to folks to sit on the subcommittee.
7. Peace Officer Standards and Training (POST) Board Work Session – Commissioner Puckett Daniels attended the POST Board work session on Friday and the relayed the work is near completion and a sample lesson plan was presented for how they're going to teach the teachers of the new curriculum. She then announced she was named to chair a subcommittee that is going to review the Teach the Teacher curriculum.

EXECUTIVE SESSION, PURSUANT TO C.R.S. § 24-6-402(4)(E)(I), FOR DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND INSTRUCTING NEGOTIATORS, AND PURSUANT TO C.R.S. 24-6-402(4)(B), CONFERENCES WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE, RELATED TO PROPOSED AMENDED AND RESTATED GUNNISON VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to move into executive session pursuant to C.R.S. § 24-6-402(4)(e)(i), for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402(4)(b), conferences with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice, related to proposed amended and restated Gunnison Valley Transportation Authority Intergovernmental Agreement. Those who will be participating in this executive session are the County Attorney Matt Hoyt, the full Board of County Commissioners, and County Manager Matthew Birnie. Commissioner Houck relayed that typically you state because the meeting may include attorney-client privilege communications, there will not be a contemporaneous recording. Commissioner Puckett Daniels included that in the motion. Motion carried unanimously.

The board went into executive session at 10:25 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(e)(i) and (b).*

Attorney Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Gunnison County Attorney, that I represent the Gunnison County Board of County Commissioners, that I attended all of the above referenced executive session, that all of the executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4) and that, because in my opinion all of the discussion during the executive session constituted a privileged attorney-client communication, no record of the executive session was required to be kept and no such record was kept.

Date: _____ _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Chairperson of the Gunnison County Board of Commissioners, that I attended all of the above referenced executive session, and that all of that executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4).

Date: _____ _____

Laura Puckett Daniels, Chairperson
Gunnison County Board of Commissioners

Moved by Commissioner Houck, seconded by Commissioner Smith to come out of executive session and the participants were consistent with those read into the motion to go into executive session and we were able to stay on topic, specific to receiving advice from the attorney. Motion carried unanimously.

The Board came out of executive session at 10:57 am. Commissioner Houck thanked CA Hoyt for his work on the continued negotiations.

EXECUTIVE SESSION, PURSUANT TO C.R.S. § 24-6-402(4)(B): CONFERENCES WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO LEGAL ISSUES SURROUNDING LOTS 24 AND 25, WILDER ON THE TAYLOR: Moved by Commissioner Puckett Daniels, seconded by Commissioner Smith to go into executive session C.R.S. § 24-6-402(4)(b): conferences with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to legal issues surrounding Lots 24 and 25, Wilder on the Taylor. Participants in that executive session will be the full Board of County Commissioners, County Manager Matthew Birnie, County Attorney Matt Hoyt, and Assistant County Manager for Community and Economic Development Cathie Pagano. Given that this will be an executive session for receiving legal advice, there will be no contiguous recording kept. Motion carried unanimously.

The board went into executive session at 10:58 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(b).*

Attorney Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Gunnison County Attorney, that I represent the Gunnison County Board of County Commissioners, that I attended all of the above referenced executive session, that all of the executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4) and that, because in my opinion all of the discussion during the executive session constituted a privileged attorney-client communication, no record of the executive session was required to be kept and no such record was kept.

Date: _____ _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Chairperson of the Gunnison County Board of Commissioners, that I attended all of the above referenced executive session, and that all of that executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4).

Date: _____ _____

Laura Puckett Daniels, Chairperson
Gunnison County Board of Commissioners

Moved by Commissioner Houck, seconded by Commissioner Smith to come out of executive session. The participants were consistent with those read into the record. We stayed on topic and any communication will be done outside of the executive session.

The Board came out of executive session at 11:33 am. Commissioner Houck thanked CA Hoyt for the update to the Board.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 11:34 am.

_____
Laura Puckett Daniels, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

DRAFT

_____
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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 2025-26

A RESOLUTION AND NOTICE APPOINTING TERESA BROWN TO FILL THE VACANCY CREATED BY THE RESIGNATION OF THE GUNNISON COUNTY TREASURER

WHEREAS, by letter dated July 21, 2025, Gunnison County Treasurer Debbie Dunbar notified the Board of her resignation as Gunnison County Treasurer, effective on September 30, 2025, and of her decision not to complete the term for which she was elected to office by the people of Gunnison County; and

WHEREAS, pursuant to the Colorado Constitution, Article 14, Section 9, and Colorado Revised Statutes Sections 1-12-205, 30-10-705 and 30-11-117 vacancy in the office of County Treasurer shall be filled by appointment by the Board of County Commissioners; and

WHEREAS, pursuant to Colorado Revised Statutes Section 1-12-210, the Board shall make such appointment at a properly noticed public meeting, enter the appointment in the minutes of such meeting, and cause a notice of appointment and oath of office to be delivered to the person appointed; and

WHEREAS, pursuant to Colorado Revised Statutes Section 1-12-205, "[a]ll vacancies in any county office, except that of county commissioner, shall be filled by appointment by the board of county commissioners of the county in which the vacancy occurs, until the next general election, at which time the vacancy shall be filled by election"; and

WHEREAS, the Board desires to appoint Teresa Brown as Gunnison County Treasurer, effective October 1, 2025, and continuing until the vacancy is filled by the 2026 general election;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County as follows:

1. The Board hereby appoints Teresa Brown to serve as Gunnison County Treasurer, effective October 1, 2025, and continuing until the vacancy in such office is filled by the 2026 general election.

2. Staff of the Board is directed to arrange for the oath of office to be completed by Judge Kellie Starritt on September 16, 2025, or as soon thereafter as is possible.

3. The Board hereby causes the attached Notice of Appointment to be delivered to Teresa Brown, and upon her acceptance the Notice of Appointment shall be recorded and kept as a permanent record of the Board.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 16th day of September 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. 2025 - 27

A RESOLUTION APPROVING PROPOSED LOAN TRANSACTION OF THE BOARD OF TRUSTEES FOR THE GUNNISON VALLEY HOSPITAL D/B/A GUNNISON VALLEY HEALTH WITH PNC BANK, NATIONAL ASSOCIATION

WHEREAS, the Board of Trustees for the Gunnison Valley Hospital d/b/a Gunnison Valley Health ("GVH") desires to secure additional financing for operational and capital purposes;

DRAFT

WHEREAS, in furtherance of this initiative, GVH has proposed entering into an agreement with PNC Bank, National Association upon certain material terms, including (i) a revolving credit facility in an aggregate principal amount not to exceed $3,000,000, and (ii) a term loan in an aggregate principal amount of $3,200,000 to GVH (the "Proposed Loan Transaction");

WHEREAS, at the request of GVH, the Board of Commissioners has reviewed and considered the Proposed Loan Transaction; and

WHEREAS, the Board of Commissioners finds that supporting GVH's access to necessary financing serves a public purpose and promotes the health and welfare of Gunnison County residents.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County that the Proposed Loan Transaction is approved.

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 Smith, seconded by Commissioner Houck, and adopted this 16th day of September 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 10/3/2025 *thru* 11/30/2025

Board of County Commissioners

1. **BOCC Regular Meeting**
   October 7, 2025, All Day @ BOCC Boardroom
2. **BOCC Work Session**
   October 14, 2025, All Day @ BOCC Boardroom
3. **BOCC Regular Meeting**
   October 21, 2025, All Day @ BOCC Boardroom
4. **BOCC Work Session**
   October 28, 2025, All Day @ BOCC Boardroom
5. **BOCC Regular Meeting**
   November 4, 2025, All Day @ BOCC Boardroom
6. **BOCC Regular Meeting**
   November 18, 2025, All Day @ BOCC Boardroom
7. **BOCC Work Session**
   November 25, 2025, All Day @ BOCC Boardroom

Gunnison County Organization

1. **Holiday - Veterans' Day - Offices Closed**
   November 11, 2025, All Day
2. **Holiday - Thanksgiving - Offices Closed**
   November 27, 2025 - November 28, 2025

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   October 21, 2025, All Day @ BOCC Boardroom

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of County Manager's Signature; Partic

Action Requested:

Parties to the Agreement:

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

Summary:

Ratification; GVRHA Letter

Fiscal Impact:

Submitted by: Holly Perry for Matthew Birnie **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 10/7/2025

Revised April 2015

GUNNISON COUNTY
COUNTY MANAGER'S OFFICE

Matthew Birnie, *County Manager*
Phone: (970) 641-0248 | Fax: (970) 641-3061
Email: mbirnie@gunnisoncounty.org
Website: www.GunnisonCounty.org

VIA ELECTRONIC MAIL ONLY

October 2, 2025

Gunnison Valley Regional Housing Authority
307 N. Wisconsin Street
Gunnison, CO 81230

Dear Gunnison Valley Regional Housing Authority Members:

Pursuant to Section 6.2 of the Intergovernmental Agreement (IGA), this letter serves as the County of Gunnison formal notice of intent to terminate its participation in the Gunnison Valley Regional Housing Authority. The termination notice will be presented to the Gunnison County Board of County Commissioners for ratification at a future regular meeting of the Board.

Sincerely,

Matthew Birnie
Gunnison County Manager

cc: Amanda Wilson, Gunnison City Manager
Dara McDonald, Crested Butte Town Manager
Carlos Velado, Town of Mt. Crested Butte Town Manager

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Indirect Cost Negotiation Agreement; Colorado Loca

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CDPHE - COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

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

Summary:

Negotiation agreement for 2026 indirect costs s a result of the completion of our 2024 Cost Allocation Plan

Fiscal Impact:

Submitted by: Melissa LaMonica **Submitter's Email Address:** mlamonica@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 10/2/2025

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

Comments:
Legally sufficient. SO 10/2/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/2/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

COLORADO LOCAL PUBLIC HEALTH AGENCY
INDIRECT COST NEGOTIATION AGREEMENT

Local Public Health Agency

Gunnison County Public Health
& Family Planning
200 East Virginia
Gunnison, CO 81230

DATE: September 25, 2025

FILING REF: This replaces the
Negotiation Agreement for the
1-1-25 to 12-31-25 Indirect Rate

The indirect cost rate(s) approved in this agreement are for use on grants, contracts and other agreements with the Colorado Department of Public Health and Environment to which the Office of Management and Budget Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), applies subject to the limitations contained in Section II, A., of this agreement. The rate(s) was negotiated by Gunnison County Public Health & Family Planning and the Colorado Department of Public Health and Environment.

SECTION I: RATES

Type	Effective Period FROM	TO	Rate*	Location	Applicable To
Fixed	1/1/26	12/31/26	21%	All	Contracts with CDPHE

*Base: **Modified Total Direct Costs** – excludes equipment, capital expenditures, charges for patient care, rental costs, participant support costs and the portion of each subaward in excess of $50,000.

Treatment of Fringe Benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs.

SECTION II: GENERAL

A. LIMITATIONS: Use of the rate(s) contained in this agreement is subject to any statutory or administrative limitations and is applicable to a given grant or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor or allocated to grantee/contractor via an approved Central Service cost allocation plan were incurred in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the grantee/contractor and allowable under the governing cost principles, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

B. AUDIT: Adjustments to amounts resulting from audit of the cost allocation plan upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.

C. CHANGES: If a fixed or predetermined rate(s) is contained in this agreement it is based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in the organizational structure or changes in the method of accounting for costs which affect the amount of reimbursement resulting from the use of the rate(s) in this agreement require the prior approval of the authorized representative of the Colorado Department of Public Health and Environment. Failure to obtain such approval may result in subsequent audit disallowances.

D. FIXED RATE(S): The fixed rate(s) contained in this agreement is based on an estimate of the costs which will be incurred during this period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made in the negotiation following such determination to compensate for the difference between that cost used to establish the fixed rate and that which would have been used were the actual costs known at the time.

E. NOTIFICATION TO OTHER LOCAL PUBLIC HEALTH AGENCIES: Copies of this document may be provided to other local public health agencies if requested by them.

F. SPECIAL REMARKS: Colorado Department of Public Health and Environment programs currently reimbursing indirect costs to this Local Public Health Agency by means other than the rate(s) cited in this agreement should be credited for such costs and the applicable rate cited herein applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.

Local Public Health Agency

Colorado Department of Public Health and Environment

Melissa Canaday
Name

Internal Audit Manager
Title

September 25, 2025
Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; AAA Auto Club Group Foundation

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Grant for Spanish drivers education for youth and adults from the AAA Auto Club Group Foundation for GCASPP and the Multicultural Resource Office.

Fiscal Impact:

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 9/24/2025

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

Comments:
Legally sufficient. SO 9/24/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/24/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/29/2025

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

Agenda Date: 10/7/2025

Revised April 2015

Youth and Adult Drivers Education

Number of People Served – 115

Amount Requested - $14,250

Total Project Budget - $76,050

Project Description

Gunnison County, a rural community on Colorado's western slope, is geographically large and isolated, with about 16,900 residents, 9% of whom identify as Hispanic (US Census, 2020). The immigrant population continues to grow, increasing the need for accessible services. As of last year, the Gunnison Driver's License Office expanded to full weekday hours. Still, limited public transportation makes it essential for residents to drive, highlighting the importance of accessible driver training.

Through our community coalition, we are expanding access to driver's education for Hispanic youth and adults. Historically, courses were taught in English with Spanish interpretation. Feedback from youth showed that direct instruction in Spanish improves engagement and retention. In response, the Gunnison County Multicultural Resource Office has contracted with a Denver-based driving school to provide biannual services to adults in Spanish.

Building on this, the project will provide a summer intensive 30-hour driver's education course with written test in Spanish for Hispanic youth. Students will complete the driving test locally and earn high school credit upon completion. In partnership with the Multicultural Resource Office, we will also offer scholarships for Hispanic adults to participate in a 6-hour course and driving test with Spanish-speaking facilitators.

Currently, residents must travel over 100 miles to neighboring communities for in-person tests. By contracting a driving school to conduct testing locally, we will significantly reduce transportation barriers and increase equitable access to licensing. This effort will strengthen road safety, expand educational opportunity, and ensure that Hispanic residents have culturally responsive, affordable, and practical pathways to earning a driver's license.

Project Evaluation

The project will be evaluated on the following outcomes.

- Offer one 30-hour summer intensive drivers education course and written test delivered in Spanish to 20 youths.
- Offer up to 6 hours of Behind the Wheel driving for 15 youth.
- Offer the Colorado driving test in Spanish to 20 youth who completed all prerequisite requirements.
- Offer 50% scholarships for a 6-hour driving course and Colorado driving test delivered in Spanish to 40 adults.

How was the budget determined for this project?

The budget was determined based on fees associated with the driving school and contractor to provide driving courses, Colorado driving tests and Behind the Wheel driver's instruction to youth and adults in Gunnison County.

List Any Other Funding Sources

- Colorado Department of Transit - $47,800 (classroom drivers' education in two school sites and summer intensive courses in English, materials, and fees for two instructors)
- City of Gunnison - $4,000 (Behind the Wheel instructor fees)
- Gunnison Watershed School District - $10,000 (in kind donation of classroom space, high school credit, and vehicle for Behind the Wheel)

Adult & Youth Divers Education Budget

Adult 12 Hour Course Scholarship	$65 x 40 adults (50% scholarship)	$2,600
Adult Drivers Test Scholarship	$60 x 40 adults (50% scholarship)	$2,400
Youth 30 Hour Course	$185 x 20 kids	$3,700
Youth Drivers Test	$25 x 20 kids	$500
Behind the Wheel	15 kids x 6 hours x $35/hr.	$3,150
Instructor Fees	Denver to Gunnison (400 miles x .7/mile = $280, 5 nights x $250/night = $1,250, daily per diem $74 x 5 =$370)	$1,900
Total		14250

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Award Letter; Energy Outreach Colorado; Health and

Action Requested: Discussion

Parties to the Agreement: Energy Outreach Colorado

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

Summary:

$12900 will be awarded for bill pay and admin

Fiscal Impact: 12900

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 10/1/2025

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

Comments:
Legally sufficient. SO 9/29/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/29/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

Gunnison/Hinsdale County Depaartment of Human Services

Dear Betsy Holena,

Thank you for applying for Energy Outreach Colorado's Bill Payment Assistance funding for the 2025-2026 year beginning October 1, 2025, and ending September 30, 2026.

If you serve participants with any of the four regulated utilities, you will have access to the following allocations for each utility and may assist these participants using these funds until they are depleted.

2025-2026 Regulated Funding Amounts:

Allocation	**Funds in Hancock Starting 10/1/25**
2026 Atmos	$400,000.00
2026 Black Hills	$900,000.00
2026 Colorado Natural Gas	$90,000.00
2026 Xcel	$10,772,752.52

To assist your participants outside of these regulated utilities, your agency has been awarded Bill Pay funding in the amount of **$12900** of which **$12000** is restricted to energy assistance and **$900** is for administration (assuming all allocated Bill Pay funding is spent). If at any point during the year 2025-2026, you require additional unregulated Bill Pay funding, please request more.

This award amount was determined according to how much unregulated Bill Pay funding was spent at your agency in the 24-25 EOC Program Year. Unregulated funding is automatically distributed at the beginning of October, January, April, and July.

All administrative funds will be paid to you after the end of each quarter, based on the amount of assistance your agency provides to EOC participants each quarter.

As an agency that receives Bill Pay funding, an agencies Program Liaison is responsible for spending all Bill Pay funding in its entirety. If at any point in the 25-26 EOC program year, you know you cannot spend any portion of your Bill Pay funding, you must rescind this funding by contacting EOC at energyassistance@energyoutreach.org ASAP.

Please note that Hancock balances reflect whole award amounts and additional work is required to understand your quarterly budget. To understand your quarterly allocation budget, please refer to "Understanding Quarterly Allocations in Hancock" on the Partner Resources page of EOC's website.

Thank you for your partnership with Energy Outreach Colorado. We look forward to another successful year of helping Coloradans to afford their home energy!

Sincerely,

Niki Amon, Energy Assistance Program Manager
(303) 226-5066
namon@energyoutreach.org

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; Prof

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Contract to replace a portion of the low-slope roof at Blackstock and repair select areas on the other roofs to extend life.

Fiscal Impact: 143,419

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 9/24/2025

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

Comments:
Legally sufficient. SO 9/24/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/24/2025 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/29/2025

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

Agenda Date: 10/7/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the __ day of September 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 Good Knight Roofing, LLC., whose address is 3553 Clydesdale Parkway, suite 340 Loveland, CO 80538 (herein "Contractor")

RECITALS

The Contractor desires to provide professional services regarding 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 Sound Infrastructure 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 One Hundred Forty Three Thousand Four Hundred Nineteen Dollars and No/100 U. S. Dollars ($143,419.00). 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 exclude 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: Good Knight Roofing, LLC.
3553 Clydesdale Parkway suite 340
Loveland, CO 80538

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 my 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

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Good Knight Roofing, LLC.
Remit all payments to:
3553 Clydesdale Pkwy, suite 340
Loveland, CO 80538
Phone: (970) 449-5000

Company Representative
Jared Hemmert
Phone: (970) 744-6777
jh@gkrmail.com

09/22/2025

Jim Hoock
Gunnison County – Blackstock Government Center
221 North Wisconsin Street
Gunnison, CO 81230
(970) 641-8531

EPDM Roof Estimate Section

-We are bidding new 60 black epdm material

-Project id: 221 N. Wisconsin–North side

-Pricing is good for 15 days from the date of this estimate.

-Includes:
Supervision
Project Management
Coordination with all subcontractors

- Perform daily safety meeting ensuring crew is aware of any potential hazards

- Broom existing roofing surface to reduce dirt into existing substrate.

- Removal, disposal and haul off of existing membrane and layer of denseck

- Broom clean existing insulation board, inspect for any moisture saturated area. If moisture is found take steps to remove those sections and replace with new insulation board as needed

-Mechanically fasten two layers of 2.6" Versico ISO board per manufacturers specs.
(If required, pricing seperated below)

- Install new 1/4" thick densdeck and fasten with 3" plates and #12 x 7" screws.

- Broom clean newly installed densdeck surface and prepare for the installation of the new TPO mmembrane.

-Install all flashings as necessary.

-Fully adhere 60 mill EPDM using EPDM slovent bond.

-Remove domed skylight, redeck, install roofing. Underneath will be unfinished.

-Make repairs on the balance of the epdm roofing on the building as necessary, time & materials, not to exceed $11,000.00, total without this is $125,590.00

Customer to provide access to electrical power.

Customer will be responsible for clearing any snow and ice on the ground that is necessary for crews to access the roof.

Any work done between the dates of November 1st and April 30th will have an additional 10% added to the total.

Exclusions:
-All framing
-Permit fees
-Shoveling Snow off the roof will be billed at $75/hr per man hour

TOTAL $136,590.00

This estimate is good for 30 days - Does Not Include Permit Fees

Company Authorized Signature	Date
Customer Signature	Date
Customer Signature	Date

Reference Gunnison County Blackstock Government Center Roofing Quote from Good Knight Roofing, LLC.:

Gunnison County is requiring that this project will be covered by a bond, and that 5% of the quoted amount has been added to the project to cover the cost of the bond transaction.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Taylor Automation

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Several of our buildings are operating on controls systems that are no longer supported. We've had hardware failures and cannot find replacement parts that work with current systems. This agreement will upgrade our systems to match the newest available and replace hardware as necessary. New

Fiscal Impact: 130,500

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 10/1/2025

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

Comments:
Legally sufficient. SO 9/30/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/30/2025 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the __ day of September, 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 Taylor Automation, whose address is 1975 East 7/8 Road Grand Junction, CO 81507 (herein "Contractor")

RECITALS

The Contractor desires to provide professional services regarding HVAC Control System upgrade at the Gunnison County Public Safety Center.

Gunnison County desires to engage Contractor to provide Services as described in Appendix A.

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 September 16, 2026, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Energy Efficiency 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 One Hundred Thirty Thousand, Five Hundred Dollars and No/100 U. S. Dollars ($130,500.00). 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.

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 the Termination paragraph of 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 exclude 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 majeure 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: Grimes Service Company INC.
DBA Taylor Automation
1975 East 7/8 Road Grand Junction, CO 81507

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 my 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: _____

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

1

PROJECT: Gunnison County Public Safety Building
CITY: Gunnison
STATE: Colorado
Date: July 25th 2025 (Proposal valid for 60 days past above date)

Provided by: Leigh Taylor / 970 261 9325 / leigh@taylorautomatio.co

GRIMES SERVICE COMPANY INC
DBA - **Taylor Automation**
1975 E 7/8 Road
Grand Junction
Colorado
81507

Taylor Automation proposed building automation/temperature control scope is based on onsite visit and info provided by investigating existing control system.
We will supply a Honeywell Building Automation direct digital control temperature control (DDC) BACnet based system with Niagara 4 enabled operator interface, It includes control drawings, submittals, O&M manuals, installation labor, end user instruction, and one-year warranty on products provided by Taylor Automation.

BASE PRICE (HONEYWELL BAS/TEMPERATURE CONROLS PRICE): $76,824

Quick Summary:

Public Safety Building:

This includes:

- Boiler / Chiller JACE replacement full function testing of I/O
- 1 x computer, touchscreen and software EULA to be installed on boiler room panel
- AHU 1B /2B JACE replacement full function testing of I/O
- AHU 1A /2A JACE replacement full function testing of I/O
- Integrate boiler chiller / ahus back to a Niagara 4 supervisor (sitting in Jim's Office)
- 1 x computer, touchscreen and software EULA installed on the upper floor (1 computer for both jaces)
- 1 x computer, touchscreen and software EULA In Jim's Office (this will be main supervisor station)
- Graphics package creation
- Replace existing (1) siemens controller and wall module with Honeywell controller (tower room)

Please see detailed description below with exclusions at the bottom of page:

On investigation we found that the front-end controller Talon JACE 600 for the Boiler/Chiller Plant has failed and needs to be replaced. The controller went end of life in 2017, it is also running on Niagara AX which went end of life in 2023. We found the 2 jaces for the 4 AHU's are functional but are running on same obsolete hardware and software.

Also found one AHU was working but no connection could be made to JACE controller via platform or station.

We also found Honeywell spyder controllers running LON communication protocol although this is not end of life it

This price quote is to replace the obsolete JACE 600 controller's

We will install 3 x Honeywell JACE 9000,

The Honeywell JACE 9000 for the Boiler/Chiller shall come with a 5-device capacity and will run Niagara 4.14. The JACE controller shall have a 3 year SMA (software maintenance agreement)

The Honeywell JACE 9000 for the AHU 1a1b shall come with a 5-device capacity and will run Niagara 4.14. The JACE controller shall have a 3 year SMA (software maintenance agreement)

The Honeywell JACE 9000 for the AHU 2a2b shall come with a 50-device capacity and will run Niagara 4.14. The JACE controller shall have a 3 year SMA (software maintenance agreement)

All NDIO wall modules will be replaced with IO-R modules (NRIO)

We will function test the entire system to ensure that all control components are functional and working as intended. We will reprogram all controllers if required.

PLEASE NOTE 39 x Siemens VAV function testing is not included in this proposal

A Niagara 4 Supervisor shall be provided and will sit in Jim's office.

We will build the owner a graphical user interface that can be accessed from any device utilizing html 5 that is in network.

Histories and alarms can be created on this GUI to allow monitoring of system by owner.

Training will be provided to customer and property manager / mechanical contractor.

Breakout:

3 x Operator Workstation Computer with Touchscreen: (1 machine in AHU Room, 1 in Mech Room, 1 In Jim Office)

- Provide, install, program and set up operator workstation computers running Niagara 4 and integrate to existing network.
- Graphic touchscreen interface will have an individual graphic page for each system listed below.
- Operator workstation/Niagara 4 BAS system will be available for remote connection, if network connection is supplied. If outside network is not supplied system can be accessed through local area network. Note this workstation will need an Internet connection.
- The individual controller will be connected to the operator workstation for scheduling, operational status and programming.

3 x JACE 9000 with 3 YEAR SMA:

- Provide and install JACE 9000's front end controllers
- SMA will run through 2028

Tower Room Controls

- Supply, install and function test controller
- This includes installation of network components to establish communication between controllers
- Wire, control valves for hot water and chill water coils where applicable
- Provide controls, and wire humidifier where needed

- Install wire up Proving switch/current sensors.
- Control zone damper through programming if needed
- Program control as described in sequence of operation
- Full function testing of controller

Integrate to existing 39 VAV controllers

- Bring controller into front end via BACnet and bring to supervisor
- Create graphic for owner
- No function testing of these units in this proposal

Snowmelt

- No Snowmelt Integration

Exclusions:

- **Price excludes any preexisting mechanical issues and will require mechanical contractor to work on billed directly to the owner.**
- **Price does not reflect a bond.**
- **BTU, flow or electric meters.**
- **Control Valves**
- **Paint and Patch work for thermostat removal**

Please Note: On acceptance of this proposal, we require a 25% down payment, this will secure your project in our schedule and will allow us to start the parts ordering process. Ordering parts as soon as possible may alleviate or offset any tariffs, supply chain issues, hyperinflation/inflationary trends in 2025 or 2026.

Proposal Accepted by:

Name: _____

Signed: _____

Date: _____

1

PROJECT: Gunnison County Airport
CITY: Gunnison
STATE: Colorado
Date: August 14th 2025 (Proposal valid for 60 days past above date)

Provided by: Leigh Taylor / 970 261 9325 / leigh@taylorautomatio.co

GRIMES SERVICE COMPANY INC
DBA - **Taylor Automation**
1975 E 7/8 Road
Grand Junction
Colorado
81507

Taylor Automation proposed building automation/temperature control scope is based on onsite visit and info provided by investigating existing control system.

Price 1: Recreate Graphical Interface on Supervisor Provide Computer with software in Airport: $19,424

Price 2: Perform onsite testing and program changes to ensure SOO is working: $27,898

GRAND TOTAL: $47,322

You can choose 1 or both of the options

PLEASE NOTE
We still need Alpha to provide the following:

- JACE Platform Superuser credentials
- 7 CIPer Platform Superuser credentials
- Passphrase for JACE and 7 CIPers
- Station superuser on 7 CIPers
- Admin credentials on Contemporary Controls BACnet Routers

Quick Summary: Price 1 **$19,424**

Airport:

This includes:

- 1 x computer, touchscreen and software EULA to be installed on mech room panel at airport
- Graphics package creation

Please see detailed description below with exclusions at the bottom of page:

This price quote will be used in conjunction with the Public Safety Center proposal. Our price 1 includes recreating the graphical user interface to match the same design and layout as we will provide for the public safety building graphics.

Histories and alarms can be created on this GUI to allow monitoring of system by owner.

Training will be provided to customer and property manager / mechanical contractor.

Breakout:

3 x Operator Workstation Computer with Touchscreen: (1 machine in airport mech room)

- Provide, install, program and set up operator workstation computers running Niagara 4 and integrate to existing network.
- Graphic touchscreen interface will have an individual graphic page for each system listed below.
- Operator workstation/Niagara 4 BAS system will be available for remote connection, if network connection is supplied. If outside network is not supplied system can be accessed through local area network. Note this workstation will need an Internet connection.
- The individual controller will be connected to the operator workstation for scheduling, operational status and programming.

Quick Summary: Price 2 **$27,898**

Airport:

This includes:

- Function testing all mechanical controls equipment to ensure its fully functional and follow the SOO
- Reprogram system if required to follow SOO, rewire I/O if wiring issues are found to ensure its fully functioning
- We will not able to amend Daiken programming but will function tests heat pumps through the system and will report and found issues

Exclusions:

- **Price excludes any preexisting mechanical issues and will require mechanical contractor to work on billed directly to the owner.**
- **Price does not reflect a bond.**
- **BTU, flow or electric meters.**
- **Control Valves**
- **Paint and Patch work for thermostat removal**

Please Note: On acceptance of this proposal, we require a 25% down payment, this will secure your project in our schedule and will allow us to start the parts ordering process. Ordering parts as soon as possible may alleviate or offset any tariffs, supply chain issues, hyperinflation/inflationary trends in 2025 or 2026.

Proposal Accepted by:

Name: _____

Signed: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Option Letter #2; 2026*0107; Original Contract 202

Action Requested: Other Review/Approval

Parties to the Agreement:

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

Summary:

CDPHE Immunization funding contract has been signed with an updated amount.

Fiscal Impact:

Submitted by: Shonna Gray **Submitter's Email Address:** sgray@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 10/1/2025

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

Comments:
Legally sufficient. SO 9/29/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/29/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

Docusign Envelope ID: 3D85567E-7298-4C22-B4E8-3ADB1DD78D63

FOR SUBRECIPIENTS ONLY

This is a supporting document for Contract Number: 2026*0107 OL #2

The updated information provided here does not modify the original contract or original task order in any way. The information provided here informs the grantee of updated items that are required under 2 CFR 200.332.

Data Required by 2 CFR 200.332 (All pass through entities must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward. If any of these data elements change, the changes are to be reflected in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.)

A. Subrecipient name (which must match the name associated with its unique entity identifier): Shown in Contractor box on cover page of original contract and subsequent modifications.

B. Subrecipient's unique entity identifier: NSN9FAGKEDJ9

C. Federal Award Identification Number (FAIN): NH23IP922691

D. Federal Award Date (when Federal award was signed by authorized official of the Federal awarding agency): 7/1/2025

E. Subaward Period of Performance Start and End Date: Start date shown on cover page of original contract and end date shown on cover page of original contract, as updated by any subsequent modifications.

F. Subaward Budget Period Start and End Date: Start date shown on cover page of original contract and end date shown on cover page of original contract, as updated by any subsequent modifications.

G. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: Shown on Budget Exhibit in column matching this contract modification.

H. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: Shown on cover page of this contract modification and on Budget Exhibit.

I. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: Shown on cover page of this contract modification and on Budget Exhibit.

J. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Strengthening Vaccine-Preventable Disease Prevention and Response Colorado Department Immunization Branch

K. Pass-through entity is shown on the cover page in the State Agency box. Name of Federal awarding agency: State of Colorado, Department of Public Health and Environment (CDPHE), Contact information for the awarding official of the Pass-through entity: Heather Roth, heather.roth@state.co.us, 303-692-2289

L. Assistance Listing number and Title the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing Number at time of disbursement: 93.268, Immunization Cooperative Agreements, $6,045,994.00.

M. Identification of whether the award is R&D: No

N. Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: Shown on Budget Exhibit as indicated by indirect rate and amount.

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STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
OPTION LETTER #2

State Agency: Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	**Original Contract Number:** 2024*0031 **Main Task Order Contract Number:** 23 FAA 00023
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333	**Option Letter Contract Number:** 2026*0107 Option Letter #2
Contract Performance Beginning Date: July 1, 2023	**Current Contract Expiration Date:** June 30, 2026

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2024*0031	$8,495.00	$23,976.00	$0.00	07/01/2023-06/30/2024	$32,471.00
Contract Amendment #1	2024*0031 Amendmemt #1	$13,921.00	$0.00	$0.00	11/08/2023-06/30/2024	$13,921.00
Contract Amendment #2	2025*0026 Amendment #2	$17,968.00	$20,947.00	$0.00	07/01/2024-06/30/2025	$38,915.00
Contract Option Letter #1	2026*0107 Option Letter #1	$0.00	$16,328.00	$0.00	07/01/2025-06/30/2026	$16,328.00
Contract Option Letter #2	2026*0107 Option Letter #2	$6,493.00	$7,716.00	$0.00	09/22/2025-06/30/2026	$14,209.00
					Current Contract Maximum Cumulative Amount	$115,844.00

1. OPTIONS:

A. Option to change the quantity of Services under the Contract

2. REQUIRED PROVISIONS:

A. In accordance with Section 5Bv of the Original Main Task Order Contract referenced above, the State hereby exercises its option to increase the quantity of the services at the rates stated in the Original Task Order Contract, as amended. Exhibit C – Budget, is deleted and replaced in its entirety with

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Exhibit C – Budget, attached to this Option Letter, for the following reason: to increase the fiscal year 2026 Budget.

B. The Contract Maximum Amount table on the Contract's Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

A. The effective date of this Option Letter is upon approval of the State Controller or **September 22, 2025**, whichever is later.

STATE OF COLORADO **Jared S. Polis, Governor** Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director	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. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD**
DocuSigned by: Chelsea Gilbertson 2C13912416524B1... By: Signature	DocuSigned by: Kurt Williams 73365F4A4A084BC... By: Signature
Chelsea Gilbertson Name of Executive Director Delegate	Kurt Williams Name of State Controller Delegate
Procurement & Contracts Section Title of Executive Director Delegate	Controller Title of State Controller Delegate
Date: 2025-09-18	Option Effective Date: 2025-09-23

To Original Contract Number: 2024*0031	
Option Letter Contract Number: 2026*0107 OL #2	
Immunization Core Services Activities: Gunnison County Department of Health and Human Services	
State Funds	$16,328
Total Amount	$16,328
Additional Funds	
Federal Funds	$6,493
State Funds	$7,716
Total Amount	$14,209
New Budget	
State Funds	$24,044
Federal Funds	$6,493
Total Amount	$30,537

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TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	**Contractor** Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333
Master Task Order Contract Number 23 FAA 00023 **Task Order Number** 2024*0031	**Task Order Performance Beginning Date** **The later of the Task Order Effective Date or July 1, 2023**
Task Order Maximum Amount **Initial Term** State Fiscal Year 2024 $32,471.00	**Task Order Expiration Date** **June 30, 2024** 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.
Pricing/Funding **Price Structure**: Cost Reimbursement, Quarterly Payments **Funding Source:** State $23,976.00 Federal $8,495.00	**Miscellaneous:** Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any)**:** N/A **Procurement Method:** Exempt **Solicitation Number (if any): N/A**
State Representative Heather Roth Immunization Branch Chief Immunization Branch Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 heather.roth@state.co.us	**Contractor Representative** Joni Reynolds Assistant County Manager for H&HS Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jreynolds@gunnisoncounty.org
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A, Additional Provisions Exhibit B, Statement of Work Exhibit C, Budget Exhibit D, Federal Provisions	
Contract Purpose This project serves to reduce and eliminate vaccine preventable diseases in Colorado by increasing and maintaining immunization coverage. Local public health agencies will provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.	

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In accordance with **§4.B** of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein ("the SOW"). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or **July 1, 2023,** whichever is later.

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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	STATE OF COLORADO
Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services	**Jared S. Polis, Governor** **Colorado Department of Public Health and Environment** **Jill Hunsaker Ryan, MPH, Executive Director**
By: Signature	By: Signature
Jonathan Houck Name of Person Signing for Contractor	Name of Executive Director Delegate
Chair, Gunnison Board of County Commissioners Title of Person Signing for Contractor	Title of Executive Director Delegate
Date: May 2, 2023	Date:

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Effective Date:

--Signature Page End--

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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
Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
for the use and benefit of the
Gunnison County Department of Health and Human Services

DocuSigned by:
D9072877079D4CD...
By: Signature

Jonathan D. Houck
Name of Person Signing for Contractor

Chair-Gunnison County BOCC
Title of Person Signing for Contractor

Date: 2023-05-04

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Public Health and Environment
Jill Hunsaker Ryan, MPH, Executive Director

DocuSigned by:
Lisa McGovern
2EDF870A1A7D4FC...
By: Signature

Lisa McGovern
Name of Executive Director Delegate

Procurement & Contracts Section Director ft
Title of Executive Director Delegate

Date: 2023-05-04

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Jannette Scarpino
8CA04B14546748A...
By: Signature

Jannette Scarpino
Name of State Controller Delegate

Chief Financial Officer
Title of State Controller Delegate

Effective Date: 2023-05-04

--Signature Page End--

DocuSign Envelope ID: FE669464-F22D-4E11-A252-8BE484F4048A

EXHIBIT A

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated 04/25/2022 Task Order Routing Number: 23 FAA 00023

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

1. **Invoicing Provisions:**

   CDPHE will provide quarterly payments to the Contractor.

   The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

2. Time Limit For Acceptance Of Deliverables:

   a. Evaluation Period. The State shall have **forty-five (45)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **thirty (30)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

   The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

DocuSign Envelope ID: FE669464-F22D-4E11-A252-8BE484F4048A

EXHIBIT B

STATEMENT OF WORK
To Original Contract Number: 2024*0031

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County Department of Health and Human Services

II. Project Description: This project serves to maintain immunization awareness and increase vaccination rates in Colorado. Local public health agencies will assure core immunization services, according to established best practices and standards, to improve the health of individuals and communities.
The Colorado Department of Public Health and Environment (CDPHE) is funded by the Centers for Disease Control and Prevention (CDC) to address potentially life-threatening diseases and reduce risk. The project supports Local Public Health Agencies (LPHAs) through the Vaccines for Children (VFC) program, and creates a coordinated infrastructure to align with national immunization standards. The project supplies Section 317 vaccines at no cost to remove the financial barrier for adults without insurance. The project counters anti-vaccination attitudes and beliefs by engaging the community, and delivering education in the service area. The project encourages healthcare providers and school-based settings to use the Colorado Immunization Information System (CIIS), and to contribute to the centralized system by entering data. The project is intended to convene the public and health professionals, reduce mortality and morbidity rates caused by vaccine-preventable diseases, and protect the health of Coloradans.

III. Definitions:

1. ACIP: Advisory Committee on Immunization Practices
2. CALPHO Colorado Association of Local Public Health Officials
3. CCC: Child Care Centers as defined by *Colorado State Board of Health Rule 6 CCR 1009-2*
4. CCR: Code of Colorado Regulations
5. CDC: Centers for Disease Control and Prevention
6. CDPHE: Colorado Department of Public Health and Environment
7. CIB: Colorado Immunization Branch
8. CIIS: Colorado Immunization Information System
9. Core Immunization Services (Core Services): Basic and essential vaccination services provided within the LPHA's jurisdiction.
10. Deputization: The formal delegation of authority to provide VFC vaccines to eligible underinsured children from a participating FQHC or RHC to another VFC-enrolled provider; typically a local public health agency.
11. DTaP: Pediatric diphtheria, tetanus, and pertussis vaccine.
12. Evidence-based: Conscientious use of current scientific evidence and clinical expertise.
13. FAQ: Frequently Asked Questions
14. FQHC: Federally Qualified Health Center
15. Insured: A person who is covered by health insurance.
16. Jurisdiction: Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.
17. LPHA: Local public health agency
18. MMR Measles, mumps, and rubella vaccine.
19. MMR and DTaP database: An electronic, CDPHE tool that provides access to county-level measles, mumps, rubella, diphtheria, tetanus, and pertussis vaccine coverage data.
20. MOU: Memorandum of Understanding
21. RHC: Rural Health Center
22. School: As defined by the Colorado Board of Health rule 6 CCR 1009-2, all child care

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facilities licensed by the Colorado Department of Human Services including: child care centers, school-age child care center, preschools, day camps, resident camps, day treatment centers, family child care homes, foster care homes, and head start programs; public, private, or parochial kindergarten, elementary or secondary schools through grade twelve, or a college or university.

23. Section 317 Vaccine: Vaccine funding used to support infrastructure critical to vaccine program success including vaccine for: uninsured and underinsured adults, outbreak response and preparedness support.
24. VFC: Vaccines for Children
25. VPD: Vaccine-preventable disease
26. WIG: Wildly Important Goal - a current strategic priority of CDPHE

IV. Work Plan:

Goal #1: Reduce vaccine-preventable diseases in Colorado by increasing or maintaining immunization coverage.	
Objective #1: No later than the expiration of the contract, provide core immunization services intended to improve the health of individuals and communities.	
Primary Activity #1	The Contractor shall implement core immunization services within its jurisdiction.
Sub-Activities #1	1. The Contractor shall promote within the jurisdiction all ACIP-recommended vaccines available through the following distribution channels: a. VFC vaccines available through the VFC program for the eligible population served. b. Section 317 vaccines available through the Section 317 program for the eligible population served. c. Privately-purchased vaccines available for the eligible insured population served. 2. The Contractor shall assure immunizations are provided within the jurisdiction. 3. The Contractor shall screen patients for eligibility to receive publicly funded vaccine. 4. The Contractor shall send immunization data to CIIS for all immunizations administered by the agency within seven (7) days of vaccine administration. 5. The Contractor shall promote use of CIIS to providers and schools in the jurisdiction. 6. The Contractor shall review the county level Immunization Rates Report provided by CIB for the following information: a. Children 19-35 months of age no later than 30 days after distribution by CIB b. Adolescents 13-17 years of age no later than 30 days after distribution by CIB c. Compare to the *CDC National Immunization Surveys; Child and Teen* and CIIS-generated statewide rates provided by CIB in order to increase awareness of county versus state and national immunization rates within the 30 days that the rates report is distributed by the CIB. 7. The Contractor shall provide immunization subject matter expertise to the following: a. Decision makers b. Policy makers

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	c. Health care providers d. The public 8. The Contractor shall meet with local stakeholders to implement a minimum of one (1) evidence-based strategy that is culturally and linguistically appropriate to reduce the following: a. immunization disparities by race b. immunization disparities by ethnicity c. immunization disparities by socio-economic status d. immunization disparities by disability status 9. The Contractor shall promote informed vaccine decision making by educating a minimum of one (1) of the following: a. consumers b. health care providers c. staff who administer immunizations d. policy makers 10. The Contractor shall address vaccine hesitancy by educating a minimum of one (1) of the following: a. consumers b. health care providers c. staff who administer immunizations d. policy makers 11. The Contractor shall promote vaccine services availability by educating a minimum of one (1) of the following: a. consumers b. healthcare providers c. staff who administer immunizations d. policy makers 12. The Contractor shall promote seasonal influenza vaccine to improve preparedness in the event of an influenza pandemic according to the following criteria: a. The Contractor shall promote seasonal influenza vaccine with new organizations. b. The Contractor shall continue seasonal influenza vaccine coordination with existing organizations. c. The Contractor shall promote seasonal influenza vaccine with commercial sector organizations. 13. The Contractor shall maintain a deputization MOU with an FQHC/RHC. 14. The Contractor shall deliver information to schools and CCCs about the *Colorado State Board of Health Rule 6 CCR 1009-2* annual reporting requirement. a. The Contractor shall follow up with schools who fail to report data. b. The Contractor shall follow up with CCCs who fail to report data. 15. The Contractor shall support a network of VFC providers. a. The Contractor shall perform ongoing recruitment of new VFC providers. b. The Contractor shall educate current VFC providers about the VFC program requirements.

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	16. The Contractor shall implement core immunization services in response to cases of VPD in the jurisdiction. 17. The Contractor shall maintain staff readiness for a VPD outbreak. 18. The Contractor shall participate in CIB Immunization calls for up-to-date information. a. The Contractor shall listen to the audio recording of the call provided by the CIB within 30 days when the Contractor is unable to attend the call. 19. The Contractor shall attend a minimum of one (1) immunization-related training or conference.
Objective #2: No later than the expiration of the contract, implement evidence-based strategies to improve immunization rates in populations identified as underimmunized.	
Primary Activity #1	The Contractor shall utilize immunization strategies to address strategic priorities.
Sub-Activities #1	1. The Contractor shall utilize immunization strategies to address underimmunization in populations. 2. The Contractor shall review the list of strategies from *Strategies to improve Colorado vaccination rates* (in Standards and Requirements section). 3. The Contractor shall plan local activities to use evidence-based strategies that are culturally and linguistically appropriate to increase immunization rates with the following: a. Health care providers b. Pharmacists c. Long-term care facility staff d. Infection control specialists e. School officials f. The public
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall use the final results of the *CDC National Immunization Surveys; Child and Teen* and CIIS-generated statewide rates provided by CIB via email communication in order to increase awareness of county versus state and national immunization rates. 3. The Contractor shall comply with the requirements for entering/submitting immunization data into CIIS as agreed to in the *CIIS Letter of Agreement* found within the online CIIS Resource Center located on the following website, https://www.cophr.com/emrlogin.asp. The content of this website is incorporated and made part of this contract by reference. 4. The Contractor shall comply with the ACIP recommendations for vaccine administration located on the following website, http://www.cdc.gov/vaccines/acip/index.html. The content of this website is incorporated and made part of this contract by reference. 5. The Contractor shall promote compliance with school immunization rules within the *Colorado State Board of Health Rule 6 CCR 1009-2* located on

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	the following website, https://drive.google.com/file/d/1lUWIH39hkuiXaIg4bcPOp7WoNdEw-TQC/view. This document establishes immunization standards and is incorporated and made part of this contract by reference. 6. The Contractor shall create a login to access the school and childcare immunization data for the Contractor's jurisdiction located on the following website, Colorado Health Informatics Data Systems. The content of this website is incorporated and made part of this contract by reference. 7. The Contractor shall maintain a signed VFC recertification agreement when providing VFC vaccines for the jurisdiction. 8. The Contractor shall provide signed VFC recertification packet and agreements via the following website when providing VFC vaccines for the jurisdiction: https://fs9.formsite.com/ColoradoIMMprogram/2023RecertForm/index.html . This information is incorporated and made part of this contract by reference. 9. The Contractor shall comply with the requirements for utilizing VFC vaccine agreed to in the VFC recertification agreement packet provided by CIB when providing VFC vaccines for the jurisdiction. 10. The Contractor shall comply with the eligibility requirements for utilizing Section 317 vaccine as provided by CIB policy and via email when providing 317 vaccines for the jurisdiction. 11. The Contractor shall review and use a minimum of one (1) evidence-based strategy to reduce coverage disparities by race, ethnicity, socio-economic status, and/or disability status from *Strategies to improve Colorado vaccination rates* located on the following website, https://drive.google.com/file/d/1dYouAyuWmrzS1P8RQ7ZPl0uryuKfcC-5/view?usp=sharing The content of this website is incorporated and made part of this contract by reference. 12. The Contractor shall use deputization MOU guidance as provided by CIB via email. 13. CDPHE will provide programmatic technical assistance to the Contractor, upon request. 14. The Contractor shall complete an electronic quarterly progress report using the *FY24 Immunization Core Services Quarterly Progress Report,* via the following website, https://fs9.formsite.com/ColoradoIMMprogram/FY24_LPHA/index.html The content of this website is incorporated and made part of this contract by reference. 15. The Contractor shall complete the final electronic quarterly progress report as a non-reimbursable deliverable. 16. The content of this website is incorporated and made part of this contract by reference.

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	17. The Contractor shall utilize strategies of *CALPHO and CDPHE's Colorado Public Health System Transformation: Core Public Health Services Needs Assessment Report. Jan 2020* located on the following website, *https://drive.google.com/file/d/13WfziCLlym01ZcFsW_fke8W4MjRbxL8r/view?usp=sharing*. This document establishes immunization standards and is incorporated and made part of this contract by reference. 18. The Contractor shall access the MMR and DTaP Dashboard to track immunization coverage in their jurisdiction. The content of this website is incorporated and made part of this contract by reference. 19. The Contractor shall strive to meet immunization targets for the jurisdiction set by the CIB to attain a WIG. 20. CDPHE will provide each jurisdiction's immunization targets via email within 90 days of the execution of the contract. 21. The CIB will maintain the LPHA Core Immunization Services FAQ document to address questions regarding this project. The content of this website is incorporated and made part of this contract by reference. 22. The Contractor shall utilize immunization strategies to address underimmunization in populations as defined by CDPHE. 23. The Contractor shall review a list of strategies from ***Strategies to improve Colorado vaccination rates***. The content of this website is incorporated and made part of this contract by reference. 24. The Contractor shall complete the electronic quarterly progress report due in July as a non-reimbursable Deliverable.	
Expected Results of Activity(s)	1. Immunizations are offered within the Contractor's jurisdiction. 2. Immunizations are promoted within the Contractor's jurisdiction. 3. Immunizations are administered within the Contractor's jurisdiction.	
Measurement of Expected Results	1. Data contained in the Immunization Rates Report. 2. Data contained in the CDPHE MMR and DTaP Dashboard. 3. Data contained in quarterly progress reports.	
		Completion Date
Deliverables	1. For Contractors providing VFC vaccines, the Contractor shall electronically submit signed VFC recertification packet and agreements.	No later than 30 business days following the receipt of the recertification packet
	2. The Contractor shall submit an electronic quarterly progress report using the *Immunization Core Services Quarterly Progress Report.*	No later than 15 calendar days following the last calendar day of September, December, March and July

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	3. The Contractor shall submit immunization data for all immunizations administered by the Contractor's agency to CIIS.	No later than seven (7) days following vaccine administration

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

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EXHIBIT C

To Original Contract Number: 2024*0031	
Original Budget	
Immunization Core Activities - Gunnison	
Federal Funds	$8,495.00
State Funds	$23,976.00
Total Amount	**$32,471.00**

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Exhibit D

Federal Provisions - CDC-RFA-IP19-1901 Immunization and Vaccines for Children

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**
   a. Subrecipient: Gunnison County Department of Health and Human Services
   b. Subrecipient Unique Entity Identification Number:
      - SAM Unique Entity ID (UEI): NSN9FAGKEDJ9
   c. The Federal Award Identification Number (FAIN) is NH23IP922600
   d. The Federal award date is TBD.
   e. The subaward period of performance start date is 07/01/2022 and end date is 06/30/2023.
   f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
7/1/2022 - 6/30/2024	$139,964,501.00	$6,215,817.00

   g. Federal award title of project or program: Immunization and Vaccines for Children.
   h. The name of the Federal awarding agency is: The Department of Health and Human Services – Centers for Disease Control and Prevention and the contact information for the awarding official is Hilary Oliphant, 4770 Buford Highway, Chamblee, GA 30341,770-433-3973; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Heather Roth, 4300 Cherry Creek Drive South, A-3, Denver, Colorado 80246 303-692-2289.
   i. The Catalog of Federal Domestic Assistance (CFDA) number is **# 93.268** and the grant name is Immunization and Vaccines for Children.
   j. This award **is not** for research & development.
   k. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
   l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

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2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.

4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.

5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.

7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.

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

11) **Contract Provisions**. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:

a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");

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c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").
d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
k. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

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12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

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

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

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; City of Gunnison; Gunnison-Hins

Action Requested: Other Consent to Apply

Parties to the Agreement:

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

Summary:

City of Gunnison Community Grant Application - Gunnison Hinsdale Early Early Childhood Council

Fiscal Impact:

Submitted by: Lana Athey **Submitter's Email Address:** lathey@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 10/1/2025

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

Comments:
Legally sufficient. SO 10/2/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/2/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

Organization Name

Gunnison-Hinsdale Early Childhood Council and the Multicultural Resource Office housed under Gunnison County Department of Health and Human Services

Contact

Lana Athey – Early Childhood Services Supervisor, lathey@gunnisoncounty.org

Mailing Address

220 N. Pine Street, Gunnison, CO 81230

Provide a brief description of the program or service:

The Gunnison-Hinsdale Early Childhood Council (GHECC) and Multicultural Resource Services (MRS) are both housed under Gunnison County's Department of Health and Human Services (DHHS). Both the GHECC and the MRS are focused on creating solutions to issues related to our vulnerable populations, including youth and young children, low income and minority populations.

The lack of affordable, quality child care has continued to be an issue for many families with young children in our community. This issue was exacerbated with the sudden closure of Little Adventures Child Care Center which provided care for around 40 children and employment for 10 individuals. The GHECC continues to hear from families on a weekly basis that are struggling to find affordable full day care for their children ages 0-5 and others who are having difficulty finding after-school care for their school aged children.

Early childhood workforce turnover over and many sites operating on shoestring budgets over the last few years has strained the early childhood education system in our community, especially infant/toddler care. Accessing infant and toddler care remains a difficult if not impossible task for many families, with few available slots County wide and high tuition rates.

Over the last 3 years the Council has been able to acquire funding to support the EC credential stipend program for early childhood teachers. In July of 2025 Gunnison County agreed to hold $100,000 in local marketing tax dollars to support early childhood workforce efforts. The program provides early childhood teachers with $100-$1,600 stipends depending on their early childhood credential level and number of years they have applied. The fund will also support paid sick leave for early childhood teachers, licensed family childcare home start up grants, scholarships for local early childhood professionals taking Early Childhood Education courses, and a continuing education stipend for currently employed early childhood teachers that complete college coursework related to early

childhood education. The Council believes that our efforts to better support the early childhood workforce have directly impacted teachers making them more likely to remain in the early childhood field for a number of years. In recent months the Council and MRS staff have also began offering monthly office hours at all of the licensed early childhood programs in the communities that we serve. During the office hours Council and MRS staff are available at the child care centers/home providers to meet in person with teachers and answer any questions they may have. During the visits staff typically provides support around increasing the teacher's early childhood credential, career navigation, information on Council workforce supports, opportunities for quality improvement coaching, and raisin awareness around local, regional and statewide professional development opportunities. Although the programs that we have established do not place a significant amount of funds back into the hands of teachers they do go miles to show that the community appreciates the teachers and the work that they do on a daily basis.

The GHECC is requesting funding from the City of Gunnison so we can continue to build local supports for our early childhood workforce and families in our community and strengthen our local early childhood system. Ultimately, this will create a stronger and more resilient community.

The GHECC and MRS are requesting funding to help support our efforts to:

- Improve collaboration among organizations that have the potential to support the reopening of a child care program in the Little Adventures location.
- Offer a stipend for local early childhood programming experts to support a new operator in the former Little Adventures building with business and operations consulting.
- Increase the voice of Spanish-speaking community members in creating solutions for childcare needs, and providing training opportunities for Family, Friend and Neighbor caregivers
- Continue offering office hour visits at childcare sites in our catchment area.

Funding Impact*****

Please describe the resulting impact to your program or service in the event funding is not approved or your application is only funded in part.

Should the funding for this service not be approved, the GHECC and MRS would continue to work on the tasks outlined in the program description. However, we may be unable to offer a stipend to local early childhood programming experts to support a new operator in the former Little Adventures child care space. Consultation of a new operator is essential to ensure that the new operator has a strong foundation to build a robust and successful

program so that our community does not have to endure another closure of a childcare center.

The GHECC believes that it is critical to continue to develop ways to better support the early childhood workforce. Our community must come to the realization that quality, affordable child care cannot continue without investment from the community. Without outside support we will continue to see families struggling to find quality, trusted care for their young children and a greater number of childcare providers struggling to maintain operations and keep their workforce intact. This is very concerning for our community members, increasing the amounts of toxic stress experienced by a large number of families in the community and having a lasting effect on the overall function of our community and the healthy development of children.

How many participants are directly impacted by or participate in your program or service? Please enter a NUMBER - don't just indicate a geographic area to which you provide services

875 (Estimated number of Children in the City of Gunnison Licensed Child Care slots, their parents, and the early childhood workforce)

Why do you think the program or service should be funded by the taxpayers of the City of Gunnison?

Quality early childhood care and education plays a vital role in the health and well-being of children, families, and the community. The efforts outlined in this proposal will strengthen our local early childhood system. The Council estimates that the abrupt closure of Little Adventures child care center impacted the lives of over 35 families, and several employers in the community. Licensed providers continue to operate on razor thin margins, we continue to see high rates of early childhood workforce turnover, and families continue to struggle to afford tuition. Continued support from the City of Gunnison will help the Council to continue developing local initiatives that can benefit the entire early childhood system while also working with family, friend and neighbor caregivers in the community and support them through the licensing process if they are interested in becoming licensed. Local families will be able to remain employed and have the opportunity to access quality care for their children. Efforts to better support the early childhood system and increase access to quality early childhood care and education is a protective factor that buffers against the toxic stress and supports the healthy development of young children.

Please list three measurable objectives and include how attainment of the goals/objectives will be measured.

Objective #1

- Continue the GHECC and MRS work to raise community awareness around the issues facing early childhood education in the following ways:
    - Community presentations/stakeholder meetings around the current early childhood landscape
- Continue surveying the Early Childhood Workforce and Parents in the Community regarding their needs for early childhood care and education.
- Increase Latinx community's awareness around resources available, family, friend, and neighbor caregiver trainings, pathways to becoming a licensed home provider, and professional development opportunities in the field of early childhood.

Objective #1 Measurement

- At least 2 community presentations/ early childhood stakeholder meetings on the current early childhood landscape will be completed during the grant period
- An EC workforce Survey will be released October 2026
- MRS will continue to do outreach to the Latinx community to connect them to valuable resources.

Objective #2

Increase access to quality early childhood care and education.

The GHECC and MRS staff will continue organizing Family Friend and Neighbor (FFN) (non-licensed caregivers) trainings and pre-licensing support to FFN caregivers. These trainings will be for individuals currently providing care in their homes and those interested in becoming licensed child care providers in our area. Trainings will include many of the pre-licensing courses necessary for an individual to become a licensed childcare provider, such as First Aid, CPR, Standard Precautions, and Medication Administration.

- FFN caregivers will be providers will receive training to ensure they have a safe environment to care for children as well as some direction around how to support children with challenging behaviors.
- Outreach to Spanish speaking providers will be a priority area. Spanish interpretation will be provided at each training or trainings will be offered in Spanish.

The GHECC and MRS staff will plan the 2026 Nurturing the Young Child Conference, which will provide 5 hours of continuing education. Spanish interpretation will be provided at the conference or some sessions will be offered in Spanish.

Objective #2 Measurement

- At least 3 FFN and/or pre-licensing trainings will be offered throughout the year.
- The Nurturing the Young Child Conference will be offered in April 2026, with Spanish interpretation services offered and/or sessions presented in Spanish.

Objective #3

The GHECC will work with early childhood stakeholders to identify local area early childhood programming experts to support a new operator in the former Little Adventures space.

Objective #3 Measurement

The GHECC staff will connect with a local expert to support a new operator in the former Little Adventures space to provide consulting on best practices for operating a child care business including childcare program development, child enrollment, policy development, tuition rates, researching grant opportunities, etc.

Gunnison Multicultural Resource Services and Early Childhood Council Grant Budget 2026		
Multicultural Resource Services Staff	$3,000	Staff time for translation, interpretation, and outreach activities, including events.
Early Childhood Council Staff	$3,000	Staff time for recruitment and retention of licensed childcare providers, including providing trainings.
Consultant Stipend	$4,000	Stipend for one or two local early childhood programming expert to provide consultation to new childcare program operator
Total Requested	$10,000	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; City of Gunnison Public Service

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Grant for GCSAPP Youth Programming and Behind the Wheel driving education.

Fiscal Impact:

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 10/1/2025

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

Comments:
Legally sufficient. SO 9/29/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/29/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

City of Gunnison Public Service Grant 2025

Narrative

Organization Name: Gunnison County

Mailing Address: 200 E. Virgina Ave, Gunnison, Co 81230

Website: https://www.gunnisoncounty.org/156/Gunnison-County-Substance-Abuse-Preventi

Contact Person: Emily Mirza

Email: emirza@gunnisoncounty.org

Phone: 970-642-7396

Application Type: Government

Application Type: Renewal

Prior Year Reporting Requirement

Amount Funded: $8,000

Please provide a detailed synopsis of the program. The synopsis of the program must include your assessment of progress toward the objectives included in the grant agreement.

Driver's Education and Behind the Wheel was offered throughout the school year and summer in 2024-2025. The in-classroom Drivers Education was offered to 72 students in the community with 2,250 contact hours. Additionally, in June there was a one-week intensive Driver's Ed course interpreted into Spanish with 11 students enrolled and 330 contact hours. GCSAPP partnered with Gunnison High School, Gunnison County Health and Human Services, and the City of Gunnison to offer interpretation. In addition, for both the English and Spanish courses, GCSAPP partnered with the Gunnison Watershed RE1-J School District to offer classroom Driver's Education for high school. There were 66 contact hours for Behind the Wheel this past year.

The GCSAPP Youth Coalition engaged 50 6th-12th grade youth throughout the 2024-2025 school year. Youth groups of middle and high school students meet bi-weekly in the morning at school. Adult facilitators were bilingual to allow for equitable access for diverse youth. Youth identified concerns related to substance use and mental health with their peers and created projects to address the concerns. Nicotine use (vaping and nicotine pouches) was identified as the main concern will middle and high school students. The Gunnison Middle School group created a schoolwide campaign called "Don't Vape, Air is the Best Flavor". The created promotional cards that showed the school consequences of using nicotine on school grounds in Spanish and English. Additionally, they interviewed their peers and teachers about the dangers of vaping. They created an all-school assembly where they shared facts around nicotine/vaping in English and Spanish. They showed their video during the assembly.

GCSAPP Youth Coalition supported with monthly movie nights at WCU. Where they unidentified the films. 720 community members attended, and 7 events were hosted.

Program or Service: GCSAPP Youth Programs and Behind the Wheel

Amount requested: $10,000

Provide a brief description of the program or service.

GCSAPP aims to provide substance use prevention and mental health promotion for youth and families in Gunnison County. Our goal is to reduce risk factors that may increase the likelihood of substance use and increase protective factors that help young people to be healthy and thriving community members. GCSAPP does this through a multipronged approach that includes: building support for substance-free community events along with programming and educational opportunities for youth and their parents. Substance-free events seek to change the cultural norms and attitudes favorable toward substance use. Furthermore, GCSAPP uses a positive youth development lens, providing youth specific programming and educational opportunities for youth and parents alike. GCSAPP Youth Programming provides youth community opportunities to build new skills, opportunities to practice the skills to be applied in numerous settings and throughout life, as well as connections to trusted adults. Funding from the City of Gunnison will support two youth programming initiatives: GCSAPP Youth Leadership/Coalition and Drivers Education. GCSAPP is requesting $5,000 for each program.

1) Youth leadership programming includes the GCSAPP Youth Coalition, Youth Wellness, and outdoor youth leadership opportunities. The Youth Coalition consists of 6th-12th grade youth from the north and south end of the valley working to address concerns around youth health, safety, pro-social events. Efforts are youth identified and youth led. One of the primary goals of the GCASPP Youth Coalition is to support youth to create events, projects, and campaigns that address their identified concerns throughout the school year. Youth are encouraged to take leaderships roles, be creative, and showcase their skills. Another youth specific program is Youth Wellness, a program that connects youth 11-18 with free and confidential mental health services. In addition, programming includes outdoor leadership opportunities with a variety of community partners.

2) GCSAPP aims to increase the skills and knowledge of youth to drive safely by providing high quality drivers education and GDL programming. GCSAPP will continue implementing the driver's education/GDL program. We currently have funds for 2 years to provide classroom-based drivers education program in collaboration with the RE1-J School District that includes a Graduated Driver's License program. There are two 16- week classes in conjunction with the Gunnison Watershed RE1-J School District and two 1-week summer programs, with one interpreted into Spanish. Funds are needed for the driving portion of this class. The driving portion will allow for mentored driving opportunities, hands on experience, experience getting pulled over and what to do in an accident. This program will serve up to 30 youth. Each youth will spend 6 hours of driving with the instructor. This will also give youth whose parents do not have a driver's license or whose family does not have a vehicle an opportunity to drive with an adult who can provide mentorship. GCSAPP is paying for the classroom time, RE1-J is providing a vehicle, and we are requesting the City of Gunnison to contribute to Behind the Wheel to increase community safety and decrease impaired driving.

Please describe the resulting impact to your program or service in the event funding is not approved or your application is only funded in part.

GCSAPP holds additional funding from local, state, and federal grants for this work. The Youth Coalition would continue to operate but the opportunities for youth enrolled, leadership and outdoor programming, pro-social events, and community engagement would be limited if we were not awarded funding.

GCSAPP holds a grant from the Colorado Department of Transit for classroom drivers' education. We do not have any additional funds for Behind the Wheel driver's education. This service is offered free to youth to remove barriers to access.

State and federal funding sources have shifted their priorities away from direct service funding. It is imperative that we secure funding through local avenues for direct services such as drivers' education, youth programming, and pro-social events.

How many participants are directly impacted by or participate in your program or service? Please enter a NUMBER - don't just indicate a geographic area to which you provide services.

500

Why do you think the program or service should be funded by the taxpayers of the City of Gunnison?

Upstream prevention works across the social ecological model with individual services (GCSAPP Youth Coalition/Youth Wellness), education (drivers ed/GDL) and opportunities in the community to connect (prosocial events). Engaging youth in community-based work allows their voice to be heard, we cannot do work for young people without young people. GCSAPP Youth Coalition helps to build to leadership skills and increase safe spaces for young people to convene. Driver's education allows for youth to take in person courses for credit and increases access to behind the wheel driving for youth. Over the past five years, GCSAPP has worked with community partners to reduce impaired driving by youth, decrease substance use, and increase positive social norming events. In 2019, 88.8% of Gunnison County high school youth who binge drank in the last 30 days drove a car after drinking; in 2021 the number significantly dropped to 36.7% and in 2023 continued to lower to 24.7% (Healthy Kids Colorado Survey). Concerningly, there has been an increase in middle school substance use between 2019 and 2023. Middle school students who have ever used an electronic vapor product went from 3.7% in 2019 to 7.8% in 2023 (HKCS). Middle school students who drank alcohol in the last 30-days went from 4.9% to 7.9%. Concerningly, middle school youth who ever drank alcohol went from 10.1% in 2021 to 22.7% in 2023 (HKCS). Middle school mental health measures continue to increase. In 2019, 21.2% of middle school youth indicated feeling sad or hopeless two weeks or more in the past 12 month while in 2023 was 24.5%. 14% ever considered suicide in 2019 that number increased to 21.2% in 2023. Last, 5.1% of middle school youth ever attempted suicide in 2019 and 2023 it was 7.5%. Hispanic youth have a disproportionately higher suicide attempt at 15.3% (HKCS). This has indicated a need to increase prevention efforts younger through efforts like the middle school youth coalition.

These efforts, and those of many community partners, have allowed for healthier youth, better decision making, and decreased barriers to services.

Please indicate why you believe your request program and service should be funding in whole or in part with Special Marijuana Sales Tax revenues.

These programs together provide substance abuse prevention programming, education, and counselling youth in the community. Utilizing marijuana tax revenues provides the opportunity to invest in the health and wellbeing of local youth, decrease risk factors, and increase protective factors.

Youth Coalition provides youth the opportunity to build new skills, practice the skills and be recognized in the community. In addition, they build relationships with their peers and trusted adults. Prosocial events are healthy and safe opportunities for youth to engage and connect with peers without substances. Last, drivers' education provides youth the opportunity to learn high quality skills and knowledge of driving and road safety.

Objective #1: By December 30, 2026, the GCSAPP Youth Coalition will engage 40 youth.

Objective #1 Measurement: GCSAPP tracks the number of youths enrolled and meeting dates.

Objective #2: By December 30, 2026, GCSAPP Youth Coalition will execute at least one prosocial event, program, or campaign.

Objective Measurement #2: GCASPP tracks the number of youths enrolled and promotional materials.

Objective #3: By December 30, 2025, Drivers Education will be offered to 50 youth and Behind the Wheel will be offered to 30 youth.

Objective #3 Measurement: Measurement: GCSAPP tracks the number classroom and driving contact hours.

Certification:
I hereby attest that the information provided in this application is accurate as of the date of submission.

Field Type Signature:

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Concession, Lease, and Operating Agreement for a N

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and The Hertz Corporation

Term Begins: 06/01/2025 **Term Ends:** **Grant Contract #:**

Summary:

Agreement for the The Hertz Corporation to operate an on-airport automobile rental concession at the Gunnison Airport

Fiscal Impact:

Submitted by: Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 10/1/2025

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

Comments:
Legally sufficient. SO 9/30/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/30/2025 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

Concession, Lease, and Operating Agreement
for a Non-Exclusive
On-Airport Automobile Rental Concession at
Gunnison-Crested Butte Regional Airport
between the
County of Gunnison and
The Hertz Corporation
June 1, 2025

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CONCESSION, LEASE, AND OPERATING AGREEMENT FOR A NON-EXCLUSIVE ON-AIRPORT AUTOMOBILE RENTAL CONCESSION

This CONCESSION, LEASE, AND OPERATING AGREEMENT is made and entered into as of the Effective Date _____ by and between the COUNTY of GUNNISON ("County") and The Hertz Corporation, a Delaware limited liability company and automobile rental car company ("Concessionaire"), authorized to conduct business in the State of Colorado under the following brand or trade name(s) HERTZ ("Brand Name").

RECITALS

WHEREAS, the County operates the airport situated in Gunnison County, Colorado, known as Gunnison-Crested Butte Regional Airport, located at 519 Rio Grande Ave, Gunnison, Colorado 81230 ("Airport"); and

WHEREAS, on-airport automobile rental services at the Airport are necessary for the proper accommodation of customers arriving at and departing from the airline passenger terminal at the Airport; and

WHEREAS, the County wishes to grant rights to operate automobile rental businesses at the Airport ("Automobile Rental Concession") from qualified automobile rental service providers for the right to operate such businesses; and

WHEREAS, the County wishes to award, and Concessionaire wishes to accept a non-exclusive Automobile Rental Concession under the terms hereof.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants in this Agreement, County does hereby award to Concessionaire and Concessionaire does hereby accept from County certain rights and privileges on and in connection with the Airport, along with the obligations described herein, and County and Concessionaire do furthermore agree to the following:

ARTICLE 1.
DEFINITIONS

Unless the context shall clearly indicate otherwise, the terms defined in this Article shall, for all purposes of this Agreement, have the following meanings. The following definitions shall be equally applicable to both the singular and plural forms of any of the terms defined below.

1.1 Agreement Year shall mean each twelve (12) month period during the Term of the Agreement beginning on June 1, 2025 and any anniversary thereof during the Term.

1.2 Airport Concession Disadvantaged Business Enterprise (ACDBE) shall mean a business, whether it is a corporation, sole proprietorship, partnership, or joint venture, certified as an airport concession disadvantaged business enterprise in accordance with 49 CFR Part 23.

1.3 Aircraft shall mean any contrivance now known or hereafter invented, used or designed for navigation of or flight in or through the air.

1.4 Agreement shall mean this Concession, Lease, and Operating Agreement between the Parties as described in this Agreement including all exhibits, attachments, appendices, schedules, and subsequent amendments thereto.

1.5 Airport shall have the meaning set forth in the above Recitals.

1.6 Airport Director shall mean the current director of the Gunnison-Crested Butte Regional Airport or his or her designated representative.

1.7 Airport Rules and Regulations shall mean those rules, procedures and regulations promulgated by the County from time to time for the orderly use of the Airport, as the same may be amended, modified, or supplemented from time to time. The Airport Rules and Regulation can be found on the County website.

1.8 Airport Security Plan shall mean a program developed by the County for the maintenance of the safety and security of the Airport and Persons using the Terminal or any other portion of the Airport premises, as it may be amended, modified, or revised by the County from time to time.

1.9 Applicable Laws shall mean all present and future applicable laws, ordinances, orders, directives, rules, codes and regulations of all Governmental Authorities and all present and future grant assurances provided by the County to any Governmental Authority in connection with the County's ownership or operation of the Airport, as the same may be amended, modified or updated from time to time, applicable decisional law (including, without limitation, judicial or administrative interpretations, orders and judgments) and the Airport Rules and Regulations.

1.10 Automobile Rental Concession shall have the meaning set forth in the above Recitals.

1.11 Brand Name shall mean the name, logo, acronym or other unique identification by which the Concessionaire identifies itself to the public and distinguishes itself from other vendors.

1.12 Capital Additions shall mean all improvements, structures, fixtures, shelving, cabinets, counters, wires and conduits, equipment, lighting, signage, furniture decorations and such other infrastructure and materials installed by Concessionaire in, on or within the Concession Premises for operation of the Automobile Rental Concession.

1.13 Code of Federal Regulations (CFR) shall mean the codification of the general and permanent rules published in the United States Federal Register by the executive departments and agencies of the United States Federal Government.

1.14 Commencement Date shall mean June 1, 2025.

1.15 Concessionaire shall have the meaning set forth in the first paragraph of this Agreement.

1.16 Concession Fee shall mean the greater of ten percent (10%) of Gross Revenue or the Minimum Annual Guarantee (MAG).

1.17 Concession Premises shall mean those areas at the Airport to which the Concessionaire is granted rights to occupy under this Agreement as more specifically detailed in Article 4.1.

1.18 Concession Recovery Fee shall mean a separate statement of and charge for the Percentage Fee on Airport Customer invoices or rental agreements, which is not required, but will not be prohibited by the County as further defined in Article 5.1.

1.19 Customer Facility Charge or "CFC" shall mean the fee imposed by the County for each of Concessionaire's Customers for the finance, design, construction, and operation of consolidated airport facilities constructed by or on behalf of the airport operator or its governing entity to be jointly used by all rental vehicle companies operating at an airport pursuant to a concession agreement between the airport operator and a rental car company.

1.20 County shall mean Gunnison County, Colorado, who has the ownership, custody, control and management of the Airport.

1.21 Customers shall mean all automobile rental customers that are related or connected in any way to the Airport including without limitation enplaning, deplaning, or connecting airline passengers; employees of companies operating at the Airport; and enplaning, deplaning, or connecting passengers at the Airport's general aviation facilities. Any automobile rental customer that has passed through the Airport within the previous 24 hours is presumed to be an Airport Customer.

1.22 FAA shall mean the United States FAA, and any successor agency, office, or department thereto.

1.23 Force Majeure shall means act and events not within the reasonable control of the party claiming suspension, and which that party has been unable by the exercise of due diligence to avoid or prevent. Events of Force Majeure includes without limitation: strikes, lockouts or other industrial disputes; inability to obtain material, equipment or labor; epidemics, civil disturbances, wars, riots or insurrections; landslides, lightning, earthquakes, fires, acts of domestic or foreign terrorism, storms, floods or washouts; arrests and restraint of rulers and people; interruptions by government or court orders; present or future orders of any regulatory body having proper jurisdiction and authority; explosions; and breakage or accident to machinery. Force Majeure does not include economic or other conditions which affect a party's cost, but not its ability, to perform.

1.24 GAAP shall mean generally accepted accounting principles consistently applied.

1.25 Governmental Authority shall mean each federal, state, and municipal government, authority and agency and its respective agencies, departments, authorities, and commissions. "Governmental Authority" shall specifically include, without limitation, the County, Gunnison County

Government, State of Colorado, the United States Department of Transportation, the FAA, FTC, DHS, and the TSA.

1.26 Liabilities shall mean liabilities, contingent liabilities, claims, potential claims, costs, judgments, penalties, fines, losses, orders, and the like, including without limitation: (1) damages for the loss or restriction or use of rentable or usable space or of any amenity of the Airport; (2) sums paid in settlement of claims, liabilities, damages, injuries, causes of action, judgments, and expenses (including, without limitation, attorneys' fees, consultant fees and expert fees); (3) damages caused by the breach or non-performance by the Concessionaire of any covenant or other provision of this Agreement; and (4) costs incurred in connection with any investigation of site conditions and any cleanup, remediation, removal, or restoration work necessary should the Concessionaire fail to comply with provisions of this Agreement; and (5) rents, fees, or other monetary obligations owed by the Concessionaire to the County.

1.27 Market Share shall mean the percentage of Concessionaire's Gross Revenues during any Agreement Year, as reported by Concessionaire to the County for the payment of the Concession Fee, as compared to the total Gross Revenues of all Automobile Renal Concessionaires for the designated consecutive twelve (12) month measurement period.

1.28 Partial Taking means a condemnation or taking by exercise of the power of eminent domain by, or conveyance in lieu thereof to, a Governmental Authority (other than the County) of any part of the Premises that does not constitute a Total Taking.

1.29 Plans and Specifications shall mean the completed set of architectural working plans, drawings and specifications and engineering drawings and specifications prepared by Concessionaire's Architect/Engineer of record for the construction and installation of Capital Additions.

1.30 Rental Car Parking Lot shall mean the area used by Concessionaire for parking of rented automobiles for its Customers as more specifically set forth in Article 4.1.

1.31 Rental Car Service Counter shall mean the service counter and office space area or areas of the Terminal Building where Concessionaire shall conduct concession operations at the Airport as more specifically identified in Article 4.1.

1.32 Shall means an imperative command; has a duty to or is required to.

1.33 Structure shall include pavement, gravel, buildings, storage facilities, above or below grade, or any other item installed by the County or Concessionaire, which does not naturally occur upon the Airport.

1.34 Term shall mean the Initial Term and Extended Term (if extended).

1.35 Terminal Building shall mean the facilities at the Airport, existing or under construction as of the date of this Agreement, known individually as ticketing and baggage claim; security screening; non-public areas used for the purpose of enplaning and deplaning Airport passengers and all future expansions thereof.

1.36 Total Taking means a condemnation or taking by exercise of the power of eminent domain by, or a conveyance in lieu thereof to, a Governmental Authority (other than the County) of (1) all of the Concession Premises, (2) fifty percent (50%) of the square footage of the Concession Premises, or (3) such a substantial portion of the Terminal Building as to render the Airport inoperable.

1.37 TSA shall mean the United States Transportation Security Administration, and any successor agency, office, or department thereof.

1.38 Yearly Financial Statement means Concessionaire's annual report and statement of Gross Revenues which shall specify in detail in accordance with the Yearly Financial Statement requirements set forth in this Agreement, all Gross Revenues associated with the Concessionaire's operation at the Airport certified by an independent certified public accounting firm acceptable to County or the Concessionaire's Chief Financial Officer acknowledging that such documentation is accurate and complete based on such Chief Financial Officer's examination of the books, accounts, and records of Concessionaire.

ARTICLE 2.
OPERATING RIGHTS, PRIVILEGES, AND OBLIGATIONS OF CONCESSIONAIRE

2.1 Grant of Operating Rights and Privileges.

2.1.1 Automobile Rentals. Concessionaire shall have the right and obligation to rent non-chauffeured automobiles to Airport Customers. In conjunction with its concession operation, Concessionaire may: (a) offer personal accident insurance, personal effects insurance, and other insurance related to travel by car or the rental and use of Concessionaire's automobiles; (b) rent or sell other services or personal property approved in writing by the County, provided that (1) the services or personal property must be of a type that customarily are offered for sale or rent at other comparably-sized airports and (2) the sale or rental of the services or personal property must not conflict with a concession right or privilege of another Airport concessionaire.

2.1.2 Other Concessions. Concessionaire must have the County's prior written consent before engaging in any concession not expressly and specifically permitted by this Agreement, including but not limited to the sale of food, beverages, maps, or newspapers, and may be required as a condition of that consent to pay the County a fee, which may include, but is not necessarily limited to, a percentage of gross revenue from the concession.

2.1.3 Rights of Ingress and Egress. Concessionaire shall have the right of ingress to and egress from its Concession Premises over public walkways and roadways. Concessionaire shall have the right to use common use roadways, following established speed and safety signage. Concessionaire's rights of ingress and egress and use of common use roadways shall be subject to all Applicable Laws and to regulations established by the County.

2.1.4 Non-Exclusive Concession. The concession rights granted by this Agreement are non-exclusive. In the event of a vacancy, the County may grant similar automobile rental concession rights to others during the Term of this Agreement.

2.2 Operating Obligations.

2.2.1 Automobile Rentals. Concessionaire shall operate an Automobile Rental Concession continuously during the term of this Agreement and shall operate it in a first-class manner to serve passengers and other Airport users.

2.2.2 Adequate Numbers of Automobiles. Concessionaire shall maintain on hand at the Airport an adequate number of automobiles to meet all reasonably foreseeable rental demands. The model year of the automobiles shall not be more than two (2) years older than the current model year. All automobiles shall be maintained in good mechanical condition, and shall be kept clean, neat, and attractive inside and out. The County may disapprove any automobile provided by Concessionaire for public use at the Airport if the automobile fails to comply with the requirements of this Agreement. Upon receipt of the County's written notice of disapproval with a statement of grounds, Concessionaire shall immediately withdraw the disapproved automobile(s) from use as rentals at this Airport and shall not return the automobile(s) to rental use at the Airport until the grounds for disapproval have been eliminated to the County's satisfaction.

2.2.3 Hours of Operation. Concessionaire shall provide customer service personnel

and automobile rental services at the Rental Service Counter seven (7) days per week, from a time each day at least thirty (30) minutes before the first scheduled airline departure or the time of the first scheduled airline arrival, whichever occurs earlier, to a time thirty (30) minutes after the actual time of the last airline arrival or the time of the airline departure, whichever occurs later. The County, upon Concessionaire's written request, may authorize deviations from the requirements of this subsection. The schedule of business hours so established is subject to periodic review by the County or upon written request from Concessionaire. As a result of any such review, the County may require an expansion or allow a reduction of the hours of operation as public demand requires.

2.2.4 Quality of Service. Concessionaire shall furnish prompt, courteous, and efficient service on a fair, reasonable and nondiscriminatory basis to any member of the public. Concessionaire shall keep the Concession Premises in a safe, clean, orderly, and inviting condition. All services and property sold or rented by Concessionaire must conform in all respects to federal, state, County and municipal laws, ordinances, and regulations, and to any applicable rules adopted by the County. Concessionaire shall conduct its operations in an orderly and proper manner and so as not to annoy, disturb or be offensive to Airport Customers, visitors, or other tenants at the Airport.

2.2.5 Manager. Concessionaire shall engage a full-time automobile rental concession manager who: (1) is qualified and experienced; (2) has full authority to control the day- to-day operation of the automobile rental concession at the Airport; and (3) has authority to respond to and clean up a Hazardous Substance Release in a timely and appropriate manner (4) has authority to respond to accidents, both with personnel and property. The manager or the manager's designee shall be stationed at the Airport and shall be present at the Airport between 8 a.m. and 5 p.m. Monday through Friday. In the manager's absence, a subordinate shall be in charge and present at the Airport.

2.2.6 Staff. Concessionaire shall employ a sufficient number of trained personnel to handle customer service, automobile maintenance, automobile handling, and office and administrative duties necessary for the efficient and effective operation of the Automobile Rental Concession.

2.2.7 Staff Conduct. Concessionaire shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. Concessionaire’s officers, agents, employees, and representatives shall comply with all Airport rules and regulations, shall not act in a manner which will constitute a public or private nuisance, or which will disrupt the safe, efficient, and normal operations of the Airport and shall strictly observe all posted speed limits and other traffic and safety signs. Employees on duty shall wear uniforms or appropriate business attire. Uniforms and business attire shall be kept neat, orderly, and clean. Customer service personnel, Service Facility service personnel, and attendants shall be trained by Concessionaire to render high quality, courteous, and efficient service. Concessionaire shall closely supervise service personnel to assure a high standard of service to rental car customers. Upon receipt of a written objection from the County concerning the conduct of Concessionaire’s officers, agents, employees, contractors and representatives, Concessionaire shall promptly meet with the County’s representative to discuss the basis for the objection and take steps to eliminate the conduct, including if necessary the initiation of steps that could lead to the discharge of the offending employee in accordance with Concessionaire's employment policies and any applicable collective bargaining agreements.

2.2.8 Solicitation Prohibited. Concessionaire shall not permit its agents or employees to use pressure sales tactics or to overtly solicit for automobile rentals or related services offered by Concessionaire under this Agreement. The County shall be the sole judge of whether conduct amounts to a violation of this subsection. Upon written notice from the County, Concessionaire shall take all necessary steps to eliminate conduct in violation of this subsection and to prevent its recurrence.

2.2.9 Relationship with Competitors. Concessionaire shall maintain cooperative, albeit competitive, relationships with its competitors at the Airport, and shall not engage in open, notorious, or public disputes, disagreements, or conflicts with competitors that would tend to interfere with quality of the Automobile Rental Concessions at the Airport as a whole.

2.2.10 Diversion of Customers Prohibited. Concessionaire shall not divert or allow the diversion of any prospective Customers from the Airport to another location. If any such diversion does occur, the diverted transaction shall be deemed to have occurred at the Airport. In the event that Concessionaire establishes, owns, operates, or manages during the term hereof any rental car operations within two (2) miles of the Airport, it agrees to make all books, records, and other pertinent documents of such rental car operations available for audit by the County and/or its designated representative to ensure compliance with this provision.

2.2.11 Signs. Concessionaire shall not erect, install, nor permit upon the Concession Premises any sign or other advertising device without first having obtained the County's prior written consent, which may be withheld in its sole discretion. Concessionaire shall remove all signs and sign hardware upon expiration or termination of this Agreement and restore each sign location to its former state, unless the County elects to retain all or any portion of the sign or signage.

2.2.12 Compliance with Applicable Laws and Airport Rules and Regulations. Concessionaire shall comply with all Applicable Laws and Airport Rules and Regulations in its operations at the Airport. Concessionaire shall be responsible for the compliance of its officers, agents, employees, contractors and representatives with all Applicable Laws and Airport Rules and Regulations.

2.2.13 Drug-Free Workplace. The County operates a drug-free workplace program in accordance with the County's policies and procedures. Upon request, Concessionaire hereby agrees to submit an affidavit not less than annually, while this Agreement is in effect, certifying that Concessionaire operates a drug-free workplace program, or other drug or alcohol testing program, containing requirements at least as stringent as those of the program operated by the County.

2.2.14 Branding. Concessionaire may only conduct business at the Airport pursuant to this Agreement under the Brand Name and no other Brand Name shall be used or displayed by Concessionaire at the Airport. If Concessionaire's right to use the Brand Name arises under a license or franchise agreement, Concessionaire represents and warrants to the County that Concessionaire has been granted the right to use any such Brand Name for the entire Term of this Agreement, pursuant to a franchise or license agreement (the "Franchise Agreement") with the Brand Name owner (a "Franchisor or Licensor"). At the County's request, Concessionaire agrees to provide the County with a copy of the Franchise Agreement and reasonable evidence that such Franchise Agreement remains in full force and effect. Concessionaire agrees that a Franchisor's or

Licensor's termination of Concessionaire's right to use Brand Name, shall constitute an Event of Default under this Agreement.

2.2.15 Disincentive Fees. The following table sets forth a schedule of Disincentive Fees for Concessionaire's violations of the operating standards or failure to adhere to contractual requirements contained in this Agreement. These Disincentive Fees shall be in addition to all other rents and fees required by Article 5.1 or any other provisions of this Agreement. All Disincentive Fees shall be paid in full within ten (10) calendar days of the date of written notice from the County.

Infraction	**1st Violation**	**2nd Violation**	**3rd (or further) Violation**
Parking/Storage of vehicles in areas other than Concessionaire's Premises depicted in **Exhibits B & C**	$15 per day per vehicle		
Parking or storage of any vehicles in areas marked as a Fire Lane as set by the Fire Marshall.	Cited by Fire Marshall Plus $15 per day per vehicle		
Conducting any vehicle maintenance or cleaning activities in Concessionaire's Ready and Return Parking Areas.	Written Warning	$250 per incident	$500 per incident
Storing any items other than Concessionaire's rental vehicles. Incidental items required by Concessionaire (i.e. child car seats, etc.) are permitted to be stored in Concessionaire's Premises	Written Warning	$100 per incident	$250 per incident
Failure to maintain any portion of Concessionaire's Premises in a safe clean, neat, and orderly condition; or allowing any accumulation of rubbish, trash, or other waste materials in or about the Concessionaire's Premises.	Written Warning	$100 per incident	$250 per incident
Generation or accumulation of debris or dust that results in the blowing of debris or dust about, within, or from the Concessionaire's Premises to other parts of the Airport.	$50 per incident	$150 per incident	$500 per incident
Noncompliance with ACDBE reporting requirements	Written Warning	$100 per incident	$250 per incident
Failure to comply with Article 2.2.3 Hours of Operation	Written Warning	$100 per incident	$250 per incident
Failure to comply with Article 2.2.7 Staff Conduct	Written Warning	$100 per incident	$250 per incident
Failure to timely and accurately submit the Gross Monthly Reporting Form (Exhibit C)	Written Warning	$250 per incident	$500 per incident

ARTICLE 3.
TERM OF AGREEMENT

3.1 Initial Term. The initial term ("Initial Term") of this Agreement shall be for Three (3) years, commencing on June 1, 2025, the Commencement Date, and expiring May 31, 2028.

3.2 Extended Term. The Initial Term may be mutually extended for one (1) two (2)-year periods commencing on the day following the expiration of the Initial Term ("Extended Term"), by written notice at least one (1) year prior to the expiration of Initial Term by County to Concessionaire or by Concessionaire to the County.

3.3 Holding Over. In the event Concessionaire holds over after the expiration of the Term, the Term shall not be deemed to have been renewed, but instead, this Agreement shall constitute a month-to-month lease, terminable by either party upon thirty (30) days advance written notice and on the same terms and conditions as set forth in this Agreement in so much as they are applicable to a month-to-month lease.

ARTICLE 4.
CONCESSION PREMISES

4.1 Concession Premises. The County hereby assigns to Concessionaire, and Concessionaire hereby accepts, for Concessionaire's use in association with conducting the Concession, the following areas (collectively the "Concession Premises"):

4.1.1 Rental Car Service Counter. Concessionaire shall have the use of that counter and office space in the Terminal Building designated on the attached drawing hereinafter referred to as **Exhibit A** consisting of 259 square feet of space. Concessionaire may use its Rental Car Service Counter space for customer rental, return, and related transactions approved by the County, and for an administrative office. The County reserves the right, in its reasonable discretion, to relocate the Rental Car Service Counter to a comparable space, upon one-hundred twenty (120) days advance written notice to Concessionaire. In the event that County exercises its right to relocate Concessionaire's Rental Car Service Counter, the County will reimburse Concessionaire for its reasonable moving expenses, which expenses may be reimbursed to the County through Customer Facility Charges collected from Concessionaire's Customers. In connection with the Rental Car Service Counter Space, the County will furnish heat, ventilation and air conditioning, and electrical convenience outlets not to exceed 25-amp demand in a similar manner as are provided in public areas of the Terminal Building.

4.1.2 Rental Car Parking Lot. Concessionaire shall have the right to use certain assigned parking spaces ("Parking Spaces") within the automobile Rental Car Parking Lot located in the east lot to the north of the Terminal Building respectively as shown on the attached **Exhibit B** (collectively the "Rental Car Parking Lot"). Concessionaire may use its allocated Parking Spaces for: (1) the parking of Concessionaire's automobiles awaiting customer rental at the Airport and (2) the return of rental vehicles. The Parking Spaces is intended for use by rental vehicles only and Concessionaire shall not permit or allow other vehicles, including those owned or operated by employees, the general public or others to park in Rental Car Parking Lot. Violation of parking restrictions can result in the Concessionaire paying fees in Article 2.2.15 "Disincentive Fees." The County shall have the right, in its sole discretion, to determine which specific Parking Spaces shall be assigned to each Concessionaire.

(a) At the end of every second Agreement Year, Concessionaire may request the County to reallocate the Parking Spaces if the Market Share of Concessionaire or any other Concessionaire has changed by more than fifteen percentage points (15%) compared to its Market Share as of May 31, 2024. Should the County determine, in its sole discretion, to reallocate the Parking Spaces it will do so in accordance with the following formula: (i) the total number of Parking Spaces available for all Concessionaires, multiplied by (ii) Concessionaire's Market Share for the previous Agreement Year, rounded down to the nearest whole number. In the event the County approves such reallocation, each Concessionaire shall pay its own costs and expenses associated with such reallocation.

(b) The County reserves the right at any time during the Term of this Agreement, at its sole discretion, upon one hundred twenty (120) days advance written notice to Concessionaire (i) to relocate, increase or decrease the location or size of the Rental Car Parking Lot, and (ii) reallocate, reassign, or increase or reduce the number of Parking Spaces assigned to Concessionaire. In the event that County exercises its right to

hereunder, the County will reimburse Concessionaire for its reasonable moving expenses, which expenses may be reimbursed to the County through Customer Facility Charges collected from Concessionaire's Customers.

(c) The results of any such reallocation, relocation or other modification described above will be reflected in the form of a letter, signed by the County, to be attached to and become a part of this Agreement as an exhibit detailing the reallocated areas and square footages, and changes in the rental fees payable, and the Commencement Date.

4.1.3 Additional Space. If Concessionaire requests additional space during the Term of the Agreement for storage, or other purpose, the County, in its discretion may provide additional space on such terms and conditions as the County deems fit, including without limitation the payment of additional fees.

4.2 Condition of Concession Premises. Concessionaire specifically acknowledges, agrees, accepts, and leases the Concession Premises from the County in an "as is where as" condition. Concessionaire is not relying on any representations or warranties of any kind whatsoever, express or implied from County or its agents, as to any matters concerning the condition of the Concession Premises.

4.3 Rights of Third-Party Ingress and Egress. Concessionaire's use of the Concession Premises is subject to reasonable concurrent ingress and egress by the County and its employees, contractors, and representatives, by the car-renting public, and by third parties for police, fire, safety, construction, maintenance, inspection, and other activities reasonably related to Airport business. Nothing in this subsection shall be deemed to interfere with the County's right to enforce the provisions of this Agreement, including but not limited to Airport Rules and Regulations. Nothing in this subsection shall be deemed to interfere with the County's ability to exercise its police powers.

4.4 Terminal Building. Concessionaire shall have the right to use, in common with others so authorized, the Terminal Building appurtenances, together with all facilities, equipment, improvements, and service which have been or may hereinafter be provided at or in connection with the Terminal Building for common use insofar as the same shall be reasonably necessary for the purposes of the operation of an Automobile Rental Concession.

4.5 Roadways. Concessionaire shall have the right to the joint use with others of the Airport's public roads and driveways necessary in the conduct, operation, and maintenance of Concessionaire's rights hereunder, provided, however, such right does not include the right to use any roads or area requiring security clearance of any road or driveways on any portion of the Airport within and are leased for the exclusive use of any other tenant of the Airport.

4.6 No Further Rights. It is specifically understood that Concessionaire shall have no rights or privileges in any Terminal Building or complex addition that may be constructed in the future by the County, its successors, or assigns.

ARTICLE 5.
CONCESSION FEES, RENTALS, AND RELATED PROVISIONS

5.1 Fees. Concessionaire agrees to pay to the County for the use of the Concession Premises and the rights and privileges herein granted the following rentals, fees, and charges:

5.1.1 Concession Fee. Equal to the greater of: (a) the MAG or (b) ten percent (10%) of Concessionaire's Gross Revenue for the applicable Agreement Year. The Concession Fee shall be paid in monthly installments in accordance with the following schedule: (i) on the first (1st) day of each calendar month, Concessionaire shall pay County an amount equal to one twelfth (1/12th) of the MAG ("Monthly MAG Payment"), and (ii) on the twentieth (20th) day of the following calendar month Concessionaire shall remit to County, the deficiency, if any, between the Monthly MAG Payment and ten percent (10%) of Concessionaire's Gross Revenue for the calendar month ("Monthly Percentage Payment"). The Monthly MAG Payment and the Monthly Percentage Payment for each applicable calendar month shall be referred to herein as the "Monthly Concession Fee Payment").

(a) The MAG payable by Concessionaire shall be Seventy-Five Thousand Five Hundred dollars ($75,500.00) per Agreement per Agreement Year. Beginning with the second (2nd) Agreement Year and continuing thereafter, the MAG shall be adjusted for each Agreement Year to be an amount equal to eighty-five percent (85%) of the Concession Fee paid in the prior Agreement Year, provided however, in no event, shall the MAG for an Agreement Year ever be less than the MAG for the first (1st) Agreement Year.

(b) Although each new MAG will be effective as of the first (1st) day of each Agreement Year the County will not finalize calculation of the new MAG until sometime thereafter. Once the new MAG has been calculated by the County, based upon information supplied to the County by Concessionaire, the County will send Concessionaire written notice of the new MAG amount ("MAG Adjustment Notice"). Until receipt of the MAG Adjustment Notice, Concessionaire shall continue to calculate and pay its monthly installments of the Concession Fee based on the MAG amount for the prior Agreement Year. If the amount of Concessions Fee paid by Concessionaire for the period between the start of the Agreement Year and the delivery of the MAG Adjustment Notice is less than what would have been owed for the same period under the new MAG, then Concessionaire shall then pay the County such amount within thirty (30) days of the date of the MAG Adjustment Notice. If the amount of Concessions Fee paid by Concessionaire for the period between the start of the Agreement Year and the delivery of the MAG Adjustment Notice is more than what would have been owed for the same period under the new MAG, the County will refund or credit Concessionaire for the difference.

(c) In the event that the total number of scheduled deplaning airline passengers at the Airport for any month during the Term of this Agreement declines to a level lower than seventy-five percent (75%) of the number of deplaning passengers for the corresponding month of the previous Agreement Year, Concessionaire's MAG shall be abated by a percentage equal to the percentage decrease in such deplaning passengers, for each month during which deplaning passengers remain at a level less than seventy-five percent (75%) of the deplaning passengers for the corresponding month of the previous Agreement Year. Concessionaire shall continue to pay the Concession Fee for each month

for which the MAG is abated. When monthly deplaning passengers rise to a level at or above seventy-five percent (75%) of passenger deplanements for the corresponding month of the previous Agreement Year, Concessionaire's full MAG shall be reinstated. Any MAG abatements under this Article shall be accounted for as part of the Agreement Year Adjustment under Article 5.1.

(d) The term "Gross Revenue" shall mean all moneys paid or payable to or considerations of determinable value received by the Concessionaire by and through its Customers, after discounts and coupons deducted at the time the rental is returned, for the following items:

i. All charges, including, but not limited to, time and mileage charges and separately stated fees for rental of automobiles and other related or incidental services, and any other items or services which may be authorized by the Airport, made at or from the Airport, regardless of where the automobiles or services are delivered to or returned;

ii. All amounts charged to the Customers for insurance offered by Concessionaire incidental to the rental of such automobiles, including, but not limited to, personal accident insurance;

iii. All charges attributable to any automobiles originally rented at the Airport which are exchanged at any other location of Concessionaire;

iv. All proceeds from the long-term lease of automobiles from any location on the Airport;

v. The amount charged to Concessionaire's Customers, and which is separately identified on the rental agreement as an optional charge for waiver by Concessionaire of its right to recover from the Customer for damage to or loss of the automobile rented;

vi. The amount charged to Concessionaire's Customers at the commencement or the conclusion of the rental transaction for the cost of furnishing and/or replacing fuel provided by Concessionaire; and

vii. The amount charged by Concessionaire as a pass through to its Customers of Concession Fees.

(e) Gross Revenue shall not include any of the following items:

i. Any federal, state, county, or city sales or other similar taxes or surcharges separately stated to and collected from Customers of Concessionaire;

ii. Any amounts received as insurance proceeds or otherwise for damage to automobiles or other property of Concessionaire, or for loss, conversion, or abandonment of such automobiles;

iii. Revenue from the wholesale transfer of salvage vehicles or

for any vehicles sold wholesale;

iv. All non-revenue rentals to employees of Concessionaire;

v. The Customer Facility Charge; and

vi. Carbon Offset Fees;

vii. "Fees" to include: any amounts received as payment and administration of traffic tickets, red light tickets, parking tickets, other governmental fines and fees, tolls, towing and impounded vehicles;

viii. The retroactive adjustment by Concessionaire of Gross Revenues designated as volume discounts or any other designation or for any other purpose is prohibited.

(f) On or before the twentieth (20^{th}) day of the calendar month immediately following the end of the calendar month during which such Gross Revenue was collected, Concessionaire shall furnish to the County one copy of a monthly Gross Revenue and activity report for such month in a format and detail acceptable to the County ("Monthly Gross Revenue Report"). Concessionaire's Month Gross Revenue Report shall be in the form prescribed by the County, the current form of which is attached as **Exhibit C.** The aforementioned statement shall be certified by a responsible officer of the Concessionaire and shall clearly list all general ledger revenues, a list of each deduction amount, and an explanation depicting how the remitted Gross Revenue is determined.

i. The parties recognize that the County will incur additional administrative costs if Concessionaire is late in providing the Monthly Gross Revenue Report required by this Article or by Article 5.1, and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that Concessionaire shall pay the County $100.00 as liquidated damages each time Concessionaire is more than ten (10) calendar days late in submitting the Monthly Gross Revenue Report. The sums set forth herein as liquidated damages are not a penalty but are reasonable estimates of the costs the County will incur for Concessionaire's non-compliance.

(g) Annual Statement. Within one hundred (120) calendar days after the end of each Agreement Year, Concessionaire shall deliver to the County an Annual Statement of Gross Revenue including a calculation of its Concession Fee ("Annual Statement"). The Annual Statement shall be prepared in accordance with GAAP. Each Annual Statement shall be accompanied by the opinion of an independent certified public accountant ("CPA") or Concessionaire's Chief Financial Officer establishing that the (i) CPA or Concessionaire's Chief Financial Officer has examined the Annual Statement and any supporting documentation in accordance with generally accepted auditing standards and the terms of this Agreement, and using appropriate tests of accounting records and other auditing procedures deemed necessary under the circumstances; and (ii) the Annual Statement fairly presents Concessionaire's Gross Revenue for the Agreement Year in question.

(h) Over or Under payment of Concession Fee. Any overpayment or underpayment of the Concession Fee shall be calculated on an annual basis at the end of each Agreement Year. If an Annual Statement discloses that Concessionaire owes additional amounts to the County for its Concession Fee for the year, Concessionaire shall pay those amounts when it delivers the Annual Statement to the County no later than sixty (60) days of the delivery of the Annual Statement. If an Annual Statement discloses that Concessionaire has overpaid its Concession Fee for the year, County will refund cash or give credit in amount of such overpayment within sixty (60) days of the delivery of the Annual Statement. Upon expiration of this Agreement, cash payment shall be made on any credits then due.

5.1.2 Rental Fees. Concessionaire shall pay the County the following rental fees ("Rental Fees"), due and payable in advance in equal monthly installments on the first (1st) day of each calendar month:

(a) Rental Car Service Counter. Concessionaire shall pay to the County annual rental fees on its Rental Car Service Counter Space for rental of counter space and office facilities at the Airport ("Rental Car Service Counter Rent"). The Rental Car Service Counter Rent for the first Agreement Year is $34.14 per square foot per annum payable monthly. Rental car service counter rental fees are assigned and due payable in equal monthly installments. The Rental Car Service Counter Rent shall be adjusted by the County after the first Agreement Year of this agreement and every second (2nd) year thereafter based upon the percentage change in the Consumer Price Index for All Urban Consumers ("CPI-U") as published by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment shall be by a percentage equal to the percentage increase of the CPI-U between the published CPI-U for the most immediately available month prior to the Commencement Date of the adjustment and the corresponding CPI-U for the same period thirty-six months previous. Provided however, in no event shall adjusted Rental Car Service Counter Rent be less than the Rental Car Service Counter Rent for the preceding Agreement Year. The adjusted Rental Car Service Counter Rent will be rounded to the nearest one cent ($0.01).

(b) Rental Car Parking Lot Spaces. The Concessionaire shall pay to the County annual rental fees for the Rental Car Parking Spaces ("Parking Space Rent") located directly north of the main terminal and shown in **Exhibit B** to the assigned to it due and payable in equal monthly installments. The Parking Spaces for the first Agreement Year are currently estimated to be $35.00 per space payable monthly. The Parking Space Rent shall be adjusted by the County after the first Agreement Year of this agreement and every second (2nd) year thereafter based upon the percentage change in the Consumer Price Index for All Urban Consumers ("CPI-U") as published by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment shall be by a percentage equal to the percentage increase of the CPI-U between the published CPI-U for the most immediately available month prior to the Commencement Date of the adjustment and the corresponding CPI-U for the same period thirty-six months previous. Provided however, in no event shall adjusted Parking Space rental fees be less than the Parking Space rental fees for the preceding Agreement Year. The adjusted Parking Space rental fees will be rounded to the nearest one cent ($0.01).

The Parking Space Rent shall be adjusted by the County at the commencement of the Extended Term to reflect market rates, provided however, the rate of Parking Space Rent in the Extended Term shall not be less than rate during the Initial Term.

5.1.3 Customer Facility Charge ("CFC"). The Concessionaire acknowledges that the County has imposed a Customer Facility Charge or CFC as the term is defined herein.

(a) Calculation of Customer Facility Charge. The method of calculating the Customer Facility Charge and the amount of such Customer Facility Charge shall be determined by the County from time to time in its sole discretion.

(b) Collection and Remittance of Customer Facility Charges. Concessionaire shall collect the Customer Facility Charge from each Customer with which Concessionaire enters into an automobile rental contract at the Airport as determined by the County. The Customer Facility Charge shall be identified on a separate line on all automobile rental customer contracts, after taxes, and shall be described as the "Airport Customer Facility Charge." All Customer Facility Charges collected and/or held by Concessionaire shall: (i) be collected from all Customers, including without limitation all Customers receiving complimentary or discounted automobile rentals under the Concessionaire's bona fide marketing plans; and (ii) be held in trust by Concessionaire for the County's benefit. The County may, at any time and for any reason, change the amount of the CFC, or discontinue it upon written notice to Concessionaire. The County anticipates that at some point during the term of this Agreement, it may need to increase or extend the current Customer Facility Charge for the purpose of financing the maintenance of the existing facilities, and/or the planning, design, and construction of a proposed new and/or expanded rental car facilities to accommodate the operations of current and/or additional rental car concessionaires, The County will provide no less than sixty (60) days advance notice of any change in the CFC rate.

(c) County Property. The CFCs collected by Concessionaire shall be deemed to be the property of the County and shall be held in trust by Concessionaire for the benefit of the County. Concessionaire agrees that the CFCs are not income, revenue, or any other asset to Concessionaire; that Concessionaire has no ownership or property interest in such CFCs; and that Concessionaire hereby waives any claim to a possessory or ownership interest in the CFCs. Concessionaire agrees that it holds such CFCs in trust for the benefit of the County, and that the County (or a trustee on its behalf) has complete possessory and ownership rights to such CFCs. Concessionaire shall segregate, separately account for, and disclose all CFCs as trust funds in their financial statements and shall maintain adequate records that account for all CFCs charged and collected. Failure to segregate the CFCs shall not alter or eliminate their trust fund nature.

(d) Remittance and Reporting. All Customer Facility Charges so collected shall be remitted to the County on or before the twentieth (20^{th}) day of the calendar month immediately following the end of the calendar month during which such fees were collected, together with a monthly statement of transactions and transaction days. Failure to strictly comply with this shall be considered a material breach of the Concessionaire's authorization to do business at the Airport. The County shall have the right to audit the CFC records upon reasonable notice to Concessionaire.

(e) Accounting Records for Customer Facility Charge. Concessionaire shall maintain records and controls sufficient to demonstrate the correctness of any such Customer Facility Charges collected by Concessionaire and the amount of any Customer Facility Charges remitted to the County. Said records shall be available for inspection and examination by the County or its duly authorized representatives at all times.

5.2 Pass Through of Concession Fee. Concessionaire acknowledges that the Concession Fee payments by Concessionaire to the County under this Agreement are for Concessionaire's right to conduct a rental car concession business at the Airport and access to the Airport market, and that none of those payments reflect a fee that is imposed by the County upon customers renting vehicles from Concessionaire. The County does not require, but will not prohibit, the separate statement of the Concession Fee on customer invoices or rental contracts, provided that Concessionaire meets all the following conditions:

(a) Such fee is titled "Concession Recovery Fee" and shall not exceed 11.11% of Gross Revenue;

(b) Such fee shall be indicated immediately below all concessionable items and not immediately adjacent to taxes on customer invoices;

(c) Concessionaire complies with all Applicable Laws;

(d) Concessionaire shall not identify, treat, or refer to the Concession Recovery Fee as a tax; and

(e) Concessionaire shall not pass through, unbundle, or list any fees (other than a Concession Recovery Fee and Customer Facility Charge) payable to the County as a separate item on its customer invoices, except with the County's written approval.

5.3 Method of Payment and Interest. Payments under this Agreement shall be by wire, draft, or check on a bank authorized to engage in banking in the United States, shall be payable to the County in U.S. dollars, and shall be delivered to the office of the Airport Director, or to any other place designated by the County in writing. Payments shall be made without abatement, offset, or deductions. Payments not received on the date due shall be subject to a late penalty of ten (10%) percent of the amount due, or fifty ($50) dollars, whichever is more, which shall be added to the principle then due and owing. If still unpaid for 30 days after the delinquency date, a late fee of 1.5% per month will be added. Concessionaire agrees that it shall pay and discharge all costs and expenses, including reasonable attorney's fees, incurred, or expended by County in collection of any delinquent amounts due. Concessionaire shall make payments due under this Agreement automatically, including but not limited to interest accrued on late payments. Lien. Except for its fleet of rental cars, Concessionaire hereby waives the right to claim that any of its property located on the Airport is exempt from execution or attachment, or exempt by any law from the payment of debt; and, except for its fleet of rental cars, all such property shall be subject to and responsible for the payment of the money agreed to be paid by Concessionaire under this Agreement, and for the discharge of any liability created hereby, for which a lien on such property is hereby granted to the County. Concessionaire hereby agrees that it will not remove any of its property from the Airport until any default has been cured or it has been instructed to do so in writing by the County. In addition to all other rights of the County, Concessionaire hereby grants to the County, at any time after ten (10) calendar days' notice, the right to take possession of all property of Concessionaire located at the Airport until the default is cured and a reasonable charge for removal and storage (if applicable) is paid to the County.

5.5 Audits. Concessionaire shall make adequate accounting records, in accordance with GAAP and the requirements of this Agreement, for: (1) all transactions relevant to this Agreement (collectively, "Records"); and (2) all exclusions from Gross Revenue claimed by Concessionaire. For exclusions from Gross Revenue based upon corporate or volume rebates, the Records shall include but not necessarily be limited to:

(a) a list summarizing all corporate rental totals and related rebates;

(b) copies of all agreements between Concessionaire and corporate or volume customers establishing the customers' contractual rights to rebates;

(c) lists of all individual rental transactions with all corporate or volume customers; and

(d) copies of all individual rental agreements with all corporate or volume customers.

The records requirements of this Article shall extend to any of Concessionaire's subsidiaries, partners, joint venturers, and subcontractors. Within ten (10) business days after receiving a written request from the County or the County's authorized representative, Concessionaire shall make all Records available at Gunnison, Colorado for inspection, auditing, and copying pursuant to this Article.

If either an annual audit or an audit performed by the County discloses an under-reporting of Gross Revenue, Concessionaire shall pay to the County any amounts due under this Agreement, plus interest from the date when the payment should have been made at the County's then current interest rate charged on overdue accounts. If an audit conducted by the County or at the County's expense discloses an under-reporting of Gross Revenue by two (2) percent or more for any period, Concessionaire shall reimburse the County for the full cost of the audit. The County's rights under this subsection shall be in addition to any other rights or remedies the County may have. If Concessionaire fails to furnish all such requested records in a timely manner, the County reserves the right and may (in addition to all other remedies available at law or in equity) elect to terminate this Agreement pursuant to Article 14 hereof and the Concessionaire shall reimburse the County, at the County's option, the cost incurred to have an independent forensic accounting firm attempt to reconstruct the missing records.

5.6 Retention of Records. Concessionaire shall keep and maintain full and complete books of accounts and other records concerning operations at the Airport. Concessionaire agrees that it will retain and keep available for a period of five (5) years following each Agreement Year the books and records of accounts of Concessionaire for each such year, showing the Gross Revenues of Concessionaire from business conducted at the Airport, the deductions therefrom and other pertinent information required by the provisions of this Agreement. Such books and records of account shall include, but shall not be limited to, Concessionaire's general ledger, record of receipts, and electronic records of rental car contracts and shall be accessible during the usual business hours, to the County or its duly authorized agents or auditors, for the purpose of verifying information set forth in any annual statement or certified annual statements or for the purpose of verifying the compliance by Concessionaire with the terms of this Agreement, but for no other purposes.

5.7 Independent Certified Public Accountant. Whenever an independent certified public accountant is required, it is agreed that said accountant shall not be in any way a member of Concessionaire's staff.

ARTICLE 6.
ADDITIONAL OBLIGATIONS OF CONCESSIONAIRE

6.1 Capital Additions.

6.1.1 Duty to Provide and Maintain Capital Additions. Concessionaire shall provide and maintain, at its own expense, all Capital Additions in the Concession Premises necessary for the effective and efficient operation of the Automobile Rental Concession in a first- class manner.

6.1.2 County Approval of Capital Additions. No Capital Additions shall be made to, removed from, demolished, or relocated from Concession Premises ("Capital Additions Work") without the prior written approval of the County, which approval may be withheld or conditioned in the sole discretion of the County. The County may require Concessionaire to cause Plans and Specifications to be prepared and submitted to the County for review and approval, which approval shall be within the sole discretion of the County ("Approved Plans").

6.1.3 Capital Additions Work. Concessionaire shall obtain all necessary and required permits under Applicable Laws and Airport Rules and Regulations before commencing any Capital Additions Work. Capital Additions Work shall be performed in accordance with terms of the County written approval of same, including any Approved Plans. Capital Additions Work shall be performed in a good and workman like manner, using good quality materials and in compliance with all Applicable Laws, including without limitation applicable building codes and the County's approval of the Capital Additions Work or Plans and Specifications shall not be deemed as an acceptance, consent to or waiver of these Concessionaire obligations. The County makes no representations or warranties regarding the condition of the existing improvements on the Concession Premises and the Concessionaire is solely responsible for all known and unknown existing conditions on the Concession Premises. Capital Additions Work activities must be performed in accordance with the Airport Security Plan. Concessionaire shall diligently commence approved Capital Additions Work and diligently pursue the completion of same in a timely manner. If required by the County, Concessionaire shall ensure that construction activities are closed off from public view with a painted gypsum County dust partition with attractive, easily readable signs explaining the construction, as approved by the County prior to such Capital Additions Work.

6.1.4 Liens. Concessionaire agrees that any contract for performance of Capital Additions Work or for the purchase of material to be used, or for work and labor to be performed within or on the Concession Premises shall be in writing and shall contain provisions to protect the County from the claims of any laborers, subcontractors, or materialmen against the Concession Premises. Concessionaire agrees to give the County immediate notice of the placing of any lien or encumbrance against the Concession Premises or the Airport and further agrees to cause such lien to be discharged in accordance with Article 17 hereof.

6.2 Prompt Payment of Taxes and Fees. Unless exempt, Concessionaire covenants and agrees to pay, before becoming due, all taxes, assessments, user fees and other charges, however named, which, during the term of this Agreement, may become due or a lien or which may be levied by the state, County, city, district or any other body upon the Concession Premises or improvements in the Concession Premises, or upon any taxable interest of Concessionaire acquired in this Agreement, or any taxable possessory right which Concessionaire may have in or to the Concession Premises or the improvements thereon by reason of its occupancy thereof, as well as all taxes on all taxable property, real or personal, owned by Concessionaire in or about the Concession Premises (collectively, "Taxes"). Upon request from the County, Concessionaire

shall give to the County a copy of the receipts and vouchers showing such payment. Notwithstanding the foregoing, Concessionaire reserves the right to contest such Taxes in good faith and Concessionaire will provide County with advance notice that it will be contesting such Taxes.

6.3 Maintenance and Repairs

6.3.1 Duty to Maintain. Except for the maintenance or repair obligations assigned to the County, Concessionaire shall always maintain the Concession Premises in good repair and in a clean and orderly manner. The County shall be the sole judge of the quality of the maintenance.

The County shall have no obligation to conduct repairs or maintenance unless and until Concessionaire has notified the County in writing of the need for such repairs and maintenance and afforded the County a reasonable time for the investigation and assessment of the need, the planning, and design of any needed repairs or maintenance, and the completion of such required repairs.

6.3.2 Quality. All maintenance and repairs shall be of first-class quality in both materials and workmanship and shall comply with all Applicable Laws.

6.3.3 Remedies. Should Concessionaire fail to undertake maintenance, repairs, or replacements required under this Agreement, the County may give Concessionaire written notice of the failure. If Concessionaire fails to undertake the maintenance, repairs, or replacements described in the notice within a time that is reasonable under the circumstances, but in no event longer than 30 calendar days after receiving the notice, the County may perform the work and recover the cost of performance from Concessionaire. The cost of the County's performance shall include direct costs, overhead, and an administrative fee equal to fifteen percent (15%) of such costs and expenses. The County's remedy under this subsection is in addition to any other remedies the County may have under this Agreement or otherwise and the County's exercise of its remedy under this subsection shall not preclude the County from exercising remedies for Concessionaire's default.

6.3.4 Janitorial Costs. Concessionaire shall at all times at its expense keep its Concession Premises, including all of the Capital Additions installed by it, together with all of its fixtures, equipment, and personal property therein clean from all trash and other debris and in an orderly condition and appearance and shall keep the areas immediately in front of and adjacent to its Concession Premises and to the exits and entrances to the Concession Premises clean and free of obstructions. If Concessionaire fails to perform its obligations under this provision, County may give written notice of the failure. If Concessionaire fails to meet its obligations hereunder after such written notice, the County may perform the work and record the cost of performance from Concessionaire. The cost of the County's performance shall include direct costs and overhead. The County's remedy under this subsection is in addition to any other remedies the County may have under this Agreement or otherwise, including payment of Disincentive Fees described in Article 2.2.15, and the County's exercise of its remedy under this subsection shall not preclude the County from exercising remedies for Concessionaire's default.

6.3.5 Snow and Ice Removal. Concessionaire shall at Concessionaire's own expense, remove snow and ice from all portions of its Concession Premises, including the removal of snow and ice on, under, and around parked vehicles. County, at its sole discretion, may assist with snow and ice removal from Concessionaire's Concession Premises; provided, that County shall not be required to move or relocate parked vehicles to accomplish such snow and ice removal. The Airport

Director shall authorize the County to assist with snow and ice removal from Concessionaire's Concession Premises.

6.4 Utilities. Except to the extent specifically assumed by the County, it is the responsibility of Concessionaire to provide any utility connections necessary for the safe, convenient, and legal operation of Concessionaire's Automobile Concession Operations within the Concession Premises. All telecommunications connections serving the Concession Premises and expenses therefor, both hard-wired and wireless, are the responsibility of Concessionaire and must be completed through existing cables. The County shall not be liable for any interruption or failure in the supply of any utility services to the Concession Premises, and Concessionaire covenants and agrees that the County shall in no event be liable or responsible to Concessionaire for any loss, damage, or expense that Concessionaire may sustain or incur if either the quality or character of any utility service is changed or is no longer suitable for the requirements of Concessionaire. Concessionaire covenants and agrees that, at all times, the use of electric current by Concessionaire shall never exceed the capacity of existing feeders and wiring to the applicable portion of the Concession Premises and that Concessionaire shall make no alterations or additions to the electric equipment and/or appliances serving the Concession Premises without the prior consent of the County in each instance. The cost of utilities in the for each of the Concession Premises shall be borne by the parties as follows:

6.4.1 Rental Car Service Counter. For the Rental Car Service Counter area, the County shall provide in the same manner as generally available to the patrons of the Terminal Building, at the County's expense, heat, air-conditioning, water, gas, sewage, electricity and other utilities, and the Concessionaire shall be responsible, at Concessionaire's expense, for the procurement and costs of all telecommunication and internet services to its Rental Car Service Counter.

The County shall maintain and repair, at its cost and expense, all existing underground utilities serving the Concession Premises.

6.5 Utility Location.

The County shall not be responsible for verification of location of existing utility lines and/or connections. All costs of bringing utilities to the Concession Premises shall be the sole responsibility of the requesting Concessionaire. In the event Concessionaire desires to install utility lines on or under the Concession Premises, Concessionaire shall first obtain the County's written approval of the location of such lines. No such installation shall adversely affect the existing lines. Upon the completion of the installation of the new lines, Concessionaire shall promptly deliver to the County a survey indicating the location of the newly installed lines and showing a description thereof in addition to any "as built" drawings required by this Agreement.

6.6 Trash and Refuse. Concessionaire shall provide for the neat and sanitary handling of all trash and other refuse generated as a result of Concessionaire's Automobile Rental Concession and its use and occupancy of the Rental Car Parking Lot and Rental Car Service Counter. Concessionaire shall provide and use suitable covered fireproof receptacles for all trash and other refuse. Concessionaire shall not permit boxes, cartons, barrels, pallets, or other similar items to be piled or stored in view of a public area. If Concessionaire allows dust or debris to be generated or accumulated in the Concession Premises to the extent they may be blown about within the Concession Premises or blown from the Concession Premises to other parts of the Airport, Concessionaire shall pay to the County "Disincentive Fees" as described in Article 2.2.15. In addition, Concessionaire shall reimburse the County for any costs incurred by the County to remove or

suppress the dust or debris.

6.7 Security. Concessionaire may provide whatever security it may wish at its own cost, provided that the security is subject to approval by the County. Security provided by Concessionaire shall be subject to the authority of the County and shall in no way hinder or interfere with the duties of County law enforcement officers or the Airport Director or his designee.

6.8 Deliveries. All rental car fleet vehicle deliveries and transfers by Concessionaire at the Airport will be in a manner and location approved by County in writing. Costs to repair to airport roads and driveways damages due to a Concessionaire's delivery fleet vehicle, to the Concession Premises, or other Airport facilities, will be reimbursed to the County by the specific Concessionaire who is requiring such delivery.

6.9 Right to Enter. The County shall have the right to enter Concessionaire's Concession Premises to:

(a) Inspect the Concession Premises at reasonable times during Concessionaire's regular business hours or at any time in case of emergency to determine whether Concessionaire is in compliance with the provisions of this Agreement. The County will use its best efforts to provide prior notice to Concessionaire of the need to access Concessionaire's Premises to inspect the Concession Premises for non-emergency inspections.;

(b) Perform any of Concessionaire's obligations under this Agreement that Concessionaire has failed to perform after reasonable notice to do so, including but not limited to maintenance, repairs, and replacements in Concessionaire's Concession Premises. The County may recover the cost of non-performance from Concessionaire;

(c) Exercise County's police power; and

(d) Respond as appropriate to any emergency.

6.10 County and Concessionaire Coordination. Concessionaire shall work in good faith with and coordinate its activities with the County, Concessionaires, and Airport planners, designers, architects, engineers, contractors and subcontractors.

ARTICLE 7.
COUNTY OBLIGATIONS

7.1 Maintenance. The County shall perform maintenance in the Concession Premises as set forth in more detail in the maintenance matrix, which is attached and incorporated as **Exhibit "G**".

7.2 Warranty of Quiet Enjoyment. The County warrants that it is the owner of the Concession Premises and has the right to grant the rights to use the Concession Premises under the terms of this Agreement. Provided that Concessionaire performs all of its obligations under this Agreement, and except as otherwise provided by this Agreement, Concessionaire's rights under this Agreement will not be disturbed by the County or the County's employees, contractors, or agents.

7.3 Construction Disruption. The County shall attempt to minimize but have no responsibility for disruptions of Concessionaire's operations or temporary interruptions of Concessionaire's use of any part of the Concession Premises due to construction activities by the County or the County's contractors.

ARTICLE 8.
LAWS AND REGULATIONS

8.1 Laws and Regulations. Concessionaire shall not use the Concession Premises or any part thereof, or permit the same to be used by any of its employees, officers, agents, subtenants, invitees, or licensees, for any illegal purposes and shall, at all times during the term of this Agreement, comply with all Applicable Laws. At all times during the Term of this Agreement, Concessionaire shall make, at its own expense, all improvements, repairs, and alterations to the Concession Premises (subject to prior written approval of County), equipment, and personal property which are required to comply with or conform to Applicable Laws. Likewise, Concessionaire shall be responsible, at its sole cost and expense, for any fees, fines or penalties assessed by any Governmental Authority as a result of any violation for which the Concessionaire is or may be found to be responsible.

8.2 Airport Rules and Regulations. Concessionaire shall observe and obey all Airport Rules and Regulations. Copies of the Airport Rules and Regulations, as adopted, shall be made available to Concessionaire upon request.

ARTICLE 9.
ENVIRONMENTAL

9.1 Definitions. For purposes of this Article, the following capitalized terms shall have the meanings ascribed below:

9.1.1 Environmental Laws means any governmental law or statute, rule, regulation, ordinance, code, policy, or rule of common law now or hereafter in effect relating in any way to the environment, health, natural resources, safety, or any standards or conduct concerning Hazardous Substances.

9.1.2 Hazardous Substances means (i) oil or other petroleum products, including fuels; (ii) "hazardous substances" as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq.; (iii) "hazardous wastes" as defined by the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; (iv) any chemical substances regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; (v) "hazardous materials" as defined by the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; (vi) radioactive materials, including those subject to the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq.; (vii) asbestos or asbestos-containing materials; (viii) medical waste; and (ix) any other pollutant, contaminant, chemical or substance within the meaning of any Environmental Law whose presence creates a hazard to human health or the environment.

9.1.3 Environmental Claims shall refer to, and include all claims, demands, suits, actions, judgments, and liability for: (i) removal, remediation, assessment, transportation, testing and disposal of Hazardous Substances as directed by any Government Authority, court order, or Environmental Law; (ii) bodily injury, or death of any person; (iii) damage to or loss of use of property of any person; (iv) injury to natural resources; (v) fines, costs, fees, assessments, taxes, demands, orders, directives or any other requirements imposed in any manner by any Governmental Authority under Environmental Laws; and (vi) costs and expenses of cleanup, remediation, assessment testing, investigation, transportation and disposal of a Hazardous Substance spill, release, or discharge.

9.1.4 Environmental Condition means any condition with respect to the soil, surface waters, ground waters, surface or subsurface strata, ambient air or other environmental medium on or off the Premises, whether or not yet discovered, which could or does result in any Environmental Claim to or against Concessionaire or County by any third party (including any Governmental Authority), including any condition resulting from the activities, operation or business of any other property lessee, permittee, licensee, owner or operator on, off or in the vicinity of the Concession Premises.

9.1.5 Owner Environmental Party means the County and its directors, officers, agents, employees, representatives, contractors, successors, and assigns.

9.1.6 Concessionaire Environmental Party means the Concessionaire and its directors, officers, members, managers, agents, employees, representatives, contractors, subtenants, customers, invitees, successors, and assigns.

9.2 Compliance. In its operations at the Concession Premises, each Concessionaire Environmental Party shall strictly comply with all generally accepted industry environmental practices and standards, applicable Environmental Laws, and the applicable Airport Environmental Policies and

Procedures, which are incorporated by reference. Without limiting the generality of the foregoing provision, a Concessionaire Environmental Party shall not use or store Hazardous Substances on or at the Airport except as reasonably necessary in the ordinary course of its permitted activities at the Airport, and then only if such Hazardous Substances are properly labeled and contained and notice of and a copy of the current material safety data sheet is provided to the County for each such Hazardous Substances. A Concessionaire Environmental Party shall not discharge, release, or dispose of any Hazardous Substances on the Airport or surrounding air, lands, or waters, except as allowed under applicable Environmental Laws. Concessionaire shall promptly notify the County of any Hazardous Substances spills, releases, or other discharges that are required to be reported by applicable Environmental Laws by a Concessionaire Environmental Party at the Airport and promptly abate, remediate, and remove any of the same in accordance with applicable Environmental Laws. Concessionaire shall provide the County with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Concession Premises and Airport, or any alleged material noncompliance with Environmental laws by a Concessionaire Environmental Party at the Airport within ten (10) days after such documents are generated by or received by Concessionaire. If a Concessionaire Environmental Party uses, handles, treats or stores Hazardous Substances at the Airport, it shall have a contract in place with an EPA approved waste transport or disposal company and shall identify and retain spill response contractors to assist with spill response and facilitate waste characterization, transport, and disposal. Complete records of all disposal manifests, receipts and other documentation shall be retained by the Concessionaire as required under applicable Environmental Laws and made available to County for review upon request. County shall have the right at any time, upon reasonable notice to Concessionaire, to enter the Premises to inspect, take samples for testing, and otherwise investigate the Concession Premises for the presence of Hazardous Substances or for evidence of compliance with Environmental Laws. In the exercise of its rights under this paragraph, County shall not unreasonably interfere with Concessionaire's use and occupancy of the Concession Premises pursuant to the provisions of this Agreement.

9.3 Responsibility. Hazardous Substances that are generated, used, handled, treated, stored, disposed, released, discharged, or transported of a Concessionaire Environmental Party are the responsibility of the Concessionaire Environmental Party and Concessionaire. Concessionaire shall be liable for and responsible to pay all expenses and Environmental Claims that arise out of or are caused in whole or in part from a Concessionaire Environmental Party's use, handling, treatment, storage, disposal, discharge, or transportation of Hazardous Substances on or at the Airport, the violation of any Environmental Law by a Concessionaire Environmental Party, or the failure of a Concessionaire Environmental Party to comply with the terms, conditions and covenants of this Article. To the extent County incurs any costs or expenses (including attorney, consultant, and expert witness fees) arising from a Concessionaire Environmental Party's use, handling, treatment, storage, discharge, disposal, or transportation of Hazardous Substances on the Airport, Concessionaire shall promptly reimburse the County for such reasonable costs upon demand. Concessionaire shall comply with all applicable reporting requirements under Environmental Laws, including but not limited to those requirements with respect to spills, releases, or discharges of Hazardous Substances by a Concessionaire Environmental Party at the Airport. Except as expressly provided in this Agreement, this Agreement does not make Concessionaire responsible for Hazardous Substances that (a) exist on the Airport prior to the Commencement Date, except to the extent that a Concessionaire Environmental Party's negligent actions either disturbed or caused such pre-existing Hazardous Substances to migrate, so as to give rise to an Environmental Claim, or (b) to the extent Hazardous Substances are generated, used, handled, treated, stored, disposed, released, discharged or transported on the Airport by an Owner Environmental Party.

9.4 Indemnity. In addition to any other indemnities in this agreement, Concessionaire shall defend, indemnify and hold harmless County, its directors, officers, agents, employees, representatives, contractors, successors, and assigns from any and all Environmental Claims (including reasonable attorney's fees, litigation and investigation expenses, and court costs) to the extent arising out of or resulting from a Concessionaire Environmental Party's use of the Concession Premises during the Term of this Agreement, generation, handling, treatment, storage, disposal, discharge, or transportation of Hazardous Substances on the Concession Premises or at the Airport during the Term of this Agreement, the violation of any Environmental Law by a Concessionaire Environmental Party pertaining to the Concessionaire Environmental Party's use or occupancy of the Concession Premises during the Term of this Agreement, or the failure of a Concessionaire Environmental Party to comply with the terms, conditions and covenants of this Article. Concessionaire shall have no obligation under this Agreement to indemnify County, its directors, officers, agents, employees, representatives, contractors, successors, and assigns for Environmental Claims to the extent arising from or caused by Environmental Conditions existing on the Concession Premises (or property adjacent or contiguous to the Concession Premises) prior to Concessionaire's occupancy of the Concession Premises, except to the extent that a Concessionaire Environmental Party's negligent actions either disturbed or caused such pre-existing Hazardous Substances to migrate, so as to give rise to an Environmental Claim.

9.5 Removal. Prior to the end of the Term or earlier termination of this Agreement, Concessionaire shall remove or remediate in accordance with applicable Environmental Laws and to the satisfaction of the State of Colorado, all of Concessionaire's Hazardous Substances from the Concession Premises, the Airport, and surrounding lands and waters. Unless instructed otherwise by the County, Concessionaire shall also, prior to vacating the Airport, remove all Concessionaire's tanks, piping and other equipment which stored Hazardous Substances, or which are contaminated by Hazardous Substances. Concessionaire's responsibilities under this paragraph shall not extend to any Environmental Conditions existing on, in or arising from the Concession Premises (or property adjacent or contiguous to the Concession Premises) prior to Concessionaire's occupancy of the Concession Premises except to the extent that a Concessionaire Environmental Party's negligent actions either disturbed or caused such pre-existing Hazardous Substances to migrate, so as to give rise to an Environmental Claim.

9.6 Compliance with Federal and State Storm Water Requirements. Concessionaire acknowledges that the Airport is subject to Federal Storm Water Regulations (40 CFR Part 122). In its operations at the Airport, Concessionaire shall comply with all applicable provisions of Federal and State storm water regulations, and storm water pollution prevention plans, as they may be amended from time to time, in accordance with all applicable Environmental Laws. To the extent required by applicable Environmental Law, Concessionaire shall obtain and maintain in effect, a Colorado Stormwater Discharge Permit in its own name for activities performed by Concessionaire.

9.7 Survival. The covenants, conditions, and indemnities in this Article 9 shall survive termination of this Agreement. Concessionaire shall expressly include the provisions of this Article in all subleases.

9.8 Incorporation. Concessionaire shall incorporate the provisions of this Article into any agreement it enters into with a Concessionaire Environmental Party, including the obligation to indemnify County, its directors, officers, agents, employees, representatives, contractors, successors, and assigns against any Environmental Claims caused in whole or in part by an Environmental Party on the Airport. The County, its directors, officers, agents, employees, representatives, contractors, successors, and assigns, shall be a third-party beneficiary of such agreements, with the express right to enforce the environmental

covenants of any subtenant or other Concessionaire Environmental Party

9.9 Environmental Assessment. Concessionaire, prior to committing to leasing a location, including assignment to a different location, may conduct an environmental assessment to establish background levels and/or to determine the existence or lack of existence of any contaminants. Concessionaire's failure to exercise its option to have completed an environmental assessment shall create a rebuttable presumption that any contamination found on the Concession Premises at the termination of this Agreement was caused by the Concessionaire, who shall then be responsible for conducting any necessary remediation or removal of said contaminants. This presumption is limited to contamination that, in the judgment of the Airport Director or his or her designee, should have been detected by a competent, independent environmental consultant exercising appropriate professional judgment, skill and care in the course of performing an environmental assessment prior to the commencement of this Agreement. Concessionaire shall supply the County with a copy of any such assessment upon receipt by Concessionaire of same. Concessionaire agrees to perform an environmental assessment at the end of this Agreement if requested by the County.

ARTICLE 10.
RELEASE AND INDEMNIFICATION

10.1 Release. Concessionaire hereby expressly waives and releases County its, directors, officers, employees, agents and representatives from any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Concession Premises or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility, except as to claims of loss or damage caused by the gross negligence, or willful misconduct of County.

10.2 Indemnity. Concessionaire releases and shall indemnify, protect, defend and hold completely harmless the County, its members, directors, officers, employees, agents and representatives ("Indemnified Parties") from and against any and all Liabilities which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties, by reason or on account of:

(a) damage to or destruction of the property of the County, or any property of, injury to or death of any person, resulting from or arising out of Concessionaire's operations at the Airport except to the extent that such destruction, injury, or death was caused solely by the gross negligence or willful misconduct of the County;

(b) the acts or omissions of Concessionaire's members, directors, officers, agents, employees, contractors, subcontractors, invitees, or licensees, regardless of where the damage, destruction, injury, or death occurred; or

(c) the failure of Concessionaire to keep, observe or perform any of the covenants or agreements contained in this Concession Agreement to be kept, observed, or performed by Concessionaire except to the extent that such liability, loss, suit, claim, demand, judgment, fine, penalty, cost or expense was proximately caused solely by the gross negligence or willful misconduct of the County.

10.3 Survival. The provisions of this Article 10 shall survive the expiration or earlier termination of the Term of this Agreement with respect to any acts or omissions occurring during the term hereof.

ARTICLE 11.
INSURANCE

11.1 The Concessionaire shall maintain the minimum limits of insurance or as required by law, whichever is greater. Specific minimum insurance are provided in **Exhibit H**.

ARTICLE 12.
DAMAGE OR DESTRUCTION OF CONCESSION PREMISES

12.1 Partial Damage. If all or any portion of the Concession Premises is partially damaged by fire, explosion, the elements, act(s) of war or terrorism or other casualty, but the Concession Premises are not rendered untenantable or inaccessible, such damage will be repaired with due diligence by the County at its own cost and expense and there shall be no abatement of payments to the County, and thereafter, Concessionaire shall promptly and diligently make all necessary repairs and restorations to the Capital Additions. Notwithstanding the above, if such damage is caused by the act or omission of Concessionaire or its members, directors, officers, employees, agents or representatives, Concessionaire shall be responsible at its expense for making the necessary repairs and restorations as approved by the County. If Concessionaire fails to make the necessary repairs and restorations in a timely manner as determined by the County, then the County may, at its option, cause such repairs and restorations to be completed and Concessionaire shall reimburse the County for the costs and expenses incurred in such repairs and restorations, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses.

12.2 Extensive Damage. If all or any portion of the Concession Premises is damaged by fire, explosion, the elements, act(s) of war or terrorism, or other casualty, and such damage shall be so extensive as to render part or all of the Concession Premises untenantable or inaccessible, but such damage is capable of being repaired and restored within one hundred twenty (120) days, such damage shall be repaired and restored with due diligence by the County at its own cost and expense and the MAG for such period shall be reduced in proportion to the portion of the Concession Premises rendered untenantable or inaccessible, from the time of such damage until such time as the Concession Premises are fully restored and certified by the County's engineers as ready for occupancy, and thereafter Concessionaire shall promptly and diligently make all necessary repairs and restorations to the Capital Additions. Notwithstanding the above, if such damage is caused by the act or omission of Concessionaire or its members, directors, officers, employees, agents or representatives, there shall be no abatement in the MAG and Concessionaire shall be responsible at its expense for making the necessary repairs and restorations as approved by the County. If Concessionaire fails to make the necessary repairs and restorations in a timely manner as determined by the County, then the County may, at its option, cause such repairs and restorations to be completed and Concessionaire shall reimburse the County for the costs and expenses incurred in such repairs and restorations, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses.

12.3 Complete Destruction. In the event the Concession Premises are completely destroyed by fire, explosion, the elements, act(s) of war or terrorism or other casualty or are so damaged that they are untenantable and replacement or repair will take more than one hundred twenty (120) days, the County shall be under no obligation to repair and restore the Concession Premises, and the obligation of Concessionaire to pay the fees and rentals hereunder shall abate as of the date of such damage or destruction until such time as the Premises are fully restored or until the County provides substitute facilities, reasonably acceptable to Concessionaire, for use by Concessionaire; provided, however, that (i) if the damage is caused by the act or omission of Concessionaire or its members, directors, officers, employees, agents or representatives, there shall be no abatement of the fees and rentals due hereunder and Concessionaire shall be responsible at its expense for making the necessary repairs and restorations as approved by the County. County shall have no obligation to repair or restore any damage to the Capital Additions and Concessionaire shall promptly and diligently make all necessary repairs and restorations to the Capital Additions. If the County is responsible for the repair and restoration of the Concession Premises under this Article and does not complete such repair and restoration of the Concession Premises within twelve (12) months after the time of such damage or destruction, or the County has not supplied substitute facilities reasonably acceptable to Concessionaire,

Concessionaire may terminate this Agreement in its entirety as of the date of such damage or destruction. If Concessionaire is responsible for the repair and restoration of the Premises under this Article and does not complete such repair and restoration of the Premises within twelve (12) months after the time of such damage or destruction in a timely manner as determined by the County, then the County may, at its option, cause such repairs and restorations to be completed and Concessionaire shall reimburse the County for the costs and expenses incurred in such repairs and restorations, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses.

ARTICLE 13.
CONDEMNATION; EMINENT DOMAIN

13.1 Total Taking. In the event a Total Taking occurs during the Term, then the Term shall cease and terminate on the date that title vests in the Governmental Authority pursuant to such Total Taking. All proceeds paid as a result of such Total Taking shall be the sole property of the County. Concessionaire shall pay all Rent and other charges, fees, and expenses through the date of such termination and shall promptly vacate the Concession Premises prior to the date on which title vests in such Governmental Authority pursuant to such Total Taking.

13.2 Partial Taking. In the event a Partial Taking occurs during the Term, then this Agreement shall terminate as to the portion of the Concession Premises so taken but shall continue in full force and effect as to the remainder of the Concession Premises. In the event of a Partial Taking, the County shall, promptly after the County's receipt of the net proceeds paid as a result of such Partial Taking, repair or restore the portion of the Concession Premises not so taken so that an architectural unit reasonably appropriate for the continued use and occupancy by Concessionaire is completed; provided, however, that the County shall have no obligation to repair or restore any damage to the Capital Improvements of Concessionaire, and the County shall make any net proceeds paid as a result of such Partial Taking that are specifically awarded with respect to such Capital Improvements of Concessionaire available to Concessionaire in a manner reasonably acceptable to the County for such repair and restoration of such Capital Improvements. Concessionaire shall repair and restore the Capital Improvements the Concession Premises affected by such Partial Taking so that an architectural unit reasonably appropriate for the continued use and occupancy by the Concessionaire thereof is completed. During the period of repair and restoration, the Concession Fees and Rental Fees shall be abated proportionately to the extent and during the time in which portions of the Concession Premises are rendered untenantable. Upon the completion of such repair and restoration, Concession Fees and Rental Fees for the remainder of the Term shall be proportionately adjusted so as to reflect the loss of the area of the Concession Premises so taken.

ARTICLE 14.
TERMINATION BY COUNTY

If the Concessionaire shall fail to pay to the County the Concession Fee, Rental Fees or other payments required by this Agreement when due and such failure shall not be remedied within ten (10) days of written notice, the County shall have the right immediately to terminate this Agreement, without notice or further opportunity to cure.

The County shall have the right upon thirty (30) days prior written notice to the Concessionaire to terminate this Agreement upon the happening of one or more of the following events, if said event or events shall be continuing:

14.1 Assignment. Concessionaire shall make a general assignment for the benefit of creditors.

14.2 Remedies Under Federal Bankruptcy Laws. Upon filing by or against Concessionaire of any proceeding under federal bankruptcy laws.

14.3 Appointment of a Receiver. Concessionaire shall consent to the appointment of a receiver, Trustee, or liquidator of all or substantially all of the property of the Concessionaire.

14.4 Abandonment. Concessionaire shall voluntarily abandon and discontinue its operations at the Airport for a period of thirty (30) consecutive days.

14.5 Non-payment Defaults. Concessionaire shall default in fulfilling any of the terms, covenants, or conditions (other than those described in Article 13.1) required to be performed by this Agreement and shall fail to commence and diligently pursue to remedy said default within thirty (30) days following receipt by the Concessionaire of a written demand from the County to do so.

14.6 Removal of Property. In the event of any cancellation or termination of this Agreement by the County, for any of the reasons specified above, Concessionaire shall have thirty (30) days from the date of cancellation or termination within which to remove all trade fixtures and personal property installed in or upon the Concession Premises by Concessionaire. If said trade fixtures or personal property cannot be removed within the thirty (30) day period as herein provided, Concessionaire may request from the County in writing an additional amount of time thereafter to complete the removal. If the Concessionaire has not totally vacated Concession Premises after the expiration of the thirty (30) day period provided in this Article and the County in its sole discretion grants additional time to the Concessionaire, the Concessionaire shall be responsible to pay to the County a per day occupancy fee equal to 1/365 of the last applicable Concession Fee and Rental Fees, or one hundred dollars ($100.00), whichever is greater, for each consecutive day that it remains in said Concession Premises.

Any trade fixtures or personal property remaining in or upon the Concession Premises following the expiration of the thirty (30) day period or any written extension thereof granted by the County, shall be considered abandoned by the Concessionaire and the County may enter upon and into the Concession Premises, take possession of all remaining trade fixtures or personal property and dispose of the same in any manner deemed appropriate by the County including, but not limited to, sale or disposal of the same.

Any costs, fees or expenses incurred by the County in disposing of or removing any of Concessionaire's trade fixtures or personal property shall be for the account of the Concessionaire and therefore are payable by Concessionaire to the County.

Should the County be required to obtain a court order ordering the Concessionaire to vacate the Concession Premises, the County shall be entitled to collect its fees, costs and expenses including attorneys' fees for obtaining same from Concessionaire.

Should the County terminate this Agreement, it will issue a public solicitation process seeking competitive proposals for the Concession rights herein terminated. Concessionaire shall be eligible to submit a response to this solicitation process, provided its Agreement is not terminated, and provided it submits a proposal on behalf of a Brand Name not currently operated by Concessionaire on the Airport.

ARTICLE 15.
TERMINATION BY CONCESSIONAIRE

Concessionaire shall have the right, upon thirty (30) days' written notice to the County, to terminate or suspend this Agreement upon the happening of one or more of the following events, if said event or events shall be continuing:

(a) The issuance by any court of competent jurisdiction of an injunction order or decree preventing or restraining the use by the Concessionaire of all or any substantial part of the Concession Premises preventing or restraining the use of the Airport for normal Airport purposes or the use of any part thereof which may be used by the Concessionaire or which is necessary for the Concessionaire's operations on the Airport and which remains in force for a period of a minimum of sixty (60) consecutive days.

(b) The County shall default in fulfilling any of the terms, covenants, or conditions to be fulfilled by it under this Agreement and shall fail to remedy said default within thirty (30) days (or a reasonable period if cure is commenced within thirty 30 days and is diligently being pursued) following receipt of a written demand from the Concessionaire to do so.

ARTICLE 16.
ASSIGNMENT, SUBLETTING AND LEASEHOLD MORTGAGES

16.1 Assignment and Subletting Not Permitted. Concessionaire may not assign, transfer, or mortgage this Agreement, or sublet, in whole or part, the Concession Premises without the prior written consent of the County. A consent by the County shall not be a consent to any subsequent assignment, transfer, mortgage, or sublease. Any unauthorized assignment, transfer, mortgage, or sublease shall be voidable at the election of the County.

16.2 Leasehold Mortgages Not Permitted. Concessionaire shall have no right (i) to convey, pledge or encumber, by deed of trust, mortgage or similar instrument, its leasehold interest in and to the Concession Premises or any improvements constructed or placed on the Concession Premises by Concessionaire, or (ii) to assign this Agreement as collateral security for any indebtedness of Concessionaire, provided however, this provision shall not be deemed to prevent Concessionaire from encumbering removable fixtures, furniture and equipment with liens.

ARTICLE 17.
NO LIENS

Concessionaire shall be solely responsible for payment to all contractors and workers for any work performed on the Concession Premises and shall keep the Concession Premises free and clear of all liens resulting from any work thereon, or the furnishing of labor or materials, by or on behalf of Concessionaire. If any such lien is filed or asserted, Concessionaire shall promptly cause the same to be released within twenty (20) days or shall post a surety bond for payment of such lien claims that causes the lien to be removed as an encumbrance on the Concession Premises or any portion thereof. Concessionaire may contest the correctness or validity of any such lien, but shall indemnify, defend, and hold harmless County from any and all such lien claims.

ARTICLE 18.
NONDISCRIMINATION

18.1 Covenants Running with the Land – Transfer of Real Property. Concessionaire for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(a) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended).

(b) In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

18.2 Covenants Running with the Land – Construct/Use/Access to Real Property. Concessionaire for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire will use the Concession Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts and Authorities. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

18.3 General Civil Rights Provision. In all its activities within the scope of its airport program, the Concessionaire agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire.

The above provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the airport remains obligated to the Federal Aviation Administration.

18.4 Civil Rights – Title VI Assurances. During the performance of this Agreement,

Concessionaire, for itself, its assignees, and successors in interest, agrees as follows:

18.4.1 Compliance With Regulations. Concessionaire (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated as **Exhibit D** of this Agreement.

18.4.2 Nondiscrimination. Concessionaire, with regard to the work performed by it during the Agreement, 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. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21. Further, Concessionaire will comply with those Standard Terms and Conditions outlined in the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated as **Exhibit E** of this Agreement.

18.4.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Concessionaire of Concessionaire's obligations under this Agreement and the Nondiscrimination Acts and Authorities relative to non-discrimination on the grounds of race, color, or national origin.

18.4.4 Information and Reports. Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Concessionaire will so certify to the County or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

18.4.5 Sanctions for Noncompliance. In the event of Concessionaire's noncompliance with the nondiscrimination provisions of this Agreement, the County will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (i) Withholding of payments to Concessionaire under this Agreement until Concessionaire complies, and/or (ii) Cancellation, termination, or suspension of this Agreement, in whole or in part.

18.4.6 Incorporation of Provisions. Concessionaire will include the provisions of sub-paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Concessionaire will take action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Concessionaire may request the County to enter into any litigation to protect the interests of the County. In addition, Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

18.5 Affirmative Action. Concessionaire shall undertake, to the extent applicable, an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, as amended from time to time, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment, contracting, or leasing activities covered in 14 C.F.R. Part 152, Subpart E, as amended from time to time. Concessionaire further assures that (i) no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by 14 C.F.R. Part 152, Subpart E, as amended from time to time, and (ii) it will require that its covered organizations under 14 C.F.R. Part 152, Subpart E, as amended from time to time. Concessionaire agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 C.F.R. Part 152, Subpart E, as amended from time to time, as part of the affirmative action program, and by any federal, state, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Concessionaire agrees that state or local affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 C.F.R. Part 152, Subpart E, as amended from time to time, only when they fully meet the standards set forth in 14 C.F.R. 152.409, as amended from time to time.

ARTICLE 19.
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE)

19.1 Compliance with Part 23. This Agreement is subject to the requirements of U.S. Department of Transportation's regulations, 49 CFR Part 23, Participation by Disadvantaged Business Enterprises in Airport Concessions ("Part 23"). Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by Part 23.

19.2 Incorporation of Provision. Concessionaire agrees to include the above statement in any subsequent concession agreement or contract covered by Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

19.3 ACDBE Goal. The current ACDBE triennial goal for car rental concessions is 1.10% participation (of gross revenue). Concessionaire covenants that it shall make Good Faith Efforts (as defined in Part 23) to achieve this goal. ACDBE participation shall be counted toward this goal as provided in Part 23. Concessionaire agrees to submit the ACDBE Reporting Form as shown in **Exhibit F** each quarter to the County and to provide additional information concerning the participation of certified ACDBE firms to County upon request. If Concessionaire cannot achieve the stated goal, it shall provide documentation to the County that it has made Good Faith Efforts in attempting to achieve the goal.

19.4 ACDBE Change. If Concessionaire proposes to terminate, substitute, or modify the participation of an ACDBE joint venture, team member, subcontractor, or sub concessionaire under this Agreement, prior to such change, Concessionaire shall submit for review and prior approval, to the County, reasonable documentation regarding the proposed change in ACDBE participation. Concessionaire shall include the specific reasons for the change in ACDBE participation and must produce any and all documents and information regarding the proposed change.

Before transmitting to the County a request for a change, Concessionaire shall give at least five (5) days' notice in writing to the affected ACDBE, with a copy to the County, of its intent to request the change and the reason for the request. The ACDBE may respond to the notice with the reasons, if any, why it objects to the proposed change and why the County should not approve the proposed change.

When an ACDBE is terminated or otherwise fails to complete its work under this Agreement, the Concessionaire must make good faith efforts to find another ACDBE to substitute for the original ACDBE. The Concessionaire shall provide the County with documentation of its good faith efforts within seven (7) days of the County's request, which may be extended for an additional seven (7) days upon request of the Concessionaire.

19.5 Breach of ACDBE Obligations. Concessionaire's failure to carry out its ACDBE obligations shall constitute a material breach of this Agreement that may result in termination of this Agreement, or such other remedy as deemed appropriate by the County.

ARTICLE 20.
BOND INDENTURE AND SUBORDINATION

County expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of said bonds, including the creation of reserves therefor, and including the granting of mortgages, indentures, or ground leases on all or part of the Airport, including the Concession Premises.

County expressly reserves the right to enter into any Trust Indenture or other agreement for the issuance of bonds or financing of capital projects at the Airport, and Concessionaire agrees that this Agreement and all rights granted to Concessionaire hereunder shall be subject to any such lien and provisions of the pledges, transfers, hypothecations, or assignments made by County in any such trust indenture or financing agreement. County expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of said bonds or financing, including the creation of reserves therefor, and including the granting of mortgages, indentures, or ground leases on all or part of the Airport, including the Concession Premises.

This Agreement and all rights granted to Concessionaire hereunder shall be subordinated to any future mortgage, indenture, or ground lease given to secure or provide for payment of bonds or other financing, and all amendments thereto. This provision shall be self-operative, and no other writing shall be required effect such subordination. However, upon the request of the County's lender or bond trustee, Concessionaire shall execute and deliver a subordination, non-disturbance, and attornment agreement in a form reasonably satisfactory to said lender or bond trustee.

With respect to bonds on which the interest is intended to be excludable from gross income for Federal income tax purposes under the Internal Revenue Code of 1986 as amended or superseded, Concessionaire shall:

(a) not use, without the prior written consent of County, any portion of the Concession Premises for any purpose other than the purpose set forth in Article 2 hereof, and facilities functionally related and subordinate to such airport facility that are of a character and size commensurate with the character and size of such airport facility, excluding any lodging facility or any retail business (including food and beverage facilities) in excess of a size necessary to serve Concessionaire's invitees, any office building (excluding office space in the improvements for use by Concessionaire), any industrial park or manufacturing facility, any health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises; and

(b) immediately cease and desist from any action with respect to the use of the Airport, to the extent such action is described in a written notice delivered by County as an action that, pursuant to the written advice of County's bond counsel or the Internal Revenue Service, may adversely affect the treatment of interest on any such bond as excludable from gross income for federal income tax purposes.

ARTICLE 21.
MODIFICATIONS FOR GOVERNMENTAL AUTHORITY GRANTING OF FUNDS

In the event that a Governmental Authority requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Concessionaire shall make or agree to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required and reasonable attorney's fees and costs related to Concessionaire's review and execution of such amendments, modifications, revisions, supplements or deletions shall be reimbursed to Concessionaire by the County, provided however, in the event such a modification to the Agreement materially affects the financial terms of the Agreement, such financial terms shall be equitably adjusted.

ARTICLE 22.
SUBORDINATION TO OTHER AGREEMENTS

This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the County and any other Governmental Authority relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the County for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended.

ARTICLE 23.
THE COUNTY'S RIGHT TO IMPROVE AIRPORT

The County reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Concession Premises and existing vehicle and pedestrian traffic patterns, as County deems appropriate without interference or hindrance by the Concessionaire, and County shall have no liability hereunder to Concessionaire by reason of any interruption to Concessionaire's operations on the Airport occasioned by such County activities. Additionally, possibility of terminal and airfield closures due to construction, security or bad weather might occur. Good faith efforts will be attempted by County to minimize the effects on operations.

ARTICLE 24.
AVIGATION EASEMENT

24.1 Aviation Easement. The County hereby reserves from the Concession Premises, for the use and benefit of itself and its successors and assigns, and the operators, owners and users of Aircraft of all types and for the public in general, a perpetual easement and right-of-way for the free and unobstructed flight and passage of Aircraft by whomsoever owned or operated, in and through the airspace above, over and across the surface of the Concession Premises, together with the right to cause in such airspace such noise, vibration, odors, vapors, particulates, smoke, dust and other effects as may be inherent in the operation of Aircraft for navigation of or flight or passage in and through such airspace, and for the use of such airspace by Aircraft for approaching, landing upon, taking off from, maneuvering about or operating at the Airport.

24.2 Prohibited Activities. Concessionaire shall not hereafter use, cause or permit to be used, or suffer use of, the Concession Premises so as: (i) to cause electrical, electronic or other interference with radio, radar, microwave or other similar means of communications between the Airport and any Aircraft; (ii) to adversely affect or impair the ability of operators of Aircraft to distinguish between regularly installed air navigation lights and visual aids and other lights serving the Airport; or (iii) to cause glare in the eyes of operators of Aircraft approaching or departing the Airport, or to impair visibility in the vicinity of the Airport, or to otherwise endanger the approaching, landing upon, taking off from, maneuvering about or operating of Aircraft on, above and about the Airport; provided, however, that, notwithstanding any contrary provision contained above, Concessionaire shall be permitted to construct and maintain such improvements and to utilize all lighting, finishes and building materials as shall have been submitted to and approved by the County; and Concessionaire, for itself and their respective assigns, subtenants and legal representatives (collectively, the "Releasing Parties"), hereby expressly releases and forever discharges the County and its members, directors, officers, employees, agents and representatives from any and all claims, debts, liabilities, obligations, costs, expenses, actions or demands, vested or contingent, known or unknown, whether in tort, contract or otherwise, that the Releasing Parties may now own or hold, or have any time heretofore owned or held, or may at any other time own or hold, by reason of noises, vibration, odors, vapors, particulates, smoke, dust or other effects as may be inherent in the operation of Aircraft and caused or created by the flight or passage of Aircraft in or through the airspace subject to the easement and right-of-way herein reserved; provided, however, that such operation or use is in compliance with Applicable Laws.

ARTICLE 25.
FORCE MAJEURE

25.1 Force Majeure. The failure of a party to perform its obligations hereunder shall be excused to the extent, and for the period of time, such failure is caused by the occurrence of an event of Force Majeure.

25.2 Notice. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by email or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. Nothing contained herein shall be construed to require a party to settle a strike or other labor dispute against its will.

25.3 Term and Fees. No event of Force Majeure shall relieve Concessionaire from its monetary obligations under this Agreement, including Tenant's obligations to pay Concession Fees and Rental Fees hereunder, nor shall the Term of this Agreement be extended by any event of Force Majeure.

ARTICLE 26.
NOTICES, APPROVALS, CONSENT, ETC.

26.1 Delivery. All notices, approvals, consents, demands, requests and other communications required or permitted by this Agreement must be in writing to be effective and (i) personally delivered, (ii) sent by a recognized delivery service that provides registered and verifiable shipment or air bill tracking and delivery record, with costs prepaid, or (ii) email if recipient confirms receipt via reply email (not including auto- out of office replies or auto-generated receipts) to the addresses set forth below:

TO COUNTY:

Gunnison-Crested Butte Regional
519 Rio Grande Avenue
Gunnison, CO 81230 14850
Attn: Airport Director

TO CONCESSIONAIRE:

The Hertz Corporation
Attn: Real Estate Department
8501 Williams Rd,
Estero, FL 33928, USA

The person and place to which notices, approvals, consents, demands, requests, and other communications are to be sent may be changed by a party hereto upon written notice to the other. A notice, approval, consent, demand, request, or other communication required or permitted hereunder shall be deemed received and effective (i) on the date it is received by the recipient if sent by personal delivery, or (ii) on the date confirmed received by the recipient via email, or (iii) on the date on which the signature receipt is recorded by the recognized delivery service if it is sent by a recognized delivery service.

26.2 Consent of County. Whenever any provision of this Agreement requires the consent or approval of the County or provides to the County the right to make a determination or judgment, the County shall have the absolute and unconditional right to withhold its consent or approval, in its sole discretion, and to make such determination or judgment in its sole discretion on the basis of such factors and considerations as it shall deem relevant (including, without limitation, self-interest), except for those circumstances, if any, where this Agreement expressly provides that such consent or approval will not be unreasonably withheld or the County will make such determination or judgment reasonably.

26.3 Authority of Airport Director. The Airport Director is the designated airport representative of the County and whenever any provision of this Agreement requires the consent or approval of the County or provides to the County the right to make a determination or judgment, such consent, approval, or determination must be made to the County through the Airport Director.

ARTICLE 27.
MISCELLANEOUS

27.1 Independent Contractor. Concessionaire shall, at all times during the Term of this Agreement, or any extensions hereof, be regarded as an independent contractor, and Concessionaire shall not at any time act as agent for or of the County.

27.2 No Exclusive Rights. Nothing in this Agreement shall be deemed to grant Concessionaire any exclusive right or privilege within the meaning of Title 49 USC Section 40103(e).

27.3 Most Favored Nations Provision. The County agrees that it shall not, during the Term of this Concession Agreement, enter into any agreements with any other on-Airport Concessionaire under terms and conditions more favorable than those contained herein.

27.4 Non-Interference. Concessionaire shall, at all times, conduct its operations so as not to interfere with, impinge upon, delay, or hinder the operations of the County, the Airport, or any other Concessionaire operating in or at the Airport.

27.5 Non-exclusive Remedies. It is understood and agreed that the rights and remedies of the County and the Concessionaire specified are not intended to be and shall not be exclusive of one another or exclusive of any common law right of either party hereto.

27.6 Nonwaiver of Rights. The waiver of any breach, violation, or default in or with respect to the performance or observation of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

27.7 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties and cancels and supersedes any prior contract or agreement between the parties hereto and it may only be amended as provided for herein and in writing signed by each of the parties. The Request for Proposals, including all issued addenda, and questions and answers, are hereby incorporated into and made a part of this Agreement.

27.8 Choice of Law. This Agreement shall be governed and interpreted by and according to the laws of the State of Colorado.

27.9 Time is of the Essence. Time is of the essence for the performance of the Concessionaire's obligations under this Agreement.

27.10 Successors and Assigns of Parties. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto but this provision shall not be considered a consent by County under Article 16 of this Agreement.

27.11 Severability. If a provision hereof shall be finally declared unenforceable or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be unenforceable, but the remaining provisions shall continue as nearly as possible in accordance with the original intent of the parties. All rights and remedies available to the parties under this Agreement shall be cumulative and in addition to all other rights granted the parties at law or in equity.

27.12 Forfeiture. No cancellation or termination of this Agreement in accordance with the rights of either party under this Agreement to cancel or terminate shall be considered a forfeiture, such rights being

a part of the consideration for this Agreement and of the essence hereof.

27.13 Quiet Enjoyment. County agrees that, so long as Concessionaire is paying in accordance with the Agreement and performing its other obligations under this Agreement, Concessionaire will peaceably and quietly have, hold, and enjoy the Concession Premises throughout the Term.

27.14 Attorney's Fees. The prevailing party shall be entitled to reasonable attorney fees at trial and on appeal in any lawsuit brought with respect to this Agreement.

27.15 Authority to Sign. Each individual signing below on behalf of a party certifies by signing that he or she is properly authorized to sign this Agreement and to fully bind the party to the terms and conditions of this Agreement.

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:

Laura Puckett-Daniels, Chairperson

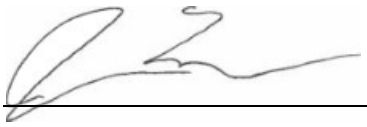
Elizabeth Smith, Commissioner

Jonathan Houck, Commissioner

Attest

Deputy County Clerk

THE HERTZ CORPORATION

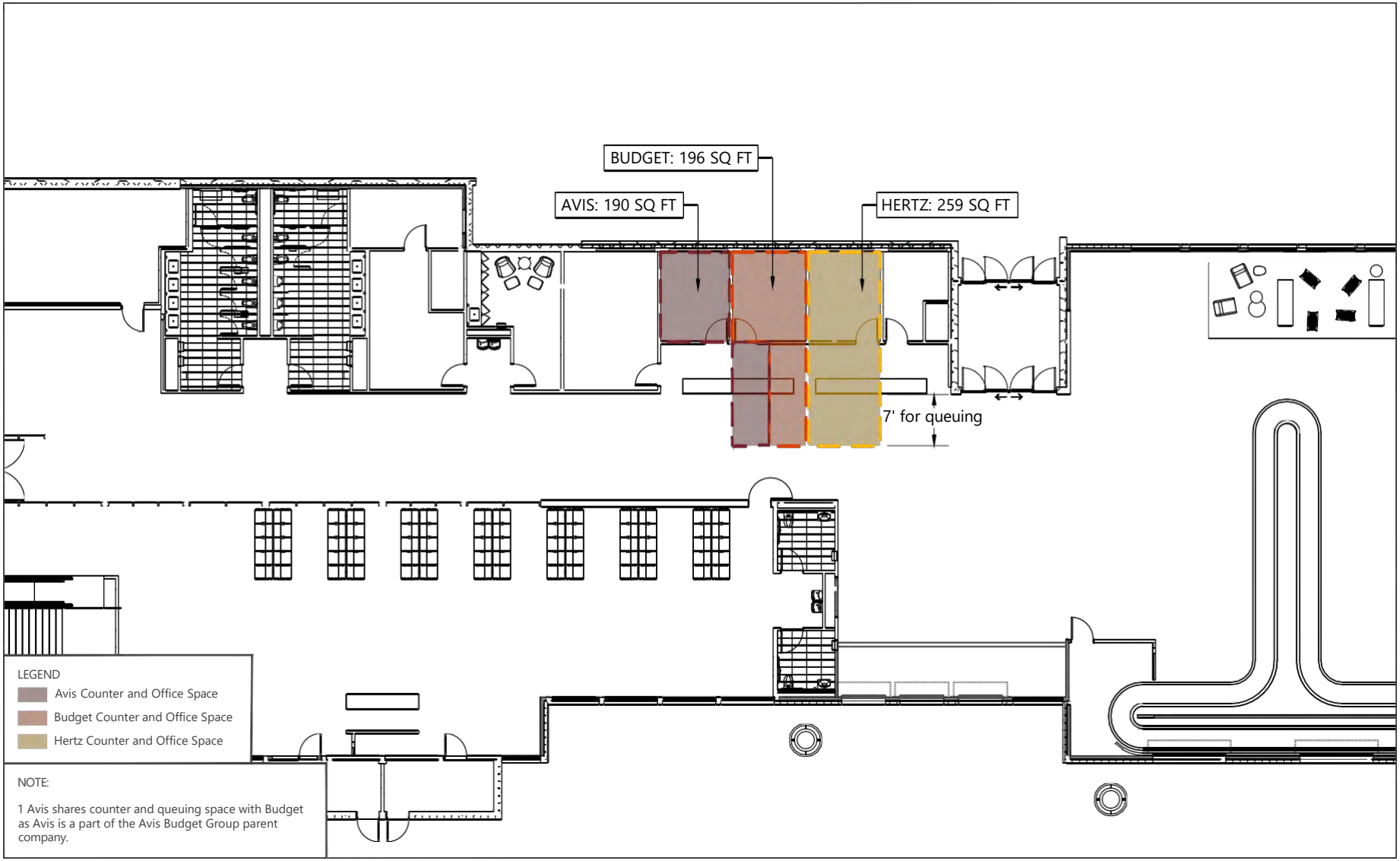
By: 

Jim Boucher

Title: VP Global Real Estate & Facilities

EXHIBIT A
RENTAL CAR COUNTERS

DRAFT



SOURCE: Stephanie Petshe, Assistant to the Airport Manager, Gunnison County, "GUC Rental Car Agreement Documents" email to Josh Francosky, February 7th, 2024.

NORTH 0 20 ft

EXHIBIT A

RENTAL CAR COUNTERS

Drawing: P:_PROJECTS\GUC (Gunnison-Crested Butte)\05-Rental Car\07-2024 RAC Agreement\01-Draft\CAD\Exhibit A - Rental Car Counters_2024-02-29.dwgLayout: 8.5x11L Plotted: Mar 18, 2024, 10:43AM

EXHIBIT B
RENTAL CAR PARKING LOT

SOURCE: Stephanie Petshe, Assistant to the Airport Manager, Gunnison County, "GUC Rental Car Agreement Documents" email to Josh Francosky, March 6th, 2024.

NORTH 0 100 ft

EXHIBIT B

RENTAL CAR PARKING AREAS

EXHIBIT C
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
ON-AIRPORT LICENSEE MONTHLY STATEMENT OF GROSS REVENUES AND CUSTOMER FACILITY CHARGE REVENUE

Date: _____

Period Covered (Month/Year): _____

Rental Car Company: _____

Gross Revenue Statement

Gross Revenues: **$**_____

10% of Gross Revenues: **$**_____

Customer Facility Charge Statement

Total Number of Vehicle Contracts: _____

Total Number of Vehicle Contract Days: _____

Total CFC Collections: **$**_____

Certification by Licensee's Chief Financial Officer or the Chief Financial Officer's designee:

Signature:_____ Print Name: _____

Title:_____

Date: _____

Remit by the 20th day of each month to:

Gunnison-Crested Butte Regional Airport

EXHIBIT D
CIVIL RIGHTS

CIVIL RIGHTS NON-DISCRIMINATION

1. In all its activities within the scope of its airport program, Operator agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Operator transfers its obligation to another, the transferee is obligated in the same manner as Operator. This provision obligates Operator for the period during which the property is used or possessed by Operator and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

2. During the performance of this agreement, Operator for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:

    a. 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);

    b. 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);

    c. 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);

    d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.) as amended (prohibiting discrimination on the basis of disability), and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

    e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

    f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

    g. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadening 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 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);

h. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibits 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) as implementing by U.S. Department of Transportation Regulations at 49 CFR Parts 37 and 38;

i. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against 8 minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

k. 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 proficient (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 (2005)]; and

l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 et seq.)

3. Operator, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3)

that Operator will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Operator had never been made or issued.

4. During the performance of this agreement, Operator, for itself, its assignees, and successors in interest, agrees as follows:

    a. Compliance with Regulations: Operator will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement.

    b. Nondiscrimination: Operator, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

    c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Operator of contractor’s obligations under this agreement and the Nondiscrimination Acts and Authorities.

    d. Information and Reports: Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Operator will so certify to the County or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of Operator noncompliance with the non-discrimination provisions of this agreement, the County will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this agreement, in whole or in part.

f. Incorporation of Provisions: Operator will include the provisions of this subsection in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant hereto. Operator will take action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Operator may request the County to enter into any litigation to protect the interests of the County. In addition, Operator may request the United States to enter into the litigation to protect the interests of the United States

EXHIBIT E
STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

1. Civil Rights Non-Discrimination

1.1. OPERATOR 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 (including limited English proficiency), sex (including sexual identity and gender orientation), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If OPERATOR transfers its obligation to another, the transferee is obligated in the same manner as OPERATOR. This provision obligates OPERATOR for the period during which the property is used or possessed by OPERATOR and the County remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

1.2. During the performance of this Agreement, OPERATOR for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities: Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252); 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 USC § 4601); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended, and 49 CFR part 27; the Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.); the Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended; the Civil Rights Restoration Act of 1987 (PL 100-209); Titles II and III of the Americans with Disabilities Act of 1990 (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency; and Title IX of the Education Amendments of 1972, as amended.

2. Subordination

2.1. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the County and the United States, relative to the operation or maintenance of the Airport, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, the Federal Aid to Airport

Act, the Airport and Airway Development Act of 1970 and the Airport and Airway Improvement Act of 1982, as such acts have been amended or replaced from time-to-time.

2.2. This Agreement is subordinate to any bond ordinance, indenture or covenant made by the County with respect to the Airport prior to or during the term hereof and, in the event of a conflict, the requirements of the ordinance, indenture or covenant shall control.

2.3. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or require affecting the control, operation, regulation, and taking over of the Airport.

3. Protection of the Airport

3.1. The County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the OPERATOR, and without interference or hindrance.

3.2. OPERATOR shall comply with the notice requirement contained in 14 C.F.R. Part 77 (Safe, Efficient Use, and Preservation of the Navigable Airspace), as the same may be amended from time to time ("FAR Part 77"). If the County provides notice to the FAA pursuant to FAR Part 77 in connection with the Agreement, OPERATOR shall cooperate fully by, for example and without limitation, providing all relevant information as may be required by the County or FAA in connection with the notice.

3.3. OPERATOR shall not construct, erect or install any structure or equipment determined by the FAA pursuant to FAR Part 77 to constitute an obstruction or hazard to air navigation. OPERATOR acknowledges that an obstruction or hazard may be found based on the height of structures and also based on, for example and without limitation, aeronautical effects on air traffic control radar, direction finders, air traffic control line-of-sight visibility, and physical or electromagnetic effects on air navigation, communication facilities, and other surveillance systems. OPERATOR shall comply with any conditions, limitation, supplemental notice requirements, and marking and lighting recommendations issued by the FAA pursuant to FAR Part 77.

3.4. The County reserves for the use and benefit of the pubic the right of flight for the passage of aircraft in the airspace above the leased premises. This public right of flight shall include the right to cause noise, vibration and other impacts inherent in the operation of aircraft. OPERATOR agrees that the normal operation of the

Airport and aircraft shall not constitute interference with OPERATOR's rights hereunder.

3.5. OPERATOR by accepting this Agreement expressly agrees for itself, its successors, and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the County reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of the OPERATOR

EXHIBIT F
ACDBE QUARTERLY REPORTING FORM

REPORT OF CERTIFIED ACDBE FIRMS
(CONCESSIONAIRES/SUBCONCESSIONAIRES/
SUPPLIERS/MANAGEMENT CONTRACTORS - COUNTED TOWARD GOALS)

Name of Airport: Gunnison-Crested Butte Regional Airport

Fiscal Year: _____

Airport Concession: _____

Preparer: _____

Telephone Number: _____

Date: _____

List below each ACDBE that participated in a concession during the preceding fiscal year If no ACDBE firm participated, write "NONE" below.

Name of ACDBE Firm _____

Address _____

City _____ State _____ Zip _____

Contact Email: _____ Phone: _____

Concession Type:	☐	Concessionaire	☐	Sub concessionaire	☐	Supplier
	☐	Joint Venture Partner	☐	Management Contract	☐	Other
Business Type: Non Car Rental:	☐	News & Gifts	☐	Food & Beverage	☐	Wireless Services
	☐	ATM	☐	Vending	☐	Luggage Carts
	☐	Jewelry	☐	Accessories	☐	Janitorial
	☐	Insurance	☐	Parking Management	☐	OTHER
Car Rental:	☐	Insurance	☐	Uniform	☐	Vending
	☐	Gas / Oil	☐	Office Supplies	☐	OTHER

Estimated gross receipts (Goods & Services) for this reporting period: $ _____

Type of Disadvantage Group:

☐ Black ☐ Hispanic ☐ Native American ☐ Asian-Indian American

☐ Asian-Pacific American ☐ Non-Minority Woman ☐ Other Disadvantaged

EXHIBIT G

CONCESSIONAIRE OPERATING AREA MAINTENANCE RESPONSIBILITIES

	County	Concessionaire
Rental Car Service Counter/Office Space		
Shell Building (structural, mechanical & electrical)	x	
Monthly Utility Costs (electrical, water, sanitary sewer, and natural gas)	x	
General Maintenance (HVAC & fire suppression)	x	
Janitorial Services		x
Monthly data & telecommunications services		x
Overall Cleanliness & Appearance		x
Cleaning of Floors, Walls, Ceilings & Surfaces		x
Carpet Cleaning (Minimum of Twice per Year)		x
Proprietary Operating Systems, furnishings, signage, fixtures, & equipment specific to Concessionaire		x
Disposal of Trash, Refuse, Debris and Recycling		x
Parking Spaces (Ready/Return)		
Repair and maintenance of paved surfaces	x	
Pavement Markings	x	
Common Area Lighting	x	
Directional Signage	x	
Code-required Signage	x	
Landscape Maintenance	x	
Monthly Utility Costs – electrical	x	
Stormwater management system	x	
Parking Space Stall Signage & Concessionaire Branding		x
Snow and Ice Control		x
Snow and Ice Removal		x

EXHIBIT H
INSURANCE REQUIREMENTS

1. 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).

2. 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.

3. 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.

4. 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.

5. 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.

6. The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; Amen

Action Requested: Other Acknowledgement of Signature

Parties to the Agreement:

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

Summary:

Amendment to scope and term of work with KLJ.

Fiscal Impact:

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 9/24/2025

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

Comments:
Legally sufficient. SO 9/24/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/24/2025 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/29/2025

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

Agenda Date: 10/7/2025

Revised April 2015

AMENDMENT TO OWNER-ENGINEER AGREEMENT
2303-00790-01 Amendment No. 02

Background Data

a. Effective Date of Engineer-Owner Agreement: February 16, 2024

b. Engineer: KLJ Engineering LLC

c. Owner: Gunnison County

d. Project: 2024 Ballot Initiative

e. This Part of the Project: Term & Scope of Work

Nature of Amendment (check all that apply)

☐ **Additional services to be performed by Engineer**

☒ **Modifications to services of Engineer**

☐ **Modifications to responsibilities of Owner**

☐ **Modifications to payment to Engineer**

☒ **Modifications to time(s) for rendering Services**

Description of Modifications

Modifications to Services of Engineer:
Adjust the deliverables to reflect changes in needs by the Owner during Phase 1 and manage the contracted budget by reducing scope deliverables in Phase 2:

- General Project Management
  - Changes: Increase hours due to the extension of the contract for general project management of the project.
- Phase 1: Base Conditions (Excel File)
  - Changes: None
- Phase 1 & 2: Prioritization Process (Excel File)
  - Changes: None
- Phase 1 & 2: Capital Improvement Plan (CIP)
  - Changes: None
- Phase 2: Project website and maintenance for the length of the agreement.
  - Changes: Increase hours to provide updates and monitor the website after each public engagement and stakeholder engagement; provide additional reports to BOCC on traffic and voting poll statuses for each stakeholder engagement.
- Phase 2: Prepare for & attend six (6) Stakeholder Meetings
  - Four (4) BOCC Work Sessions; and two (2) regular BOCC Meetings.
  - Includes one KLJ staff member who will attend in person, and the support staff will attend virtually.
  - Changes: added BOCC meetings – increase from three (3) to six (6)
- Phase 2: Prepare for & attend four (4) Public Engagement meetings
  - Four (4) between Fall 2025 and Fall 2026; City of Gunnison and Town of Crested Butte
  - Includes preparation for each event; attending the event (2 hours each); and includes travel time to and from the event.
  - Includes two KLJ staff members attending in person to each.
  - Includes development of content for the Public Engagement meetings
    - County will provide mailings and distribution
    - KLJ will design content and social media postings for the County to post
  - Potential meetings: January 2026 in Gunnison; March 2026 in Crested Butte; May 2026 in Gunnison; & October 2026 in Gunnison.
  - Changes: added additional Open Houses – increase from one (1) to four (4)
- Phase 2: Feasibility and Economic Analysis Report (draft and final)
  - Changes: None

Modifications to Schedule for Engineer:

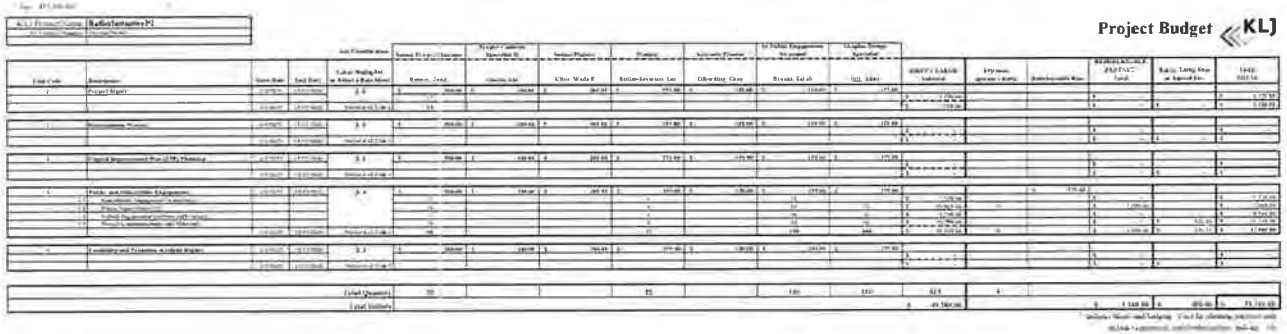
- The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2026, unless sooner terminated or replaced as provided herein.

Agreement Summary

a. Original agreement amount:	$60,850
b. Net change for prior amendments:	$0
c. This amendment amount:	$51,100
d. Adjusted Agreement amount:	$111,950

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is September 22, 2025

ENGINEER:	OWNER:
By: Wade Kline	By: Matthew Birnie
Title: Public Involvement Manager	Title: County Manager
Date Signed: 09/22/2025	Date Signed: 9/19/25



Project Budget KLJ

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 16th day of February, 2024, 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 KLJ Engineering, whose address is 1601 Riverfront Dr, Grand Junction, CO 81501(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 all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. 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, 2024, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Ensure Sound Infrastructure 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 in phased amounts as specified in the attached scope of services, but not to exceed sixty thousand eight hundred and fifty and No/100 U. S. Dollars ($60,850.00) ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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.

Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth in this Paragraph after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation, but the County's failure to do so shall not affect the termination of this agreement. Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

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). By way of example only, a general liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

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). By way of example only, an automobile policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

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). By way of example only, a professional liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

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 parties hereto understand and agree that the County, 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.

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.

Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. 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 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. on. Neither party shall be responsible for indirect, special or consequential loss or damage, arising out of or in connection with this Agreement.

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.

Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County 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 Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

9. 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.

a.

10. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

11. 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 exclude 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.

12. 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. Liability for claims for injuries to persons or property arising from the negligence of the County, 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 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 or any other law or rule limiting the liability of the County in relation to this Agreement.

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.

13. 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.

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen calendar (15) 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.

15. 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.

16. DELVERABLE STANDARDS.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to the Standard of Care in Section 1.

b. All Services shall be performed by qualified personnel in a professional 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. At any time while Contractor is performing its Services, or during the one (1) year period following their completion or termination, whichever is earlier, and upon the written request of Gunnison County given within thirty (30) days following County's discovery of any failure of any of Contractor's Services to conform to the foregoing standard of care, Contractor shall re-perform the specific parts of its Services and re-furnish its affected Services products that do not conform.

e. 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.

f. 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.

g. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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: KLJ Engineering

Attn: Legal Department
400 East Broadway Avenue, Suite 600
Bismarck, ND 58501
Legal Notices to: legal@kljeng.com

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.

22. 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.

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my 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.

24. 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.

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, 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 C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq*. Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. 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: _____
~~Jonathan Houck, Chairperson~~
Matthew Birrie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

EXHIBIT A – SCOPE OF WORK

2024 Ballot Initiative

Gunnison County

KLJ Project No. 2303-00790

PURPOSE & OBJECTIVE

The purpose of this exhibit is to describe the scope of work and responsibilities required for the 2024 Ballot Initial for KLJ (Consultant) to assist Gunnison County Road & Bridge Department (County).

SCOPE OF WORK TO BE PERFORMED BY CONSULTANT

1) Task 1 - Inventory
   a) Assessment of Current Infrastructure: The County has completed a thorough assessment with RoadAI of all roads within the jurisdiction. This includes evaluating their current condition, age, usage patterns, and any existing damages or issues that need attention or have been identified as problematic in previous assessments. County will provide Consultant access to GIS database or full download of data (from RoadAI) in a workable excel file. The County will also provide safety data (collision/crash data for a five-year period), current corridor level traffic volumes, and other roadway data features relevant to the analysis (to be determined in cooperation with the County).
   b) Base Conditions Inventory: Working with data provided by the County in Task 1a, Consultant will prepare a desktop base conditions inventory of the Gunnison County roadway network to include the following features:
      i) Roadways
         (1) Surface type
         (2) Surface conditions
         (3) Functional class
      ii) Traffic Volumes
      iii) Functional Class
      iv) Crash Data / Hotspots
      v) County Owned Bridges

2) Task 2 - Prioritization
   a) Prioritization Methodology: Working in coordination with the County, Consultant will develop a prioritization process to apply to county-level roadway needs. The methods developed will account for current County practices and consider best practices for roadway maintenance. The prioritization process will consider factors like pavement conditions, safety, growth/development patterns, and traffic volume. The prioritization process will include integrating any existing transportation or infrastructure plans/programs to provide consistency with long-term urban development plans and help identify any overlapping projects or potential areas of synergy. The prioritization process will integrate anticipated population growth, changes in traffic patterns, and the evolving needs of the community.
   b) Prioritization of Projects/Needs: KLJ will develop a list of prioritization county level roadway needs. This document will also be used to guide initial capital improvement plan planning (Task 3).

3) Task 3 - Capital Improvement Plan (CIP) Planning
   a) Revenue Projections: This task will include working with County staff on the following items:
      (1) Revenue Projections: Consultant will develop an estimate of the expected revenue from existing sources available to the County for roadway-related expenses for the 20-year planning horizon. This involves an evaluation of current revenue estimates, to be provided by County
      (2) System Needs Analysis: Develop an estimate of needed revenue to address projected roadway system needs identified for Gunnison County over a 20-year horizon. This analysis compares projected revenue estimates for the county against projected system needs. The analysis documents the anticipated revenue shortfall to the County of keeping pace with ongoing roadway maintenance and investment needs.
   b) Project Definition/Baseline Cost Estimation: Establish project definition (termini and limits) and develop a planning level costs for each project, including materials, labor, design, and any ancillary costs such as utility relocations or property acquisitions. This baseline should be based on the current construction economy.
   c) Risk Assessment: Assess the risks associated with each project. This includes environmental impact, potential delays due to unforeseen circumstances, and cost overruns.
   d) Project Scheduling: Develop a timeline for each project based on prioritization, available funding and coordination with other projects. Scheduling should also account for minimizing disruptions to traffic and local businesses. This project schedule will be one (1) to twenty (20) years.

4) Task 4 - Public and Stakeholder Engagement
   a) Following completion of Tasks 1, 2, and 3, Consultant will facilitate public engagement efforts to collect and gather public input. The following efforts are anticipated:
      i) Stakeholder Identification:
         (1) Identify key stakeholders who may be affected or have an interest in the engineering project. Develop a comprehensive stakeholder database that includes relevant contact information and stakeholder categories.
         (2) Conduct one (1) stakeholder meeting with key stakeholders to discuss findings and recommendations generated from the system inventory and prioritization process.
      ii) Public Meetings:
         (1) Organize and facilitate one (1) public meeting to provide opportunities for community input and feedback on prioritized list of county level investment needs.
         (2) Prepare presentation materials, display boards, and interactive activities to enhance understanding and participation.
         (3) Document and analyze feedback received during public meetings to identify concerns, questions, and suggestions.
      iii) Information Dissemination:
         (1) Develop and distribute informational materials, such as project brochures, fact sheets, and newsletters, to support one (1) stakeholder meeting and one (1) public input meeting.
         (2) Establish a project website or dedicated online platform to provide easy access to project information, documents, and frequently asked questions.
      iv) Utilize social media platforms and online advertising to broaden the reach and engagement with the public.

5) Task 5 - Feasibility and Economic Analysis Report
   a) This task will include working with County staff on the following items and writing a summary report:
      i) Revenue Projections: The study should start with estimating the expected revenue from the proposed sales tax increase. This involves analyzing current sales volumes, identifying taxable goods and services, and projecting future sales trends. Factors like population growth, economic conditions, and changes in consumer behavior should be considered.
      ii) Impact Analysis on Consumers and Businesses: Assess how the tax increase will affect consumers and businesses within the county. This includes evaluating the potential change in consumer spending habits and how businesses might adjust prices or operations in response to the tax increase. The analysis should consider the impact on low-income households and small businesses, as these groups might be disproportionately affected.
      iii) Comparative Analysis with Neighboring Jurisdictions: Compare the proposed tax rate with those in neighboring counties and municipalities. This is important to understand the competitive position of the county in terms of attracting and retaining businesses and residents. A higher tax rate might lead to cross-border shopping or relocation of businesses to areas with lower taxes.
      iv) Assessment of Administrative Costs: Evaluate the costs associated with administering and collecting the increased sales tax. This includes the costs of updating tax collection systems, training staff, and conducting audits. The net benefit of the tax increase should account for these administrative costs.
      v) Legal and Regulatory Compliance Review: Provide that the proposed tax increase complies with state and federal laws. This includes understanding any legal constraints on tax rates, the use of tax revenues, and the process for enacting tax changes.
      vi) Public Benefits Analysis: Analyze the potential benefits of the tax increase in terms of improved services or infrastructure. This should link the expected revenue with specific projects or services that will be funded, demonstrating the direct benefits to the community.
      vii) Risk Assessment: Identify and assess potential risks associated with the tax increase. This might include economic risks (such as a downturn affecting sales), political risks (such as public opposition), and implementation risks (such as delays in updating systems).
   b) Stakeholder Feedback Integration: Incorporate feedback from various stakeholders including businesses, community groups, and economic experts to provide that the analysis considers diverse perspectives and concerns.
   c) Reporting and Recommendations: The feasibility and economic analysis report should culminate in a detailed report that outlines the findings, provides clear conclusions, and offers recommendations. This report should be accessible to policymakers, stakeholders, and the public, providing a transparent basis for decision-making.

6) Task 6 - Sunset Planning
   a) Currently, we are not planning to include sunset planning in the scope. If requested, we can provide the following additional tasks:
      i) Defining the Duration of the Tax Increase: Establish a clear timeframe for the sales tax increase. This could be a fixed number of years or tied to the completion of specific projects. The duration should be long enough to generate the necessary funds but not so long as to become burdensome to taxpayers.

ii) Performance Metrics and Evaluation Criteria: Develop specific metrics and criteria to evaluate the success of the funded projects. These could include the number of projects completed, improvement in infrastructure quality, traffic flow enhancement, and public satisfaction. Setting these benchmarks upfront provides clear goals and aids in later assessment.
iii) Regular Reporting and Transparency: Implement a system for regular reporting on the progress of the projects and the use of funds. This transparency is crucial for maintaining public trust and support. Reports should be easily accessible to the public and include financial details, project statuses, and challenges encountered.
iv) Public Engagement and Feedback Mechanisms: Establish channels for ongoing public feedback and engagement throughout the duration of the tax increase. This could involve community meetings, surveys, and online platforms. Public feedback is crucial for adjusting plans as needed and ensuring the initiative meets community needs.
v) Reassessment Process: Plan for a reassessment of the initiative before the sunset date. This reassessment should consider the success of the initiative against the established metrics, current infrastructure needs, and public opinion. It should determine whether the tax should be extended, adjusted, or allowed to expire.
vi) Contingency Planning: Develop contingency plans in case the initiative does not meet its goals or if unforeseen circumstances (such as economic downturns or natural disasters) affect the project timeline or budget.
vii) Communication Strategy for Sunset Phase: Design a communication strategy to inform the public about the sunset phase. This should include information on the achievements of the initiative, the status of ongoing projects, and any proposals for extending or modifying the tax.
viii) Transition Plan: If the tax is not extended, create a transition plan for how ongoing projects will be funded and managed. This might involve reallocating existing resources, seeking alternative funding sources, or scaling back projects.
ix) Final Report and Documentation: Prepare a comprehensive final report at the end of the tax period. This report should document the outcomes of the initiative, lessons learned, and recommendations for future infrastructure funding strategies.

DELIVERABLES PROVIDED BY CONSULTANT

- Phase 1 & 2: Progress reports at bi-weekly intervals.
- Phase 1 & 2: Agendas and minutes for all meetings.
- Phase 1: Base Conditions Inventory (excel file)
- Phase 1 & 2: Prioritization Process (excel file)
    - Phase 1 - one (1) iteration; Phase 2 - three (3) iterations
- Phase 1 & 2: Capital Improvement Plan (CIP),
    - one (1) iteration each Phase; two (2) total
- Phase 2: Project website and maintenance for the length of the agreement.
- Phase 2: Prepare for & attend four (4) Stakeholder meetings
    - One at each end of the valley, CDOT, and BOCC Summary Meeting
- Phase 2: Prepare for & attend two (2) public engagement meetings
    - One at each end of the valley
- Phase 2: Feasibility and Economic Analysis Report (draft and final)

ITEMS NOT INCLUDED IN THIS SCOPE OF WORK

- Legal Support for Proposed Tax Legislation & Drafting Legislation
- Bridge Inspection and Assessment
- Design Services
- Construction Services
- Bidding Services
- Environmental Services including but not limited to:
  - Solicitation of Views
  - Documented Categorical Exclusion (CATEX)
  - Aquatic Resources
  - Cultural Resources
  - Endangered Species Act
  - Programmatic Biological Assessments
  - Field Aquatic Resources Delineation Reports
- Cultural Resources Report and Investigations
- Legal and regulatory compliance
- Utility Relocation Agreements
- Geotechnical Report/Soil Borings
- Right of Way Plans/Acquisitions/Appraisals
- Section 4(f) Documentation
- Section 6(f) Documentation
- Mitigation Plan
- Traffic Noise Analysis
- Lead Survey/Testing
- Asbestos Inspection/Abatement/ Removal
- Phase I/II Environmental Site Assessment
- Tribal Consultation
- Land Use Planning
- Legal Testimony
- Engineer of Record Services
- Load Ratings

SCHEDULE

Completion of this project, as described in this proposal, shall be completed by November 1, 2024.

Fee

Based on the scope of work provided above, we are providing the services for estimated fees for the following tasks:

1. Phase 1
   - 1.1. Task 0 - Project Management.....$5,049.00
   - 1.2. Task 1 - Base Conditions Inventory.....$3,200.00
   - 1.3. Task 2 - Prioritization.....$4,628.00
   - 1.4. Task 3 - Initial Capital Improvement Plan (CIP) Planning.....$3,500.00
   - Subtotal.....$16,377.00
2. Phase 2
   - 2.1. Task 0 - Project Management.....$4,151.00
   - 2.2. Task 4 - Public Engagement.....$27,800.00
   - 2.3. Task 2 - Prioritization.....$3,172.00
   - 2.4. Task 3 - Initial Capital Improvement Plan (CIP) Planning.....$2,100.00
   - 2.5. Task 5 - Feasibility and Economic Analysis Report.....$7,250.00
   - 2.6. Task 6 - Sunset Planning.....$0.00
   - Subtotal.....$44,473.00

Total.....$60,850.00

This will be billed on a Time and Materials basis. If additional money is required, the consultant will notify the County at 90% of budget use to discuss remaining tasks and efforts. Written (letter or email) will be required from the County for the Consultant to bill above the estimated amount.

Thank you and we look forward to collaborating with you on this project.

EXHIBIT A - SCOPE OF WORK

2024 Ballot Initiative

Gunnison County

KLJ Project No. 2303-00790

PURPOSE & OBJECTIVE

The purpose of this exhibit is to describe the scope of work and responsibilities required for the 2024 Ballot Initial for KLJ (Consultant) to assist Gunnison County Road & Bridge Department (County).

SCOPE OF WORK TO BE PERFORMED BY CONSULTANT

1) Inventory
   a) Assessment of Current Infrastructure: The County has completed a thorough assessment with RoadAI of all roads and bridges within the jurisdiction. This includes evaluating their current condition, age, usage patterns, and any existing damages or issues that need attention. or have been identified as problematic in previous assessments. County will provide Consultant access to GIS database or full download of data in a workable excel file.

2) Public Engagement
   a) Stakeholder Identification and Analysis:
      i) Identify and analyze key stakeholders who may be affected or have an interest in the engineering project.
      ii) Develop a comprehensive stakeholder database that includes relevant contact information and stakeholder categories.
   b) Public Communication Strategy:
      i) Develop a strategic plan for public engagement that outlines goals, objectives, and desired outcomes.
      ii) Identify appropriate communication channels (e.g., public meetings, websites, social media) to reach and engage the public effectively.
      iii) Establish a clear and consistent messaging framework to convey project information accurately and transparently.
      iv) Provide translated materials and coordinate a translator as needed.
   c) Public Meetings and Workshops:
      i) Organize and facilitate public meetings, workshops, and open houses to provide opportunities for community input and feedback.
      ii) Prepare presentation materials, display boards, and interactive activities to enhance understanding and participation.
      iii) Document and analyze feedback received during public meetings to identify concerns, questions, and suggestions.
   d) Information Dissemination:
      i) Develop and distribute informational materials, such as project brochures, fact sheets, and newsletters, to keep the public informed about project updates and milestones.
      ii) Establish a project website or dedicated online platform to provide easy access to project information, documents, and frequently asked questions.
      iii) Utilize social media platforms and online advertising to broaden the reach and engagement with the public.

e) Community Liaison:
   i) Assign personnel to serve as a point of contact for the public, addressing inquiries, concerns, and complaints promptly and professionally.
   ii) Establish regular communication channels with community groups, organizations, and local officials to foster dialogue and collaboration.
   iii) Conduct site visits or meetings with directly impacted stakeholders to address specific concerns and provide their voices are heard.

f) Feedback Analysis and Reporting:
   i) Analyze public feedback and input received through various channels to identify trends, concerns, and opportunities for improvement.
   ii) Prepare comprehensive reports summarizing public engagement activities, key findings, and recommendations for addressing public concerns.
   iii) Present findings and recommendations to project stakeholders, including project owners, government agencies, and the public, as required.

g) Ongoing Engagement and Adaptation:
   i) Continuously assess the effectiveness of public engagement strategies and adjust approaches as necessary to provide meaningful participation.
   ii) Monitor public sentiment and proactively address emerging issues or concerns.
   iii) Provide regular project updates and opportunities for ongoing public involvement throughout the lifecycle of the engineering project.

3) <u>Prioritization</u>

a) Initial Prioritization
   i) Based on the collected data, the inventory should prioritize which roads and bridges require immediate attention, which can be scheduled for later maintenance or reconstruction, and which are in satisfactory condition. This prioritization should consider factors like safety concerns, economic impact, traffic volume, and potential for future development.
   ii) The initial prioritization will include integrating any existing transportation or infrastructure plans. This provides consistency with long-term urban development plans and helps identify any overlapping projects or potential areas of synergy.

b) Stakeholder Input (Part of Public Engagement): Engaging with stakeholders, including local residents, business owners, and transportation experts, is crucial. They can provide insights into areas that need immediate attention, historical problems, and suggestions for improvements.

c) Interim Prioritization
   i) After the public meetings and each stakeholder meeting, provide a scoring system to take into account public input.
   ii) Provide an interim prioritization based on stakeholder feedback.

d) Risk Assessment: Assess the risks associated with each project. This includes environmental impact, potential delays due to unforeseen circumstances, and cost overruns.

e) Future Needs Assessment: The inventory should address current issues and look ahead to future needs. This includes anticipating population growth, changes in traffic patterns, and the evolving needs of the community.

f) Final Prioritization: After all previous steps have been completed, provide a final prioritization document to the County. This document will also be used to guide initial capital improvement plan planning.

4) Initial Capital Improvement Plan (CIP) Planning
   a) Baseline Cost Estimation: Estimate the costs for each project, including materials, labor, design, and any ancillary costs such as utility relocations or property acquisitions. This baseline should be based on the current construction economy.
   b) Project Scheduling: Develop a timeline for each project based on prioritization, weather conditions, and coordination with other projects or events. Scheduling should also account for minimizing disruptions to traffic and local businesses. This project schedule will be one (1) to twenty (20) years.
   c) Final Cost Estimation: Adjust the Baseline Cost Estimate per the project scheduling and adjust for annual inflation for the Feasibility and Economic Analysis task.

5) Feasibility and Economic Analysis Report
   a) This task will include working with County staff on the following items and writing a summary report:
      i) Revenue Projections: The study should start with estimating the expected revenue from the proposed sales tax increase. This involves analyzing current sales volumes, identifying taxable goods and services, and projecting future sales trends. Factors like population growth, economic conditions, and changes in consumer behavior should be considered.
      ii) Impact Analysis on Consumers and Businesses: Assess how the tax increase will affect consumers and businesses within the county. This includes evaluating the potential change in consumer spending habits and how businesses might adjust prices or operations in response to the tax increase. The analysis should consider the impact on low-income households and small businesses, as these groups might be disproportionately affected.
      iii) Comparative Analysis with Neighboring Jurisdictions: Compare the proposed tax rate with those in neighboring counties and municipalities. This is important to understand the competitive position of the county in terms of attracting and retaining businesses and residents. A higher tax rate might lead to cross-border shopping or relocation of businesses to areas with lower taxes.
      iv) Assessment of Administrative Costs: Evaluate the costs associated with administering and collecting the increased sales tax. This includes the costs of updating tax collection systems, training staff, and conducting audits. The net benefit of the tax increase should account for these administrative costs.
      v) Legal and Regulatory Compliance Review: Provide that the proposed tax increase complies with state and federal laws. This includes understanding any legal constraints on tax rates, the use of tax revenues, and the process for enacting tax changes.
      vi) Public Benefits Analysis: Analyze the potential benefits of the tax increase in terms of improved services or infrastructure. This should link the expected revenue with specific projects or services that will be funded, demonstrating the direct benefits to the community.
      vii) Risk Assessment: Identify and assess potential risks associated with the tax increase. This might include economic risks (such as a downturn affecting sales), political risks (such as public opposition), and implementation risks (such as delays in updating systems).

b) Stakeholder Feedback Integration: Incorporate feedback from various stakeholders including businesses, community groups, and economic experts to provide that the analysis considers diverse perspectives and concerns.
c) Reporting and Recommendations: The feasibility and economic analysis report should culminate in a detailed report that outlines the findings, provides clear conclusions, and offers recommendations. This report should be accessible to policymakers, stakeholders, and the public, providing a transparent basis for decision-making.

6) Sunset Planning
   a) Currently, we are not planning to include sunset planning in the scope. If requested, we can provide the following additional tasks:
      i) Defining the Duration of the Tax Increase: Establish a clear timeframe for the sales tax increase. This could be a fixed number of years or tied to the completion of specific projects. The duration should be long enough to generate the necessary funds but not so long as to become burdensome to taxpayers.
      ii) Performance Metrics and Evaluation Criteria: Develop specific metrics and criteria to evaluate the success of the funded projects. These could include the number of projects completed, improvement in infrastructure quality, traffic flow enhancement, and public satisfaction. Setting these benchmarks upfront provides clear goals and aids in later assessment.
      iii) Regular Reporting and Transparency: Implement a system for regular reporting on the progress of the projects and the use of funds. This transparency is crucial for maintaining public trust and support. Reports should be easily accessible to the public and include financial details, project statuses, and challenges encountered.
      iv) Public Engagement and Feedback Mechanisms: Establish channels for ongoing public feedback and engagement throughout the duration of the tax increase. This could involve community meetings, surveys, and online platforms. Public feedback is crucial for adjusting plans as needed and ensuring the initiative meets community needs.
      v) Reassessment Process: Plan for a reassessment of the initiative before the sunset date. This reassessment should consider the success of the initiative against the established metrics, current infrastructure needs, and public opinion. It should determine whether the tax should be extended, adjusted, or allowed to expire.
      vi) Contingency Planning: Develop contingency plans in case the initiative does not meet its goals or if unforeseen circumstances (such as economic downturns or natural disasters) affect the project timeline or budget.
      vii) Communication Strategy for Sunset Phase: Design a communication strategy to inform the public about the sunset phase. This should include information on the achievements of the initiative, the status of ongoing projects, and any proposals for extending or modifying the tax.
      viii) Transition Plan: If the tax is not extended, create a transition plan for how ongoing projects will be funded and managed. This might involve reallocating existing resources, seeking alternative funding sources, or scaling back projects.
      ix) Final Report and Documentation: Prepare a comprehensive final report at the end of the tax period. This report should document the outcomes of the initiative, lessons learned, and recommendations for future infrastructure funding strategies.

DELIVERABLES PROVIDED BY CONSULTANT

- Progress reports at bi-weekly intervals.
- Agendas and minutes for all meetings.
- Project website and maintenance for the length of the agreement.
- Prepare for & attend four (4) Stakeholder meetings
    - One at each end of the valley, CDOT, and BOCC Summary Meeting
- Prepare for & attend two (2) public engagement meetings
    - One at each end of the valley
- Public outreach documents
- Prioritization Plan (excel file), four (4) iterations
- Initial Capital Improvement Plan (CIP), two (2) iterations
- Feasibility and Economic Analysis Report (draft and final)

ITEMS NOT INCLUDED IN THIS SCOPE OF WORK

- Legal Support for Proposed Tax Legislation & Drafting Legislation
- Design Services
- Construction Services
- Bidding Services
- Environmental Services including but not limited to:
    - Solicitation of Views
    - Documented Categorical Exclusion (CATEX)
    - Aquatic Resources
    - Cultural Resources
    - Endangered Species Act
    - Programmatic Biological Assessments
    - Field Aquatic Resources Delineation Reports
- Cultural Resources Report and Investigations
- Legal and regulatory compliance
- Utility Relocation Agreements
- Geotechnical Report/Soil Borings
- Right of Way Plans/Acquisitions/Appraisals
- Section 4(f) Documentation
- Section 6(f) Documentation
- Mitigation Plan
- Traffic Noise Analysis
- Lead Survey/Testing
- Asbestos Inspection/Abatement/ Removal
- Phase I/II Environmental Site Assessment
- Tribal Consultation
- Land Use Planning
- Legal Testimony
- Engineer of Record Services
- Load Ratings

SCHEDULE

Completion of this project, as described in this proposal, shall be completed by November 1, 2024.

Fee

Based on the scope of work provided above, we are providing the services for estimated fees for the following tasks:

1. Project Management $9,200.00
2. Inventory $0.00
3. Public Engagement $31,000.00
4. Prioritization $7,800.00
5. Initial Capital Improvement Plan (CIP) Planning $5,600.00
6. Feasibility and Economic Analysis Report $7,250.00
7. Sunset Planning $0.00

Total..... $60,850.00

This will be billed on a Time and Materials basis. If additional money is required, the consultant will notify the County at 90% of budget use to discuss remaining tasks and efforts. Written (letter or email) will be required from the County for the Consultant to bill above the estimated amount.

Thank you and we look forward to collaborating with you on this project.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; Prof

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

repairs to the Courthouse roof to mitigate leaks at transition areas and replace broken tiles

Fiscal Impact: 83,086.00

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 9/24/2025

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

Comments:
Legally sufficient. SO 10/3/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/24/2025 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the __ day of September 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 Integrity Pro Roofing, whose address is 1415 Park Ave W, Denver, CO 80205 (herein "Contractor")

RECITALS

The Contractor desires to provide professional services regarding 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 Sound Infrastructure 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 Eighty Three Thousand and Eighty Six Dollars and No/100 U. S. Dollars ($83,086.00). 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 exclude 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:	Integrity Pro Roofing 1415 Park Ave W, Denver, CO 80205 Denver, CO 80205

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 my 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

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

QUOTE DETAILS

Description

Gaco Silicon Roof Coating

** Coating to be installed on low-slope or flat membrane roof sections only. **

Cleaning - power wash the roof, and use a cleaning agent. We will probably get residue on the sides of the building and will need to wash the whole exterior.

*Please note that when we pressure wash the roof this may cause some additional leaking.

*Assuming power and water access will be provided. This does not include hauling water.

Prep - Repair all seams, patches and apply flashing grade (Gaco patch) over any potential leak areas

Apply White Coating (20yr 40mil) - This is a Siliconized Gaco product that will bond with the existing roof and patches.

Trash - Removal all trash

Estimate subtotal	$68,130.00
Total	$68,130.00

Pricing includes a 20-year manufacturer's warranty coverage through GACO with Integrity Pro Roofing covering the first 4 years through our workmanship guarantee. Workmanship guarantee to cover costs of all labor and materials for any return visits to correct installation issues or failures in the coating material. Manufacturer's warranty covers all labor and material costs to repair or replace area(s) of coating that fail within specified time of the warranty.

**** Routine maintenance may be required by manufacturer to maintain long-term warranties through GACO.**

OTHER REPAIRS

Description

Other Repairs

- Replace up to 50 broken tiles. (We will not be replacing the ones with the cracked corners as these are not harmful to the roof.)
- Open up the tile roof and re-do the underlayment and adjust flashing and lead soaker as needed on the Northwestcorner. I'm not sure what I will find till we open up the roof.

Estimate subtotal	$11,000.00
Total	$11,000.00

SIGNATURE/UPGRADES

☐ **Quote Details**	$68,130.00	**Name:** Jim Hoock
☐ **Other Repairs**	$11,000.00	**Address:** 200 E Virginia Ave, Gunnison, CO

We propose to furnish all materials and labor for the above amount

Customer Comments / Notes

Jim Hoock: **Date:**

For the instance of this contract, Integrity Pro Roofing will consider the Indemnification Clause of paragraph 18 of this contract's terms and conditions null and void per the directive of CEO Rae Boyce. By signing this form I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. By signing the above, I/we agree to all pages contained within this contract including, but not limited to, all terms and conditions as well as scope. I/We agree the above signature is also valid for all pages of this contract in the event the contract has been digitally transmitted and digitally signed. I agree to pay the total project price and understand that this work will be completed in accordance with Building Code standards.

This construction agreement (the "Agreement" or "Contract") is made and entered into executed below by and between Customer as listed on this sales agreement "Customer" and PRO ROOFING SYSTEMS LLC D/B/A INTEGRITY PRO ROOFING ("Contractor") (individually, "party" or collectively, "parties. In addition to the Total Contract Price, all supplemental payments obtained by Contractor are to be paid to the Contractor upon substantial completion. If insurance is involved, this Contract is for FULL SCOPE OF INSURANCE PROCEEDS. Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price. Customer warrants that this Contract is signed without any reliance upon any representations or promises by Contractor, or its agents, except that are specifically written in this Contract, and that no additional promises or representations have been offered as an inducement for signing. VERBAL COMMITMENTS WILL NOT BE HONORED. CUSTOMER IS SOLELY RESPONSIBLE FOR H.O.A., COVENANT, OR OWNER APPROVAL FOR COLOR AND TYPE OF MATERIAL.

1. Definitions

"Acceptance Date" date when Customer executes this Agreement.

"Agreement" or "Contract" or "Contract Documents" means this document; all exhibits attached thereto; and all other documents incorporated therein as subsequently modified or altered per the terms of the Agreement.

"Commencement of The Work" means the date when material for scope of work has been ordered or when PRO ROOFING SYSTEMS LLC D/B/A INTEGRITY PRO ROOFING signs the Notice of Commencement/Notice to Proceed.

"Customer's Representative" means any person who has authority to act as or on behalf of Customer, including, any engineer or architect retained by Customer.

"Person" includes any business entity, group, trust, syndicate, corporation, cooperative, association, partnership, business trust, joint venture, limited liability company, unincorporated organization, and governmental authority, as well as a natural person.

"Plans and Specifications" means the plans, specifications, and/or design documents, including drawings, shop drawings, schematics, instruments of service, and drafts.

"Project" means the improvements made to the Property.

"Substantial Completion" means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, and when Customer can occupy and utilize the Work for its intended purpose.

"Work" means the construction and services required and reasonably inferable from the Contract Documents whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor's obligations.

2. Recurring Words

As used in this Agreement, (a) the word "or" is not exclusive, (b) the words "consent" and "approval" are synonymous, (c) the word "including" is always without limitation, (d) all monetary amounts are denominated in United States dollars, (e) neutral words should be construed to include correlative feminine and masculine words, and (f) words in the singular number include words in the plural number and vice versa.

3. Contract Documents

The Contract Documents consist of this Agreement and all attached documents.

These Contract Documents represent the entire agreement of both parties and supersede any prior oral or written agreement. This Agreement incorporates by reference the exhibits and all other documents identified in the definition of "Agreement." In the event of a conflict between the terms of the Agreement and exhibits, the Agreement controls, govern and take precedence. Customer acknowledges that it has received and reviewed all the documents referenced in the Agreement.

4. **Work Description**

The scope of work is contained and limited to the work as listed in Roofing Quote Details. All work shall be performed by Contractor in a workmanlike manner and shall meet or exceed all state and local building codes. Contractor shall obtain all permits necessary for the work to be completed. Contractor shall remove all construction debris and leave the project in a broom clean condition, excluding attics or garages. Manufactured materials shall be installed in accordance with manufacturer's written recommendations. Prior to completion of work, effected work zones should be treated as a construction site with reasonably accommodation for debris and materials. At completion of the Work, Contractor will remove waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

5. Authority

Customer represents and warrants that it has the authority to enter into this Agreement. Contractor is relying on Customer's representations contained within this section of the Agreement.

6. The Contract Price

A. PAYMENT: For insurance work, Customer shall pay Contractor deductible and ACV upon delivery of materials. The remaining balance is due upon completion of work. For all non-insurance work, Customer shall pay **either** a) 50% of Contract Price upon delivery of materials and 50% upon completion of work **or** b) 33% of Contract Price upon signed contract, 33% of Contract Price upon delivery of materials, and the remaining balance upon completion of work. All invoices are to be paid to Contractor by Customer no later than ten (10) days upon receipt of invoice. Payments not timely made shall accrue interest on a daily basis at the rate of two percent (2%) per month, not to exceed the maximum amount of interest allowed by law, plus costs of collection, including attorney's fees. The total Contract Price, including the reasonable and pre-approved charges for changes/extras, are payable to Contractor in accordance with the agreed upon terms.

B. Customer recognizes that the construction industry at time experiences price and availability volatility with regard to the materials used for this Project. Because of market fluctuations, the prices of these materials are subject to sudden and significant changes and firm prices cannot be obtained from suppliers. Therefore, if there is an increase in the actual cost of the products charged to Contractor subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written Change Order or amendment to the Contract to reflect the price increase and additional direct cost to Contractor. Contractor will submit written documentation of the increased charges to Customer upon request.

C. Repairs or replacement of pieces or areas of decking will be made as needed to provide an adequate substrate for roofing. This work will be performed on a unit price basis. The price set forth in this Agreement shall be increased without the need for a written Change Order or amendment to the Contract to reflect the price increase and additional direct cost to Contractor. Contractor will submit written documentation of the increased charges to Customer upon request.

D. Contractor's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global (including wind uplift testing), release of funds or payment by an insurer or a mortgage company. Payment to Contractor is an absolute and independent obligation, and Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement on account of alleged charge backs or set offs unless previously authorized by Contractor in writing.

E. Contractor is entitled to reasonable costs of shut-down, delay and start-up.

7. Change Orders and Finish Selection Schedules

A change order is any change to the original and initially permitted set of plans and specifications. Additional time needed to complete Change Orders shall increase the time needed for Project completion. Customer shall submit completed Finish Selection Schedules to Contractor in a timely fashion. Customer recognizes that any delays or changes in Finish Selection Schedules may add time and cost to the Project. Contractor will not increase or decrease the scope of Work under this Contract, including but not limited to ordering materials, until Customer has executed a Change Order.

8. Final Completion

Upon receipt of the final payment application, Customer shall pay the entire amount within ten (10) days. Customer agrees that its receipt of the final payment application is sufficient notice of final completion of the Project.

9. Construction Variation

A. Unless stated otherwise herein, the design of the Project is dictated by Customer or Customer's design professional(s). Contractor is not responsible or liable for the design of the Project. Contractor does not provide engineering, consulting, or architectural services. It is Customer's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor assumes no responsibility for structural integrity or design and is only responsible for their portion of the Work being in compliance with building codes. If plans, specifications, or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage, or expense due to defects in plans or specifications, unless such damage results from deviation by Contractor from the Contract Documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Contractor is not responsible for location of roof drains, ventilation, adequacy of drainage, ice damming, and/or ponding on the roof.

B. Customer acknowledges that in the course of construction, certain changes, deviations or omissions in the design of the Project may occur or may result because of the particular conditions of the job, lender requirements, and/or governmental authorities having jurisdiction over the Project. In the event that Federal, state, local, county, or municipal codes, regulations or permitting authorities require work not expressly set forth in this Agreement or that differs materially from that generally recognized as inherent in Work provided for in this Agreement, Customer shall pay for all extra costs incurred by Contractor as a result of the required additional work in addition to the Contract Price.

C. In the event that materials to be used in the construction of the Project become unavailable, Contractor reserves the right to substitute substantially equivalent or better materials for the unavailable materials; such substitution shall be at no cost to Customer. Furthermore, Contractor shall not be responsible for matching existing paint or texture with regard to stucco and other existing coverings. Customer understands and acknowledges that all reasonable attempts shall be made to match existing coloring specifications, but variances in product manufacturing make identical matching of colors and textures unlikely. Customer further acknowledges that there is no guarantee against hairline cracks, manufacture defects, decolorization in shingles, tiles, metal, stucco or concrete products and applications.

D. Both Parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this Agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste, asbestos, or lead upon discovery of such hazardous materials, Contractor will notify Customer immediately and allow Customer to contract with a properly licensed and qualified hazardous material contractor. Any such work will be treated as a Change Order resulting in additional costs and time considerations. Please note some roofing systems or products have strong odors. Contractor is not responsible for loss of work or personnel issues that result from potential odors.

E. Based upon the foregoing, Customer hereby authorizes Contractor to undertake, without the need for specific authorization, any changes, deviations or omissions required by the particular conditions of the job, lender's requirements, or governmental authorities, and to make changes and substitutions of materials of equal or greater quality than those specified on the Plans and Specifications. Customer agrees to pay for all changes, extras, deviations or omissions required for the Project. Customer further certifies that it has not relied upon the accuracy of the representations of Contractor with respect to the Plans and Specifications.

10. Insurance

A. Contractor will maintain comprehensive general and automobile liability insurance coverage and workers' compensation insurance coverage with properly licensed insurance companies with coverage amounts, in Contractor's reasonable estimation, adequate to cover the risk exposure of the Project contemplated by this Agreement.

B. Customer may secure additional insurance to protect itself from liability from claims which may arise during the performance of this Agreement, and Contractor encourages Customer to do so if Customer is uncomfortable with Customer's or Contractor's existing coverages.

C. Customer shall obtain, prior to performing any work under this Agreement, and shall maintain until the Substantial Completion of construction and final payment of the Contract Price, property insurance commonly referred to as "Builder's Risk" insurance, in the amount of the full insurable value of the work performed at any point during construction, insuring on an all-risk policy form against the perils of fire and extended coverage and physical loss or damage, including coverage for theft, vandalism, and malicious mischief. This insurance shall name Customer as the insured and shall include Contractor and, if applicable, Customer's lender as "additional insureds."

D. Customer is responsible for all security and protection of the Project and will be solely liable for all physical loss or damage, including loss or damage caused by theft, vandalism, and malicious mischief.

E. Moneys owed to Contractor shall not be withheld by reason of any damage or claim against Contractor covered by liability or property damage insurance maintained by Contractor or claims covered under Builder's Risk insurance.

F. Customer and Contractor waive all subrogation rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, for damages to the extent covered by insurance. Notwithstanding anything to the contrary herein, Contractor shall obtain and maintain all insurance coverage as indicated in the Contract Documents.

11. Contractor's Default

Customer shall give Contractor at least seven (7) business days written notice and the opportunity to cure, or such additional time as is reasonably necessary to cure the alleged material breach, before declaring Contractor in default of this Agreement. It is Customer's responsibility to notify Contractor in writing within seven (7) business days (unless otherwise provided for in the Agreement) of the occurrence of any claim, defect, or deficiency arising out of work performed, services supplied, or materials provided by Contractor under this Agreement ("Occurrence"). Failure of Customer to provide written notice of the Occurrence will result in Customer waiving all claims that may be brought against Contractor because of or relating to the Occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims.

12. Customer's Default or Early Cessation of Work

A. In the event that Customer or Customer's Representative suspends or interrupts Contractor's Work, Contractor shall be entitled to an equitable adjustment in the Contract Price and time for performance for any increases, costs or losses, including but not limited to increases in costs for materials, labor or losses of efficiency caused by any such suspension or interruption. Adjustment of the Contract Price shall include profit.

B. Customer shall be in material breach of this Agreement upon any of the following occurrences: (a) Customer fails to provide access to the job site or materially interferes with construction; (b) Customer fails to make timely payment under the terms of this Agreement; or (c) Customer otherwise violates a material provision of this Agreement.

C. Upon a material breach by Customer, after providing seven (7) business days written notice and opportunity to cure to Customer (such opportunity to cure required only where the material breach is of an ongoing nature capable of being cured), Contractor may terminate the Agreement and/or pursue all applicable legal or equitable remedies.

D. If Customer fails to timely pay Contractor, Contractor may immediately stop all work on the Project until Contractor receives payment from Customer and/or terminate the Agreement.

E. If Customer cancels or reduces the scope of this Contract after the Acceptance Date, Customer must pay the greater of the Contractor's consequential damages including lost profit, or damages in an amount equal to twenty-five (25%) of the Insurer approved amount for Work including supplements or the Contract Price, which Customer agrees are fair and reasonable. Customer agrees that said amount is not a penalty.

F. Customer may cancel this transaction, without any penalty or obligation, within twenty-four (24) hours from the Acceptance Date, and any deposit paid by Customer will be fully refunded. If Customer plans to use the proceeds of a property and casualty insurance policy to pay for the Work, Customer may rescind this Contract within twenty-four (24) hours after Customer receives written notice from the Insurer that Customer's claim has been denied in whole or in part. If Customer cancels the Contract, any property trade-in, any payments made by Customer, and any negotiable instrument executed by Customer will be returned within ten (10) business days following receipt by the Contractor of Customer's cancellation notice, and any security interest arising out of the transaction will be cancelled. If Customer cancels, Customer must make available to the Contractor at the property, in substantially as good conditions as when received, any goods delivered to Customer under this Contract; or Customer may comply with the instructions of the Contractor regarding the return shipment of the goods at the Contractor's expense and risk. If Customer does agree to return the goods to the Contractor or if the Contractor does not pick them up within twenty (20) days of the date of Customer's cancellation notice, Customer may retain or dispose of the goods without any further obligation. Customer shall give written notice of rescission of the Contract to the Contractor at the physical address provided in the Agreement within twenty-four (24) hours after Customer is notified of the denial by the Insurer. The Customer may give notice of rescission of the Contract by: email, which is effective on the date of the electronic transmission; by mail, which is effective upon deposit in the United States mail, postage prepaid, sent to the physical address stated in the contract; or by personal delivery to the Contractor, which is effective upon delivery.

13. **Subcontractors**

Contractor may elect to utilize subcontractors to complete certain scopes of work. Subcontractors shall be licensed and capable of completing the work in a safe, expeditious, and qualified manner.

14. **Third-Party Beneficiaries**

This Agreement is intended to benefit only the parties hereto and their successors and assigns. Nothing in this Agreement is intended to create rights in any third-party beneficiary. Notwithstanding the foregoing, Contractor agrees to list Customer as a primary, intended third party beneficiary in all subcontracts entered into in connection with the Work.

15. **Act of God**

Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, pandemics, accidents, snow, hurricanes, or other weather conditions, hail, wind in excess of 40mph, tornado, fire, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

16. **Warranty**

Contractor's work is warranted in accordance with the limited workmanship warranty. No agent or representative of Contractor is authorized to make any representation or promise on behalf of Contractor other than those contained herein. The Contractor disclaims and excludes all other warranties, express or implied, including but not limited to the warranties of habitability, merchantability and fitness for a particular purpose. The Contractor also disclaims and excludes recovery by Customer of any incidental or consequential damages in any action relating to the Project. Warranties provided by Contractor, including manufacturer warranties, shall not be effective unless and until Contractor has been paid in full.

17. **Disclaimers**

A. Customer acknowledges that Contractor may be repairing work that was previously damaged by mold, water, termites, insufficient ventilation, ice damming, or other conditions ("Pre-Existing Conditions") unrelated to the Work performed by Contractor on the Project. Accordingly, Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Pre-Existing Conditions, whether those

Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims. The Customer is solely liable and responsible for all damages, whether actual or consequential, arising out of or relating to Pre-Existing Conditions. Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies pertaining to mold, including claims arising out or relating to the detection, removal, disposal, or remediation of mold, whether those claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by mold and incurred by Customer, Contractor or third parties. The Customer acknowledges that if conditions are encountered at the site which are (1) sub-surface, or otherwise concealed physical conditions which materially differ from those contemplated or indicated by this Agreement or the related Contract Documents, or (2) unknown physical conditions of an unusual nature, and such conditions materially differ from those indicated in this Agreement or the related Contract Documents and cause an increase in Contractor's cost or, or time required for, performance of any part of the work, Contractor shall be entitled to an equitable adjustment to the Contract Price and/or an appropriate extension to the completion date.

B. Metal roofing, soffit, fascia, metal components, and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factors such as the length and color of panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

C. Contractor is not responsible for damages related to ice damming or any condition which causes standing water on the roof. The Work does not include the cost of snow removal and if needed, Customer shall be responsible for and pay the cost of snow removal.

D. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Some people are more sensitive to these emissions than others. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process. Contractor is not responsible for damages or leaks due to existing conditions or existing sources of leakage simply because Contractor started work on a building or performed repair work.

E. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify occupants and tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.

F. Contractor may install permanent roof anchors or other fall-protection related equipment (collectively "Anchors") at Owner's building. Anchors are exclusively for Contractor's use when performing the work called for by this Agreement, and for Contractor's use in any future servicing of the roof at the building. Should any person or entity other than Contractor wish to make use of the Anchors, Owner/Customer shall require such persons or entities that use of the Anchors is strictly at their own risk. To the fullest extent permitted by law, Customer shall indemnify, defend and hold Contractor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses, including reasonable attorney's fees, asserted against Contractor and arising out of or resulting from use of the Anchors by persons or entities other than Contractor or from Customer's breach of this provision. It is expressly understood that Contractor makes no representation and has made no representation to Customer as to the working condition, structure, strength, durability, construction or any other characteristic of the Anchors. Contractor is not responsible for maintenance, testing or future inspection of the Anchors or use of Anchors by others.

G. Snow guards and snow rails may not be effective in preventing snow and ice from falling off the roof depending upon the amount of snow, slope and other factors. Contractor is not liable for property damage, bodily injuries or claims resulting from snow that remains on the roof or falls from the roof. Customer's exclusive remedy in the event of a claim against a Contractor alleging a defect or deficiency pertaining to snow guards or snow rails shall be repair or replacement of the snow guard or rail due to a defect in workmanship by the Contractor at no cost to the Customer during the duration of roof warranty issued by the Contractor.

H. During snow and ice removal, damage to solar equipment, skylights and the roof itself could occur. Contractor shall not be responsible for damage to the roof, rooftop, roof-mounted equipment, solar panels or building components during snow and ice removal operations, unless cause by gross negligence. Customer agrees to notify Contractor of the location of all rooftop solar arrays, equipment and skylights prior to commencement of snow removal services.

I. Site Conditions. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Contract Price shall be equitably adjusted upon notice thereof from Contractor to Customer. Unforeseen Site Conditions may include, but are not limited to, concealed water, electrical, plumbing, HVAC, grease traps, and/or communications lines installed beneath the roof deck which are damaged during demolition. Such unforeseen conditions shall require an equitable adjustment in the Contract Price. Contractor's commencement of roof installation indicates only that Contractor has visually inspected the surface of the roof deck for visible defects. Contractor is not responsible for the structural sufficiency, quality of construction, undulations, fastening or moisture content of the roof deck or other trades' work or design and their effect on the roof and roofing materials. Contractor is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage or ponding on the roof due to deck or structural conditions. Owner/Customer and Customer's Representative acknowledge that they are not presently aware of any hazard or condition in, at or on the building which would endanger the life and safety of Contractor's personnel, that the structure and roof deck of the building is sufficient to support Contractor's personnel and equipment on the roof performing roof removal and replacement operations and they are not presently aware of any areas of deteriorated, rusted or unattached roof decking that present a safety hazard to Contractor's personnel or individuals and property within the building. If Owner/Customer or Customer's Representative deem it necessary, they will retain a structural engineer to evaluate the safety of the structure prior to commencement of re-roofing operations. Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are clear and available and free from water, snow or debris to allow for continuous full operation. The expense of any extra trips by Contractor to and from the job as a result of the job not being ready for the Work after Contractor has been notified to proceed will be charged as an extra.

J. Restrictions and Requirements. In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra cost for Contractor's labor and materials shall be the sole obligation of Customer. It shall be the sole obligation of Customer to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Agreement. Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder not withstanding any injunction/ prohibition against the work as a result of any violation of such restriction/requirement. Due to the nature of the construction to be done at Customer's request, Customer takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, landscaping, appurtenances, person(s) or personal property at the job location.

18. Indemnification

A. For good and valuable consideration, which Customer hereby acknowledges receipt, Customer shall defend, indemnify, and hold Contractor, their officers, directors, agents, vendors, subcontractors, and employees (individually the "indemnitee," collectively, the "indemnitees") harmless from and against any and all claims, demands, losses, damages, liabilities, expenses, or costs, including reasonable attorneys' fees, costs and expenses of investigation, penalties, interest and amounts paid in settlement (collectively "Losses") incurred or to be incurred by Contractor, arising out of, relating to, or resulting from any negligence, personal injury, wrongful death or property damages which is caused or occasioned by the acts of Customer; including claims for those damages caused partly or wholly as a result of the negligence or wrongful acts of any of the indemnitees if the damages claimed relate to or arise out of, or are connected with the Agreement or the actions necessary to perform same.

B. To the fullest extent permitted by law, in addition to the express duties to indemnify, defend, protect and hold harmless Contractor when there is any causal connection between Customer and any injury, loss, damage, death or property damage, Customer expressly undertakes a duty to defend Contractor as a separate duty, independent of and broader than the duties to indemnify, protect and hold harmless. The duty to defend agreed to by Customer herein expressly includes all costs of litigation, attorneys' fees, expert's and consultant's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of Contractor is maintained by Contractor or assumed by Customer as long as the claims made could be causally connected to Customer (Claims) as reasonably determined by Contractor. Customer's duty to defend Contractor is as follows:

(1) Contractor, in its sole discretion and at its sole option, may defend any or all of the Claims (at Customer's sole expense) or tender to Customer the defense of any or all of the Claims. Upon such tender by Contractor to Customer, Customer shall be bound and obligated to assume the defense of Contractor in the Claims, including the settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements,

judgments, awards or expenses resulting from or arising out of the Claims without reimbursement from Contractor.

(2) It is understood and agreed by Customer that if Contractor tenders the defense of a Claim to Customer and Customer fails or neglects to assume the defense thereof, Contractor may defend, compromise and/or settle any such suit or action, and Customer shall be bound and obligated to reimburse Contractor for the amount expended by it in settling or compromising any such claim, or in the amount expended by Contractor in paying any judgment rendered therein, together with all reasonable attorneys' fees and costs of litigation incurred by Contractor by reason of its defense, settlement or compromise of such Claims.

19. Assignment of Insurance Rights, Benefits, and Proceeds

Customer hereby assigns all insurance rights, benefits, and proceeds to Contractor and authorizes any insurer to pay Contractor directly. Customer makes this assignment and authorization in consideration of Contractor's agreement to perform roofing labor and services. Customer directs Insurer to release any and all information requested by Contractor, its representative, or its attorney to obtain actual benefits to be paid by Customer's Insurer. Customer waives any privacy rights. Customer shall provide Contractor with the Scope of Loss Report generated by Insurer. If payment is made directly to the Customer by Insurer, it shall be endorsed to Contractor within three (3) business days. Contractor will not be held responsible for construction delays for failure to obtain timely endorsements. Customer agrees that any portion of work required and/or authorized by the Customer which is not covered by the Insurer must be paid by the Customer before substantial completion. Customer appoints Contractor as attorney in-fact, authorizing Contractor to endorse Customer's name, and to deposit insurance checks or drafts for work performed by Contractor. In the alternative, Customer shall require Insurer to issue a joint check payable to Customer and Contractor for work. Customer further assigns and authorizes Contractor to seek reimbursement from Insurer for payment owed to Contractor for services rendered or to be rendered by Contractor by the initiation of a civil action in a court of competent jurisdiction, or other means of recovery.

20. Agreements relating to Insurance Work

Customer authorizes Contractor to provide labor and material in accordance with this Contract and the specifications set out herein to accomplish the roof replacement. Supplements approved by Customer's Insurer become a part of this Agreement and are specifically approved by Customer's execution of this Agreement. Contractor may inspect the building and provide estimates and supporting documentation to assist Customer in obtaining Insurer's approval of Contractor's proposed work. Contractor may be available to meet with Customer's Insurer and provide estimates of the value of property damaged and/or to be repaired upon request of Customer and/or Insurer. The Customer and the Insurer shall agree to the total Contract Price which funds are irrevocably assigned to Contractor. Customer authorizes Contractor to provide estimates and supporting documentation supplements to Customer's Insurer. If Insurer refuses to adequately fund the Work, Contractor may terminate this Contract within seventy-two (72) hours as set forth in Article 13. Customer agrees to pay any deductible or outstanding charges reasonably incurred by Contractor and assist in obtaining Insurer's approval. Contractor agrees to perform the repairs or replacement specified by Insurer for the final approved replacement cost value (RCV) or Actual Cash Value (ACV), overhead & profit and supplements only, with no additional cost to Customer except for the deductible, city code requirements unpaid by Insurer, and any upgrades or additional work authorized by Customer and Contractor in writing. Any further changes, in addition to the insurance work, must be requested in writing by Customer.

21. Miscellaneous Provisions

A. Advertising. Customer shall allow Contractor to post its sign and advertise at the Project location. Customer authorizes Contractor to use photographs of the subject property for advertising purposes and advertise at property during construction.

B. Assignment. Neither party may assign this Contract without the written consent of the other party.

C. Authority. The person signing on behalf of Customer acknowledges that she/he has the requisite authority to bind Customer.

D. Complete Agreement. The Agreement and the Contract Documents (including all exhibits, addenda and modifications thereto) constitute the sole and entire agreement between the parties. No modification, written or verbal, shall be binding upon either party unless agreed to in writing signed by both parties. Each provision of this Agreement and/or the Contract Documents are severable from every other provision, and if any provision is unenforceable, the remainder of the Agreement and/or Contract Documents will remain valid and enforceable. This Agreement and the Contract Documents shall inure to the benefit of the heirs, personal representatives, successors and assigns of Contractor and Customer respectively as permitted. Each provision of the Agreement and the Contract Documents shall be construed as if both parties mutually drafted it. In the event of a conflict between this Agreement and any other Contract Document, this Agreement controls, governs and takes precedence.

E. **CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO C.R.S § 13-20-803 et. seq.**

F. Credit Card Payment. 2.9% additional fee, pursuant to section 5-2-212, Colorado Revised Statutes.

G. Customer Supervision. Customer assumes all responsibility and liability for all personal property located on or near site, and property coming onto or near the site. Customer shall keep all pets and children inside during the Work. Contractor is not liable for any injury to pets or children in the work area.

H. Damage Limitation. In no event, whether based on the Agreement, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes. The cost for testing/abatement for asbestos is the sole responsibility of Customer. Customer shall be responsible for indoor air quality and shall hold Contractor harmless, indemnify and defend Contractor from claims relating to fumes, odors, and/or noises that are emitted during the normal construction process. Contractor will not be responsible for damage to walkways, driveways, and/or landscaping. Customer agrees to and is fully aware that delivery and/or waste removal vehicles will be on the premises/driveways.

I. Governing Law, Venue, Mediation, Statute of Limitations, Attorneys' Fees. If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of the Work or relating to this Contract or the breach thereof, the Contractor and Customer will resolve the dispute at Contractor's choice by either arbitration or litigation, but the Contractor may request mediation prior to either party filing a lawsuit. This Contract shall be governed by the laws of the State of Colorado, and the venue of any action brought to enforce the provisions of this Contract, or otherwise arising out of or relating to the Contract, shall be Denver County, Colorado, unless the Contractor is seeking to foreclose on a mechanic's lien, then the lawsuit will be brought in the county where the Project is located. Any legal claim against Contractor alleging any breach of this Contract or negligence by Contractor must be initiated no later than two (2) years after Contractor performed the Work covered by this Contract. Should either party employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under, arising out of, or related to this Agreement, the substantially prevailing party shall be entitled to recover from the other party all of its attorneys' fees, costs and expenses, incurred therein through trial and/or arbitration, appeals, collections, and any bankruptcy proceeding. If Contractor retains an attorney to secure a mechanic's lien on the property as a result of the Customer's non-payment, Contractor is entitled to recover its attorneys' fees and costs for securing the mechanic's lien and foreclosing on a mechanic's lien.

J. Headings. Any titles or headings are provided for convenience purposes only.

K. Intellectual Property. Everything created, developed or produced by or through Contractor during its performance of the Project, including, without limitation, all drawings (pre-construction or otherwise), plans, specifications, reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data (collectively, "Data") in any form, prepared, or in the process of being prepared, are owned by Contractor and are the sole property of Contractor until such time as Customer issues final payment for the Project. The Contractor owns all of the rights, titles and interests, in and to the Data, including, without limitation, all trademarks, copyrights, trade secrets, patents, and any and all other intellectual property rights therein (collectively, the "Intellectual Property Rights"). Any such Data in the possession of Customer or in the possession of any agent, representative or contractor of Customer shall immediately be returned to Contractor upon demand unless and until full and final payment has been issued by Customer under the terms of the Agreement. In the event of Customer or its agents, representatives or contractor's improper use of Contractor's Data or Intellectual Property Rights, Contractor shall be entitled to pursue all of its legal and equitable rights including, without limitation, both temporary and permanent injunctive relief against Customer or any other person using Contractor's Data or Intellectual Property Rights. Contractor shall be entitled to its attorneys' fees, costs, and expenses to enforce the terms of this provision.

L. Ladder Liability. Some local building codes mandate that a ladder must be provided by Contractor for inspectors. Customer is solely responsible for supervision of the ladder. Customer must not use the ladder to access the roof, or for any other purpose. Customer will not allow any person other than the inspector to use the ladder.

M. Materials. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Contractor is not responsible for the actual verification of technical specifications of product manufacturers.

N. Non-Disparagement. Customer shall not make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Contractor or its businesses, or any of its subcontractor, officers, and existing and prospective customers, suppliers, investors, and other associated third parties. Customer acknowledges the particular value of the non-disparagement provisions any breach of which cannot reasonably or adequately be determined in an action at law. Customer agrees that should it breach the provisions this paragraph, it agrees to pay liquidated damages to the Contractor in the amount of $5,000 per breach per day, which each Party agrees is the best estimate of actual damages and is reasonable and agrees to remove any offending post/

statement within 24 hours of written notice by the Contractor. Contractor is entitled to injunctive relief for breach of this provision as well as all of its attorney's fees and costs.

O. Non-Profit Organization. Non-profit or tax exempt organizations must either furnish Contractor a valid sales tax exemption certificate issued by the State of Colorado or pay sales tax. If Customer is a tax-exempt entity, it shall supply Contractor with its tax-exempt certificate. If Customer is tax-exempt, it may delete certain material purchases from this Agreement, and purchase same directly, so as to save on any tax. In doing so, Contractor shall work in good faith with Customer to effectuate the deletion of said materials from this Agreement and shall provide Customer with a copy of the necessary purchase order, noting all specifics, including pricing of the material, to be purchased directly by Customer. Customer shall have the right to use Contractor's purchase order to purchase the tax-exempt materials directly.

P. Notices. Any notice required or permitted to be delivered under this Agreement shall be personally delivered or mailed by certified mail, return receipt requested, to the parties at the addresses set forth in the introductory paragraph of this Agreement and shall be effective upon personal delivery or two (2) days after deposit of the notice with the United States Postal Service.

Q. Roof Loading. Customer authorizes Contractor to load roofing material by crane and in bulk on the roof. Contractor is not liable for any damages resulting therefrom. If Customer requests hand loading of roofing material spread out over the roof, there will be an additional per square charge.

R. Sealed Attic Liability Exclusion. Contractor disclaims liability for any roof or structural-related issue, claim, or damage arising out of or relating to combining a sealed attic system with spray foam insulation and/or a self-adhered underlayment, and Customer agrees to indemnify, defend and hold harmless Contractor for any and all damages arising out of said condition(s).

S. **WAIVER OF JURY TRIAL. EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL.**

T. **WARRANTIES. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties and guarantees if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Contractor and Customer in writing.

U. Working Hours. The proposal is based upon the performance of all work during Contractor's regular working hours.

Reference Gunnison County Courthouse Roofing Quote from Integrity Pro Roofing:

Gunnison County is requiring that this project will be covered by a bond, and that 5% of the quoted amount has been added to the project to cover the cost of the bond transaction.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Certifications and Assurances; State of Colorado A

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Form for FY 26 CDOT grant.

Fiscal Impact:

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 10/1/2025

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

Comments:
Legally sufficient. SO 9/29/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/29/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

Certifications and Assurances

It is hereby understood that this Application and the attachments hereto, when approved and signed by all concerned parties, as indicated shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this Application and attachments, taken as a whole. This agreement is based on CDOT procedures and Federal guidelines found in 49 CFR, Part 18 and 2 CFR, Chapter I, Chapter II, Part 200 in order to standardize and simplify federal grants.

1) Reports – The Grantee shall submit quarterly reports, a final report at the end of the project, and special reports, if any, as outlined in the Project Agreement. Please read Part 5, Reporting Requirements, following this section.

2) Copyrights, Publications, and Patents – Where activities supported by this project produce original copyright material, the Grantee may copyright such, but CDOT reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The Grantee may publish, at its own expense, the results of project activities without prior review by CDOT, provided that any publications (written, visual or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and CDOT. Any discovery or invention derived from work performed under this project shall be referred to CDOT, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.

3) Termination – This project agreement may be terminated or fund payments discontinued or reduced by CDOT at any time upon written notice to the Grantee due to non-availability of funds, failure of the Grantee to accomplish any of the terms herein, or from any change in the scope or timing of the project.

4) Fiscal Records – Grantee will maintain complete and detailed accounting records of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, State or CDOT auditors shall have access to any records of the Grantee. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.

5) Funding – The Grantee will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by CDOT based on approved requests for reimbursement. If matching funds are required, the Grantee will expend them from nonfederal sources, which must be spent no later than 30 days following the completion of the project.

6) Cost Principles and Grant Management – The eligibility of costs incurred and the management of this project shall be determined in accordance with 2 CFR, Part 200.

7) Obligation Funds – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.

8) Changes – The Grantee must obtain prior written approval from CDOT for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, project budget or transfer of funds from one category in the budget to another. The period of performance of the project, however, cannot be changed.

9) Program Income – CDOT safety programs encourage Grantees to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the State and/or Grantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Grantee with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost agency matching requirements. The Grantee is responsible for reporting all program income according to federal and state requirements.

10) Purchases – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of CDOT. The Grantee shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to CDOT.

11) Third Party Participants – No contracts or agreements may be entered into by the Grantee related to this project which are not incorporated into the project agreement and approved in advance by CDOT. The Grantee will retain ultimate control and responsibility for the project. CDOT shall be provided with a copy of all contracts and agreements entered into by Grantees. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to CDOT.

12) Participation by Disadvantaged Business Enterprises – The Grantee agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their Grantees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds. The Grantee will insert DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.

13) NONDISCRIMINATION - The Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are 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) and 49 CFR part 21; 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); 28 CFR 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964;
•The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (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);
•Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.),* and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)(prohibit discrimination on the basis of sex);
•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);
•The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens 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, Grantees and contractors, whether such programs or activities are Federally-funded or not);
•Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)(prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

14) Political Activity (HATCH Act) - The Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

15) Single Audit –All non-Federal entities that expend $750,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, CFR 200 Chapter I, Chapter II - Sub Part F, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. Nonfederal entities include States, Local Governments, and Non-Profit Organizations. The term non-profit organization includes non-profit institutions of higher education and hospitals.

16) Safety Belt Policy – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.

17) Drug Free Workplace – In accordance with the Anti-Drug Act of 1988 (41 USC 8103) and Drug-Free Workplace Act (42 U.S.C. 12644), CDOT has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantee of the Grantee and/or any such activity is prohibited in the Grantee's workplace.

18) Colorado Standard Field Sobriety Testing – All law enforcement officers who are performing impaired driving enforcement activities with funding from CDOT must be in compliance with the current Colorado Standards for Field Sobriety Testing Standards.

19) Debarment and Suspension - The applicant certifies, by signature below, 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.

1. By signing and submitting this proposal, the Grantee is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The Grantee shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The Grantee agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The Grantee further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a Grantee covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. 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 clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded

from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The Grantee certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the Grantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

20) Restriction on State Lobbying - None of the funds under this program shall be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

21) Certification Regarding Federal Lobbying - The undersigned certifies, 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 undersigned, 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 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-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients 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.

22) Federal Funding Accountability and Transparency Act – The State is required to report for each sub-grant awarded as shown below. Grantee agrees to provide the information below upon request for reporting purposes.

• Name of the entity receiving the award;

• Amount of the award;

• Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

• Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;

• A unique identifier (generated by Sam.gov);

• The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) $25,000,000 or more in annual gross revenues from Federal awards; and

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

• other relevant information specified by OMB guidance.

23) System For Award Management (SAM) and Universal Identifier Requirements – Requires that the Grantee be registered in the SAM.Gov prior to submitting an application or plan; and maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.

24) Buy America Act - The Grantee will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or Grantee, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, CDOT must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

25) Prohibition on Using Grant Funds to Check for Helmet Usage - CDOT and the Grantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

26) Certification on Conflict of Interest

General Requirements

No employee, officer or agent of CDOT or its Grantee who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its Grantee, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are

related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the recipient agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

****

By signing below, I hereby acknowledge that I have completely read and fully understand the Certificates and Assurances provided with the Notice to Proceed for Federal Fiscal Year 2026.

Agency _____

Program Title _____

Authorized Signer Name _____

Signer Job Title _____

_____

Signature Date

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STATE OF COLORADO AMENDMENT (3)

SIGNATURE AND COVER PAGE

State Agency
Department of Transportation

Subrecipient
GUNNISON COUNTY
Original Subaward Agreement Number
24-HTS-ZL-00208
Amendment Subaward Agreement Number
24-HTS-ZL-00208-M0004

Subaward Agreement Performance Beginning Date
October 01, 2023
Current Agreement Expiration Date
September 30, 2026
Current Fund Expenditure End Date
September 30, 2026
Subaward Agreement Amount

Initial Term- Federal Fiscal Year 2024 (October 1, 2023-September 30, 2024)	$ 122,272.50
Amendment #1-Federal Fiscal Year 2025 (October 1, 2024-September 30, 2025)	$ 134,405.30
Amendment #2-Federal Fiscal Year 2025 (October 1, 2024-September 30, 2025)	$ 3,000.00
Amendment #2-Federal Fiscal Year 2026 (October 1, 2025-September 30, 2026)	$ 144,544.40
Total for All Agreement Terms	$ 404,222.20

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.

SUBRECIPIENT

GUNNISON COUNTY

By: Signed by: 441A79AD6CD6461... _____

Name: Laura Daniels

Title: County Commissioner

Date: 9/16/2025

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: DocuSigned by: Keith Stefanik 63C1F827D40E4B3... _____

Name: Keith Stefanik

Title: Chief Engineer

Date: 9/16/2025

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Yoni Copelman BDA801C5CFAC478... _____
Department of Transportation

Effective Date: 9/16/2025

Docusign Envelope ID: 0445C8E5-49E6-458A-87DB-5653330C8D2E

1) PARTIES

This Amendment (the "Amendment") to the Original Subaward shown on the Signature and Cover Page for this Amendment (the "Subaward") is entered into by and between the Subrecipient, and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Subaward shall be construed and interpreted in accordance with the Subaward.

3) EFFECTIVE DATE AND ENFORCEABILITY

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 Subrecipient for any Work performed or expense incurred under this Amendment either before or after of 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 Subaward contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Subaward.

4) PURPOSE

The purpose for this Amendment is to add $144,544.40in Federal Fiscal Year (FFY) 26 funds to the Current Total Encumbered Amount, revise the Fund Expenditure End Date shown on the Signature and Cover Page for this Amendment, revise Exhibit A.1 - Statement of Work and Budget as described in Section 5. In addition, line one has been reduced by $4,213.28 to reflect actual spending for FFY 24 as shown in the Amended FFY 24 attached in Exhibit A.2.

5) MODIFICATIONS

The Subaward and all prior amendments thereto, if any, are modified as follows:

A. FFY 24 original amount of $126,485.78 has been reduced by $4,213.28 to reflect actual spending for FFY 24 of $122,272.50.

B. The Subaward Agreement Amount on the Subaward Agreement's Cover Page is hereby deleted and replaced with the Amended Subaward Agreement Amount (Current Total Encumbered Amount) shown on the Signature and Cover Page for this Amendment.

C. The Amended Agreement Expiration Date is hereby deleted and replaced with the Current Agreement Expiration Date shown on the Signature and Cover Page for this Amendment.

D. The Amended Agreement Fund Expenditure End Date is hereby deleted and replaced with the Current Fund Expenditure End Date on the Signature and Cover Page for this Amendment.

E. Exhibit A.2 is hereby deleted and replaced with Exhibit A.3.

F. All references to Exhibit A.2 in the Subaward and any amendments are hereby deleted in their entirety and replaced with Exhibit A.3.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Subaward, and the Subaward and all prior amendments or other modifications to the Subaward, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Subaward, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Subaward or any prior modification to the Subaward, 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 Subaward to the extent that this Amendment specifically modifies those Special Provisions.

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EXHIBIT A.3, STATEMENT OF WORK AND BUDGET

Action Plan

Agency Name: Gunnison County
Project Title: Gunnison County Substance Abuse Prevention Pilot Project (GCSAPP)
WBS Element: 24NHTSA402.0313 / 2025NHTSA402.0313 / 2026NHTSA402.0313
SAM UEI: NSN9FAGKEDJ9
CFDA: 20.600
FAINS: 69A37524300004020CO0

Year 1 / FFY 24 Description

GCSAPP will utilize the Positive Youth Development (PYD) framework in upstream and primary prevention efforts with youth. The broader community will also be addressed in efforts emphasizing community stakeholders' and parents' support, understanding and modeling behavior.
The Subrecipient shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget will be within 10% in Years 2 and 3 as it was planned in Year 1. The planned activities noted below will be similar in Years 2 and 3.

Year 2 & 3 / FFY 25 & 26 Description

This Action Plan is for the development and execution of community and school-based prevention and education focusing on impaired driving within Gunnison County. Gunnison County (the Subrecipient) shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget for Year 3 shall be within 10% of the budget planned for Year 2. The planned activities noted below will be similar in year 3.

Year 1 / FFY 24 Subrecipient Responsibilities

The Subrecipient will provide the following types of services under this Contract:

1. Utilizing the GCSAPP Youth Coalition we will increase positive social norming and education around substance-free youth events, particularly on high-risk nights, and supporting youth and adults to build a community of like-minded people.
2. Collect and analyze qualitative and qualitative community data around impaired driving.
3. Provide a classroom-based driver education program.

Year 2 & 3 / FFY 25 & 26 Subrecipient Responsibilities

Under this contract, Gunnoson County shall work to reduce the number of impaired driving fatalities and overall traffic related fatalities within Gunnison County.

1. Utilizing the GCSAPP Youth Coalition we will increase positive social norming and education around substance-free youth events, particularly on high-risk nights, and supporting youth and adults to build a community of like-minded people.
2. Collect and analyze qualitative and qualitative community data around impaired driving.
3. Provide a classroom-based driver education program.

If applicable, and in accordance with 23 CFR Part 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of the CDOT Highway Safety Office's coordination of paid media, traffic safety marketing, and law enforcement liaison assistance to change driver behavior. The CDOT Highway Safety Office coordinates these activities Statewide to complement the initiatives outlined in your Scope of Work. These efforts include local jurisdictions and will be coordinated statewide.

By signing this contract, the grantee signifies their understanding and approves the use of these activities within their jurisdiction.

Initial Term Original Agreement (FFY24-Year 1: October 1, 2023-September 30, 2024):	$ 122,272.50
Amendment #1 (FFY25-Year 2: October 1, 2024-September 30, 2025):	$ 134,405.30
Amendment #2 (FFY25-Year 2: October 1, 2024-September 30, 2025):	$ 3,000.00
Amendment #3 (FFY26-Year 3: October 1, 2025-September 30, 2026):	$ 144,544.40
Total Revised Federal Funding	$ 404,222.20

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Initial Term (FFY 24 – Year 1) Revised Budget

FFY24 FINAL Budget for Close Out
Gunnison County
Substance Abuse Prevention Project
WBS: 24nhtsa402.0313

Budget (Section 1 of 3)

Budget Summary

Personnel Services Totals: $0.00
Hourly Employee Totals: $33,637.28
Fringe Benefit Costs Totals: $9,008.15
Capital Equipment Totals: $0.00

Operating Expenses Totals: $23,523.61
Contractual Services Totals: $47,290.00
Travel Expenses Totals: $425.05

Subtotal Before Indirect Costs: $113,884.09
Indirect Rate: 10.00%
Indirect Cost Totals: $11,388.41
Budget Total: $125,272.50

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Budget Description	Total
Prevention Program Coordinator	Straight Time Rate	$37.34	40.00	$1,493.60	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	$17,923.20
GCSAPP Program Manager	Straight Time Rate	$33.07	40.00	$1,322.80	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	$15,873.60
Unused Hourly Employee Funds					Deduction of unused Hourly Employee funds for FFY24 Closeout		($159.52)

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Description	Fringe Costs	Months	Total	Budget Description
Prevention Program Coordinator	$520.00	12.00	$6,240.00	Hourly Fringe for the Prevention Program Coordinator = $13 hr x 40 hr/mo = $520
GCSAPP Program Manager	$360.00	8.00	$2,880.00	Hourly fringe for the GCSAPP Program Manager = $9 hr x 40 hr/mo = $360
Unused Fringe Benefits Funds			($111.85)	Deduction of unused Fringe Benefit funds for FFY24 Closeout

Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Participant Incentive Cost	Cost per Unit	$15.00	164.00	Incentives for community member's to complete the GCSAPP Community Survey. Only provided to those who complete in person with GCSAPP staff present. This will average about 20% of completed surveys.	$2,460.00
GCSAPP Youth Coalition Social Norming Events	Cost per Unit	$600.00	6.00	4 positive social norming events @ $500 an event to cover the cost of materials, licensing fees, speaker fees, and space rentals	$3,600.00
Phone Cost	Monthly Cost	$35.00	12.00	Phone - $35 month for 1 FTE	$420.00
Computer Cost	Cost per Unit	$3,000.00	1.00	computer cost for 1 FTE	$3,000.00
Marketing and Social Media	Monthly Cost	$375.00	12.00	Newspaper and social media ads to increased understating of community risk and protective factors including impaired driving, social hosting and positive social norming.	$4,500.00
Rent	Monthly Cost	$450.00	12.00	Office space rent	$5,400.00
Copies	Monthly Cost	$120.00	12.00	Copies and printing	$1,440.00
Community Survey	Cost per Unit	$1.00	1,227.27	Survey software and materials for the GCSAPP Community Survey	$1,227.27
Driver's Ed/GDL Materials	Cost per Unit	$250.00	9.00	Materials for drivers education courses including books, promotional materials, copies, etc.	$2,250.00
Unused Operating Expense Funds				Deduction of unused Operating Expense funds for FFY24 Closeout	($773.66)

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Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Budget Description	Total
Driver's Ed/GDL	130.00	9.00	$40.00	Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with successful graduation.	$46,800.00
Youth Advisor	10.00	2.00	$25.00	Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners.	$500.00
Unused Contractual Services Funds				Deduction of unused Contractual Services funds for FFY24 Closeout	($10.00)

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Lodging	2	$211.50	$105.75/night x 2 nights = $211.50	$423.00
Mileage	1	$0.00	.none	$0.00
Per diem	1	$50.00	$50 for one person, destination tbd.	$50.00
Unused Travel Expense Funds			Deduction of unused Travel Expense funds for FFY24 Closeout	($47.95)

Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	$114,987.07	$11,498.71
Unused Indirect Rate			Deduction of unused Indirect Rate funds for FFY24 Closeout	($110.30)

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FFY 25 – Year 2 Budget Summary

FFY25 Contract Renewal Budget
Gunnison County
Gunnison County Substance Abuse Prevention Project
2025nhtsa402.0313

Budget (Section 1 of 3)

Budget Summary

Personnel Services Total:	$22,479.00	Operating Expenses Total:	$15,860.00
Hourly Employee Total:	$16,320.00	Contractual Services Total:	$49,300.00
Fringe Benefit Costs Total:	$11,880.00	Travel Expenses Total:	$1,984.00

Subtotal Before Indirect Costs:	$117,823.00
Indirect Rate:	10.00%
Indirect Cost Totals:	$11,782.30
Office Rent Expense Total:	$4,800.00
Capital Equipment Total:	$0.00
Budget Total:	$134,405.30

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Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Budget Description	Total
GCSAPP Program Manager	Full-Time	$1,873.25	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	$22,479.00

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Budget Description	Total
Prevention Programs coodrinator	Straight Time Rate	$34.00	40.00	$1,360.00	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	$16,320.00

Description	Total Monthly Fringe Costs	Number of Months	Total	Budget Description
Prevention Programs Coordinator	$560.00	12.00	$6,720.00	Hourly Fringe for the Prevention Program Coordinator = $14 hr x 40 hr/mo = $560
GCSAPP Program Manager	$430.00	12.00	$5,160.00	25% of monthly fringe costs.

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Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Driver's Education Materials	Monthly Cost	$200.00	10.00	Materials for drivers education courses including books, promotional materials, copies, etc.	$2,000.00
Marketing and Social Media	Monthly Cost	$375.00	12.00	Newspaper and social media ads to increased understating of community risk and protective factors including impaired driving, social hosting, positive social norming, and events.	$4,500.00
GCSAPP Youth Coalition Social Norming Events	Cost per Unit	$500.00	6.00	6 positive social norming events @ $500 an event to cover the cost of materials, licensing fees, speaker fees, and space rentals	$3,000.00
Phone Cost	Monthly Cost	$35.00	12.00	Phone - $35 month for 1 FTE	$420.00
Computer Cost	Cost per Unit	$3,000.00	1.00	computer cost for 1 FTE	$3,000.00
Copies	Monthly Cost	$120.00	12.00	Copies and printing	$1,440.00
Community Survey	Cost per Unit	$1,500.00	1.00	Survey software and materials for the GCSAPP Community Survey	$1,500.00

Operating Mileage: Mileage incurred during the normal course of business. Mileage related to overnight travel must be listed under the Travel Expense section in Budget Section 3 of 3.

Mileage rates must reflect the established State of Colorado 2WD rate for cost per mile State Mileage Rate

Description	Monthly Miles	Number of Months	Cost per Mile	Budget Description	Total

Office Rent Expenses

Office Rent Expense - Costs associated with a workspace to conduct grant-funded work. Office Rent Expenses are excluded from the Indirect Rate Subtotal calculation

Monthly Rent Cost	Number of Months	Budget Description
$4,800.00	12.00	Office space rent

Docusign Envelope ID: 0445C8E5-49E6-458A-87DB-5653330C8D2E

Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Budget Description	Total
Youth Advisor	10.00	10.00	$25.00	Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners.	$2,500.00
Driver's Ed/GDL	130.00	9.00	$40.00	Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with successful graduation.	$46,800.00

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Milage	2	$335.00	.67 per mile x 1 RT to Gunnison to Denver @ 500 miles	$670.00
Meals	2	$207.00	$69 per diem x 3 days x 2 persons = $414	$414.00
Lodging	2	$450.00	$150/night x 2 people x 3 nights = $900	$900.00

Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	$117,823.00	$11,782.30

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FFY 26 – Year 3 Budget Summary

FFY26 Contract Renewal Budget
Gunnison County
Gunnison County Substance Abuse Prevention Project
2026nhtsa402.0313

Budget (Section 1 of 3)

Budget Summary

Personnel Services Total:	$25,260.00	Operating Expenses Total:	$17,000.00
Hourly Employee Total:	$17,280.00	Contractual Services Total:	$53,800.00
Fringe Benefit Costs Total:	$10,080.00	Travel Expenses Total:	$1,984.00

Subtotal Before Indirect Costs:	$125,404.00
Indirect Rate:	10.00%
Indirect Cost Totals:	$12,540.40
Office Rent Expense Total:	$6,600.00
Capital Equipment Total:	$0.00
Budget Total:	$144,544.40

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Docusign Envelope ID: 0445C8E5-49E6-458A-87DB-5653330C8D2E

Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Budget Description	Total
Emily Mirza	Full-Time	$2,105.00	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	$25,260.00

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Budget Description	Total
Jordan Johnson	Straight Time Rate	$36.00	40.00	$1,440.00	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	$17,280.00

Description	Total Monthly Fringe Costs	Number of Months	Total	Budget Description
Prevention Programs Coordinator	$380.00	12.00	$4,560.00	Hourly Fringe for the Prevention Program Coordinator = $9.50 hr x 40 hr/mo = $380
GCSAPP Program				
Manager	$460.00	12.00	$5,520.00	25% of monthly fringe costs.

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Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Operating Costs	Cost per Unit	$17,000.00	1.00	Drivers education materials, printing, marketing and social media, youth social norming events (materials, licensing fees, speaker fees, and space rentals), phone cost (1 FTE), computer cost (1 FTE), copies, community survey software, participant support costs, and conference registration.	$17,000.00

Office Rent Expenses

Office Rent Expense - Costs associated with a workspace to conduct grant-funded work. Office Rent Expenses are excluded from the Indirect Rate Subtotal calculation

$550.00	12.00	Office space rent	$6,600.00

		Number of Months	Time Rate per Hour	Budget Description	Total
Drivers Education Facilitator Training	25.00	4.00	$40.00	Costs to train a drivers education facilitator.	$4,000.00
Youth Advisor	10.00	12.00	$25.00	Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners. Supports with Youth Coalition and youth events.	$3,000.00
				Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with	

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Docusign Envelope ID: 0445C8E5-49E6-458A-87DB-5653330C8D2E

Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Budget Description	Total
Driver's Ed/GDL	130.00	9.00	$40.00	successful graduation.	$46,800.00

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Mileage and per diem (meals and lodging)	2	$992.00	Mileage (.67 per mile x 1 RT to Gunnison to Denver @ 500 miles), meals ($69 per diem x 3 days x 2 persons = $414), and$150/night x 2 people x 3 nights = $900.	$1,984.00

Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	$125,404.00	$12,540.40

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; FY26 LPHA Chronic Disease Pilot

Action Requested: Other Grant Application Approval

Parties to the Agreement: Colorado Department of Public Health and Environment

Term Begins: 1/2/2026 **Term Ends:** **Grant Contract #:**

Summary:

HHS would like to apply for the FY26 Local Public Health Agency Chronic Disease Pilot Funding on behalf of the West Central Public Health Partnership, 7 counties, $210,000 for our region to start working on assessment and strategies related to Chronic Disease for Phase 1, which is six

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 10/1/2025

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

Comments:
Legally sufficient. SO 10/2/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/2/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

FY26 LPHA Chronic Disease Pilot Interest and Mini-Application Form for Local Public Health Agencies (LPHAs)

The intent of this non-competitive mini-application process is for CDPHE to identify Local Public Health Agencies (LPHA) interested in piloting the LPHA Chronic Disease capacity building strategies outlined in the LPHA Chronic Disease Framework (opens PDF). Agencies will focus on implementing the Capacity Building Strategies and identifying evidence-based strategies listed in the framework that are most needed in LPHA's service area during the Phase 1 funding. LPHAs will have an opportunity to request funding for strategy-specific work in Phase 2. This funding opportunity is only available for Local Public Health Agencies that receive STEPP funding.

CDPHE anticipates awarding grants for a three-year grant period and reserves the option to shorten or extend awards. CDPHE anticipates awarding Phase 1 funding for an approximately 6-month period, starting on or about January 2, 2026 or upon contract execution. Phase 2 funding is expected to start on July 1, 2026. All annual renewals are contingent upon grantee performance, availability of funds, and Tobacco Review Committee (TRC) and Board of Health recommendations and approvals. CDPHE reserves the right to modify funding as deemed appropriate. Additional funds may be made available over time and may result in increased or additional awards. All funded agencies will be required to implement capacity-building strategies with Phase 1 funding.

Please review the LPHA Chronic Disease Framework (opens PDF) in its entirety before completing this form. Additional information about this form, including list of application questions, can be found here (open google doc) include link with additional info doc.

All LPHA Chronic Disease Pilot application materials are available on the STEPP Funding Opportunities webpage. If applicants have additional questions, please submit them to cdphe_hpcdp@state.co.us. Please indicate LPHA Chronic Disease Pilot in the subject line of the

email. Answers to application questions will be posted here (Google doc) and can also be found on the STEPP Funding Opportunities webpage weekly on Fridays, from October 3 through October 10.

Only 1 response is allowed per agency.

Submit a Letter of Interest to cdphe_hpcdp@state.co.us no later than **5:00 pm MDT on September 30, 2025**.

All application materials, including the Google Form, should be submitted no later than **5:00 pm MDT on October 17, 2025.** The Contact Form and any letters of support should be submitted separately as a PDF to cdphe_hpcdp@state.co.us. Please include the **<agency name>_Chronic Disease Pilot** in the email subject.

Accessibility statement and support

westcentralphp@gmail.com Switch account

* Indicates required question

Email*

estoerkel@gunnisoncounty.org

What is the name of your agency?*

Gunnison County Health & Human Services

West Central Public Health Partnership

Who can CDPHE contact with any questions about the information in this form and the next steps? Please include name, job title, email and phone number.*

Erika Stoerkel, Regional Health Services Supervisor,

estoerkel@gunnisoncounty.org, 970-641-7695

Does your agency currently receive Colorado State Tobacco Education and Prevention Partnership (STEPP) funding? *At this time, Chronic Disease funding is only available for agencies already receiving STEPP funding.**

Yes No

Is your agency interested in receiving additional funding for the Chronic Disease work? Proposed FY26 Phase 1 LPHA Chronic Disease funding amounts (opens PDF) are outlined in the linked document. Please use the 6-month totals column for reference when determining up to funding amounts for Phase 1. *Phase 1 funding will be awarded for agencies for capacity building activities and to identify strategies listed in the framework that are most needed in LPHA's service area. LPHAs will have an opportunity to request funding for strategy specific work in Phase 2. Cross-jurisdictional/multi-agency collaborations are encouraged.**

Yes No

Does your agency intend to apply as part of a cross-jurisdictional/multi-agency collaborative? (multiple agencies working together under the same contract) * *Please note, at this time, agencies will not be receiving any additional or administrative financial incentives for participating in a collaboration.*

***Yes No**

If applying as part of a collaboration, please indicate the lead agency on this contract.

*Gunnison County

If applying as part of a cross-jurisdictional collaboration, please list all the counties/agencies which will be represented as part of this cross-jurisdictional collaborative. **Reminder to submit letters of support from all entities included in the collaboration, including names of all participating entities and their key roles.**

Silver Thread Public Health District (Hinsdale and Mineral), Ouray, San Miguel, Delta, and Montrose

Based on the stated 2030 Chronic Disease State Plan (opens link)goals, please briefly describe the following in 300 words or less:

-Your current agency and program infrastructure and capacity. Do you have agency leadership support for chronic disease work?

-Your agency's current funding, if any, to implement chronic disease capacity-building activities, including the Chronic Disease Community Assessment process and chronic disease strategies included in the LPHA Chronic Disease Framework. * LPHA can use Phase 1 funding to build agency infrastructure to support chronic disease work.

-Is chronic disease work currently being funded by other sources (CCPD or other)?

-Is chronic disease work part of your Public Health Improvement Plan?

-Does your agency and program plan to hire and retain chronic disease staff?

*

For the past 20 years, the West Central Public Health Partnership has worked collaboratively to assess, implement, and evaluate strategies addressing chronic disease, tobacco control, environmental health, and behavioral health.

The WCPHP regional team consists of two co-coordinators, a capacity coordinator, and an intern. WCPHP has completed multiple assessments, including the Community Health Assessment (2023), Tobacco Focused Community Assessment (2023), and the Behavioral Health Landscape Analysis (2024). Our current Public Health Improvement Plan includes a whole health navigation strategy, focused on improving navigation and linkages to care within: Basic needs (shelter, food, and heat), Public Health Programs (WIC, Immunization, Nurse Family Partnership, and Family Planning), and Behavioral and Mental Health. One of the WCPHP Co-Coordinators participated in the State Health Improvement Plan Framework workgroup and the FY26 LPHA Chronic Disease Pilot Framework workgroup.

Our region doesn't currently have Cancer, Cardiovascular, and Pulmonary Disease (CCPD) funding explicitly; our agencies utilize current funding to support chronic disease by utilizing Title X, WIC, OPHP PBG, Nurse Family Partnership, and STEPP. Through this

funding, we can support health educators, nurses, and coordinators to build capacity.

Each county's Public Health Director and Boards of Health/Commissioners actively support chronic disease prevention, building capacity, and committing county resources towards chronic disease prevention and education work. WCPHP's work aligns with the 2030 Chronic Disease goals: increasing community support and social connectedness, increasing access, keeping youth and young adults tobacco-free, and expanding support for people quitting tobacco. Our counties will differ in their levels of readiness to implement, but some counties might hire, while others will build capacity with their current staff.

What specific capacity building needs, aside from funding, do you anticipate, in order for your agency to participate successfully in Phase 1: Capacity Building?

For WCPHP to participate successfully in Phase 1: Capacity Building, our team will focus on building capacity in data analysis skills, evidence-based programming for prevention and intervention, and expanding partnerships.

To better collect, analyze, and share data with partners and the community, we will focus on increasing our knowledge of databases, data visualizations, and dissemination.

We are interested in improving our team's skills in evidence-based programming to adapt these models to be culturally appropriate for our most vulnerable populations in our rural, resort, and frontier communities.

While our region has intentionally cultivated partnerships for bi-directional communication and collaboration to more effectively engage with our communities, we intend to further these relationships to provide health promotion, prevention, and intervention education.

Are there particular chronic disease strategies that your agency is interested in working on in Phase 2? *CDPHE understands that this information could change based on the data assessment process and plans to use this information for our internal planning purposes. Select all that apply*.

Social Determinants of Health: Physical Environments

Social Determinants of Health: Health Care Access

Physical Activity:Access and/or Social Supports

Healthy Eating: Breastfeeding

Healthy Eating: Healthy Food Access and/or Healthy Food Distribution

Healthy Eating: Sugary Drinks

Alcohol Use: Awareness and Substance Use Supports

Cardiovascular Disease: Education and/or Access to Programming

Diabetes: Access to Programming

Cancer: Screening and/or Access to Survivor Support

Pulmonary: Access to Asthma and COPD programming

Cross-cutting: Community-Clinical Linkages

Cross-cutting: Screening, Brief Intervention, and Referral to Treatment (SBIRT)

In the following section, use the scale below to indicate your confidence and comfort level working in the following capacity building strategies, 1 being the lowest and 5 being the highest.

1. Educate: Educate the community about the importance of programs and policies that influence chronic disease and reduce health disparities

*

1 2 3 4 5

2. Data: Complete the Chronic Disease Community Assessment process to determine strategy-specific work in Phase 2.*

1 2 3 4 5

3. Community Partnerships: Engage with your community and build partnerships that advance chronic disease prevention and management efforts.*

1 2 3 4 5

4. Health Promotion: Promote Chronic Disease Interventions and Treatment options.*

1 2 3 4 5

5. Internal expertise: Build and maintain internal team or staff expertise in chronic disease prevention and management, and deepen an understanding of the root causes of chronic conditions.*

1 2 3 4 5

6. Funding Requirements: Comply with applicable grant administration duties, including progress reporting.*

1 2 3 4 5

How would you describe your agency's current data/epidemiology capacity to perform the assessment work needed for the LPHA Chronic Disease Assessment? *Select only one option that most closely matches your agency capacity.**

We currently have staff within our agency who have the skills to do the data and epidemiology work needed for this project.

We will need to use a contract to hire an external entity to do the data and epidemiology work for this project.

We have a known resource (student, community partner, etc) through partnership that has the skills to do the data and epidemiology work for this project.

Other:

For any of your assessment work, past or present, which kinds of data/epidemiology resources did your agency use to complete the work? Past assessment work includes the CO Health Assessment and Planning System (CHAPS) with OPHP, community

hospital assessment work, maternal and child health assessments, etc. *Check all that apply.**

Data from CDPHE websites (CoHID, CO Health Indicators, VISION, etc)

Data from external websites

Data collected in the community (qualitative and/or quantitative)

Contractors

Academic partners (students, interns, partnerships with classes)

CDPHE epidemiology staff (Chronic Disease or Tobacco Epidemiology Team, Alison Grace Bui, etc)

CDPHE OPHP staff and guidance resources

Hospital partners

Data from other assessments (MCH, CTC, hospital, environmental, etc)

Other:

Which of the following best describes the experience your agency has working with chronic disease data? *Select only one option that most closely matches your agency capacity.**

Our agency currently has staff who regularly work with chronic disease data.

Our agency has staff with some experience, who occasionally work with chronic disease data.

Our agency has staff with data experience, but not specifically with chronic disease data.

Our agency does not currently have staff with any data experience.

Thank you for submitting the Chronic Disease Pilot Interest and Mini Application form. The CDPHE team will review your responses and will be in touch with the contact you listed in the form as soon as possible.

Chronic Disease LPHA Funding FY26 Phase 1-
Proposed FINAL

v. 20250904

Local Public Health Agencies	Counties Covered	2025 Population Estimates	Collaborations	FY26 STEPP Totals	FY26 CD Phase 1 12 months Totals	FY26 CD Phase 1 6 months Totals
Adams County Public Health		544,703		$583,540	$200,000	$100,000
Alamosa County Nursing Service		16,740		80,000	$60,000	$30,000
Arapahoe Public Health		673,998		588,836	$200,000	$100,000
Archuleta County Public Health		14,433		$80,000	$60,000	$30,000
Boulder County Public Health		329,264		$405,785	$200,000	$100,000
Broomfield Health and Human Services Dept		87,526		$100,000	$80,000	$40,000
Chaffee County Public Health Nursing Service		20,807		$80,000	$60,000	$30,000
Conejos County Nursing Service		7,538		$80,000	$60,000	$30,000
Costilla County Nursing Service		3,580		$80,000	$60,000	$30,000
Denver Department of Public Health and Environment		730,189		$791,511	$200,000	$100,000
Douglas County Health Department	Douglas, Elbert	423,074	x (2)	$401,784	$260,000	$130,000
Dolores County Nursing Service		2,189		$80,000	$60,000	$30,000
Eagle County Public Health Nursing Service		55,913		$100,000	$80,000	$40,000
El Paso County Department of Health		769,755		$988,941	$200,000	$100,000
Fremont County Public Health Nursing Service	Fremont, Custer	54,901	x (2)	$160,000	$120,000	$60,000
Gilpin County Health Department		6,054		$80,000	$60,000	$30,000
Grand County Public Health Nursing Service		16,124		$80,000	$60,000	$30,000
Gunnison County Public Health	Delta, Gunnison, Montrose, Ouray, San Miguel, Silverthread (Hinsdale/Mineral)	110,193	x (7)	$560,000	$420,000	$210,000
Jackson County Nursing Service		1,290		$80,000	$60,000	$30,000
Jefferson County Department of Health	Jefferson, Clear Creek	589,423	x(2)	$552,561	$200,000	$100,000
Kit Carson County Health and Human Services		6,985		$80,000	$60,000	$30,000
Lake County Public Health Nursing Service		7,584		$80,000	$60,000	$30,000
Larimer County Department of Health		379,298		$432,945	$200,000	$100,000
La Plata Counth Department of Health		58,530		$100,000	$80,000	$40,000
Lincoln County Public Health		5,768		$80,000	$60,000	$30,000
Mesa County Health Department		162,833		$194,573	$150,000	$75,000
Moffat County Public Health		13,037			-	
Montezuma County Health Department		26,962			-	
Northeast Colorado Health Department	Logan, Morgan, Phillips, Sedwick, Washington, Yuma	72,697	* (6)	$480,000	$360,000	$180,000
Otero Health Department	Baca, Bent, Cheyenne, Crowley, Huerfano, Kiowa, Las Animas, Otero, Prowers	68,827	x (9)	$720,000	$540,000	$270,000
Park County Public Health Nursing Service		18,439		$80,000	-	
Pitkin County Health Department	Pitkin, Garfield	81,467	x	$180,000	$140,000	$70,000
Pueblo City-County Health Department		171,527		$295,836	$200,000	$100,000
Rio Blanco County Nursing Service		6,511			-	
Rio Grande County Public Health		11,383		$80,000	$60,000	$30,000
Routt County Public Health		25,786		$80,000	$60,000	$30,000
Saguache County Public Health Nursing Service		6,646		$80,000	$60,000	$30,000
San Juan County Nursing Service		793		$80,000	$60,000	$30,000
Summit County Public Health Nursing Service		31,119		$80,000	$60,000	$30,000
Teller County Public Health		25,661			-	
Weld County Department of Public Health		374,917		$412,668	$200,000	$100,000
				$9,488,980	$5,050,000	$2,525,000

2 tiers: tier 1 <50K population, $60K, tier 2 51k-80K, $100K, All others -as listed

West Central Partnership: Delta, **Gunnison**, Ouray, Montrose, San Miguel, Silverthread

Counties not seeking funding in FY26: Jackson, Moffat, Montezuma, Park, Rio Blanco, Teller 58/64

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Approval; Grant

Action Requested: County Manager Signature

Parties to the Agreement: El Pomar

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

Summary:

Grant recommendation through the El Pomar and the San Juan Regional Council for GCSAPP youth mental health work for $50,000.

Fiscal Impact:

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 9/17/2025

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

Comments:
Legally sufficient. SO 9/17/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/17/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/18/2025

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

Agenda Date: 10/7/2025

Revised April 2015

From: Mikayla Jordan <MikaylaJ04@elpomar.org>
Sent: Tuesday, September 16, 2025 11:50 AM
To: Emily Mirza <EMirza@gunnisoncounty.org>
Subject: San Juan Regional Council Grant Recommendation

[EXTERNAL SENDER - USE CAUTION]

Dear Emily,

I'm pleased to let you know that Gunnison County has been recommended for a $50,000 Regional Council grant to be used for the Gunnison County Substance Abuse Prevention Project. Our Trustees will consider this grant at the September 26, 2025, meeting.

In order to fully process the grant, please accept our Grant Terms and Conditions form online using the instructions below:

- Log in to your account**; if you are not logged in to your account, you will not be taken to the correct page**
- Click here to access the Grant Terms and Conditions form
  - Use "San Juan Regional Council Grant" as the Request Title
  - Make sure to submit the form when you are done

Once you click the link, if you see a pop-up that asks if you want to "Continue" or "Go to Dashboard," click "Continue."

Please complete the Grant Terms and Conditions **no later than Wednesday, September 24**. If you have any questions about completing this application, please let me know.

Sincerely,
Mikayla

Mikayla Jordan

(She | Her)
Grants Manager
El Pomar Foundation
10 Lake Circle | Colorado Springs, CO 80906
Office: (719) 577-7016
www.elpomar.org

*If you'd like to set up a phone call with the Grants Office, **click here** • For more information on grant making at El Pomar, **click here***

EL POMAR FOUNDATION
GENERAL GRANT TERMS AND CONDITIONS

This grant is contingent upon the following terms and conditions:

STATUS AS A GOVERNMENTAL ENTITY. You do hereby certify that you are a governmental entity as defined under Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code") which includes a State, a possession of the United States, or any political subdivision of the foregoing, or the United States or the District of Columbia. In cases where your governmental connection may not be obvious, you agree to provide the Foundation with adequate documentation verifying your association as a governmental entity.

You acknowledge that your organization is not controlled directly or indirectly by the Foundation.

USE OF GRANT FUNDS. This grant (together with any income earned upon investment of the grant proceeds) is restricted to the purpose specified in the grant award letter and is to be spent in accordance with your proposed budget. Any part of the grant funds not so used must be returned promptly to the Foundation.

You agree that the activities funded by this grant are charitable, educational, scientific or literary (as those terms are defined in Section 170(c)(2)(B) of the Code) and, more specifically, that all expenditures will be for exclusively public purposes.

You acknowledge that the Foundation has not earmarked the use of the grant funds or any portion thereof for another organization, an individual or for any lobbying activity.

You affirm that the charitable purpose of this grant will be fulfilled within the State of Colorado.

You agree that no member of the Foundation's staff or Trustees (or a related party) will receive a financial benefit as a result of this grant.

You agree not to pledge or otherwise encumber any real property acquired as a result of this grant.

FINAL REPORT. The Foundation will require that you submit a final report on the use of the grant by the date specified in the grant award letter. This report should give an accounting of how the grant was spent as compared to the budget submitted in your grant proposal, the progress made in accomplishing the objectives of the grant, and any other information you feel would be relevant in allowing the Foundation to evaluate the grant.

PAYMENT OF GRANT. The payment of this grant will be as specified in the grant award letter, unless the foundation approves a written request for a different schedule. If payments are conditioned upon receipt of progress reports or other required documentation, delays may occur if these documents are not submitted timely or if the Foundation determines there is a lack of reasonable progress in the funded activity.

RELIANCE ON FUTURE FUNDING. You acknowledge that the representatives of the Foundation have made no any actual or implied promise of funding beyond the amounts specified in the grant award letter. This includes any obligation to provide continued support for this or any other project. Continued funding can only be obtained through submission of additional proposals in accordance with the Foundation's policies and guidelines.

REQUIRED NOTIFICATION. You are required to provide the Foundation with immediate written notification in the event of: (a) an inability to expend the grant for the intended purposes; or (b) any expenditure made from this grant for any purpose other than those for which the grant was intended.

GRANT EVALUATION. You will exercise full control over your project's administration, management and any subsequent disbursement of funds. The Foundation's role will consist of reasonable oversight to allow for the proper evaluation of this grant. You agree to permit the Foundation, at its request, to have reasonable access to all files, records, and personnel necessary to make such financial audits, verifications or program evaluations as may be necessary or appropriate. In addition, you agree to maintain such records as will permit the Foundation to easily check the use of grant funds and to keep these records for at least four years after the final report is submitted.

PUBLICITY. Please clear with us any public announcement of this grant. If this grant provides the majority funding for the acquisition of real or personal property, we would request that appropriate identification be placed on the item showing that it was a gift of El Pomar Foundation.

MODIFICATION. This grant agreement sets forth all of the terms of this grant and replaces all prior understandings and agreements. The purposes, terms and conditions of this grant award may not be changed or modified without the express written consent of the Foundation.

DISCONTINUANCE. The Foundation may discontinue, modify or withhold any payment under this grant award or terminate the grant and 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 of a violation of 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; or (d) to protect the Foundation's financial ability to carry out its programs.

In the event funds are returned or the grant is terminated, you acknowledge that the Foundation will have no further obligation to you in connection with this grant.

GOVERNING LAW. All questions of law which may arise in the administration of this grant shall be determined in accordance with the laws of the State of Colorado.

AUTHORITY. The undersigned represents that he/she is the duly authorized chief executive officer of the Grantee and as such is empowered to accept this grant on behalf of the Grantee and to obligate the Grantee to observe all the terms and condition of the grant.

Executed on the behalf of: «Org_Legal_Name»

By: _____

Printed Name: _____

Title:_____

Date:_____
«Org_Vendor_No» / «Request_ID»

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; Prof

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

This contract is to apply a silicone roof coating to the low-slope lower roofs which will extend the useful life of the roofs another 20 yrs. Warranty is inlcuded

Fiscal Impact: 47,750

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 9/24/2025

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

Comments:
Legally sufficient. SO 10/3/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/24/2025 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the __ day of September 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 Integrity Pro Roofing, whose address is 1415 Park Ave W, Denver, CO 80205 (herein "Contractor")

RECITALS

The Contractor desires to provide professional services regarding 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 Sound Infrastructure 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 Forty Seven Thousand Seven Hundred Fifty and No/100 U. S. Dollars ($47,750.00). 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 exclude 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:	Integrity Pro Roofing 1415 Park Ave W, Denver, CO 80205 Denver, CO 80205

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 my 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

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Reference Health and Human Services Roofing Quote from Integrity Pro Roofing:

Gunnison County is requiring that this project will be covered by a bond, and that 5% of the quoted amount has been added to the project to cover the cost of the bond transaction.

QUOTE DETAILS

Description

Gaco Silicon Roof Coating

Scope of work provided to only be installed on the lower roof sections.

Cleaning - power wash the roof, and use a cleaning agent. We will probably get residue on the sides of the building and will need to wash the whole exterior.

*Please note that when we pressure wash the roof this may cause some additional leaking.

*Assuming power and water access will be provided. This does not include hauling water.

Prep - Repair all seams, patches and apply flashing grade (Gaco patch) over any potential leak areas

Apply White Coating (20yr 40mil) - This is a Siliconized Gaco product that will bond with the existing roof and patches.

Trash - Removal all trash

PLEASE NOTE
This coating installation will not be eligible for warranty coverage if the solar panels are not detatched for the installation. We are providing a separate price to detach and reset the solar panels for this work. If you have a separate solar company that you would prefer to use, that may work as well.

Estimate subtotal	$47,750.00
Total	$47,750.00

Pricing includes a 20-year manufacturer's warranty coverage through GACO with Integrity Pro Roofing covering the first 4 years through our workmanship guarantee. Workmanship guarantee to cover costs of all labor and materials for any return visits to correct installation issues or failures in the coating material. Manufacturer's warranty covers all labor and material costs to repair or replace area(s) of coating that fail within specified time of the warranty.
**** Routine maintenance may be required by manufacturer to maintain long-term warranties through GACO.**

SIGNATURE/UPGRADES

Quote Details $47,750.00

Name: Jim Hoock
Address: 220 N Spruce St, Gunnison, CO

We propose to furnish all materials and labor for the above amount

Customer Comments / Notes

Jim Hoock:

Date:

For the instance of this contract, Integrity Pro Roofing will consider the Indemnification Clause of paragraph 18 of this contract's terms and conditions null and void per the directive of CEO Rae Boyce. By signing this form I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. By signing the above, I/we agree to all pages contained within this contract including, but not limited to, all terms and conditions as well as scope. I/We agree the above signature is also valid for all pages of this contract in the event the contract has been digitally transmitted and digitally signed. I agree to pay the total project price and understand that this work will be completed in accordance with Building Code standards.

This construction agreement (the "Agreement" or "Contract") is made and entered into executed below by and between Customer as listed on this sales agreement "Customer" and PRO ROOFING SYSTEMS LLC D/B/A INTEGRITY PRO ROOFING ("Contractor") (individually, "party" or collectively, "parties. In addition to the Total Contract Price, all supplemental payments obtained by Contractor are to be paid to the Contractor upon substantial completion. If insurance is involved, this Contract is for FULL SCOPE OF INSURANCE PROCEEDS. Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price. Customer warrants that this Contract is signed without any reliance upon any representations or promises by Contractor, or its agents, except that are specifically written in this Contract, and that no additional promises or representations have been offered as an inducement for signing. VERBAL COMMITMENTS WILL NOT BE HONORED. CUSTOMER IS SOLELY RESPONSIBLE FOR H.O.A., COVENANT, OR OWNER APPROVAL FOR COLOR AND TYPE OF MATERIAL.

1. **Definitions**

"Acceptance Date" date when Customer executes this Agreement.

"Agreement" or "Contract" or "Contract Documents" means this document; all exhibits attached thereto; and all other documents incorporated therein as subsequently modified or altered per the terms of the Agreement.

"Commencement of The Work" means the date when material for scope of work has been ordered or when PRO ROOFING SYSTEMS LLC D/B/A INTEGRITY PRO ROOFING signs the Notice of Commencement/Notice to Proceed.

"Customer's Representative" means any person who has authority to act as or on behalf of Customer, including, any engineer or architect retained by Customer.

"Person" includes any business entity, group, trust, syndicate, corporation, cooperative, association, partnership, business trust, joint venture, limited liability company, unincorporated organization, and governmental authority, as well as a natural person.

"Plans and Specifications" means the plans, specifications, and/or design documents, including drawings, shop drawings, schematics, instruments of service, and drafts.

"Project" means the improvements made to the Property.

"***Substantial Completion***" means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, and when Customer can occupy and utilize the Work for its intended purpose.

"***Work***" means the construction and services required and reasonably inferable from the Contract Documents whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor's obligations.

2. **Recurring Words**

As used in this Agreement, (a) the word "or" is not exclusive, (b) the words "consent" and "approval" are synonymous, (c) the word "including" is always without limitation, (d) all monetary amounts are denominated in United States dollars, (e) neutral words should be construed to include correlative feminine and masculine words, and (f) words in the singular number include words in the plural number and vice versa.

3. **Contract Documents**

The Contract Documents consist of this Agreement and all attached documents.

These Contract Documents represent the entire agreement of both parties and supersede any prior oral or written agreement. This Agreement incorporates by reference the exhibits and all other documents identified in the definition of "Agreement." In the event of a conflict between the terms of the Agreement and exhibits, the Agreement controls, govern and take precedence. Customer acknowledges that it has received and reviewed all the documents referenced in the Agreement.

4. **Work Description**

The scope of work is contained and limited to the work as listed in Roofing Quote Details. All work shall be performed by Contractor in a workmanlike manner and shall meet or exceed all state and local building codes. Contractor shall obtain all permits necessary for the work to be completed. Contractor shall remove all construction debris and leave the project in a broom clean condition, excluding attics or garages. Manufactured materials shall be installed in accordance with manufacturer's written recommendations. Prior to completion of work, effected work zones should be treated as a construction site with reasonably accommodation for debris and materials. At completion of the Work, Contractor will remove waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

5. **Authority**

Customer represents and warrants that it has the authority to enter into this Agreement. Contractor is relying on Customer's representations contained within this section of the Agreement.

6. **The Contract Price**

A. PAYMENT: For insurance work, Customer shall pay Contractor deductible and ACV upon delivery of materials. The remaining balance is due upon completion of work. For all non-insurance work, Customer shall pay **either** a) 50% of Contract Price upon delivery of materials and 50% upon completion of work **or** b) 33% of Contract Price upon signed contract, 33% of Contract Price upon delivery of materials, and the remaining balance upon completion of work. All invoices are to be paid to Contractor by Customer no later than ten (10) days upon receipt of invoice. Payments not timely made shall accrue interest on a daily basis at the rate of two percent (2%) per month, not to exceed the maximum amount of interest allowed by law, plus costs of collection, including attorney's fees. The total Contract Price, including the reasonable and pre-approved charges for changes/extras, are payable to Contractor in accordance with the agreed upon terms.

B. Customer recognizes that the construction industry at time experiences price and availability volatility with regard to the materials used for this Project. Because of market fluctuations, the prices of these materials are subject to sudden and significant changes and firm prices cannot be obtained from suppliers. Therefore, if there is an increase in the actual cost of the products charged to Contractor subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written Change Order or amendment to the Contract to reflect the price increase and additional direct cost to Contractor. Contractor will submit written documentation of the increased charges to Customer upon request.

C. Repairs or replacement of pieces or areas of decking will be made as needed to provide an adequate substrate for roofing. This work will be performed on a unit price basis. The price set forth in this Agreement shall be increased without the need for a written Change Order or amendment to the Contract to reflect the price increase and additional direct cost to Contractor. Contractor will submit written documentation of the increased charges to Customer upon request.

D. Contractor's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global (including wind uplift testing), release of funds or payment by an insurer or a mortgage company. Payment to Contractor is an absolute and independent obligation, and Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement on account of alleged charge backs or set offs unless previously authorized by Contractor in writing.

E. Contractor is entitled to reasonable costs of shut-down, delay and start-up.

7. Change Orders and Finish Selection Schedules

A change order is any change to the original and initially permitted set of plans and specifications. Additional time needed to complete Change Orders shall increase the time needed for Project completion. Customer shall submit completed Finish Selection Schedules to Contractor in a timely fashion. Customer recognizes that any delays or changes in Finish Selection Schedules may add time and cost to the Project. Contractor will not increase or decrease the scope of Work under this Contract, including but not limited to ordering materials, until Customer has executed a Change Order.

8. Final Completion

Upon receipt of the final payment application, Customer shall pay the entire amount within ten (10) days. Customer agrees that its receipt of the final payment application is sufficient notice of final completion of the Project.

9. Construction Variation

A. Unless stated otherwise herein, the design of the Project is dictated by Customer or Customer's design professional(s). Contractor is not responsible or liable for the design of the Project. Contractor does not provide engineering, consulting, or architectural services. It is Customer's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor assumes no responsibility for structural integrity or design and is only responsible for their portion of the Work being in compliance with building codes. If plans, specifications, or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage, or expense due to defects in plans or specifications, unless such damage results from deviation by Contractor from the Contract Documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Contractor is not responsible for location of roof drains, ventilation, adequacy of drainage, ice damming, and/or ponding on the roof.

B. Customer acknowledges that in the course of construction, certain changes, deviations or omissions in the design of the Project may occur or may result because of the particular conditions of the job, lender requirements, and/or governmental authorities having jurisdiction over the Project. In the event that Federal, state, local, county, or municipal codes, regulations or permitting authorities require work not expressly set forth in this Agreement or that differs materially from that generally recognized as inherent in Work provided for in this Agreement, Customer shall pay for all extra costs incurred by Contractor as a result of the required additional work in addition to the Contract Price.

C. In the event that materials to be used in the construction of the Project become unavailable, Contractor reserves the right to substitute substantially equivalent or better materials for the unavailable materials; such substitution shall be at no cost to Customer. Furthermore, Contractor shall not be responsible for matching existing paint or texture with regard to stucco and other existing coverings. Customer understands and acknowledges that all reasonable attempts shall be made to match existing coloring specifications, but variances in product manufacturing make identical matching of colors and textures unlikely. Customer further acknowledges that there is no guarantee against hairline cracks, manufacture defects, decolorization in shingles, tiles, metal, stucco or concrete products and applications.

D. Both Parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this Agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste, asbestos, or lead upon discovery of such hazardous materials, Contractor will notify Customer immediately and allow Customer to contract with a properly licensed and qualified hazardous material contractor. Any such work will be treated as a Change Order resulting in additional costs and time considerations. Please note some roofing systems or products have strong odors. Contractor is not responsible for loss of work or personnel issues that result from potential odors.

E. Based upon the foregoing, Customer hereby authorizes Contractor to undertake, without the need for specific authorization, any changes, deviations or omissions required by the particular conditions of the job, lender's requirements, or governmental authorities, and to make changes and substitutions of materials of equal or greater quality than those specified on the Plans and Specifications. Customer agrees to pay for all changes, extras, deviations or omissions required for the Project. Customer further certifies that it has not relied upon the accuracy of the representations of Contractor with respect to the Plans and Specifications.

10. Insurance

A. Contractor will maintain comprehensive general and automobile liability insurance coverage and workers' compensation insurance coverage with properly licensed insurance companies with coverage amounts, in Contractor's reasonable estimation, adequate to cover the risk exposure of the Project contemplated by this Agreement.

B. Customer may secure additional insurance to protect itself from liability from claims which may arise during the performance of this Agreement, and Contractor encourages Customer to do so if Customer is uncomfortable with Customer's or Contractor's existing coverages.

C. Customer shall obtain, prior to performing any work under this Agreement, and shall maintain until the Substantial Completion of construction and final payment of the Contract Price, property insurance commonly referred to as "Builder's Risk" insurance, in the amount of the full insurable value of the work performed at any point during construction, insuring on an all-risk policy form against the perils of fire and extended coverage and physical loss or damage, including coverage for theft, vandalism, and malicious mischief. This insurance shall name Customer as the insured and shall include Contractor and, if applicable, Customer's lender as "additional insureds."

D. Customer is responsible for all security and protection of the Project and will be solely liable for all physical loss or damage, including loss or damage caused by theft, vandalism, and malicious mischief.

E. Moneys owed to Contractor shall not be withheld by reason of any damage or claim against Contractor covered by liability or property damage insurance maintained by Contractor or claims covered under Builder's Risk insurance.

F. Customer and Contractor waive all subrogation rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, for damages to the extent covered by insurance. Notwithstanding anything to the contrary herein, Contractor shall obtain and maintain all insurance coverage as indicated in the Contract Documents.

11. Contractor's Default

Customer shall give Contractor at least seven (7) business days written notice and the opportunity to cure, or such additional time as is reasonably necessary to cure the alleged material breach, before declaring Contractor in default of this Agreement. It is Customer's responsibility to notify Contractor in writing within seven (7) business days (unless otherwise provided for in the Agreement) of the occurrence of any claim, defect, or deficiency arising out of work performed, services supplied, or materials provided by Contractor under this Agreement ("Occurrence"). Failure of Customer to provide written notice of the Occurrence will result in Customer waiving all claims that may be brought against Contractor because of or relating to the Occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims.

12. Customer's Default or Early Cessation of Work

A. In the event that Customer or Customer's Representative suspends or interrupts Contractor's Work, Contractor shall be entitled to an equitable adjustment in the Contract Price and time for performance for any increases, costs or losses, including but not limited to increases in costs for materials, labor or losses of efficiency caused by any such suspension or interruption. Adjustment of the Contract Price shall include profit.

B. Customer shall be in material breach of this Agreement upon any of the following occurrences: (a) Customer fails to provide access to the job site or materially interferes with construction; (b) Customer fails to make timely payment under the terms of this Agreement; or (c) Customer otherwise violates a material provision of this Agreement.
C. Upon a material breach by Customer, after providing seven (7) business days written notice and opportunity to cure to Customer (such opportunity to cure required only where the material breach is of an ongoing nature capable of being cured), Contractor may terminate the Agreement and/or pursue all applicable legal or equitable remedies.
D. If Customer fails to timely pay Contractor, Contractor may immediately stop all work on the Project until Contractor receives payment from Customer and/or terminate the Agreement.
E. If Customer cancels or reduces the scope of this Contract after the Acceptance Date, Customer must pay the greater of the Contractor's consequential damages including lost profit, or damages in an amount equal to twenty-five (25%) of the Insurer approved amount for Work including supplements or the Contract Price, which Customer agrees are fair and reasonable. Customer agrees that said amount is not a penalty.
F. Customer may cancel this transaction, without any penalty or obligation, within twenty-four (24) hours from the Acceptance Date, and any deposit paid by Customer will be fully refunded. If Customer plans to use the proceeds of a property and casualty insurance policy to pay for the Work, Customer may rescind this Contract within twenty-four (24) hours after Customer receives written notice from the Insurer that Customer's claim has been denied in whole or in part. If Customer cancels the Contract, any property trade-in, any payments made by Customer, and any negotiable instrument executed by Customer will be returned within ten (10) business days following receipt by the Contractor of Customer's cancellation notice, and any security interest arising out of the transaction will be cancelled. If Customer cancels, Customer must make available to the Contractor at the property, in substantially as good conditions as when received, any goods delivered to Customer under this Contract; or Customer may comply with the instructions of the Contractor regarding the return shipment of the goods at the Contractor's expense and risk. If Customer does agree to return the goods to the Contractor or if the Contractor does not pick them up within twenty (20) days of the date of Customer's cancellation notice, Customer may retain or dispose of the goods without any further obligation. Customer shall give written notice of rescission of the Contract to the Contractor at the physical address provided in the Agreement within twenty-four (24) hours after Customer is notified of the denial by the Insurer. The Customer may give notice of rescission of the Contract by: email, which is effective on the date of the electronic transmission; by mail, which is effective upon deposit in the United States mail, postage prepaid, sent to the physical address stated in the contract; or by personal delivery to the Contractor, which is effective upon delivery.

13. **Subcontractors**

Contractor may elect to utilize subcontractors to complete certain scopes of work. Subcontractors shall be licensed and capable of completing the work in a safe, expeditious, and qualified manner.

14. **Third-Party Beneficiaries**

This Agreement is intended to benefit only the parties hereto and their successors and assigns. Nothing in this Agreement is intended to create rights in any third-party beneficiary. Notwithstanding the foregoing, Contractor agrees to list Customer as a primary, intended third party beneficiary in all subcontracts entered into in connection with the Work.

15. **Act of God**

Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, pandemics, accidents, snow, hurricanes, or other weather conditions, hail, wind in excess of 40mph, tornado, fire, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

16. **Warranty**

Contractor's work is warranted in accordance with the limited workmanship warranty. No agent or representative of Contractor is authorized to make any representation or promise on behalf of Contractor other than those contained herein. The Contractor disclaims and excludes all other warranties, express or implied, including but not limited to the warranties of habitability, merchantability and fitness for a particular purpose. The Contractor also disclaims and excludes recovery by Customer of any incidental or consequential damages in any action relating to the Project. Warranties provided by Contractor, including manufacturer warranties, shall not be effective unless and until Contractor has been paid in full.

17. **Disclaimers**

A. Customer acknowledges that Contractor may be repairing work that was previously damaged by mold, water, termites, insufficient ventilation, ice damming, or other conditions ("Pre-Existing Conditions") unrelated to the Work performed by Contractor on the Project. Accordingly, Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Pre-Existing Conditions, whether those

Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims. The Customer is solely liable and responsible for all damages, whether actual or consequential, arising out of or relating to Pre-Existing Conditions. Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies pertaining to mold, including claims arising out or relating to the detection, removal, disposal, or remediation of mold, whether those claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by mold and incurred by Customer, Contractor or third parties. The Customer acknowledges that if conditions are encountered at the site which are (1) sub-surface, or otherwise concealed physical conditions which materially differ from those contemplated or indicated by this Agreement or the related Contract Documents, or (2) unknown physical conditions of an unusual nature, and such conditions materially differ from those indicated in this Agreement or the related Contract Documents and cause an increase in Contractor's cost or, or time required for, performance of any part of the work, Contractor shall be entitled to an equitable adjustment to the Contract Price and/or an appropriate extension to the completion date.

B. Metal roofing, soffit, fascia, metal components, and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factors such as the length and color of panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

C. Contractor is not responsible for damages related to ice damming or any condition which causes standing water on the roof. The Work does not include the cost of snow removal and if needed, Customer shall be responsible for and pay the cost of snow removal.

D. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Some people are more sensitive to these emissions than others. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process. Contractor is not responsible for damages or leaks due to existing conditions or existing sources of leakage simply because Contractor started work on a building or performed repair work.

E. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify occupants and tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.

F. Contractor may install permanent roof anchors or other fall-protection related equipment (collectively "Anchors") at Owner's building. Anchors are exclusively for Contractor's use when performing the work called for by this Agreement, and for Contractor's use in any future servicing of the roof at the building. Should any person or entity other than Contractor wish to make use of the Anchors, Owner/Customer shall require such persons or entities that use of the Anchors is strictly at their own risk. To the fullest extent permitted by law, Customer shall indemnify, defend and hold Contractor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses, including reasonable attorney's fees, asserted against Contractor and arising out of or resulting from use of the Anchors by persons or entities other than Contractor or from Customer's breach of this provision. It is expressly understood that Contractor makes no representation and has made no representation to Customer as to the working condition, structure, strength, durability, construction or any other characteristic of the Anchors. Contractor is not responsible for maintenance, testing or future inspection of the Anchors or use of Anchors by others.

G. Snow guards and snow rails may not be effective in preventing snow and ice from falling off the roof depending upon the amount of snow, slope and other factors. Contractor is not liable for property damage, bodily injuries or claims resulting from snow that remains on the roof or falls from the roof. Customer's exclusive remedy in the event of a claim against a Contractor alleging a defect or deficiency pertaining to snow guards or snow rails shall be repair or replacement of the snow guard or rail due to a defect in workmanship by the Contractor at no cost to the Customer during the duration of roof warranty issued by the Contractor.

H. During snow and ice removal, damage to solar equipment, skylights and the roof itself could occur. Contractor shall not be responsible for damage to the roof, rooftop, roof-mounted equipment, solar panels or building components during snow and ice removal operations, unless cause by gross negligence. Customer agrees to notify Contractor of the location of all rooftop solar arrays, equipment and skylights prior to commencement of snow removal services.

I. Site Conditions. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Contract Price shall be equitably adjusted upon notice thereof from Contractor to Customer. Unforeseen Site Conditions may include, but are not limited to, concealed water, electrical, plumbing, HVAC, grease traps, and/or communications lines installed beneath the roof deck which are damaged during demolition. Such unforeseen conditions shall require an equitable adjustment in the Contract Price. Contractor's commencement of roof installation indicates only that Contractor has visually inspected the surface of the roof deck for visible defects. Contractor is not responsible for the structural sufficiency, quality of construction, undulations, fastening or moisture content of the roof deck or other trades' work or design and their effect on the roof and roofing materials. Contractor is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage or ponding on the roof due to deck or structural conditions. Owner/Customer and Customer's Representative acknowledge that they are not presently aware of any hazard or condition in, at or on the building which would endanger the life and safety of Contractor's personnel, that the structure and roof deck of the building is sufficient to support Contractor's personnel and equipment on the roof performing roof removal and replacement operations and they are not presently aware of any areas of deteriorated, rusted or unattached roof decking that present a safety hazard to Contractor's personnel or individuals and property within the building. If Owner/Customer or Customer's Representative deem it necessary, they will retain a structural engineer to evaluate the safety of the structure prior to commencement of re-roofing operations. Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are clear and available and free from water, snow or debris to allow for continuous full operation. The expense of any extra trips by Contractor to and from the job as a result of the job not being ready for the Work after Contractor has been notified to proceed will be charged as an extra.

J. Restrictions and Requirements. In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra cost for Contractor's labor and materials shall be the sole obligation of Customer. It shall be the sole obligation of Customer to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Agreement. Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder not withstanding any injunction/ prohibition against the work as a result of any violation of such restriction/requirement. Due to the nature of the construction to be done at Customer's request, Customer takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, landscaping, appurtenances, person(s) or personal property at the Job location.

18. Indemnification

A. For good and valuable consideration, which Customer hereby acknowledges receipt, Customer shall defend, indemnify, and hold Contractor, their officers, directors, agents, vendors, subcontractors, and employees (individually the "Indemnitee," collectively, the "Indemnitees") harmless from and against any and all claims, demands, losses, damages, liabilities, expenses, or costs, including reasonable attorneys' fees, costs and expenses of investigation, penalties, interest and amounts paid in settlement (collectively "Losses") incurred or to be incurred by Contractor, arising out of, relating to, or resulting from any negligence, personal injury, wrongful death or property damages which is caused or occasioned by the acts of Customer; including claims for those damages caused partly or wholly as a result of the negligence or wrongful acts of any of the indemnitees if the damages claimed relate to or arise out of, or are connected with the Agreement or the actions necessary to perform same.

B. To the fullest extent permitted by law, in addition to the express duties to indemnify, defend, protect and hold harmless Contractor when there is any causal connection between Customer and any injury, loss, damage, death or property damage, Customer expressly undertakes a duty to defend Contractor as a separate duty, independent of and broader than the duties to indemnify, protect and hold harmless. The duty to defend agreed to by Customer herein expressly includes all costs of litigation, attorneys' fees, expert's and consultant's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of Contractor is maintained by Contractor or assumed by Customer as long as the claims made could be causally connected to Customer (Claims) as reasonably determined by Contractor. Customer's duty to defend Contractor is as follows:

(1) Contractor, in its sole discretion and at its sole option, may defend any or all of the Claims (at Customer's sole expense) or tender to Customer the defense of any or all of the Claims. Upon such tender by Contractor to Customer, Customer shall be bound and obligated to assume the defense of Contractor in the Claims, including the settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements,

judgments, awards or expenses resulting from or arising out of the Claims without reimbursement from Contractor.

(2) It is understood and agreed by Customer that if Contractor tenders the defense of a Claim to Customer and Customer fails or neglects to assume the defense thereof, Contractor may defend, compromise and/or settle any such suit or action, and Customer shall be bound and obligated to reimburse Contractor for the amount expended by it in settling or compromising any such claim, or in the amount expended by Contractor in paying any judgment rendered therein, together with all reasonable attorneys' fees and costs of litigation incurred by Contractor by reason of its defense, settlement or compromise of such Claims.

19. Assignment of Insurance Rights, Benefits, and Proceeds

Customer hereby assigns all insurance rights, benefits, and proceeds to Contractor and authorizes any insurer to pay Contractor directly. Customer makes this assignment and authorization in consideration of Contractor's agreement to perform roofing labor and services. Customer directs Insurer to release any and all information requested by Contractor, its representative, or its attorney to obtain actual benefits to be paid by Customer's Insurer. Customer waives any privacy rights. Customer shall provide Contractor with the Scope of Loss Report generated by Insurer. If payment is made directly to the Customer by Insurer, it shall be endorsed to Contractor within three (3) business days. Contractor will not be held responsible for construction delays for failure to obtain timely endorsements. Customer agrees that any portion of work required and/or authorized by the Customer which is not covered by the Insurer must be paid by the Customer before substantial completion. Customer appoints Contractor as attorney in-fact, authorizing Contractor to endorse Customer's name, and to deposit insurance checks or drafts for work performed by Contractor. In the alternative, Customer shall require Insurer to issue a joint check payable to Customer and Contractor for work. Customer further assigns and authorizes Contractor to seek reimbursement from Insurer for payment owed to Contractor for services rendered or to be rendered by Contractor by the initiation of a civil action in a court of competent jurisdiction, or other means of recovery.

20. Agreements relating to Insurance Work

Customer authorizes Contractor to provide labor and material in accordance with this Contract and the specifications set out herein to accomplish the roof replacement. Supplements approved by Customer's Insurer become a part of this Agreement and are specifically approved by Customer's execution of this Agreement. Contractor may inspect the building and provide estimates and supporting documentation to assist Customer in obtaining Insurer's approval of Contractor's proposed work. Contractor may be available to meet with Customer's Insurer and provide estimates of the value of property damaged and/or to be repaired upon request of Customer and/or Insurer. The Customer and the Insurer shall agree to the total Contract Price which funds are irrevocably assigned to Contractor. Customer authorizes Contractor to provide estimates and supporting documentation supplements to Customer's Insurer. If Insurer refuses to adequately fund the Work, Contractor may terminate this Contract within seventy-two (72) hours as set forth in Article 13. Customer agrees to pay any deductible or outstanding charges reasonably incurred by Contractor and assist in obtaining Insurer's approval. Contractor agrees to perform the repairs or replacement specified by Insurer for the final approved replacement cost value (RCV) or Actual Cash Value (ACV), overhead & profit and supplements only, with no additional cost to Customer except for the deductible, city code requirements unpaid by Insurer, and any upgrades or additional work authorized by Customer and Contractor in writing. Any further changes, in addition to the insurance work, must be requested in writing by Customer.

21. Miscellaneous Provisions

A. Advertising. Customer shall allow Contractor to post its sign and advertise at the Project location. Customer authorizes Contractor to use photographs of the subject property for advertising purposes and advertise at property during construction.

B. Assignment. Neither party may assign this Contract without the written consent of the other party.

C. Authority. The person signing on behalf of Customer acknowledges that she/he has the requisite authority to bind Customer.

D. Complete Agreement. The Agreement and the Contract Documents (including all exhibits, addenda and modifications thereto) constitute the sole and entire agreement between the parties. No modification, written or verbal, shall be binding upon either party unless agreed to in writing signed by both parties. Each provision of this Agreement and/or the Contract Documents are severable from every other provision, and if any provision is unenforceable, the remainder of the Agreement and/or Contract Documents will remain valid and enforceable. This Agreement and the Contract Documents shall inure to the benefit of the heirs, personal representatives, successors and assigns of Contractor and Customer respectively as permitted. Each provision of the Agreement and the Contract Documents shall be construed as if both parties mutually drafted it. In the event of a conflict between this Agreement and any other Contract Document, this Agreement controls, governs and takes precedence.

E. CONSTRUCTION DEFECTS. **ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO C.R.S § 13-20-803 et. seq.**

F. Credit Card Payment. 2.9% additional fee, pursuant to section 5-2-212, Colorado Revised Statutes.

G. Customer Supervision. Customer assumes all responsibility and liability for all personal property located on or near site, and property coming onto or near the site. Customer shall keep all pets and children inside during the Work. Contractor is not liable for any injury to pets or children in the work area.

H. Damage Limitation. In no event, whether based on the Agreement, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes. The cost for testing/abatement for asbestos is the sole responsibility of Customer. Customer shall be responsible for indoor air quality and shall hold Contractor harmless, indemnify and defend Contractor from claims relating to fumes, odors, and/or noises that are emitted during the normal construction process. Contractor will not be responsible for damage to walkways, driveways, and/or landscaping. Customer agrees to and is fully aware that delivery and/or waste removal vehicles will be on the premises/driveways.

I. Governing Law, Venue, Mediation, Statute of Limitations, Attorneys' Fees. If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of the Work or relating to this Contract or the breach thereof, the Contractor and Customer will resolve the dispute at Contractor's choice by either arbitration or litigation, but the Contractor may request mediation prior to either party filing a lawsuit. This Contract shall be governed by the laws of the State of Colorado, and the venue of any action brought to enforce the provisions of this Contract, or otherwise arising out of or relating to the Contract, shall be Denver County, Colorado, unless the Contractor is seeking to foreclose on a mechanic's lien, then the lawsuit will be brought in the county where the Project is located. Any legal claim against Contractor alleging any breach of this Contract or negligence by Contractor must be initiated no later than two (2) years after Contractor performed the Work covered by this Contract. Should either party employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under, arising out of, or related to this Agreement, the substantially prevailing party shall be entitled to recover from the other party all of its attorneys' fees, costs and expenses, incurred therein through trial and/or arbitration, appeals, collections, and any bankruptcy proceeding. If Contractor retains an attorney to secure a mechanic's lien on the property as a result of the Customer's non-payment, Contractor is entitled to recover its attorneys' fees and costs for securing the mechanic's lien and foreclosing on a mechanic's lien.

J. Headings. Any titles or headings are provided for convenience purposes only.

K. Intellectual Property. Everything created, developed or produced by or through Contractor during its performance of the Project, including, without limitation, all drawings (pre-construction or otherwise), plans, specifications, reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data (collectively, "Data") in any form, prepared, or in the process of being prepared, are owned by Contractor and are the sole property of Contractor until such time as Customer issues final payment for the Project. The Contractor owns all of the rights, titles and interests, in and to the Data, including, without limitation, all trademarks, copyrights, trade secrets, patents, and any and all other intellectual property rights therein (collectively, the "Intellectual Property Rights"). Any such Data in the possession of Customer or in the possession of any agent, representative or contractor of Customer shall immediately be returned to Contractor upon demand unless and until full and final payment has been issued by Customer under the terms of the Agreement. In the event of Customer or its agents, representatives or contractor's improper use of Contractor's Data or Intellectual Property Rights, Contractor shall be entitled to pursue all of its legal and equitable rights including, without limitation, both temporary and permanent injunctive relief against Customer or any other person using Contractor's Data or Intellectual Property Rights. Contractor shall be entitled to its attorneys' fees, costs, and expenses to enforce the terms of this provision.

L. Ladder Liability. Some local building codes mandate that a ladder must be provided by Contractor for inspectors. Customer is solely responsible for supervision of the ladder. Customer must not use the ladder to access the roof, or for any other purpose. Customer will not allow any person other than the inspector to use the ladder.

M. Materials. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Contractor is not responsible for the actual verification of technical specifications of product manufacturers.

N. Non-Disparagement. Customer shall not make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Contractor or its businesses, or any of its subcontractor, officers, and existing and prospective customers, suppliers, investors, and other associated third parties. Customer acknowledges the particular value of the non-disparagement provisions any breach of which cannot reasonably or adequately be determined in an action at law. Customer agrees that should it breach the provisions this paragraph, it agrees to pay liquidated damages to the Contractor in the amount of $5,000 per breach per day, which each Party agrees is the best estimate of actual damages and is reasonable and agrees to remove any offending post/

statement within 24 hours of written notice by the Contractor. Contractor is entitled to injunctive relief for breach of this provision as well as all of its attorney's fees and costs.

O. Non-Profit Organization. Non-profit or tax exempt organizations must either furnish Contractor a valid sales tax exemption certificate issued by the State of Colorado or pay sales tax. If Customer is a tax-exempt entity, it shall supply Contractor with its tax-exempt certificate. If Customer is tax-exempt, it may delete certain material purchases from this Agreement, and purchase same directly, so as to save on any tax. In doing so, Contractor shall work in good faith with Customer to effectuate the deletion of said materials from this Agreement and shall provide Customer with a copy of the necessary purchase order, noting all specifics, including pricing of the material, to be purchased directly by Customer. Customer shall have the right to use Contractor's purchase order to purchase the tax-exempt materials directly.

P. Notices. Any notice required or permitted to be delivered under this Agreement shall be personally delivered or mailed by certified mail, return receipt requested, to the parties at the addresses set forth in the introductory paragraph of this Agreement and shall be effective upon personal delivery or two (2) days after deposit of the notice with the United States Postal Service.

Q. Roof Loading. Customer authorizes Contractor to load roofing material by crane and in bulk on the roof. Contractor is not liable for any damages resulting therefrom. If Customer requests hand loading of roofing material spread out over the roof, there will be an additional per square charge.

R. Sealed Attic Liability Exclusion. Contractor disclaims liability for any roof or structural-related issue, claim, or damage arising out of or relating to combining a sealed attic system with spray foam insulation and/or a self-adhered underlayment, and Customer agrees to indemnify, defend and hold harmless Contractor for any and all damages arising out of said condition(s).

S. WAIVER OF JURY TRIAL. **EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL.**

T. WARRANTIES. **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties and guarantees if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Contractor and Customer in writing.

U. Working Hours. The proposal is based upon the performance of all work during Contractor's regular working hours.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment No.1 to ConsensusDocs 410; Standard Desi

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Amendment to the Design-Build agreement to design and construct a shop at the landfill site. This amendment proposes a GMP to move from design to the construction phase. The GMP includes allowances and add-alternate conditions to complete the HVAC design as construction commences.

Fiscal Impact: 1,576,086.00

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 10/1/2025

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

Comments:
Legally sufficient. SO 10/2/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/2/2025 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

ConsensusDocs®
BUILDING A BETTER WAY

ConsensusDocs® 410.1

STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN BUILDER

(Where the Basis of Payment is the Cost of the Work Plus a Fee with a GMP)

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EMBEDDED INSTRUCTIONS are provided to help you complete the document. To display or hide instructions select the "¶" button under the "Home" tab to show all formatting marks. Instruction boxes are color coded as follows:

Red Boxes: Instructions for fields that are typically required to complete contract.
Blue Boxes: Instructions for fields that may or may not be required for a complete contract.
Green Boxes: Provide general instructions or ConsensusDocs Coalition Guidebook comments, which can be found at www.ConsensusDocs.org/guidebook.

ENDORSEMENT. This document was developed through a collaborative effort of organizations representing a wide cross-section of the design and construction industry. The organizations endorsing this document believe it represents a fair allocation of risk and responsibilities of all project participants.

Endorsing organizations recognize that this document must be reviewed and adapted to meet specific needs and applicable laws. This document has important legal and insurance consequences, and it is not intended as a substitute for competent professional services and advice. Consultation with an attorney and an insurance or surety adviser is strongly encouraged. Federal, State and Local laws may vary with respect to the applicability or enforceability of specific provisions in this document. CONSENSUSDOCS SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASERS ASSUME ALL LIABILITY WITH RESPECT TO THE USE OF THIS DOCUMENT, AND CONSENSUSDOCS AND ANY OF THE ENDORSING ORGANIZATIONS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH USE. For additional information, please contact ConsensusDocs, 2300 Wilson Blvd, Suite 300, Arlington, VA 22201, 866-925-DOCS (3627), support@consensusdocs.org or www.ConsensusDocs.org.

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CONTENT SECURE ID: C3C4A745-B601
CONTENT SECURE ID: 81AF727E-1A00

AMENDMENT NO. 1 TO CONSENSUSDOCS® 410

STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER

(Where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price)

Pursuant to Section 3.2 of the Agreement dated 9/26/2025.between the Owner, Gunnison County, and the Design-Builder, Adena Corporation, for Gunnison Landfill Maintenance Building (the Project), the Owner and the Design-Builder desire to establish a Guaranteed Maximum Price (GMP) for the Work. Therefore, the Owner and the Design-Builder agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Design-Builder's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Design-Builder's Fee as set forth in Section 7.3, is One Million Five Hundred Seventy Six Thousand Eighty-Six Dollars ($1,576,086.00).

DESIGN-BUILDER'S Fee: Design-Builder's Fee shall be the cost of the work plus 5%

The GMP is for the performance of the Work in accordance with the documents listed below, which are part of the Agreement

Exhibit A x - Drawings and Specifications, including Addenda, if any, dated 9/26/2025, 1 page.
~~Exhibit B [_____] - Allowance Items, dated [_____], [_____] pages.~~
Exhibit C x - Assumptions and Clarifications, dated 9/26/2025, 1 page.
Exhibit D x - Schedule of Work, dated 9/26/2025, 2 pages.
~~Exhibit E [_____] - Alternate Prices, dated [_____] [_____] pages.~~
~~Exhibit F [_____] - Unit Prices, dated [_____], [_____] pages.~~
~~Exhibit G [_____] - Additional Services included, dated [_____], [_____] pages.~~

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is March 13, 2026.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is: April 13, 2026 or within Thirty (30) days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

This Amendment is entered into as of September 26, 2025.

ATTEST: _____

OWNER: Gunnison County

ConsensusDocs® 410.1 - Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Where the Basis of Payment is Cost of Work Plus a Fee with a GMP) - © 2011. THIS DOCUMENT MAY HAVE BEEN MODIFIED. The ConsensusDocs technology platform creates a redline comparison to the standard language which the purchaser of this contract is authorized to share for review purposes. Consultation with legal and insurance counsel are strongly encouraged. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.
CONTENT SECURE ID: C3C4A745-B601
CONTENT SECURE ID: 81AF727E-1A00

BY: _____

PRINT NAME: Laura Puckett Daniels PRINT TITLE: County Commissioner, Gunnison County

ATTEST: _____

DESIGN-BUILDER: Adena Corporation

BY: _____

PRINT NAME: Josh Darling PRINT TITLE: Senior Vice President, Adena Corporation

END OF DOCUMENT.

ConsensusDocs® 410.1 - Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Where the Basis of Payment is Cost of Work Plus a Fee with a GMP) - © 2011. THIS DOCUMENT MAY HAVE BEEN MODIFIED. The ConsensusDocs technology platform creates a redline comparison to the standard language which the purchaser of this contract is authorized to share for review purposes. Consultation with legal and insurance counsel are strongly encouraged. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.
CONTENT SECURE ID: C3C4A745-B601
CONTENT SECURE ID: 81AF727E-1A00

ADENA CORPORATION
1310 W. Fourth Street • Mansfield, OH 44906
P: 419-529-4456 • F: 419-529-4288
www.adenacorporation.com

Exhibit "A" Drawings and Specifications

Date: 9/26/2025

DRAWINGS — Gunnison County Landfill Maintenance Building

SHEET NUMBER	DESCRIPTION	DATE	Revisions
GENERAL			
G000	COVER SHEET	8/5/2025	
G101	CODE INFORMATION, OCCUPANCY AND LIFE SAFETY PLAN	8/5/2025	
G301	MOUNTING HEIGHTS, PARTITION DETAILS AND SCHEDULE	8/5/2025	
ARCHITECTRUAL			
A101	OVERALL NEW WORK FLOOR PLAN	8/5/2025	
A102	NEW WORK PLAN AND RCP-MEZZANINE	8/5/2025	
A103	NEW WORK PLAN - ROOF	8/5/2025	
A201	REFLECTED CEILING PLAN	8/5/2025	
A301	EXTERIOR ELEVATIONS	8/5/2025	
A401	BUILDING SECTIONS	8/5/2025	
A402	BUILDING SECTIONS	8/5/2025	
A451	EXTERIOR DETAILS	8/5/2025	
A452	FOUNDATION DETAILS	8/5/2025	
A701	INTERIOR ELEVATIONS	8/5/2025	
A702	INTERIOR ELEVATIONS	8/5/2025	
A801	INTERIOR DETAILS	8/5/2025	
A901	DOOR, WINDOW & FRAME SCHEDULES, TYPES, & DETAILS	8/5/2025	
I101	FINISH SCHEDULE, FLOOR AND WALL FINISH PLANS	8/5/2025	
CIVIL			
SP-01	SITE IMPROVEMENT PLAN	8/6/2025	
CG-01	GRADING & DRAINAGE PLAN	8/6/2025	
UT-01	UTILITY PLAN	8/6/2025	
DT-01	STANDARD DETAILS	8/6/2025	
ELECTRICAL			
E-S01	ELECTRICAL SITE PLAN	8/5/2025	
E-101	ELECTRICAL NEW WORK PLAN	8/5/2025	
E201	LIGHTING NEW WORK PLAN	8/5/2025	
E600	ELECTRICAL SCHEDULES	8/5/2025	
E601	ELECTRICAL SCHEDULES	8/5/2025	
E900	ELECTRICAL SPECIFICATIONS	8/5/2025	
MECHANICAL			
M50	MECHANICAL SPECIFICATIONS	8/5/2025	
M101	MECHANICAL NEW WORK PLAN	8/5/2025	
M600	MECHANICAL SYMBOLS AND SCHEDULES	8/5/2025	
PLUMBING			
P101	PLUMBING NEW WORK PLAN	8/5/2025	
P600	PLUMBING SYMBOLS AND SCHEDULES	8/5/2025	
STRUCTURAL			
S100	GENERAL NOTES	8/5/2025	
S101	SCHEDULES	8/5/2025	
S200	FOUNDATION PLAN	8/5/2025	
S201	MEZZANINE FRAMING PLAN	8/5/2025	
S202	ROOF FRAMING PLAN	8/5/2025	
S300	FOUNDATION SECTIONS	8/5/2025	
S301	FOUNDATION SECTIONS	8/5/2025	
S400	FRAMING SECTIONS	8/5/2025	

ADENA CORPORATION
1310 W. Fourth Street • Mansfield, OH 44906
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www.adenacorporation.com

Exhibit "C" Gunnison County Landfill Maintenance Building

Date: 9/26/2025

Assumptions and Clarifications
1.) We have EXCLUDED any local & State building permits and inspection costs, with the exception of Electrical and Plumbing.
2.) We have EXCLUDED any fees or costs for Internet provider and Telephone service.
3.) We have EXCLUDED all work associated with the Geothermal Heat system, including drilling, excavation, piping, and equipment.
4.) We have EXCLUDED all HVAC work including all mechanical and fans.
4.) We have EXCLUDED any weld inspections.
5.) We have EXCLUDED any costs associated with temporary power and gas required during construction.
6.) We have EXCLUDED Dumpsters (construction trash shall be placed at the construction site. Removed by others.
7.) We have EXCLUDED any signage. (interior and exterior).
8.) We have EXCLUDED any Temporary Construction Fencing.
9.) We have EXCLUDED any landscape, seeding/sod, and irrigation .
11.) We have EXCLUDED all cost associated with electrical service by GCEA
17.) We have EXCLUDED A Water Well
12.) We have EXCLUDED Sales Tax.
13.) We have INCLUDED For Concrete Testing: One (1) for foundations, One (1) for Slab on Grade, One (1) Soil Compaction Test
14.) We have INCLUDED a Construction Contingency of 5%.
15.) We have INCLUDED a Performance Bond.
16.) We have INCLUDED Builder's Risk.
17.) We have INCLUDED our 5% FEE

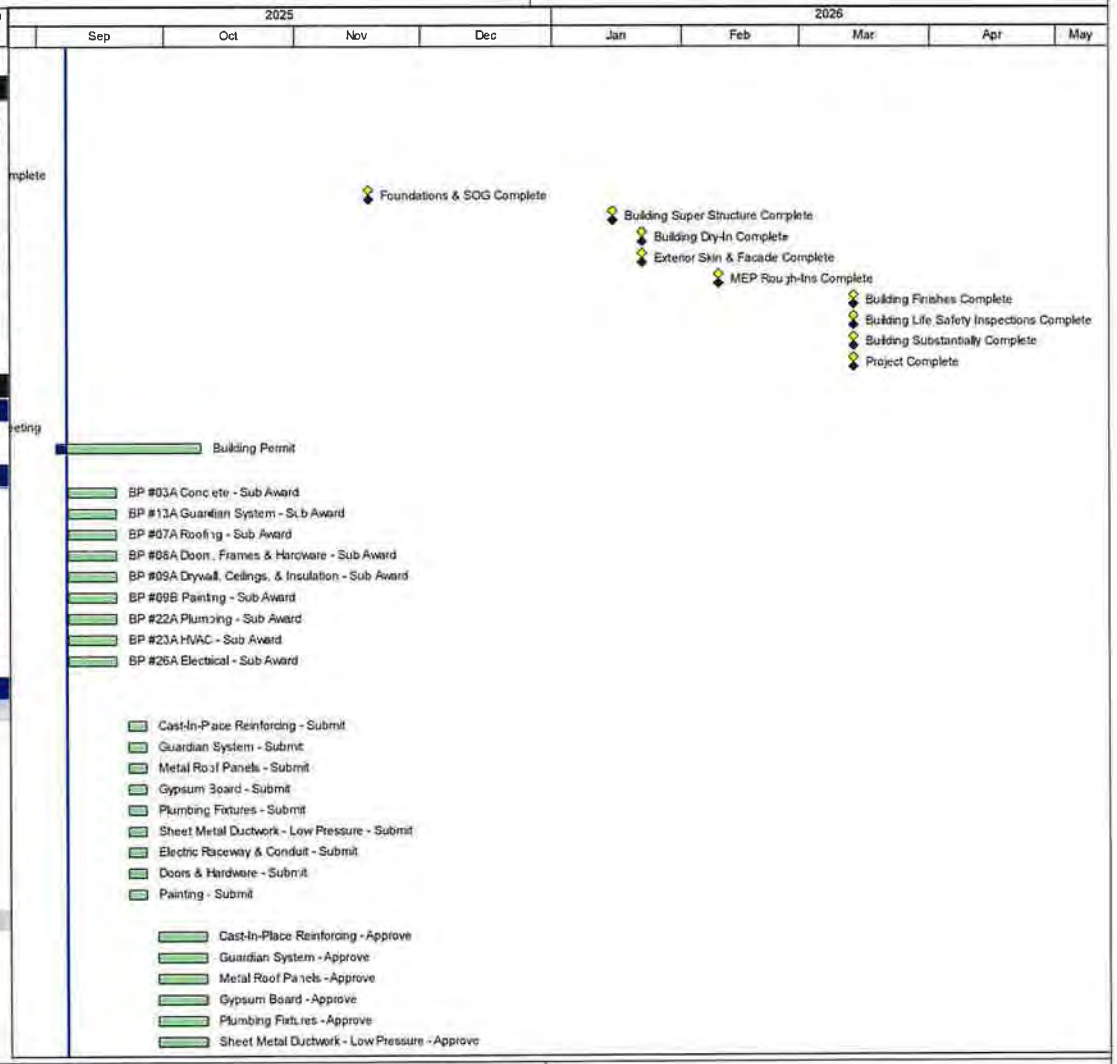
Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
◆ Baseline Milestone
◇ Milestone

Gunnison Landfill Baseline Schedule
- Project Baseline Schedule -

Data Date: 08-Sep-25

ADENA CORPORATION

Activity ID	Activity Name	Orig Dur	Current Start	Current Finish
Gunnison Landfill Baseline Schedule				
Milestone Activities				
M100	Selection of CM/GC	0		10-Mar-25 A
M110	Execution of IGMP Agreement & NTP	0		28-Apr-25 A
M200	GMP Agreement with CM/GC	0		27-Jun-25 A
M210	Design Phase Complete	0		31-Jul-25 A
M120	Foundations & SOG Complete	0		18-Nov-25
M130	Building Super Structure Complete	0		15-Jan-26
M140	Building Dry-In Complete	0		22-Jan-26
M150	Exterior Skin & Facade Complete	0		22-Jan-26
M160	MEP Rough-Ins Complete	0		09-Feb-26
M170	Building Finishes Complete	0		13-Mar-26
M180	Building Life Safety Inspections Complete	0		13-Mar-26
M190	Building Substantially Complete	0		13-Mar-26*
M900	Project Complete	0		13-Mar-26
Preconstruction				
Design & Permitting				
DES-100	Project Design Meeting	20	24-Jun-25 A	31-Jul-25 A
PERMIT5000	Building Permit	25	05-Sep-25 A	09-Oct-25
Subcontractor Award				
AWD#03A	BP #03A Concrete - Sub Award	10	08-Sep-25	19-Sep-25
AWD#13A	BP #13A Guardian System - Sub Award	10	08-Sep-25	19-Sep-25
AWD#07A	BP #07A Roofing - Sub Award	10	08-Sep-25	19-Sep-25
AWD#08A	BP #08A Doors, Frames & Hardware - Sub Award	10	08-Sep-25	19-Sep-25
AWD#09A	BP #09A Drywall, Ceilings, & Insulation - Sub Award	10	08-Sep-25	19-Sep-25
AWD#09B	BP #09B Painting - Sub Award	10	08-Sep-25	19-Sep-25
AWD#22A	BP #22A Plumbing - Sub Award	10	08-Sep-25	19-Sep-25
AWD#23A	BP #23A HVAC - Sub Award	10	08-Sep-25	19-Sep-25
AWD#26A	BP #26A Electrical - Sub Award	10	08-Sep-25	19-Sep-25
Material Procurement				
Submittal Activities				
SUB 033000.00	Cast-In-Place Reinforcing - Submit	5	22-Sep-25	26-Sep-25
SUB 133419.00	Guardian System - Submit	5	22-Sep-25	26-Sep-25
SUB 074113.00	Metal Roof Panels - Submit	5	22-Sep-25	26-Sep-25
SUB 092900.00	Gypsum Board - Submit	5	22-Sep-25	26-Sep-25
SUB 224213.00	Plumbing Fixtures - Submit	5	22-Sep-25	26-Sep-25
SUB 233110.00	Sheet Metal Ductwork - Low Pressure - Submit	5	22-Sep-25	26-Sep-25
SUB 260534.00	Electric Raceway & Conduit - Submit	5	22-Sep-25	26-Sep-25
SUB 087100.00	Doors & Hardware - Submit	5	22-Sep-25	26-Sep-25
SUB 099123.00	Painting - Submit	5	22-Sep-25	26-Sep-25
Approval Activities				
APP 033000.00	Cast-In-Place Reinforcing - Approve	10	29-Sep-25	10-Oct-25
APP 133419.00	Guardian System - Approve	10	29-Sep-25	10-Oct-25
APP 074113.00	Metal Roof Panels - Approve	10	29-Sep-25	10-Oct-25
APP 092900.00	Gypsum Board - Approve	10	29-Sep-25	10-Oct-25
APP 224213.00	Plumbing Fixtures - Approve	10	29-Sep-25	10-Oct-25
APP 233110.00	Sheet Metal Ductwork - Low Pressure - Approve	10	29-Sep-25	10-Oct-25



Activity ID	Activity Name	Org Dur	Current Start	Current Finish
APP 260534.00	Electric Raceway & Conduit - Approve	10	29-Sep-25	10-Oct-25
APP 087100.00	Doors & Hardware - Approve	10	29-Sep-25	10-Oct-25
APP 099123.00	Painting - Approve	10	29-Sep-25	10-Oct-25
Fabrication and Delivery Activities				
F&D 133419.00	Guardian System - Fab&Delv	30	13-Oct-25	21-Nov-25
F&D 074113.00	Metal Roof Panels - Fab&Delv	20	13-Oct-25	07-Nov-25
F&D 092900.00	Gypsum Board - Fab&Delv	10	13-Oct-25	24-Oct-25
F&D 224213.00	Plumbing Fixtures - Fab&Delv	25	13-Oct-25	14-Nov-25
F&D 233110.00	Sheet Metal Ductwork - Fab&Delv	10	13-Oct-25	24-Oct-25
F&D 260534.00	Electric Raceway & Conduit - Fab&Delv	15	13-Oct-25	31-Oct-25
F&D 081416.00	Doors & Hardware - Fab&Delv	30	13-Oct-25	21-Nov-25
F&D 099123.00	Painting - Fab&Delv	15	13-Oct-25	31-Oct-25
Construction Activities				
Site Work				
312500.00	Mobilize & Install Erosion Control	2	13-Oct-25*	14-Oct-25
312200.00	Site Grading	3	16-Oct-25	20-Oct-25
312201.00	Fine Grade Building Pad	2	21-Oct-25	23-Oct-25
331000.00	Run Site Utilities to Building	3	24-Oct-25	28-Oct-25
017700.10	Site Punch	5	23-Jan-26	02-Feb-26
Building Structure & Envelope				
033000.00	Excavate, Form & Pour Foundations	15	24-Oct-25	18-Nov-25
260543.00	Install Underground Electric	3	20-Nov-25	24-Nov-25
221116.00	Install Underground Plumbing	8	20-Nov-25	05-Dec-25
033001.00	Prep & Pour SOG	5	08-Dec-25	18-Dec-25
052100.00	Install Guardian System Structure	10	19-Dec-25	15-Jan-26
074113.00	Install Metal Roof Panels	5	12-Jan-26	22-Jan-26
085113.00	Install Windows	2	15-Jan-26	19-Jan-26
083320.00	Install Overhead Coiling Doors	5	16-Jan-26	26-Jan-26
Building Interior Rough & Finishes				
054000.00	Office Walls Layout & Framing	5	23-Jan-26	29-Jan-26
233100.00	Install HVAC Overhead Rough	5	23-Jan-26	29-Jan-26
221005.00	Install Plumbing Overhead Rough	3	23-Jan-26	27-Jan-26
INSP221006.00	Overhead Plumbing Inspections	1	28-Jan-26	28-Jan-26
260533.00	Install Electric Overhead Rough	3	30-Jan-26	03-Feb-26
221006.00	Install Plumbing Wall Rough Ins	3	30-Jan-26	03-Feb-26
260534.00	Install Electric Wall Rough Ins	3	04-Feb-26	06-Feb-26
INSP221005.00	Plumbing Wall Rough Inspections	1	04-Feb-26	04-Feb-26
INSP260533.00	Electric Wall Rough Inspections	1	09-Feb-26	09-Feb-26
092900.00	Hang & Finish Drywall	5	10-Feb-26	16-Feb-26
265100.00	Install Light Fixtures & Devising	5	17-Feb-26	23-Feb-26
232119.00	Install GRDs	5	17-Feb-26	23-Feb-26
102600.00	Install Liner Panels	5	17-Feb-26	23-Feb-26
099000.00	Apply Primer & 1st Coats of Paint	5	24-Feb-26	02-Mar-26
INSP260534.00	Overhead Electric Inspections	1	24-Feb-26	24-Feb-26
INSP233100.00	Overhead HVAC Inspections	1	24-Feb-26	24-Feb-26
INSP052100.00	Overhead Structural Inspections	1	25-Feb-26	25-Feb-26
0177010.00	Final Cleaning/Punch List	10	02-Mar-26	13-Mar-26
099001.00	Final Paint	5	03-Mar-26	09-Mar-26
087100.00	Install Doors & Hardware	3	09-Mar-26	11-Mar-26
224000.00	Install New Plumbing Fixtures	3	10-Mar-26	12-Mar-26
017700.00	Final Inspections/Life Safety	1	13-Mar-26	13-Mar-26
102800.00	Install Restroom Accessories	1	13-Mar-26	13-Mar-26

GUNNISON LANDFILL MAINTENANCE BUILDING

1000 County Road 42C Gunnison, CO 81230

PREPARED FOR:

Gunnison County
200 E. Virginia
Gunnison, CO 81230

PREPARED BY:

PROJECT ARCHITECTS:

WELLOGY

6767 LONGSHORE STREET, SUITE 540
DUBLIN, OH 43017
T-614.785.0505

MEP ENGINEER:

M-ENGINEERING

750 BROOKSEDGE BLVD
WESTERVILLE, OH 43081
T-614.423.4639

DRAWING INDEX

SHEET NUMBER	SHEET NAME
G00	COVER SHEET
G101	CODE INFORMATION, OCCUPANCY AND LIFE SAFETY PLAN
G301	MOUNTING HEIGHTS, PARTITION DETAILS AND SCHEDULE
S100	GENERAL NOTES
S101	SCHEDULES
S200	FOUNDATION PLAN
S201	MEZZANINE FRAMING PLAN
S202	ROOF FRAMING PLAN
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A101	OVERALL NEW WORK FLOOR PLAN
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A402	BUILDING SECTIONS
A451	EXTERIOR DETAILS
A452	FOUNDATION DETAILS
A701	INTERIOR ELEVATIONS
A702	INTERIOR ELEVATIONS
A801	INTERIOR DETAILS
A901	DOOR, WINDOW & FRAME SCHEDULES, TYPES, & DETAILS
I101	FINISH SCHEDULE, FLOOR AND WALL FINISH PLANS
P101	PLUMBING NEW WORK PLAN
P600	PLUMBING SYMBOLS AND SCHEDULES
M50	MECHANICAL SPECIFICATIONS
M101	MECHANICAL NEW WORK PLAN
M600	MECHANICAL SYMBOLS AND SCHEDULES
E-S01	ELECTRICAL SITE PLAN
E101	ELECTRICAL NEW WORK PLAN
E201	LIGHTING NEW WORK PLAN
E600	ELECTRICAL SCHEDULES
E601	ELECTRICAL SCHEDULES
E900	ELETRICAL SPECIFICATIONS

SYMBOLS LEGEND

- XXX / XXX — ROOM NAME & NUMBER
- 101 — DOOR NO.
- 0 A3A — INTERIOR PARTITION TYPE
- X / AX.X — SECTION OR ELEVATION REFERENCED TO DRAWINGS
- X / AX.X — DETAIL REFERENCED TO DRAWINGS. EXAMPLE: DETAIL 1 ON DWG A5.6
- WORK POINT OR FLOOR ELEVATION
- 1 — CODED NOTES (SYMBOL WITH NUMBER)
- X — WINDOW MARKER (SYMBOL WITH LETTER)
- X — REVISIONS (ISSUE)
- X — COLUMN LINE
- X / AX.X — INTERIOR ELEVATION MARKER
- X / AX.X — BUILDING ELEVATION MARKER

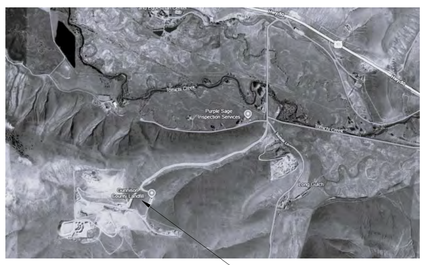
MATERIALS LEGEND

- PLYWOOD
- RIGID INSULATION.
- INSULATION-BATT OR BLANKET
- EARTH (FILL)
- EARTH (UNDISTURBED)
- GRANULAR FILL
- POURED CONCRETE
- BRICK
- GRANITE OR MARBLE
- STEEL
- WOOD FRAMING OR BLOCKING
- FINISHED WOOD
- GYPSUM BOARD
- CONC. MASONRY UNITS

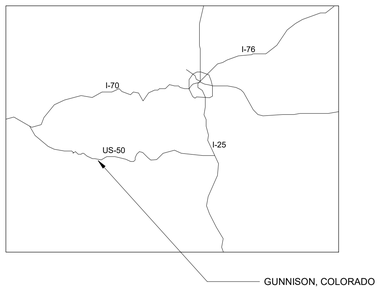
GENERAL NOTES

1. REFER TO THIS SHEET FOR THE MATERIAL AND SYMBOLS INDICATION KEY.
2. ALL WORK SHALL PERFORMED IN STRICT COMPLIANCE WITH ALL GOVERNING CODES AND STANDARDS.
3. IN THE EVENT THAT A CONFLICT OR AMBIGUITY EXISTS WITHIN THE CONTRACT DOCUMENTS, INCLUDING BETWEEN TRADES AND BETWEEN THE DRAWINGS AND SPECIFICATIONS, THE CONTRACTOR SHALL (1) INCLUDE THE HIGHEST QUALITY AND LARGEST QUANTITY IN THEIR BID AND (2) CONSULT THE ARCHITECT FOR CLARIFICATION PRIOR TO BEGINNING THEIR WORK.
4. COORDINATE ALL WORK BETWEEN ALL TRADES PRIOR TO PROCEEDING WITH WORK.
5. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL CONDITIONS PRIOR TO PROCEEDING WITH ANY WORK. ALL DISCREPANCIES BETWEEN FIELD CONDITIONS AND DRAWINGS SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH ANY WORK.
6. **DO NOT SCALE DRAWINGS**. IF DIMENSIONS CAN NOT BE OBTAINED BASED ON THE DRAWING INFORMATION, CONSULT THE ARCHITECT FOR CLARIFICATION.
7. INTERIOR DIMENSIONS ON FLOOR PLANS ARE TO FACE OF WALLBOARD OR MASONRY, UNLESS NOTED OTHERWISE. EXTERIOR DIMENSIONS ARE TO FACE OF EXTERIOR SHEATHING OR MASONRY, UNLESS NOTED OTHERWISE.
8. ALL DIMENSIONS SHOWN ON PLANS FOR MASONRY OR CONCRETE WALLS ARE TO THE FACE OF MASONRY OR THE FACE OF CONCRETE, UNLESS NOTED OTHERWISE.
9. SEPARATE ALL DISSIMILAR MATERIALS AS REQUIRED TO PREVENT CORROSION AS RECOMMENDED BY THE RESPECTIVE PRODUCT MANUFACTURER.
10. MASONRY OPENINGS ON FLOOR PLANS AND PLAN DETAILS ARE NOMINAL.
11. ALL INTERIOR MASONRY LEFT EXPOSED SHALL HAVE BULL NOSED OUTSIDE CORNERS, UNLESS OTHERWISE NOTED.
12. REFER TO PLUMBING, FIRE PROTECTION, HVAC AND ELECTRICAL DOCUMENTS FOR INFORMATION PERTAINING TO THOSE RESPECTIVE TRADES. FIELD VERIFY AND COORDINATE PLACEMENT OF ALL RESPECTIVE MEP FIXTURES, AND REPORT ANY AND ALL DISCREPANCIES TO THE ARCHITECT PRIOR TO PROCEEDING WITH WORK.
13. REFER TO PLUMBING, FIRE PROTECTION, HVAC AND ELECTRICAL DOCUMENTS FOR LOCATION AND NUMBER OF ALL REQUIRED WALL AND/OR CEILING ACCESS PANELS. CLARIFY WITH THE ARCHITECT THE EXACT LOCATION OF ALL ACCESS PANELS INDICATED ON THE PLUMBING, FIRE PROTECTION, HVAC AND ELECTRICAL DOCUMENTS, BUT NOT SHOWN ON THE ARCHITECTURAL DOCUMENTS.

LOCATION MAP



VICINITY MAP



REVISIONS

NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230
Gunnison County
200 E. Virginia
Gunnison, CO 81230

COMM. NO. 25043
PHASE: PERMIT SET
DATE: 08/05/25

tel 614 785.0505
wellogy designing for life
1466 Manning Parkway • Powell, OH 43065
www.wellogydesign.com

SHEET TITLE: COVER SHEET

SHEET NO.: G00

CODE SUMMARY

BUILDING DEPARTMENT JURISDICTION:

GUNNISON COUNTY BUILDING DEPARTMENT
221 W. WISCONSIN STREET
GUNNISON, CO 81230
PHONE: 970.641.0360

APPLICABLE CODES:

2021 INTERNATIONAL BUILDING CODE (IBC)
2021 INTERNATIONAL MECHANICAL CODE
2021 INTERNATIONAL PLUMBING CODE
2021 INTERNATIONAL FUEL GAS CODE
COUNTY OF GUNNISON LOCAL AMENDMENTS
ICC/ANSI A117.1 ACCESSIBLE AND USABLE BUILDING FEATURES

PROJECT DESCRIPTION:

NEW CONSTRUCTION OF A VEHICLE STORAGE BUILDING FOR THE GUNNISON COUNTY LANDFILL.

CHAPTER 3: USE AND OCCUPANCY

USE GROUP	DESCRIPTION OF OCCUPANCY	PROPOSED SQ FT	SECTION
S-1	MODERATE-HAZARD STORAGE	3,275 SF	311.2
TOTAL		3,275 GSF	

CHAPTER 5: GENERAL BUILDING HEIGHTS AND AREAS

CONSTRUCTION TYPE:	TYPE V-B	
ALLOWABLE AREA:	9,000 SF	TABLE 506.2
ACTUAL FLOOR AREA (PROPOSED):	3,275 SF	
HEIGHT:	25' (40' ALLOWED)	TABLE 504.3
STORIES:	1 (1 ALLOWED)	TABLE 504.4

CHAPTER 6: TYPES OF CONSTRUCTION

FIRE RESISTIVE RATING REQUIREMENTS FOR BUILDING ELEMENTS

BUILDING ELEMENT	RATING (HRS)	SECTION
STRUCTURAL FRAME	0	TABLE 601
EXTERIOR BEARING WALLS	0	TABLE 601
INTERIOR BEARING WALLS	0	TABLE 601
EXTERIOR NONBEARING WALLS AND PARTITIONS	0	
INTERIOR NONBEARING WALLS AND PARTITIONS	0	TABLE 601
FLOOR CONSTRUCTION	0	TABLE 601
ROOF CONSTRUCTION	0	TABLE 601

CHAPTER 7: FIRE & SMOKE PROTECTION FEATURES

EXTERIOR WALL FIRE-RESISTANCE REQUIREMENTS BASED UPON SEPARATION DISTANCE

	RATING (HRS)	SECTION
DISTANCE > 30'-0"	0	TABLE 705.5

CHAPTER 8: INTERIOR FINISHES

EXIT ENCLOSURES AND PASSAGEWAYS	CLASS B**	TABLE 803.13
CORRIDORS	CLASS B**	TABLE 803.13
ROOMS AND ENCLOSED SPACES	CLASS C***	TABLE 803.13

* FLAME SPREAD 0-25, SMOKE DEVELOPED 0-450
** FLAME SPREAD 26-75, SMOKE DEVELOPED 0-450
*** FLAME SPREAD 76-200, SMOKE DEVELOPED 0-450

CHAPTER 9: FIRE PROTECTION SYSTEMS

	REQUIREMENT	SECTION
AUTOMATIC SPRINKLERS SYSTEMS:	NOT REQUIRED	903.2.9
FIRE ALARM PROTECTION SYSTEM:	REQUIRED	907.2.10

CHAPTER 10: MEANS OF EGRESS

MINIMUM EXIT WIDTH:		
STAIRWAYS 0.3 X ###	NA	
EGRESS COMPONENTS 0.2 X 16	3.2" (NON-GOVERNING)	
MINIMUM NUMBER OF EXITS:	2	TABLE 1006.3.3
COMMON PATH OF EGRESS TRAVEL:	75'-0"	TABLE 1006.2.1
EXIT ACCESS TRAVEL DISTANCE:	200'-0"	TABLE 1017.2
CORRIDOR WIDTH:	36"	1020.3
DEAD ENDS: (NOT TO EXCEED)	20'-0"	1020.5
AUCTUAL OCCUPANCY CALCULATION:	SEE PLANS	

CHAPTER 11: ACCESSIBILITY

	REQUIREMENT	SECTION
AUTOMATIC DOORS:	NO	1105.1.1
PUBLIC ENTRANCES:	60% (1 MIN.) REQ'D	1105.1

CHAPTER 29: PLUMBING SYSTEMS

Table 2902.1 - Minimum Number of Required Fixtures

Occupancy	Water Closets		Lavatories		Baths / Showers	Drinking Fountains	Other
	Men	Women	Men	Women			
S-1	1/100		1/100		-	1/1000	1 service sink
16	1		1		-	1	1
Total Req:	Water Closets		Lavatories		n/a	Drinking Fount.	Other
			1		0	1	1 service sink
Total Provided:			1		0	0	1

ENERGY CODE COMPLIANCE

*Refer to current IECC for information. Chapter 301.1 for climate zone, chapter 402.13 for commercial space reqs.

CLIMATE ZONE		7	
CONDITIONED SPACE REQUIREMENTS		REQUIRED	PROVIDED
WALLS	(METAL BUILDING)	R13 + R17ci	R35 ci
ROOF	(METAL BUILDING)	R30 + R11 LS	R54 ci
SLAB	(UNHEATED)	R20	R20

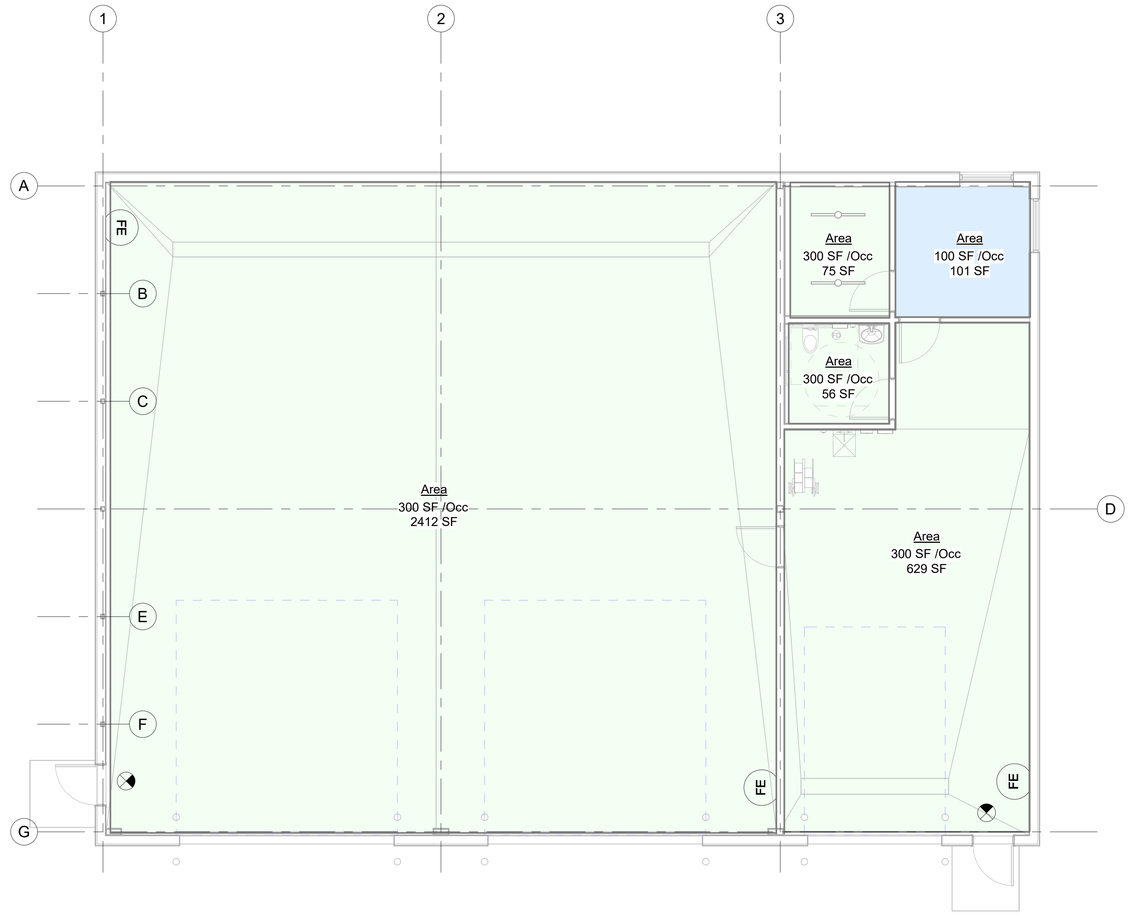
*4" RIGID (R-20) INSULATION PROVIDED AT PERIMETER OF FOUNDATIONS

OCCUPANT LOAD

FUNCTION OF SPACE	AREA	OCCUPANTS: OCCUPANT LOAD FACTOR	OCCUPANTS: TOTAL OCCUPANT LOAD
T.O. FOUNDATION			
Accessory storage areas, mechanical equipment room	3172 SF	300 SF	14
Business Areas	101 SF	100 SF	2
	3273 SF		16

FUNCTION OF SPACE LEGEND

- Accessory storage areas, mechanical equipment room
- Business Areas



A FIRST FLOOR - OCCUPANCY AND LIFE SAFETY PLAN

N

0 8' - 0" 16' - 0" 24' - 0"

REVISIONS		
NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230

Gunnison County
200 E. Virginia
Gunnison, CO 81230

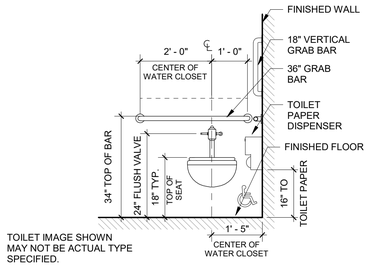
tel 614 785.0505
wellogy designing for life
6767 Longshore Street, Suite 540 • Dublin, OH 43017
www.wellogydesign.com

COMM. NO. 25043
PHASE: PERMIT SET
DATE: 08/05/25

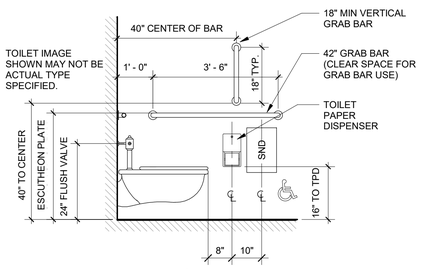
SHEET TITLE: CODE INFORMATION, OCCUPANCY AND LIFE SAFETY PLAN

SHEET NO.: G101

ACCESSIBLE TOILET COMPARTMENT



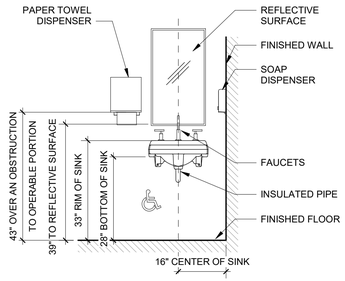
FRONT



SIDE

WATER CLOSETS

WALL MOUNTED SINK



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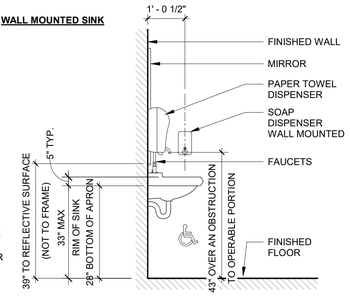
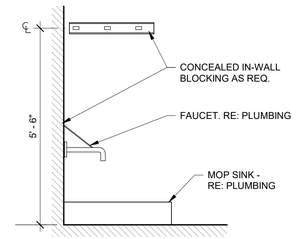


SIDE

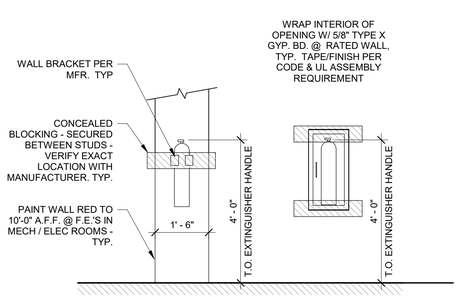
MOPSINKS



MOP SINK / HOLDER

MOUNT THE MOP HOLDER ABOVE THE MOP SINK SO THE MOPS DRIP INTO THE SINK. MOUNT THE MOP HOLDER ON ADJACENT SIDE OF THE MOP SINK SO MOPS DO NOT CONFLICT WITH THE FAUCET & CONTROLS

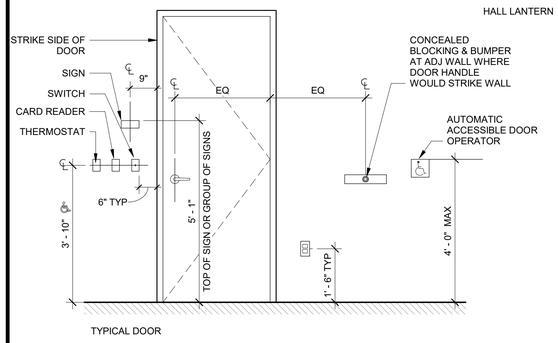
LAVATORIES



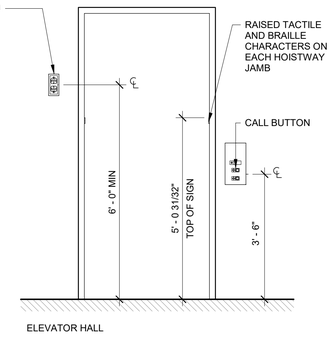
WALL MOUNTED (F.E. DESIGNATED ON PLAN)

FIRE EXTINGUISHER & CABINET (F.E.C. DESIGNATED ON PLAN)

FIRE EXTINGUISHERS

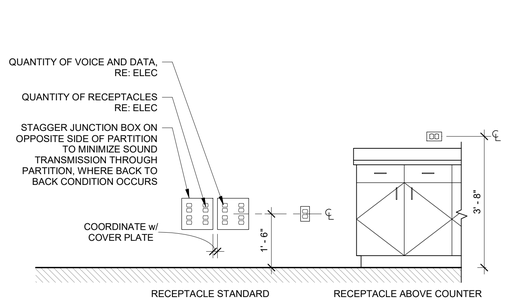


TYPICAL DOOR

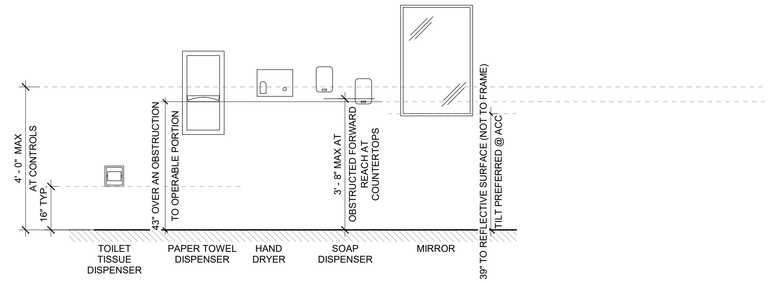


ELEVATOR HALL

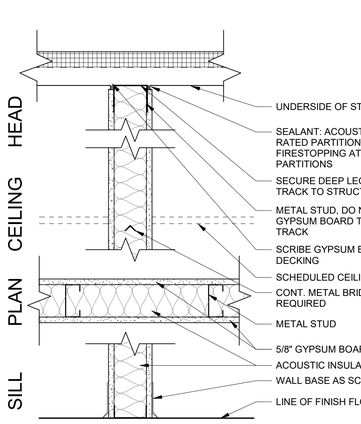
DEVICES & SIGNAGE



ELECTRICAL

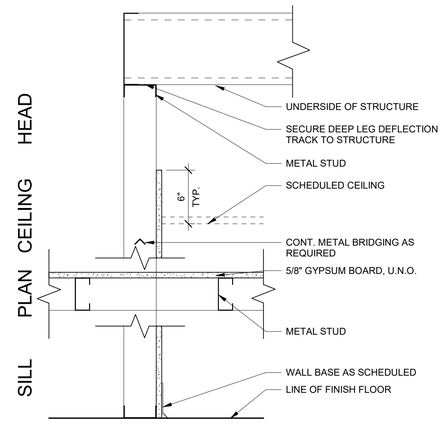


OTHER ACCESSORIES



A PARTITION - SERIES A

0 0' - 6" 1' - 0" 1' - 6"



B PARTITION - SERIES D

0 0' - 6" 1' - 0" 1' - 6"

PARTITION LEGEND

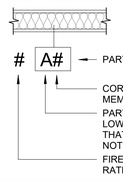
FIRE RATING						
ASSEMBLY	# HR OR S - SMOKE	TYPE	DETAIL	STC	WIDTH	COMMENTS
		A3	A/G301		4 7/8"	
		a3	A/G301		4 7/8"	NO INSULATION
		A6	A/G301		7 1/4"	
		a6	A/G301		7 1/4"	NO INSULATION
		d3	B/G301		4 1/4"	NO INSULATION

TYPICAL PARTITION NOTES

1. COMPLY WITH SPECIFICATIONS AND MANUFACTURER'S LIMITING HEIGHT/SPAN/LOAD TABLES FOR METAL STUD SIZES AND GAUGES, STUDS TO BE MINIMUM 20 GAUGE (OR EQUIVALENT), UNLESS NOTED OTHERWISE.
2. ALL GYPSUM BOARD TO BE 5/8" THICKNESS, UNLESS OTHERWISE NOTED. ALL RATED PARTITIONS TO BE 5/8" TYPE-X GYPSUM BOARD.
3. WALL AND CEILING ON-CENTER SPACING OF METAL STUDS SHALL NOT EXCEED 24", UNLESS NOTED OTHERWISE.
4. WALL ON-CENTER SPACING OF WOOD STUDS SHALL NOT EXCEED 16", UNLESS NOTED OTHERWISE.
5. CONFIRM PARTITION RATINGS AND OPENING PROTECTIONS WITH LIFE SAFETY PLANS. WHERE ANY FIRE-RATED WALL PARTITION INTERSECTS WITH NON-RATED OR LOWER RATED PARTITIONS THE HIGHEST RATED PARTITION SHALL BE MAINTAINED AND CONTINUE THROUGH THE INTERSECTION.
6. PENETRATIONS THROUGH FIRE RATED PARTITIONS SHALL CONTAIN CONTINUOUS FIRESTOPPING.
7. PENETRATIONS THROUGH PARTITIONS WITH ACOUSTIC BATTS SHALL CONTAIN CONTINUOUS ACOUSTICAL SEALANT.
8. ALL FIRE RATED PARTITIONS SHALL EXTEND TO THE UNDERSIDE OF STRUCTURE, OR FIRE RATED HORIZONTAL ASSEMBLY, AS REQUIRED.
9. ALL PARTITIONS TO BE BUILT AS SHOWN OR DETAILED. UPON COORDINATION WITH DIFFERENT TRADE CONTRACTORS, AT NO COST TO THE OWNER, BUILD WALLS WITH THICKNESS NECESSARY TO ADEQUATELY COVER PIPING, CONDUITS, ETC. NOTIFY ARCHITECT WITH ANY SUCH NEED TO INCREASE THICKNESS PRIOR TO PROCEEDING.
10. ALL WOOD AND PLYWOOD BLOCKING SHALL BE FIRE RETARDANT TREATED (FRT), UNLESS NOTED OTHERWISE.
11. INSTALL CEMENT BOARD OF THE SAME THICKNESS AS ORIGINAL DESIGNATED GYPSUM BOARD AT ALL LOCATIONS WHERE WALL TILE IS SPECIFIED. REFER TO INTERIOR ELEVATIONS & FINISH SCHEDULE.
12. ALL FURRING MUST BE BRACED TO ADJACENT STRUCTURE.
13. CONTROL JOINTS IN GYPSUM BOARD PARTITIONS SHALL BE LOCATED WHERE:
    - A. PARTITIONS OR FURRING ABUTS A STRUCTURAL ELEMENT, DISSIMILAR WALL OR CEILING.
    - B. CEILING ABUTS A STRUCTURAL ELEMENT, DISSIMILAR WALL OR PARTITION OR OTHER VERTICAL PENETRATION.
    - C. A PARTITION OR FURRING RUN THAT EXCEEDS 30'-0". IF THERE IS A DOOR OPENING IN THE 30'-0" RUN, LOCATE THE CONTROL JOINT AT BOTH SIDES OF THE JAMB FROM THE HEAD OR DOOR TO THE TOP OF THE PARTITION.

INTERIOR PARTITION KEY

PARTITION EXAMPLE



FIRE RESISTANCE RATING

RATING	DESCRIPTION
	NO RATING
1	1 HOUR PARTITION
2	2 HOUR PARTITION
3	3 HOUR PARTITION
S	SMOKE PARTITION
1A	1 HOUR FIRE BARRIER
1B	1 HOUR BEARING WALL / SMOKE BARRIER
1S	1 HOUR SMOKE BARRIER
2A	2 HOUR FIRE BARRIER
2S	2 HOUR SMOKE BARRIER

CORE FRAMING MEMBER

#	METAL	#	WOOD	#	MASONRY
0	N/A	0	N/A	0	N/A
1	N/A	1	N/A	1	N/A
2	N/A	2	N/A	2	N/A
3	3 5/8" METAL STUD	3	N/A	3	N/A
4	N/A	4	N/A	4	N/A
6	6" METAL STUD	6	N/A	6	N/A
8	8" METAL STUD	8	N/A	8	N/A
9	N/A	9	N/A	9	N/A
10	N/A	10	N/A	10	N/A
12	N/A	12	N/A	12	N/A

MOUNTING HEIGHTS NOTES

1. CONTRACTORS TO VERIFY THAT ALL ACCESSORIES ARE MOUNTED AT ADA COMPLIANT HEIGHT AND PER MANUFACTURER'S RECOMMENDATIONS. CONSULT THE ARCHITECT FOR ANY CLARIFICATION NEEDED.
2. GENERAL CONTRACTOR TO PROVIDE FIRE TREATED WOOD BLOCKING FOR ALL ACCESSORIES PER MANUFACTURER'S RECOMMENDATIONS.
3. SIMILAR ACCESSORIES ARE TO BE MOUNTED AT CONSISTANT HEIGHTS THROUGHOUT THE ENTIRE PROJECT.
4. WHERE ACCESSORIES ARE ADJACENT TO ONE ANOTHER, MOUNT SO THAT TOP OF ACCESSORIES ALIGN WHERE POSSIBLE.

REVISIONS

NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230

Gunnison County
200 E. Virginia
Gunnison, CO 81230

COMM. NO. 25043

PHASE: PERMIT SET

DATE: 08/05/25

tel 614 785.0505
wellogy designing for life
6767 Longshore Street, Suite 540 • Dublin, OH 43017
www.wellogydesign.com

SHEET TITLE: MOUNTING HEIGHTS, PARTITION DETAILS AND SCHEDULE

SHEET NO.: G301

GENERAL CONDITIONS:

1. THE GENERAL STRUCTURAL NOTES ARE INTENDED TO AUGMENT THE DRAWINGS AND SPECIFICATIONS. SHOULD CONFLICTS EXIST BETWEEN THE DRAWINGS, SPECIFICATIONS AND THE GENERAL STRUCTURAL NOTES, THE STRICTEST PROVISION SHALL GOVERN.
2. COORDINATE WITH ALL DRAWINGS FOR PERTINENT INFORMATION RELATED TO STRUCTURAL WORK. ANY CHANGES TO THE STRUCTURAL SYSTEM SHALL BE REDESIGNED BY A PROFESSIONAL ENGINEER AT NO COST TO THE OWNER OR A/E AND SUBMITTED TO THE A/E FOR REVIEW. SUBMITTAL SHALL BE ACKNOWLEDGED IN WRITING BEFORE BEGINNING CONSTRUCTION.
3. EQUIPMENT FRAMING LOADS, OPENINGS AND STRUCTURE IN ANY WAY RELATED TO HVAC, PLUMBING, PROCESS OR ELECTRICAL REQUIREMENTS ARE SHOWN FOR BIDDING PURPOSES ONLY. CONTRACTORSHALL OBTAIN APPROVAL OF THE INVOLVED TRADES BEFORE PROCEEDING WITH SUCH PORTION OF THE WORK. EXCESS COST RELATED TO VARIATION IN THESE REQUIREMENTS SHALL BE BORNE BY THE APPROPRIATE CONTRACTOR.
4. THE STRUCTURE IS DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE BUILDING IS FULLY COMPLETED. IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE BUILDING AND ITS COMPONENT PARTS DURING ERECTION. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, GUYS OR TIE-DOWNS THAT MAY BE NECESSARY. THE CONTRACTOR SHALL SUPPORT, BRACE AND SECURE THE STRUCTURE AS REQUIRED. CONTRACTOR SHALL SUPPORT, BRACE AND SECURE THE STRUCTURE AS REQUIRED. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SAFTEY OF THE EXISTING BUILDING DURING CONSTRUCTION.
5. IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW ALL APPLICABLE SAFETY CODES AND REGULATIONS DURING ALL PHASES OF CONSTRUCTION.
6. SEE ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS NOT SHOWN ON STRUCTURAL DRAWINGS. ALL DIMENSIONS AND ELEVATIONS SHOWN ON THE STRUCTURAL DRAWINGS SHALL BE VERIFIED BY THE CONTRACTOR AND SHALL CONFORM TO THOSE SHOWN ON THE ARCHITECTURAL DRAWINGS. REPORT ALL DISCREPANCIES TO A/E FOR RESOLUTION BEFORE PROCEEDING.
7. FIELD VERIFY ALL EXISTING DIMENSIONS WHICH AFFECT NEW CONSTRUCTION PRIOR TO FINAL DETAILING AND FABRICATION OF NEW STRUCTURAL ELEMENTS.
8. EXISTING CONDITIONS: DETAILS OF CONNECTIONS OF NEW TO EXISTING ARE FOR GENERAL INTENT ONLY. CONTRACTOR SHALL EXPOSE EXISTING CONDITIONS TO VIEW FOR REVIEW PRIOR TO ORDERING ANY MATERIALS FOR WORK WITH THE NEW CONNECTIONS. DETAILS SHOWN ARE BASED ON ASSUMTIONS AND WILL BE SUBJECT TO CHANGE BASED UPON ACTUAL FIELD CONDITIONS. A/E SHALL NOT BE RESPONSIBLE FOR MATERIALS ORDERED PRIOR TO REVIEW OF THE EXISTING CONDITIONS AFTER EXPOSURE BY THE CONTRACTOR. CONTRACTOR SHALL REPORT ALL DISCREPANCIES TO A/E FOR RESOLUTION BEFORE PROCEEDING.
9. GOVERNING CODE: INTERNATIONAL BUILDING CODE, 2021 EDITION WITH GUNNISON, CO AMENDMENTS
10. DESIGN LIVE LOADS: UNIFORM (PSF)

CONCENTRATED (LBS)		
ROOF -	20	
OFFICES -	80	2000
STORAGE -	125	2000

A. SNOW: PER COLORADO DESIGN SNOW LOADS 2016
PROVISIONS FOR SNOW:
GROUND SNOW LOAD, (Pg): 45 PSF
TERRAIN @ ELEV. 7700 FEET. SITE ELEV. = 8049 FEET
Pg SITE = 51.5 PSF
CATEGORY: B
EXPOSURE FACTOR, (Ce): 1.0
PARTIALLY EXPOSED
IMPORTANCE FACTOR, (I): 1.0
SLOPE FACTOR: 1.0
THERMAL FACTOR: 1.0
FLAT ROOF SNOW LOAD, (Pf): 36 PSF

B. WIND:
WIND DESIGN AND CONSTRUCTION SHALL CONFORM TO THE PROVISIONS IN GOVENERING BUILDING CODE.
IMPORTANCE FACTOR (I): 1.0
EXPOSURE: C
BASIC WIND SPEED: 104 MPH
INTERNAL PRESSURE COEFF. (GCpi): 0.18

C. SEISMIC:
SEISMIC DESIGN SHALL CONFORM TO PROVISIONS IN GOVERNING BUILDING CODE.
SITE CLASS: C

Ss =	0.318	S1 =	0.084
Fa =	1.3	Fv =	1.5
Sms =	0.414	Sm1 =	0.126
Sds =	0.276	Sd1 =	0.084

OCCUPANCY CATEGORY II
SEISMIC DESIGN CATEGORY B
IMPORTANCE FACTOR (Ie) = 1.0
SEISMIC ANALYSIS METHOD:
EQUIVALENT LATERAL FORCE PROCEDURE
BASIC STRUCTURAL SYSTEM:
SEISMIC-LOAD-LIGHT BEARING SHEAR WALLS & STEEL MOMENT FRAMES

1. LIGHT FRAMED (COLD FORMED) BEARING WALLS USING FLAT STRAP BRACING.
   R = 4 Ω = 2 Cd = 3.5
   Cs = 0.0689 W = 188K Vs = 13.0K
2. STRUCTURAL STEEL NOT SPECIFICALLY DETAILED FOR SEISMIC RESISTANT.
   R = 3 Ω = 3 Cd = 3
   Cs = 0.0919 W = 188K Vs = 17.3K

FOUNDATIONS:

1. FOUNDATIONS HAVE BEEN DESIGNED IN ACCORDANCE WITH SUB- SURFACE INVESTIGATION REPORT BY CMT TECHNICAL SERVICES DATED JUNE 25, 2025 THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE SURVEY AND THE SUB-SURFACE INVESTIGATION REPORT BEFORE BEGINNING CONSTRUCTION.
2. NOTIFY THE A/E AS SOON AS POSSIBLE OF ANY SOIL CONDITIONS OR SOIL CONDITIONS IN VARIENCE WITH TEST BORINGS, SUCH AS UNEXPECTED SPRING OR SEEPAGE WATER, MATERIAL DIFFERING FROM TEST BORINGS OR SOIL OF QUESTIONABLE BEARING CAPACITY.
3. SET FOUNDATIONS AT ELEVATIONS SHOWN, OR ON FIRM UNDISTURBED MATERIAL OF DESIGN BEARING CAPACITY, WHICHEVER IS LOWER. THE CONTRACTOR SHALL VERIFY THAT EACH FOOTING PLACED IS BEARING ON DESIGN MATERIAL. FOUNDATION DESIGN BEARING CAPACITY, PER SUB-SURFACE INVESTIGATION REPOST = 3500 PSF.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, INSTALLATION AND FIANL CLEARANCE OF ANY REQUIRED NEEDLING, UNDERPINNING, SHORING OR BRACING OF EXISTING STRUCTURES.
5. STRUCTURAL FILL SHALL BE PLACED IN 8" LIFTS COMPACTED 95% OF MODIFIED OPTIMUM DENSITY.
6. NO BACKFILLING OF FOUNDATION WALLS SHALL BE UNDERTAKEN UNTIL SUITABLE WALL BRACING, TEMPORARY OR PERMANENT, HAS BEEN PROVIDED.
7. DO NOT PLACE FILL ON FROZEN GROUND. ALL SOIL SURROUNDING AND UNDER FOOTINGS SHALL BE PROTECTED FROM FREEZING AND FROST ACTION DURING THE COURSE OF CONSTRUCTION. SOIL WHICH HAS BEEN ALLOWED TO FREEZE SHALL BE REMOVED.
8. BOTTOMS OF EXTERIOR FOOTINGS SHALL BE AT LEAST 3'-0" BELOW FINISHED GRADE.
9. EXCAVATION THROUGH EXISTING SLABS-ON-GRADE SHALL BE CONDUCTED SO AS NOT UNDERMINE REMAINING SLABS. UNDERMINED SLABS SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.

CONCRETE CONSTRUCTION:

1. CAST-IN-PLACE

   CAST-IN-PLACE CONCRETE WORK SHALL CONFORM TO THE BUILDING CODE CITED EDITIONS OF:
   A. AMERICAN CONCRETE INSTITUTE CODES AND STANDARDS, INCLUDING BUT NOT LIMITED TO, ACI 301(AS MODIFIED IN THE PROJECT MANUAL), ACI 305.1, ACI 306, ACI 315, ACI 318 AND SP-15.
   B. CONCRETE REINFORCING STEEL INSTITUTE (CRSI) "MANUAL OF STANDARD PRACTICE"
2. CONCRETE SHALL HAVE THE FOLLOWING MINIMUM COMPRESSIVE STRENGTHS AT 28 DAYS: (SUBMIT CONCRETE MIXES FOR APPROVAL IN ACCORDANCE WITH ACI 301 BEFORE PLACING ANY CONCRETE)
   C. CLASS I: 4000 PSI FOR BUILDING FOOTINGS, PIERS AND ALL INTERIOR CONCRETE NOT OTHERWISE NOTED.
   D. CLASS II: 4000 PSI WITH ENTRAINED AIR FOR ALL EXTERIOR CONCRETE PERMANENTLY EXPOSED TO THE WEATHER 4%-7% AIR CONTENT).
   E. CLASS V: 4000 PSI FOR INTERIOR SLABS-ON-GRADE.
   F. CLASS III: 1500 PSI FOR EARTH FILL (NO TESTS REQUIRED).
3. ALL REINFORCING STEEL SHALL BE NEW DOMESTIC DEFORMED BILLET STEEL CONFORMING TO ASTM A-615, A-616, A-617 GRADE 60.
4. WELDED WIRE FABRIC SHALL CONFORM TO ASTM TO ASTM A-185 DELIVERED IN FLAT SHEETS.
5. CONTRACTOR SHALL REVIEW ALL DRAWINGS FOR SIZE AND LOCATION OF EMBEDDED ITEMS, SLEEVES, SLAB DEPRESSIONS, OPENINGS, ETC. REQUIRED BY OTHER TRADES. RECONCILE THEIR EXACT SIZES AND LOCATIONS BEFORE PROCEEDING WITH THE WORK. ALL ITEMS SHALL BE FURNISHED AND INSTALLED PRIOR TO PLACEMENT OF CONCRETE. SECURE THE APPROVAL OF THE STRUCTURAL ENGINEER PRIOR TO PLACING OPENINGS NOT SHOWN ON THE STRUCTURAL DRAWINGS.
6. BACKFILL AGAINST BOTH SIDES OF WALLS EQUALLY UNTIL THE LOWER ELEVATION IS ATTAINED.
7. WHERE BAR LENGTHS ARE GIVEN ON THE DRAWINGS, THE LENGTH OF ANY HOOK, IF REQUIRED, IS NOT INCLUDED. USE STANDARD 90 DEGREE BAR HOOK U.N.O.
8. PROVIDE HORIZONTAL CONTROL/CONSTRUCTION JOINTS IN SLABS AND VERTICAL CONTROL/CONSTRUCTION JOINTS IN WALLS AS SHOWN ON THE DRAWINGS OR NOTED HEREIN. CONTRACTOR SHALL SUBMIT ALTERNATE AND ADDITIONAL CONSTRUCTION JOINT LOCATIONS AND DETAILS TO THE A/E FOR APPROVAL PRIOR TO CONSTRUCTION. AT LEAST 48 HOURS SHALL ELAPSE BETWEEN CASTING OF ADJOINING UNITS. REINFORCEMENT SHALL BE CONTINUOUS ACROSS CONSTRUCTION JOINTS UNLESS DETAILED OTHERWISE ON THE DRAWINGS. SUBMIT ALL CONSTRUCTION JOINT LOCATIONS WITH REINFORCING STEEL SHOP DRAWINGS.
9. WHERE CONSTRUCTION JOINTS ARE REQUIRED BUT ARE NOT INDICATED ON THE DRAWINGS, THEY SHALL BE SHALL BE SUBJECT TO REVIEW BY THE A/E OR OWNER. UNLESS OTHERWISE NOTED OR SHOWN ON THE DRAWINGS, PROVIDE A CONTINUOUS SHEAR KEY IN SLABS AND WALLS. THE MINIMUM KEY SIZE SHALL BE 1 1/2" DEEP BY 1/3 THE DEPTH OR WIDTH OF THE MEMBER.
10. CONTRACTOR SHALL PROVIDE 3/4" CHAMFER ON ALL EXPOSED CORNERS OF COLUMNS, BEAMS, AND WALLS UNLESS OTHERWISE INDICATED ON THE ARCHITECTURAL DRAWINGS. MINIMUM CLEARANCES FOR REINFORCING STEEL SHALL CONFORM WITH TYPICAL REINFORCING BAR CLEARANCE TABLE.
11. FOOTINGS, COLUMNS, WALLS:
    A. DOWELS IN FOOTINGS SHALL MATCH VERTICAL COLUMN OR WALL REINFORCING UNLESS SHOWN OTHERWISE.
    B. PROVIDE (2) #5 BARS AROUND ALL WALL OPENINGS, EXTENDING 2 FEET BEYOND OPEING IN EVERY DIRECTION.
    C. IN WALL CONSTRUCTION, PROVIDE KEYED CONTRACTION JOINTS AT A MAXIMUM OF 30'-0" C/C. USE WATERSTOPS AT ALL BASEMENT WALLS TO FOOTING JOINTS.
    D. PROVIDE CLASS B TENSION LAP SPLICES FOR HORIZONTAL AND VERTICAL WALL REINFORCING UNLESS NOTED ON DRAWINGS.
12. THE HARDENED CONCRETE OF HORIZONTAL CONSTRUCTION JOINTS SHALL BE DAMPENED AND THEN THOROUGHLY COVERED WITH A COAT OF CEMENT GROUT OF SIMILAR PROPORTIONS TO THE MORTAR IN THE CONCRETE. THE FRESH CONCRETE SHALL BE PLACED BEFORE THE GROUT HAS ATTAINED ITS INITIAL SET.
13. WELDING REINFORCING STEEL IS NOT PERMITTED. COMPLY WITH ARCHITECTURAL DRAWINGS FOR LOCATION AND EXTENT OF SPECIAL FINISHES OR TREATMENTS TO EXPOSED CONCRETE.
14. COMPLY WITH ARCHITECTURAL DRAWINGS FOR LOCATION AND EXTENT OF SPECIAL FINISHES OR TREATMENTS TO EXPOSED CONCRETE.

STRUCTURAL STEEL CONSTRUCTION:

1. UNLESS SPECIFICALLY SHOWN OTHERWISE, DESIGN, FABRICATION AND ERECTION SHALL BE GOVERNED BY THE BUILDING CODE CITED EDITIONS OF:
   A. AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS, 13th ED. (360-05)
   B. AISC CODE OF STANDARD PRACTICE.
   C. AWS STANDARD WELDING SYMBOLS.
   D. STRUCTURAL WELDING CODE AWS D1.1 OF THE AMERICAN WELDING SOCIETY. WELDING SHALL BE PERFORMED ONLY BY OPERATORS QUALIFIED, BY THE AWS STANDARD QUALIFICATION PROCEDURE. TO PERFORM THE PARTICULAR TYPE OF WORK REQUIRED.
   E. SPECIFICATIONS FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.
2. TESTING:
   A. WELDS: NON-DESTRUCTIVE TESTING SHALL BE PERFORMED BY AN INDEPENDANT TESTING LABORATORY ON ALL CRITICAL WELDS AND ON 25% OF NON-CRITICAL WELDS. INADEQUATE WELDS SHALL BE STRENGTHENED OR CUT OUT AND REPLACED AS DIRECTED. CRITICAL WELDS SHALL BE DEFINED AS ALL FULL PENETRATION WELDS, ALL WELDS IN MOMENT CONNECTIONS AND AS NOTED AS CRITICAL WELDS ON THE STRUCTURAL STEEL DETAILS. NON-CRITICAL WELDS SHALL BE VISUALLY INSPECTED.
   B. STRUCTURAL STEEL: PROVIDE MILL REPORTS FOR PROPERTY INDENTIFIED MATERIALS ON REQUEST.
   C. A325 AND A490 BOLTS: PROVIDE BOLT INSPECTION AS DETAILED IN PARAGRAPH 9 OF SPECIFICATIONS FOR STRUCTURAL JOINTS USING A325 OR A490 BOLTS.
3. MATERIALS:
   A. ROLLED STEEL SHAPES: ASTM A992 GRADE 50.
   B. STEEL PLATES, BARS, RODS, ROLLED STEEL ANGLES AND CHANNELS: ASTM A36 OR BETTER
   C. STEEL TUBING: ASTM A500, GRADE C, Fy = 50 KSI
   D. STEEL PIPE: ASTM A500, GRADE C, Fy = 50 KSI
   E. BOLTS: ASTM A307, A325, A490
   F. ANCHOR RODS: ASTM F1554, Fy = 50 KSI, WELDABLE
   G. WELDING ELECTRODES: AWSA5.1 OR A5.5 SERIES E60 OR E70.
   H. PAINT AND PROTECTION:
      1. PRIME COAT, TOUCH UP AFTER ERECTION.
      2. MEMBERS TO BE ENCASED IN CONCRETE OR SPRAY-ON FIRE PROOFING: NO PAINT.
      3. MEMBERS EXPOSED TO WEATHER IN FINISHED STRUCTURE: GALVANIZED AFTER FABRICATION.
4. BOLTS AND BOLTED CONNECTIONS SHALL CONFORM TO THE REQUIREMENTS OF THE "SPECIFICATIONS FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS - ALLOWABLE STRESS DESIGN" AS APPROVED BY THE COUNCIL ON RIVETED AND BOLTED JOINTS. USE BEARING-TYPE BOLTS, IN THE SNUG TIGHT POSITION WITH THREADS ALLOWED ACROSS THE SHEAR PLANE.
5. FOR WELDING SYMBOLS WITH NO LENGTH DIMENSION GIVEN,THE WELDING SHALL BE CONTINUOUS BETWEEN ABRUPT CHANGES IN DIRECTION. WELDS NOT OTHERWISE NOTED SHALL BE 1/4" IN SIZE.
6. IN GENERAL, IT IS THE INTENT OF THESE PLANS AND SPECIFICATIONS THAT ALL SHOP CONNECTIONS BE WELDED AND ALL FIELD CONNECTIONS BE BOLTED EXCEPT WHERE NOTED OTHERWISE.
7. TYPICAL BEAM SHEAR CONNECTIONS NOT DETAILED ON THE DRAWINGS SHALL BE DETAILED WITH STANDARD DOUBLE ANGLE TYPE CONNECTIONS, USING A325 BOLTS.
   A. DESIGN CONNECTIONS FOR VERTICAL REACTIONS SHOWN ON DRAWINGS OR FOR FULL CAPACITY OF MEMBER WHERE NO REACTION IS SHOWN.
   B. CONNECTIONS SHOWN AND DETAILED ON THE DRAWINGS MAY BE REDESIGNED BY THE STRUCTURAL STEEL CONTRACTOR FOR EQUAL FORCES PROVIDED THE SAME ARRANGEMENT OF MEMBERS IS USED AND THE OVERALL SIZE OF THE CONNECTION DOES NOT EXCEED THAT OF THE CONNECTION DETAIL.
   C. OBTAIN APPROVAL FROM STRUCTURAL ENGINEER FOR TYPES OF CONNECTIONS BEFORE FABRICATION.
8. MISCELLANEOUS REQUIREMENTS:
   A. PROVIDE HOLES FOR OTHERS. IF SECTION IS WEAKENED BY MORE THAN 15% BY AN OPENING NOT SHOWN ON THE DRAWINGS, OBTAIN PRIOR APPROVAL.
   B. STEEL SUPPORTING OR CONNECTION TO MECHANICAL OR OTHER EQUIPMENT IS SHOWN FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL RECONCILE EXACT SIZE AND LOCATION WITH MECHANICAL AND OTHER REQUIREMENTS BEFORE PROCEEDING WITH THE WORK.
   C. GROUT UNDER BASE PLATES TO BE NON-SHRINKING TYPE MEETING ALL THE REQUIREMENTS OF CRD-C621, CORPS OF ENGINEERS SPECIFICATION FOR NON-SHRINK GROUT OR MEETING ALL REQUIREMENTS OF ASTM C1107 FOR FLUID CONSISTENCY, 30 MINUTES WORKING TIME AND TEMPERATURE RANGE FROM 45°F TO 90°F.
   D. STEEL BELOW GRADE TO BE PROTECTED BY A MINIMUM OF 3" OF CONCRETE OR 4" OR MASONRY.
   E. PROVIDE HEAVY WASHER AT ALL ANCHOR BOLTS.

OPEN WEB STEEL JOIST:

1. STEEL JOISTS SHALL CONFORM TO THE REQUIREMENTS OF THE BUILDING CODE CITED EDITION OF THE STEEL JOIST INSTITUTE (SJI) STANDARD SPECIFICATIONS FOR OPEN WEB STEEL JOISTS.
2. STEEL JOIST MANUFACTURER SHALL BE A MEMBER OF THE STEEL JOIST INSTITUTE.
3. ALL HANGERS TO SUPPORT MECHANICAL EQUIPMENT, ETC. SHALL BE SUPPORTED BY THE BOTTOM CHORD OF JOISTS AND SHALL BE LOCATED AT THE PANEL POINTS. PROVIDE JOIST STIFFENERS AS INDICATED IN DETAILS. ALL HANGERS SHALL BE LOCATED AT THE CENTERLINE OF THE BOTTOM CHORD MEMBER.
4. WHERE COLUMNS ARE NOT FRAMED IN AT LEAST TWO DIRECTIONS WITH STRUCTURAL STEEL MEMBERS, A BAR JOIST WITH BOTTOM CHORD EXTENSION SHALL BE FIELD BOLTED TOP AND BOTTOM TO COLUMNS TO PROVIDE LATERAL STABILITY.
5. JOIST BRIDGING SHALL BE FURNISHED AND INSTALLED TO MEET THE DESIGN AND SPACING REQUIREMENTS OF THE SJI STANDARD SPECIFICATIONS FOR OPEN WEB STEEL JOISTS. USE RIGID X-BRIDGING FOR SHORT SPAN ROOF JOISTS. ALL BRIDGING AND BRIDGING ANCHORS SHALL BE COMPLETELY INSTALLED BEFORE CONSTRUCTION LOADS ARE PLACED ON THE JOISTS.
6. END OF JOIST BRIDGING LINES SHALL BE ANCHORED TO ALL WALLS OR STEEL BEAMS AND ANY WALLS THAT INTERRUPT THE BRIDGING. ALL BRIDGING SHALL BE WELDED TO JOISTS AND WALLS IN SUCH A MANNER AS NOT TO IMPAIR THE STRUCTURAL INTEGRITY OF THE JOIST.
7. RIGID X-BRACING AS SHOWN ON THE PLANS SHALL BE BOLTED OR WELDED AT THE INTERSECTION OF THE TWO ANGLES BETWEEN JOISTS.
8. WHERE THE SPAN OF THE JOIST IS EQUAL TO OR GREATER THAN 40 FEET, THE ROW OF BRIDGING NEAREST THE MIDSPAN OF THE JOIST SHALL BE INSTALLED AS BOLTED DIAGONAL BRIDGING.
9. HORIZONTAL TOP AND BOTTOM BRIDGING MAY BE USED INSTEAD OF DIAGONAL BRIDGING ON LONG SPAN JOIST WHERE REQUIRED FOR PASSAGE OF MECHANICAL DUCTS. NO MORE THAN TWO ADJACENT SPACES MAY HAVE HORIZONTAL SPACING.
10. JOISTS AND ACCESSORIES SHALL HAVE ONE SHOP COAT OF PAINT MEETING THE MINIMUM PERFORMANCE REQUIREMENTS OF THE LATEST SJI SPECIFICATIONS, UNLESS OTHERWISE NOTED. ASPHALT PAINT IS NOT ACCEPTABLE.
11. ALL "K" SERIES JOISTS SHALL HAVE A MINIMUM LENGTH OF BEARING ON STEEL OF 3".
12. CONNECTIONS TO SUPPORTING STRUCTURE:
    A. WELD JOIST SEATS TO STEEL SUPPORTING SURFACES WITH 1 1/2" OF 1/8" FILLET WELD EACH SIDE FOR SHORT SPAN JOIST.
    B. BOLT JOIST SEATS TO STEEL SUPPORTING SURFACES WITH (2) 1/2"ø BOLTS FOR SHORT SPAN JOISTS. BOLT JOIST AT, OR NEAREST TO COLUMN.
    C. EXTEND BOTTOM CHORD OF JOIST IN LINE WITH COLUMNS AND WELD TO COLUMN OR BEAM.
13. WELD ALL STEEL JOISTS TO SUPPORTING STRUCTURAL STEEL MEMBERS AS SHOWN ON THE DRAWINGS AND ACCORDING TO SJI AND AWS D1.1 AS A MINIMUM.
14. TOP AND BOTTOM CHORDS OF JOISTS SHALL BE CONTINUOUS WITHOUT ANY SPLICES OF MATERIAL.
15. JOISTS SHALL BE ERECTED STRAIGHT. SWEEPS SHALL BE A MAXIMUM OF 1" MEASURED AT CENTER.
16. STEEL JOISTS OF THE SAME DEPTH AND CHORD DESIGNATION SHALL HAVE MEMBER SIZES OF UNIFORM CONSISTENCY. USE OF MULTIPLE ANGLE OR MEMBER SIZES TO PROVIDE THE SAME EQUIVALENT CHORD AREA IS STRICTLY PROHIBITED AND WILL BE CAUSE FOR REJECTION.
17. PAINT ALL JOISTS WITH MANUFACTURER'S STANDARD SHOP PRIMER EXCEPT THAT BLACK ASPHALT NOT PERMITTED.
18. PROVIDE ADDITIONAL WEB MEMBERS AS REQUIRED AT CONCENTRATED LOADS NOTED ON DRAWINGS, WHICH DO NOT OCCUR AT A PANEL POINT.
19. ADJACENT JOISTS OF THE SAME DEPTH ARE TO HAVE WEB MEMBERS IN LINE TO PERMIT PASSAGE OF MECHANICAL DUCTS.

COLD-FORMED LIGHT GAGE STEEL FRAMING:

1. SPECIFICATIONS AND STANDARDS:
   A. ALL STRUCTURAL PROPERTIES OF LIGHT GAGE METAL FRAMING SHALL BE COMPUTED IN ACCORDANCE WITH "AISI SPECIFICATIONS FOR THE DESIGN OF COLD FORMED STEEL STRUCTURAL MEMBERS" AND SHALL BE PUBLISHED IN THE MANUFACTURER'S CATALOG.
   B. WELDING SHALL BE PERFORMED ONLY BY QUALIFIED OPERATORS WITH THE PROPER EQUIPMENT FOR THE PARTICULAR TYPE OF WORK REQUIRED.
   C. AWS STANDARD WELDING SYMBOL.
   D. AWS D1.3 SPECIFICATION FOR WELDING SHEET STEEL IN STRUCTURES.
2. MATERIALS:
   A. STRUCTURAL FRAMING MEMBERS 16 GAGE AND HEAVIER PAINTED: ASTM A570, GRADE E, Fy=50,000 PSI. GALVANIZED: ASTM A653, GRADE D, Fy=50,000 PSI.
   B. STRUCTURAL FRAMING MEMBERS 18 GAGE AND LIGHTER PAINTED: ASTM 611, GRADE C, Fy=33,000 PSI. GALVANIZED: ASTM A653, GRADE A, Fy=33,000 PSI.
   C. ALL FRAMING MEMBERS TO BE "C" SHAPED WITH A MINIMUM FLANGE WIDTH OF 1 5/8" UNLESS NOTED OTHERWISE.
   D. ALL TRACH AND BRIDGING MATERIALS Fy=50,000 PSI.
   E. ALL FRAMING MEMBERS SHALL BE COATED WITH RUST RESISTANT PAINT OR BE GALVANIZED.
   F. WELDING ELECTRODES: AWS A5.1, A5.5 OR A5.18 SERIES E60.
3. CONNECTIONS:
   A. CUT ALL FRAMING COMPONENTS TO FIT SQUARELY AGAINST ABUTTING MEMBERS AND HOLD FIRMLY IN POSITION UNTIL PROPERLY FASTENED.
   B. ALL PANELS SHALL BE SQUARE AND BRACED AGAINST RACKING.
   C. WIRE TYING OF STRUCTURAL FRAMING MEMBERS IS NOT PERMITTED.
   D. LIGHTGAGE METAL FRAMING CONNECTIONS TO BE FASTENED TOGETHER WITH A MINIMUM OF (2) #8 SCREWS OR AS SHOWN ON THE PLANS.
4. ERECTION:
   A. ATTACH TRACK SECURELY TO THE FLOOR AND OVERHEAD STRUCTURE.
   B. SEAT STUDS SQUARELY TO THE FLOOR AND OVERHEAD TRACK AND ATTACH SECURELY.
   C. SPLICES IN STRUCTURAL FRAMING MEMBERS ARE NOT PERMITTED WITHOUT APPROVAL OF THE STRUCTURAL ENGINEER.
   D. DO NOT ALLOW AXIAL LOADS TO STUDS UNTIL ALL BRIDGING, CONNECTIONS AND ATTACHMENT OF COLLATERIAL MATERIALS ARE COMPLETE.
5. HANDLING AND LIFTING OF PREFABRICATED PANELS SHALL BE DONE IN SUCH A MANNER AS TO NOT CAUSE DISTORTION IN ANY MEMBER.
7. TEMPORARY BRACING SHALL BE PROVIDED UNTIL ERECTION IS COMPLETED. WALL STUD BRIDGING SHALL BE INSTALLED IN A MANNER AS TO PREVENT ROTATION AND ALSO IN A MANNER TO PROVIDE RESISTANCE TO BOTH MINOR AXIS BENDING AND ROTATION. BRIDGING ROWS SHALL BE EQUALLY SPACED AT 4'-0" O.C. MAXIMUM UNLESS APPROVED OTHERWISE.
8. COORDINATE WITH ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR ALL LIGHT GAGE FRAMING LOCATIONS AND REQUIREMENTS. COORDINATE LOCATIONS AND DESIGN FOR ALL WALL HUNG EQUIPMENT.
9. PROVIDE CONNECTIONS, BRACES, BRIDGING AND RUNNER TRACKS (MIN. 14 GAGE, BUT NOT LESS THAN GAGE OF SUPPORTED STUD) TO DEVELOP THE FULL CAPACITY OF THE MEMBERS, PROVIDE CLIPS, CONNECTIONS, STRAPPING FOR TEMPORARY LATERAL BRACING AND ALL ITEMS NECESSARY FOR COMPLETE INSTALLATION.
10. PROVIDE AND COORDINATE VERTICAL SLIP CONNECTION TO STRUCTURAL STEEL MEMBERS WHERE REQUIRED.
11. WINDOW AND DOOR HEADS SHALL BE FRAMED WITH JOIST SECTIONS SUFFICIENT TO CARRY THE WEIGHT OF THE WALL ABOVE AND TRANSFER WINDOW AND WALL LATERAL FORCES TO THE JAMBS. JAMB SECTIONS SHALL CONSIST OF HEAVIER GUAGE STUDS, MULTIPLE STUDS, OR BOTH AS REQUIRED TO PROVIDE LATERAL SUPPORT FOR WINDOW AND DOOR OPENINGS.

SHEET LIST	
Sheet Number	Sheet Name
S100	GENERAL NOTES
S101	SCHEDULES
S200	FOUNDATION PLAN
S201	MEZZANINE FRAMING PLAN
S202	ROOF FRAMING PLAN
S300	FOUNDATION SECTIONS
S301	FOUNDATION SECTIONS
S400	FRAMING SECTIONS

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REVISIONS		
NO.	DATE	DESCRIPTION
	08/05/2025	ISSUED FOR PERMIT

COLORADO LICENSED RANDOLPH S. PIERCE 53012 PROFESSIONAL ENGINEER

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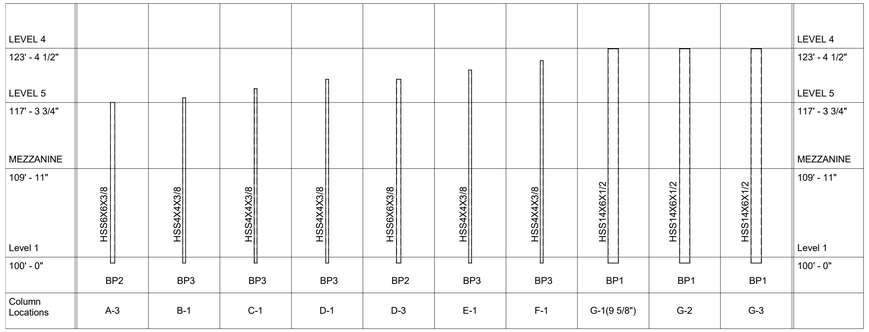
SHEET TITLE: GENERAL NOTES

SHEET NO.: S100



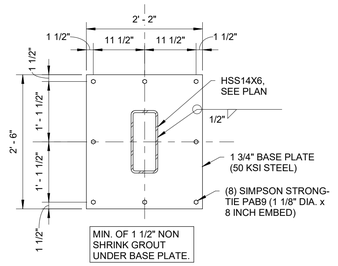
SPREAD FOOTING SCHEDULE				
MARK	**LENGTH**	**WIDTH**	**THICKNESS**	**REBAR**
F1.0	9' - 0"	6' - 0"	2' - 0"	#6 @ 6" O.C. EA. WAY T&B.
F2.0	5' - 0"	5' - 0"	1' - 6"	#6 @ 12" O.C. EA. WAY
F3.0	3' - 0"	3' - 0"	1' - 6"	#6 @ 12" O.C. EA. WAY
F4.5	4' - 6"	4' - 6"	1' - 0"	(5) #5 EA. WAY T&B

PIER SCHEDULE				
MARK	**LENGTH**	**WIDTH**	**REBARS**	**TIES**
P1.5	1' - 6"	1' - 6"	(8) #6	#3 AT 12" O.C
P2.0	2' - 0"	2' - 0"	(12) #6	#3 AT 12" O.C
P4.0	4' - 6"	4' - 0"	(16) #8	#5 AT 12" O.C
P5.0	1' - 0"	2' - 0"	(6) #5	#3 AT 10" O.C
P6.0	1' - 0"	1' - 0"	(4) #5	#3 AT 10" O.C

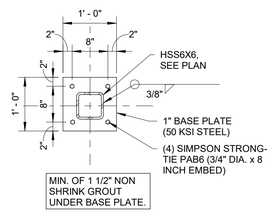
STRIP FOOTING SCHEDULE			
MARK	**WIDTH**	**THICKNESS**	**REBAR**
FS2.0	2' - 0"	1' - 0"	CONT. (2)#5

HOLD DOWN ANCHOR SCHEDULE	
HD1	(2) 7/8"Ø x 12" EMBED A.B.
HD2	5/8"Ø x 12" EMBED A.B.
HD3	3/4"Ø x 12" EMBED A.B.

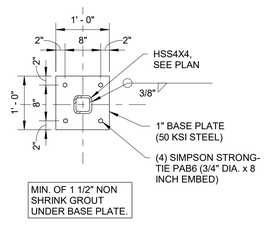
1. COORDINATE HOLD DOWN LOCATIONS WITH STRUCTURAL INSULATED PANEL MANUFACTURER PRIOR TO PLACING CONCRETE.
2. HOLD DOWN ANCHORS SHALL BE SIMPSON STRONG TIE "PAB PRE-ASSEMBLED ANCHOR BOLTS" OR EQUAL.
3. CENTER ANCHORS IN PIER WIDTH/WALL THICKNESS.



BP1



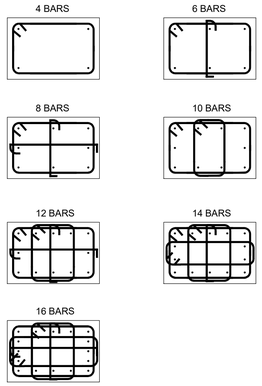
BP2



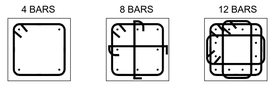
BP3

1 BASE PLATE SCHEDULE

3/4" = 1'-0"



BAR PLACEMENT FOR RECTANGULAR COLUMN



BAR PLACEMENT FOR SQUARE COLUMN

PIER TIE SPACING							
TIE SIZE NO.		3					4
VERT. BARS		6	7	8	9	10	11
LEAST COL. FACE DIMS.		10"	10"	10"	10"	10"	10"
	12"	12"	12"	12"	12"	12"	12"
	14"	12"	14"	14"	14"	14"	14"
	16"	12"	14"	16"	16"	16"	16"
	18"	12"	14"	16"	18"	18"	18"
	20"	12"	14"	16"	18"	18"	20"
	22" & OVER	12"	14"	16"	18"	18"	22"

EXAMPLE FOR BARS ARRANGEMENT IN PIERS

3/4" = 1'-0"

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PROFESSIONAL ENGINEER

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Gunnison County
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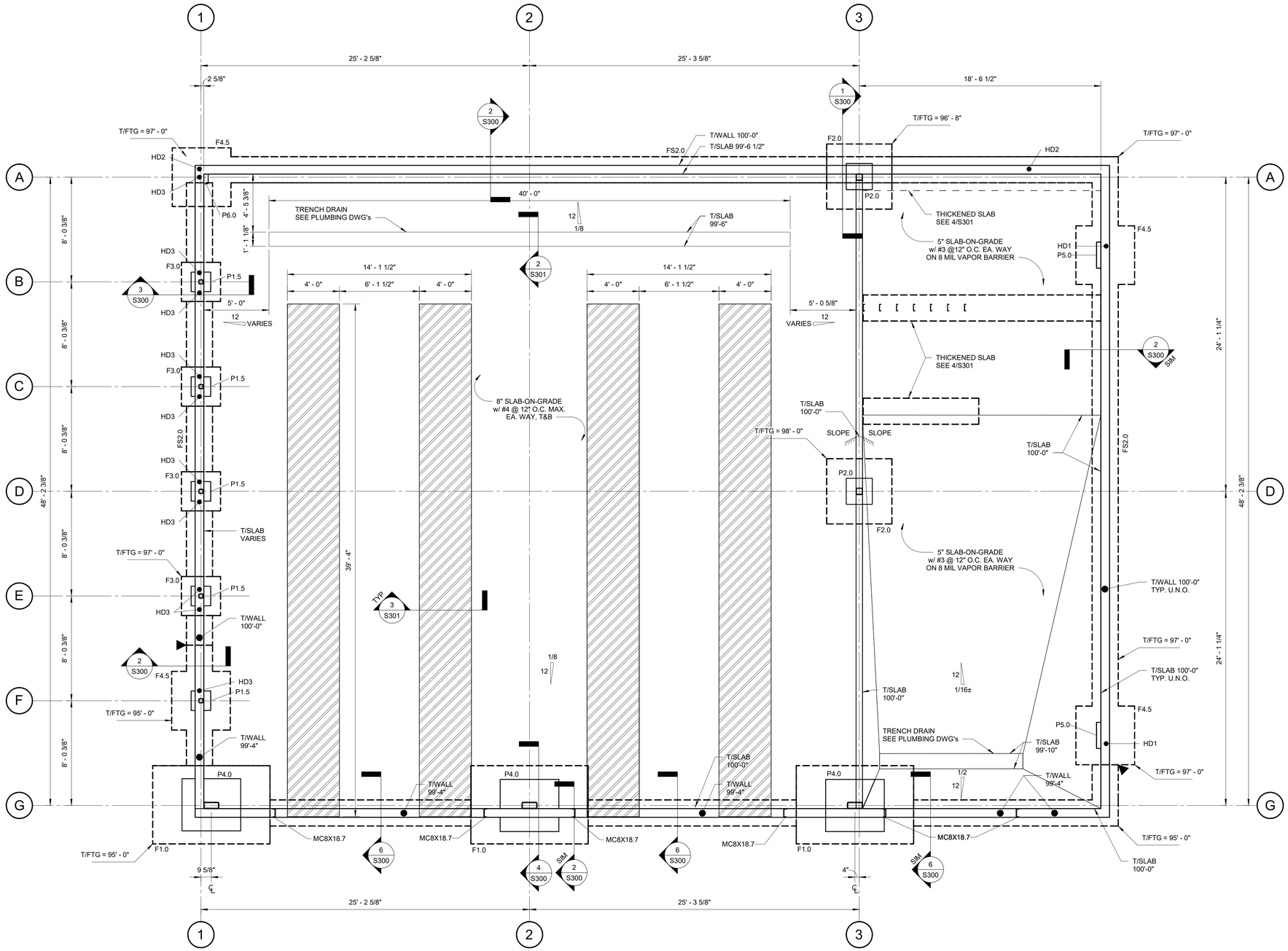
SHEET TITLE: SCHEDULES

SHEET NO.: S101



FOUNDATION PLAN

1/4" = 1'-0"

FOUNDATION NOTES

1. VERIFY LOCATIONS OF COLUMNS, WALLS, OPENINGS ETC. WITH ARCHITECTURAL DRAWINGS BEFORE PLACING FOUNDATIONS
2. SLAB ON GRADE CONSTRUCTION:
   4" CONCRETE SLAB WITH 6x6 - W1.4xW1.4 W.W.F. ON 6 MIL. MIN. VAPOR BARRIER ON 6 MIN. COMPACTED FILL. TYP. UNLESS NOTED OTHERWISE IN GEOTECHNICAL REPORT.
3. TOP OF SLAB ELEVATION = 100'-0" EXCEPT AS NOTED. REFERENCE ELEVATION 100'-0" EQUALS SITE ELEVATION 8080'
4. DESIGN SOIL BEARING PRESSURE 3500 PSF. ANY SOFT SPOTS EXISTING FILLS OR VARIATIONS IN SUBSURFACE CONDITIONS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER. THE DESIGN BEARING CAPACITY SHALL BE VERIFIED BY AN INDEPENDENT TESTING AGENCY SPECIALIZED IN SOILS INVESTIGATIONS.
5. ALL EXTERIOR FOOTINGS TO EXTEND MINIMUM 3'-0" BELOW FINISHED GRADE TO MEET FROST DEPTH REQUIREMENT.
6. BRING THE FILL UP UNIFORMLY ON BOTH SIDES OF FOUNDATION WALLS.
7. REFERENCES: GENERAL NOTES - S100, SCHEDULES - S101
8. PROVIDE CONSTRUCTION JOINTS AT 15'-0" O.C. MAXIMUM
9. STEP FOOTINGS AS REQUIRED TO ACCOMMODATE BURIED UTILITIES. GC TO COORDINATE, SEE DETAILS 7/S300 & 5/S301.

FOUNDATION SYMBOLS

- - - - INDICATES FLOOR CONTROL OR CONSTRUCTION JOINT ON PLAN. SEE SECTION 1/S301

F3.0 INDICATES FOOTING MARK . SEE SCHEDULE ON S100

HD# INDICATES ANCHOR FOR HOLD DOWN BY OTHERS. SEE HOLD DOWN ANCHOR SCHEDULE ON S101

◄ INDICATES STEP IN FOOTING ON PLAN. SEE SECTION 7/S300

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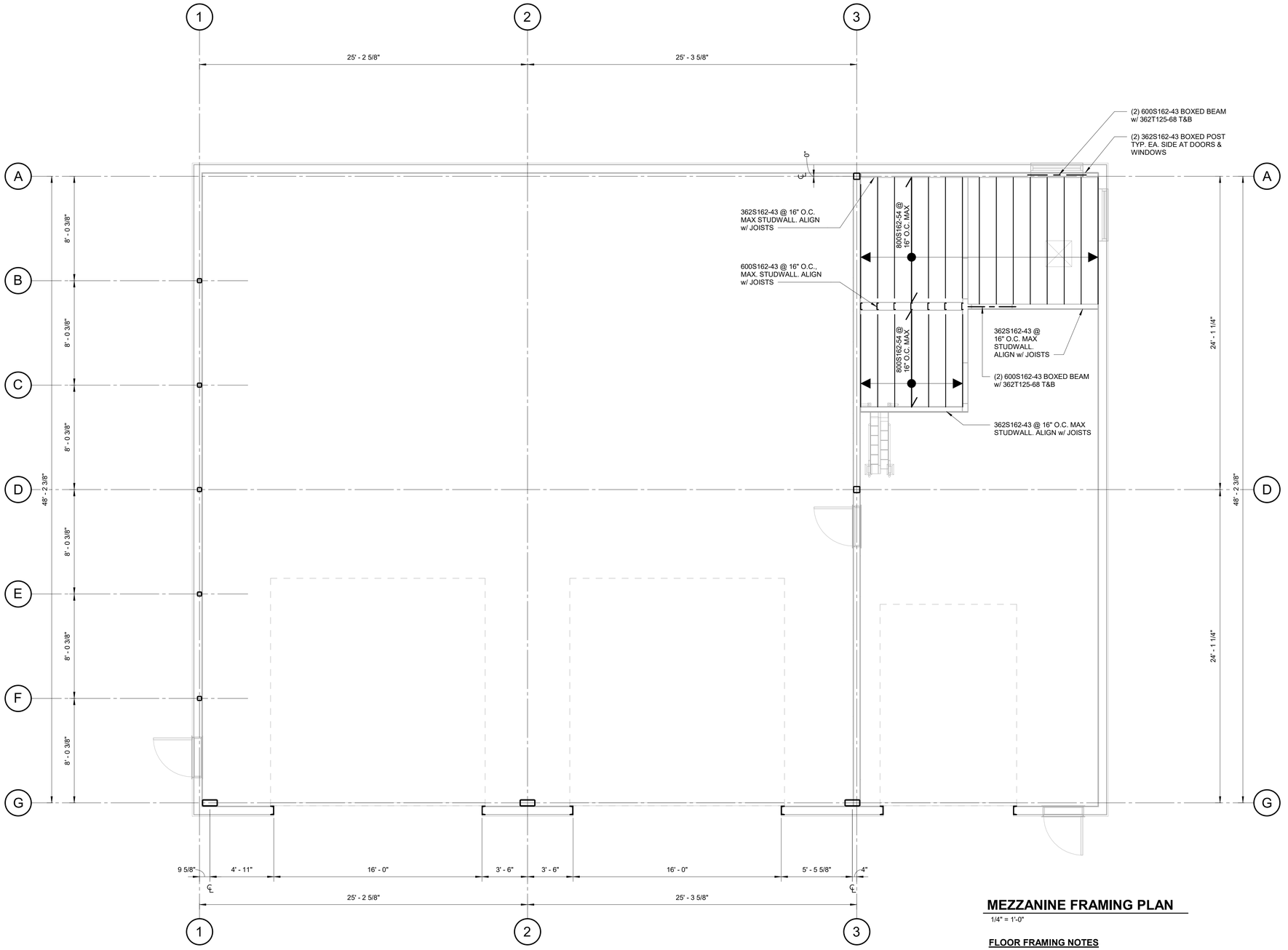
SHEET TITLE:
FOUNDATION PLAN

SHEET NO.:
S200



MEZZANINE FRAMING PLAN

1/4" = 1'-0"

FLOOR FRAMING NOTES

1. DESIGN LIVE LOAD:
   125 PSF - LIGHT STORAGE
2. FLOOR CONSTRUCTION:
   4 1/2" CONCRETE SLAB ON 1 1/2" x 20 GA GALV. COMPOSITE METAL DECK WITH 6 x 6 - W1.4xW1.4 W.W.F.
4. FINISHED FLOOR ELEVATION = 112'-4" EXCEPTED AS NOTED.
5. REFERENCE: GENERAL NOTES - S100, SCHEDULES - S100
6. PROVIDE CONTINUOUS HORIZONTAL BRIDGING @ AT 48" O.C. MAX. IN ALL STUD WALLS THAT HAVE SHEATHING ON ONLY ONE FACE.

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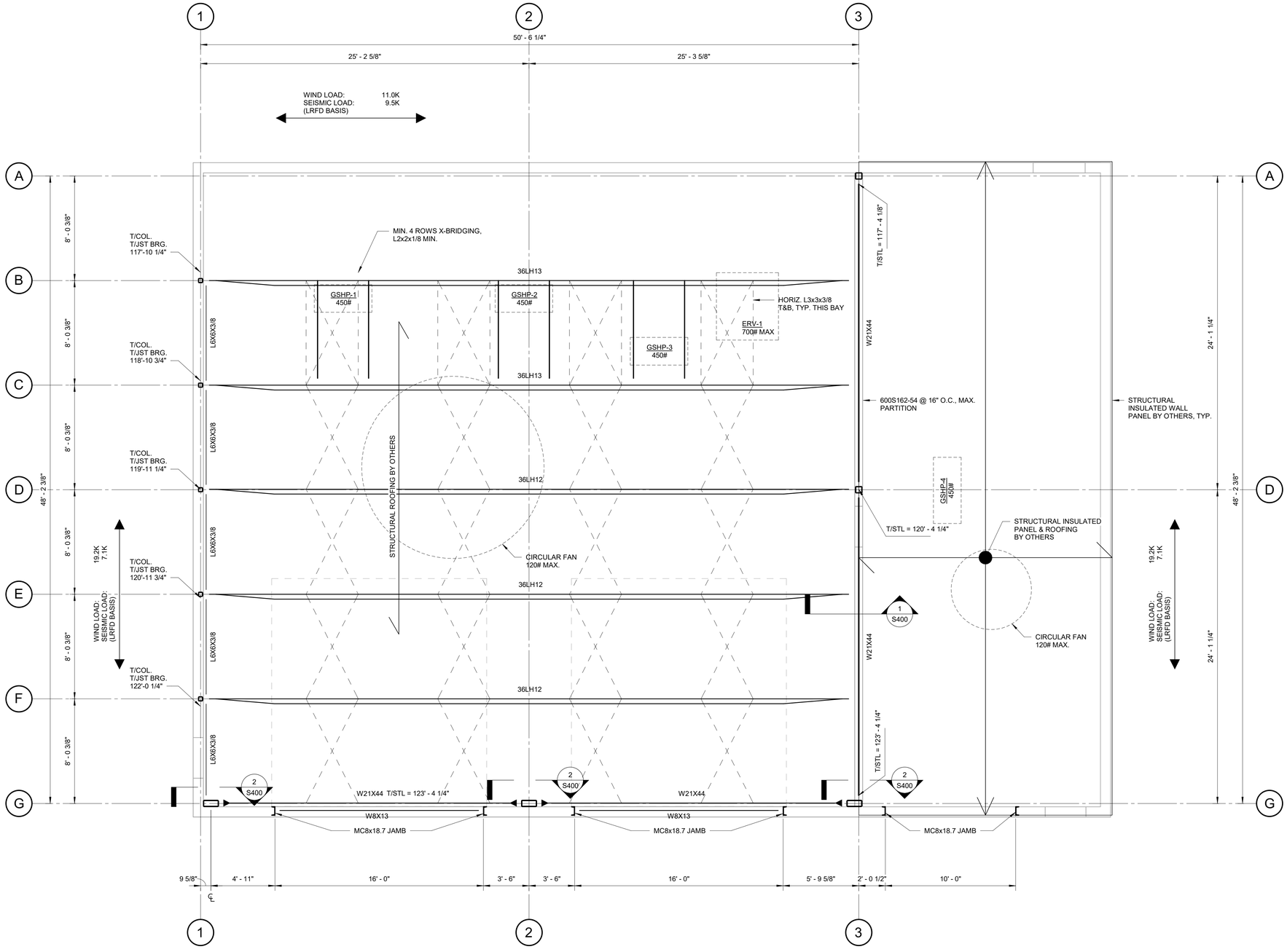
SHEET TITLE:
MEZZANINE FRAMING PLAN

SHEET NO.:
S201



ROOF FRAMING PLAN

1/4" = 1'-0"

ROOF FRAMING NOTES

1. DESIGN LIVE LOAD:
   ROOF SNOW LOADS BASED ON 36 PSF GROUND SNOW LOADS PLUS SNOW DRIFT AND PONDING
2. ROOF CONSTRUCTION:
   STRUCTURAL INSULATED PANELS
3. TOP OF STEEL ELEVATION = AS NOTED.
4. JOIST SUPPLER TO DESIGN JOIST FOR 16 PSF NET UPLIFT LOAD. PROVIDE A SINGLE LINE BOTTOM CHORD BRIDGING AT THE FIRST BOTTOM BOTTOM CHORD PANEL POINT. SUPPLIER TO DESIGN THE CHORDS TO RESIST THE UPLIFT WITH NUMBER OF ROWS OF BRIDGING SHOWN OR SPECIFY ADDITIONAL ROWS REQUIRED. THE SINGLE LINE OF BRIDGING IS IN ADDITION TO THE NUMBER OF ROWS SHOWN.
5. REFERENCE: GENERAL NOTES - S100, SCHEDULES - S101
6. SEE ARCHITECTURAL DRAWINGS FOR SOLAR PANEL PROPOSED AREA. DESIGN ALLOWANCE 10 PSF.
7. SEE MEP DRAWINGS FOR EQUIPMENT LOCATIONS.

ROOF FRAMING SYMBOLS

- INDICATES MOMENT CONNECTION. SEE PLAN FOR MOMENT IN K-FT
- INDICATES CONT. HORIZ . BRIDGING AT TOP AND BOTTOM CHORD PER SJI REQUIREMENTS. SEE X/SX.X
- INDICATES BOLTED DIAG. BRIDGING PER SJI REQUIREMENTS. SEE X/SX.X INSTALL BEFORE SLACKENING HOIST LINES

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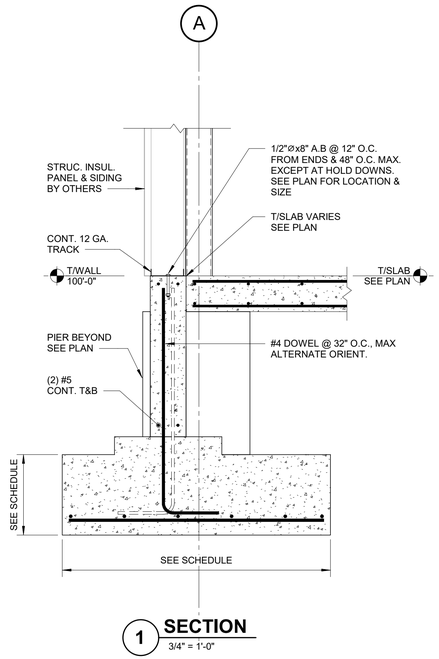
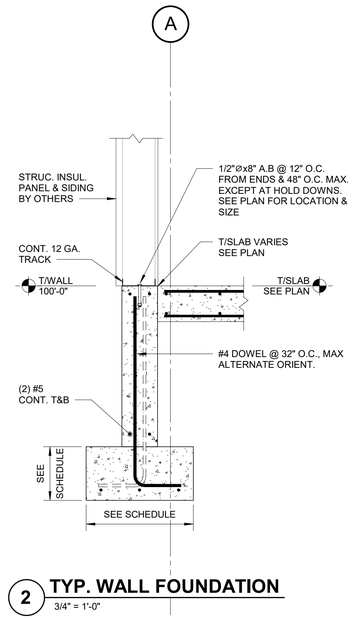
SHEET TITLE: ROOF FRAMING PLAN

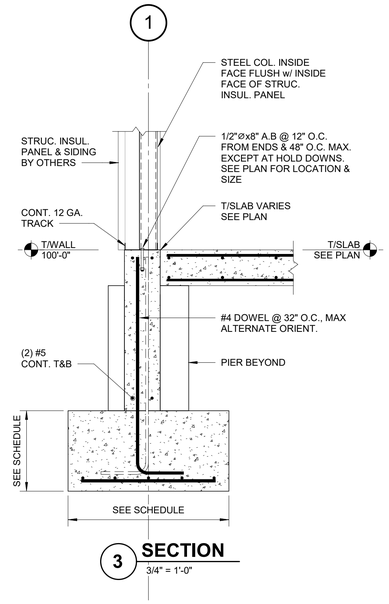
SHEET NO.: S202



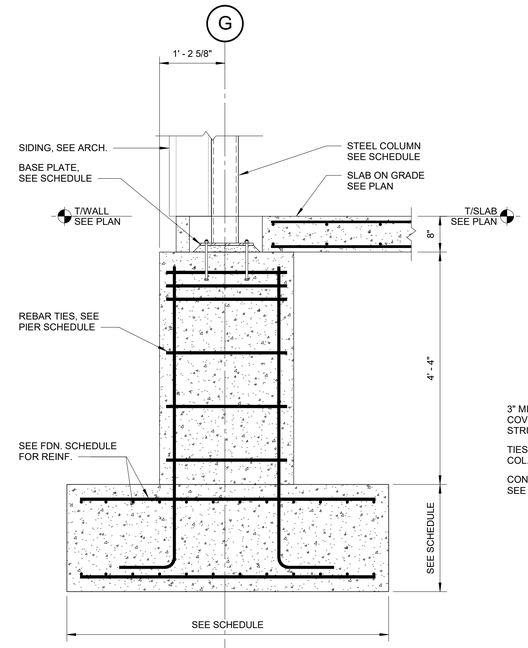
1 SECTION
3/4" = 1'-0"



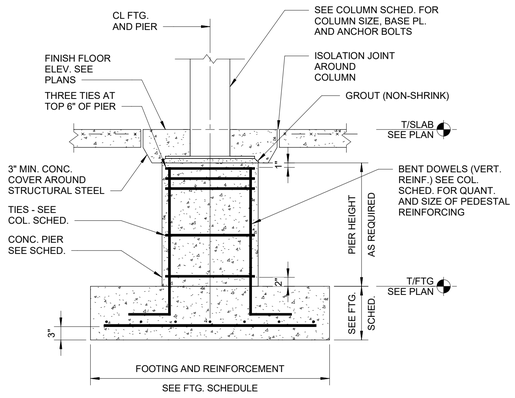
2 TYP. WALL FOUNDATION
3/4" = 1'-0"



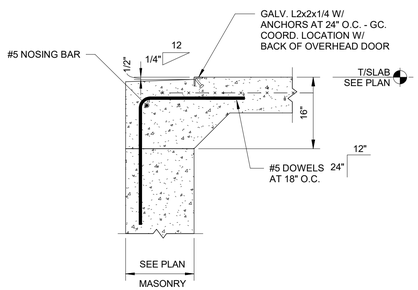
3 SECTION
3/4" = 1'-0"



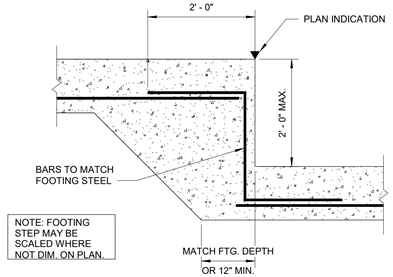
4 SECTION
3/4" = 1'-0"



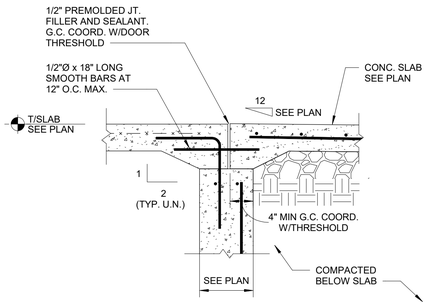
5 TYPICAL COLUMN FOOTING WITH PIER DETAIL
3/4" = 1'-0"



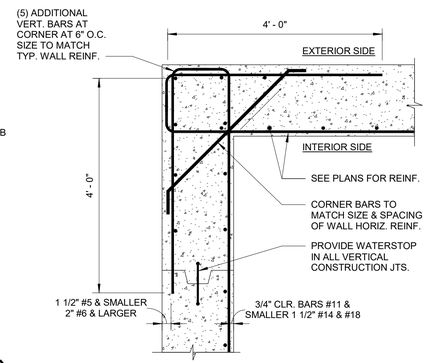
6 OVERHEAD DOOR SILL W/ANGLE
3/4" = 1'-0"



7 TYPICAL FOOTING STEP DETAIL
3/4" = 1'-0"



8 TYPICAL DOORWAY SILL
3/4" = 1'-0"



(1) LAYER OF REINFORCING

9 TYP. 8" THICK CONCRETE WALL CORNER
3/4" = 1'-0"

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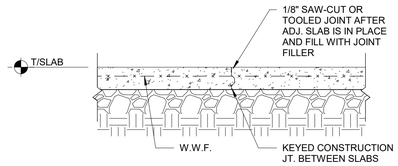
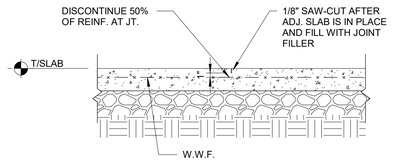
SHEET TITLE:
FOUNDATION SECTIONS

SHEET NO.:
S300



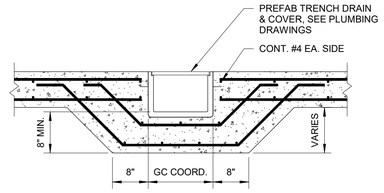
CONSTRUCTION JOINT



CONTROL JOINT

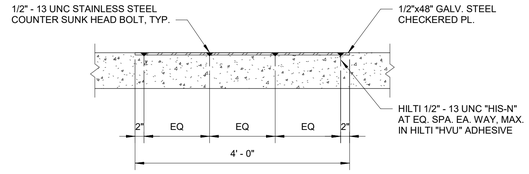
1 TYPICAL S.O.G. CONSTRUCTION/CONTROL JOINT

3/4" = 1'-0"



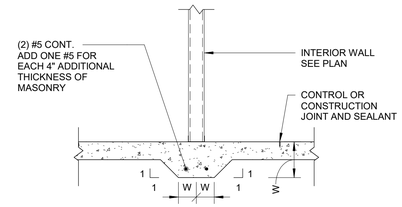
2 TRENCH DRAIN

3/4" = 1'-0"



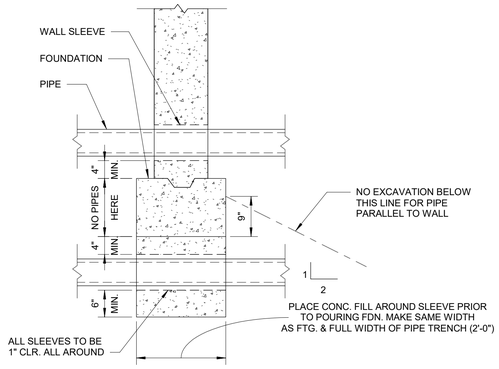
3 STEEL PLATE DETAIL

3/4" = 1'-0"



4 THICKENED SLAB AT INT. WALL

3/4" = 1'-0"



5 TYP. PIPE PENETRATION DETAIL

3/4" = 1'-0"

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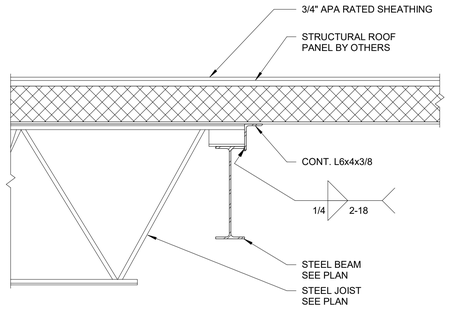
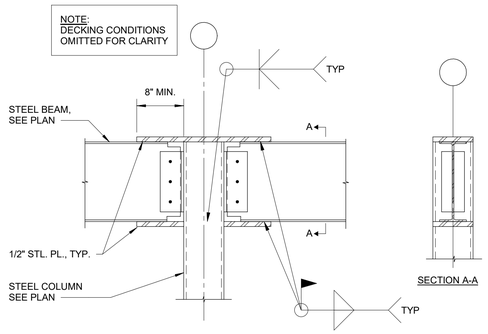
SHEET TITLE: FOUNDATION SECTIONS

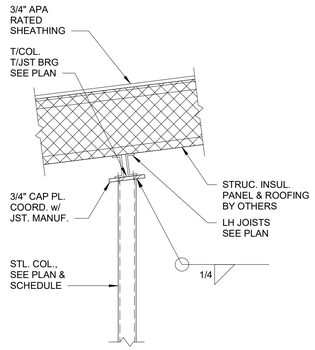
SHEET NO.: S301



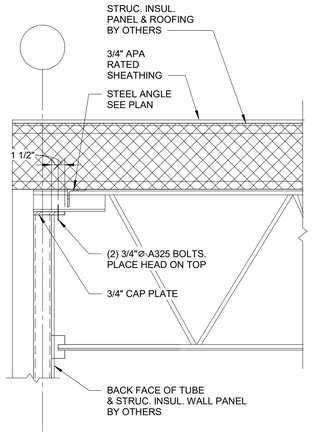
1 SECTION
3/4" = 1'-0"



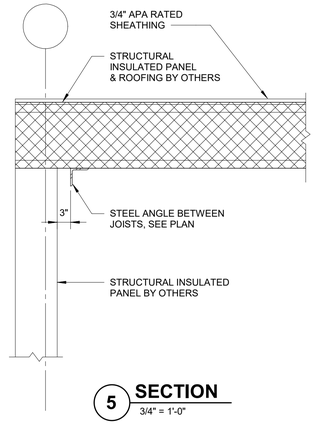
2 TYPICAL MOMENT CONNECTION
3/4" = 1'-0"



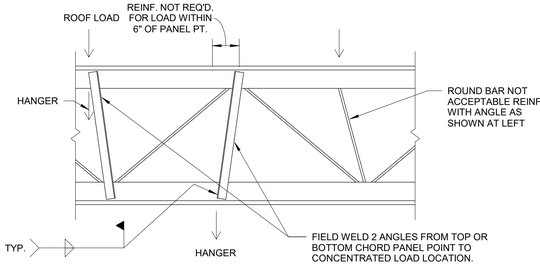
3 COLUMN CAP DETAIL
3/4" = 1'-0"



4 SECTION
3/4" = 1'-0"



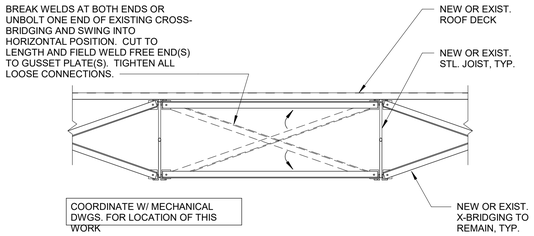
5 SECTION
3/4" = 1'-0"



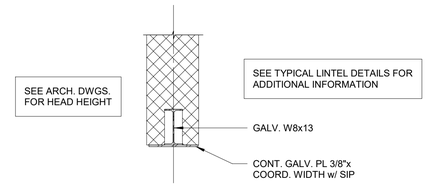
JOIST DEPTH	ANGLE SIZE
8" TO 24"	L1 1/2x1
1/2x3/16	
26" TO 48"	L2x2x3/16
52" TO 72"	L3x3x1/4

MODIFICATION IS TYP. FOR ALL JOISTS SUPPORTING LOAD FROM TOP OR BOT. CHORD BETWEEN PANEL PTS. VERIFY LOC. AND NO. OF LOADS W/ ARCH., MECH., PLUMB., AND ELEC. DWGS. ANGLES NOT REQ'D. FOR CONCENTRATED LOADS LESS THAN 200 LBS.

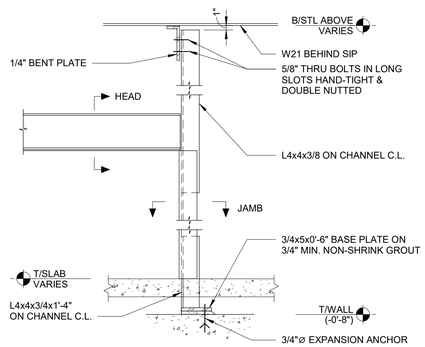
6 TYPICAL JOIST MODIFICATION AT CONCENTRATED LOADS
3/4" = 1'-0"



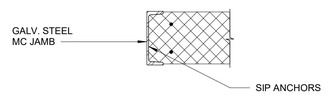
7 TYPICAL X-BRACING RELOCATION DETAIL
3/4" = 1'-0"



HEAD SECTION

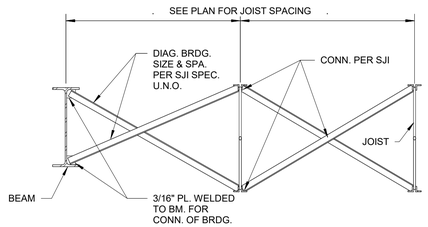


ELEVATION

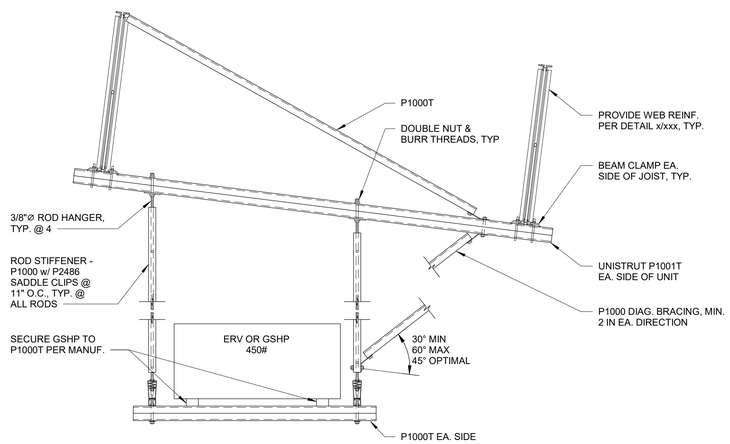


JAMB SECTION

10 TYPICAL DOOR FRAMING
3/4" = 1'-0"



8 TYPICAL JOIST DIAG. BRDG.
3/4" = 1'-0"



9 ERV & GROUND SOURCE HEAT PUMP SUPPORT
3/4" = 1'-0"

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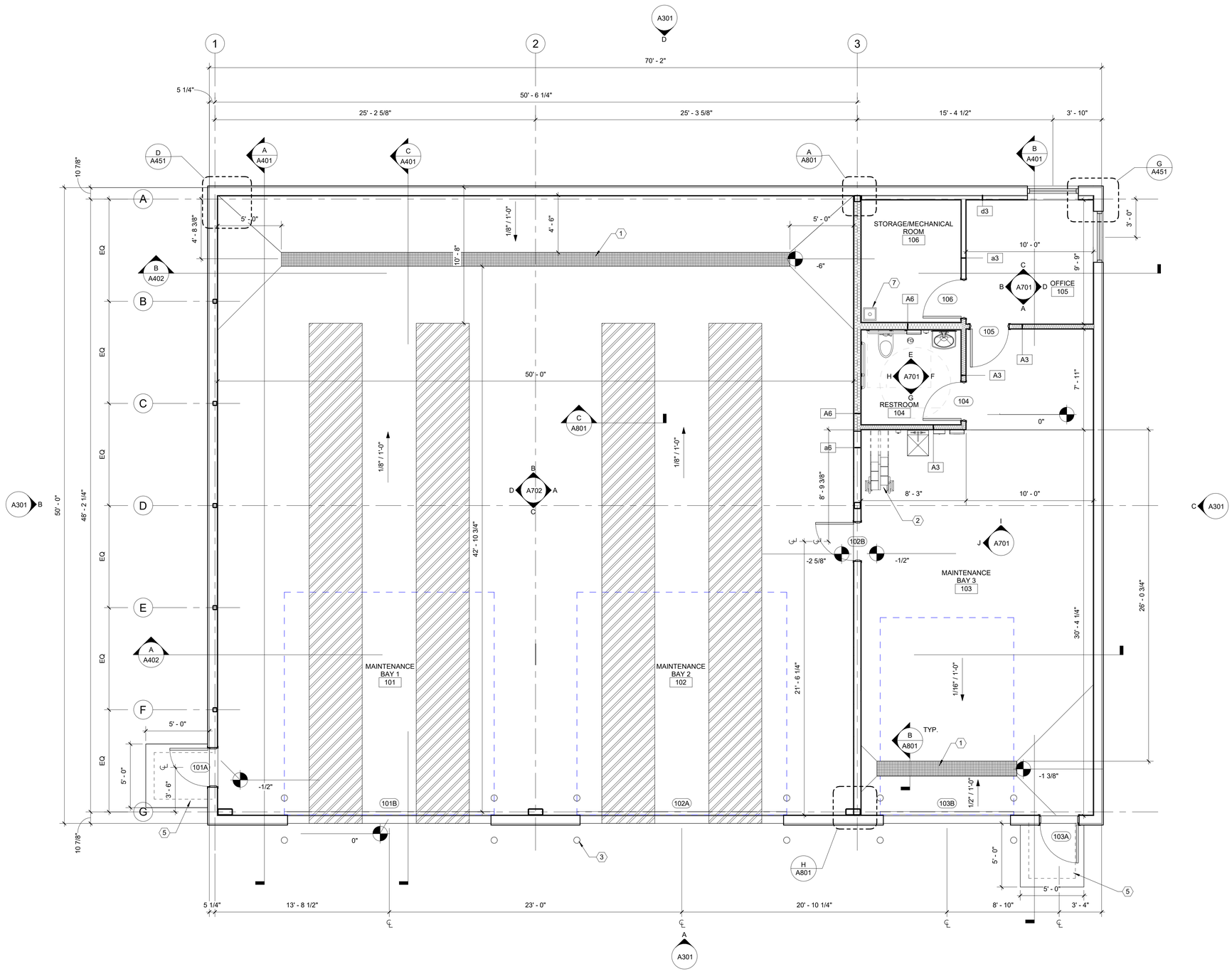
SHEET TITLE: FRAMING SECTIONS

SHEET NO.: S400



A NEW WORK FLOOR PLAN

0 4' - 0" 8' - 0" 12' - 0"

N

NEW WORK GENERAL NOTES

1. VERIFY EXISTING CONDITIONS BEFORE PROCEEDING WITH ANY WORK. NOTIFY THE ARCHITECT IF CONDITIONS ENCOUNTERED DIFFER FROM CONDITIONS ON THE DRAWINGS.
2. DIMENSIONS FOR METAL STUD PARTITIONS ARE TO THE FACE OF WALLBOARD, UNLESS NOTED OTHERWISE.
3. IN THE EVENT THAT A CONFLICT OR AMBIGUITY EXISTS WITHIN THE CONTRACT DOCUMENTS, INCLUDING BETWEEN TRADES OR BETWEEN THE DRAWINGS AND SPECIFICATIONS, THE CONTRACTOR SHALL (1) INCLUDE THE HIGHEST QUALITY AND LARGEST QUANTITY IN THEIR BID AND (2) CONSULT THE ARCHITECT FOR CLARIFICATION PRIOR TO BEGINNING THEIR WORK.
4. CONTRACTOR SHALL ACCEPT PROJECT CONDITIONS AS THEY ARE AND WILL BE RESPONSIBLE FOR ALL PATCHING AND REPAIRING REQUIRED TO FACILITATE NEW WORK. PATCHING AND REPAIRING SHALL INCLUDE, BUT IS NOT LIMITED TO, WALL PENETRATIONS, FLOOR PATCHING, FLOOR LEVELING, ETC.
5. PROVIDE FIRE TREATED WOOD BLOCKING FOR THE MOUNTING OF ALL WALL ACCESSORIES, CASEWORK, EQUIPMENT, ETC. REFER TO THE ACCESSORY MOUNTING HEIGHTS CHART ON SHEET G301 FOR TYPICAL MOUNTING HEIGHTS. COORDINATE WITH THE APPROPRIATE TRADE, SUBCONTRACTOR, AND/OR MANUFACTURER AS NEEDED. CONSULT THE ARCHITECT FOR ANY CLARIFICATIONS.
6. DOOR FRAMES ARE TO BE LOCATED 4" FROM ADJACENT WALL, UNLESS NOTED OTHERWISE.
7. PROVIDE TRANSITION STRIPS AND TERMINATION STRIPS AT CHANGES IN FLOORING MATERIAL TO ASSURE A SMOOTH TRANSITION OF FINISHES. WHERE APPROPRIATE, TRANSITIONS SHOULD BE AT THE CENTER OF THE DOOR, NOT THE FRAME.
8. MOUNT ALL FIRE EXTINGUISHERS AND FIRE EXTINGUISHER CABINETS SO THAT THE EXTINGUISHER HANDLE IS WITHIN CODE-COMPLIANT ACCESSIBLE REACH RANGES.

PLAN LEGEND

- EXISTING WALLS TO REMAIN
- NEW PARTITION
- MASONRY WALL
- OFOI
- OFCI
- NEW DOOR AND FRAME, SEE DOOR SCHEDULE
- EXISTING DOOR AND FRAME TO REMAIN
- NEW WINDOW AND FRAME
- OFVI

SYMBOL LEGEND

- (101) DOOR DESIGNATION
- (1) CODED NOTE DESIGNATION
- (X) WINDOW DESIGNATION
- 0 A3A WALL DESIGNATION
- (E) RESPONSIBILITY TAG

SHEET NOTES - PLAN

NUMBER	DESCRIPTION
1	12" TRENCH DRAIN W/ 14" GRATE COVER. RE: INT. DETAILS
2	ALTERNATING TREAD STAIR
3	6" PAINTED STEEL BOLLARD, TYP. RE: DETAIL A/A452
4	REMOVEABLE GUARD RAIL
5	CONCRETE FROST SLAB, RE: STRUCTURAL DETAILS
6	FIXED GUARD RAIL
7	FLOOR SINK PLUMBING FIXTURE. RE: PLUMBING DRAWINGS
8	3/4" PLYWOOD ON CFMF, RE: STRUCTURAL DRAWINGS

REVISIONS		
NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230

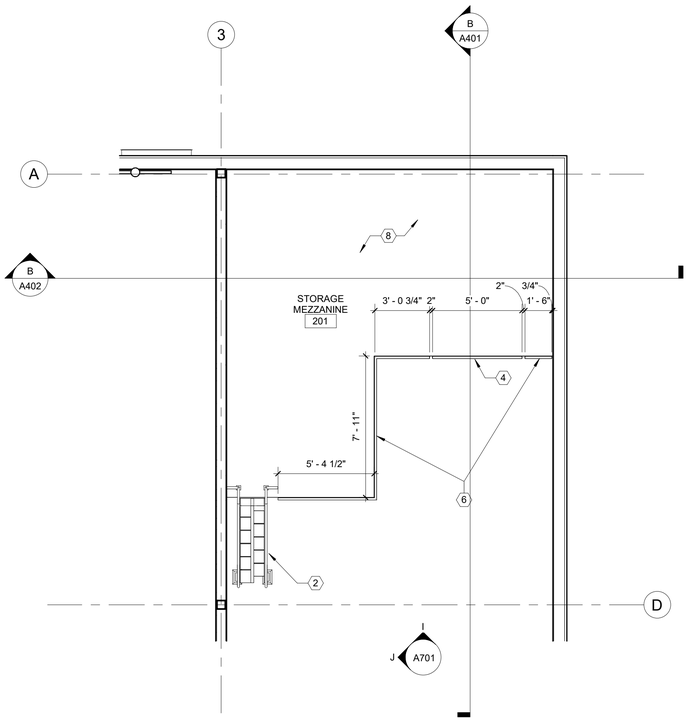
Gunnison County
200 E. Virginia
Gunnison, CO 81230

tel 614 785.0505
wellogy designing for life
6767 Longshore Street, Suite 540 • Dublin, OH 43017
www.wellogydesign.com

COMM. NO. 25043
PHASE: PERMIT SET
DATE: 08/05/25

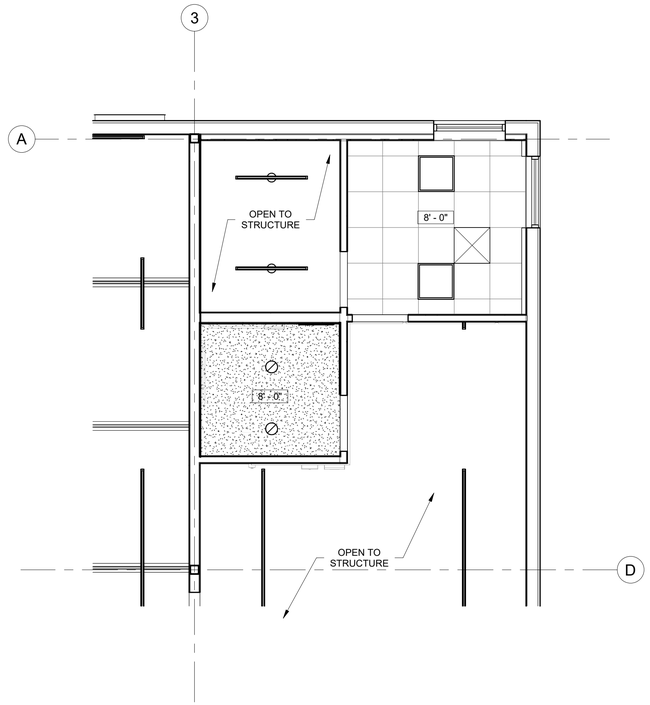
SHEET TITLE: OVERALL NEW WORK FLOOR PLAN

SHEET NO.: A101



A NEW WORK PLAN - MEZZANINE

0 4' - 0" 8' - 0" 12' - 0"



B REFLECTED CEILING PLAN - MEZZANINE

0 4' - 0" 8' - 0" 12' - 0"

NEW WORK GENERAL NOTES

1. VERIFY EXISTING CONDITIONS BEFORE PROCEEDING WITH ANY WORK. NOTIFY THE ARCHITECT IF CONDITIONS ENCOUNTERED DIFFER FROM CONDITIONS ON THE DRAWINGS.
2. DIMENSIONS FOR METAL STUD PARTITIONS ARE TO THE FACE OF WALLBOARD, UNLESS NOTED OTHERWISE.
3. IN THE EVENT THAT A CONFLICT OR AMBIGUITY EXISTS WITHIN THE CONTRACT DOCUMENTS, INCLUDING BETWEEN TRADES OR BETWEEN THE DRAWINGS AND SPECIFICATIONS, THE CONTRACTOR SHALL (1) INCLUDE THE HIGHEST QUALITY AND LARGEST QUANTITY IN THEIR BID AND (2) CONSULT THE ARCHITECT FOR CLARIFICATION PRIOR TO BEGINNING THEIR WORK.
4. CONTRACTOR SHALL ACCEPT PROJECT CONDITIONS AS THEY ARE AND WILL BE RESPONSIBLE FOR ALL PATCHING AND REPAIRING REQUIRED TO FACILITATE NEW WORK. PATCHING AND REPAIRING SHALL INCLUDE, BUT IS NOT LIMITED TO, WALL PENETRATIONS, FLOOR PATCHING, FLOOR LEVELING, ETC.
5. PROVIDE FIRE TREATED WOOD BLOCKING FOR THE MOUNTING OF ALL WALL ACCESSORIES, CASEWORK, EQUIPMENT, ETC. REFER TO THE ACCESSORY MOUNTING HEIGHTS CHART ON SHEET G301 FOR TYPICAL MOUNTING HEIGHTS. COORDINATE WITH THE APPROPRIATE TRADE, SUBCONTRACTOR, AND/OR MANUFACTURER AS NEEDED. CONSULT THE ARCHITECT FOR ANY CLARIFICATIONS.
6. DOOR FRAMES ARE TO BE LOCATED 4" FROM ADJACENT WALL, UNLESS NOTED OTHERWISE.
7. PROVIDE TRANSITION STRIPS AND TERMINATION STRIPS AT CHANGES IN FLOORING MATERIAL TO ASSURE A SMOOTH TRANSITION OF FINISHES. WHERE APPROPRIATE, TRANSITIONS SHOULD BE AT THE CENTER OF THE DOOR, NOT THE FRAME.
8. MOUNT ALL FIRE EXTINGUISHERS AND FIRE EXTINGUISHER CABINETS SO THAT THE EXTINGUISHER HANDLE IS WITHIN CODE-COMPLIANT ACCESSIBLE REACH RANGES.

PLAN LEGEND

- EXISTING WALLS TO REMAIN
- NEW PARTITION
- MASONRY WALL
- OFOI
- OFCI
- NEW DOOR AND FRAME, SEE DOOR SCHEDULE
- EXISTING DOOR AND FRAME TO REMAIN
- NEW WINDOW AND FRAME
- OFVI

SYMBOL LEGEND

- 101 DOOR DESIGNATION
- 1 CODED NOTE DESIGNATION
- X WINDOW DESIGNATION
- 0 A3A WALL DESIGNATION
- RESPONSIBILITY TAG

SHEET NOTES - PLAN

NUMBER	DESCRIPTION
1	12" TRENCH DRAIN W/ 14" GRATE COVER. RE: INT. DETAILS
2	ALTERNATING TREAD STAIR
3	6" PAINTED STEEL BOLLARD, TYP. RE: DETAIL A/A452
4	REMOVEABLE GUARD RAIL
5	CONCRETE FROST SLAB, RE: STRUCTURAL DETAILS
6	FIXED GUARD RAIL
7	FLOOR SINK PLUMBING FIXTURE. RE: PLUMBING DRAWINGS
8	3/4" PLYWOOD ON CFMF, RE: STRUCTURAL DRAWINGS

REVISIONS		
NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230

Gunnison County
200 E. Virginia
Gunnison, CO 81230

tel 614 785.0505
wellogy designing for life
6767 Longshore Street, Suite 540 • Dublin, OH 43017
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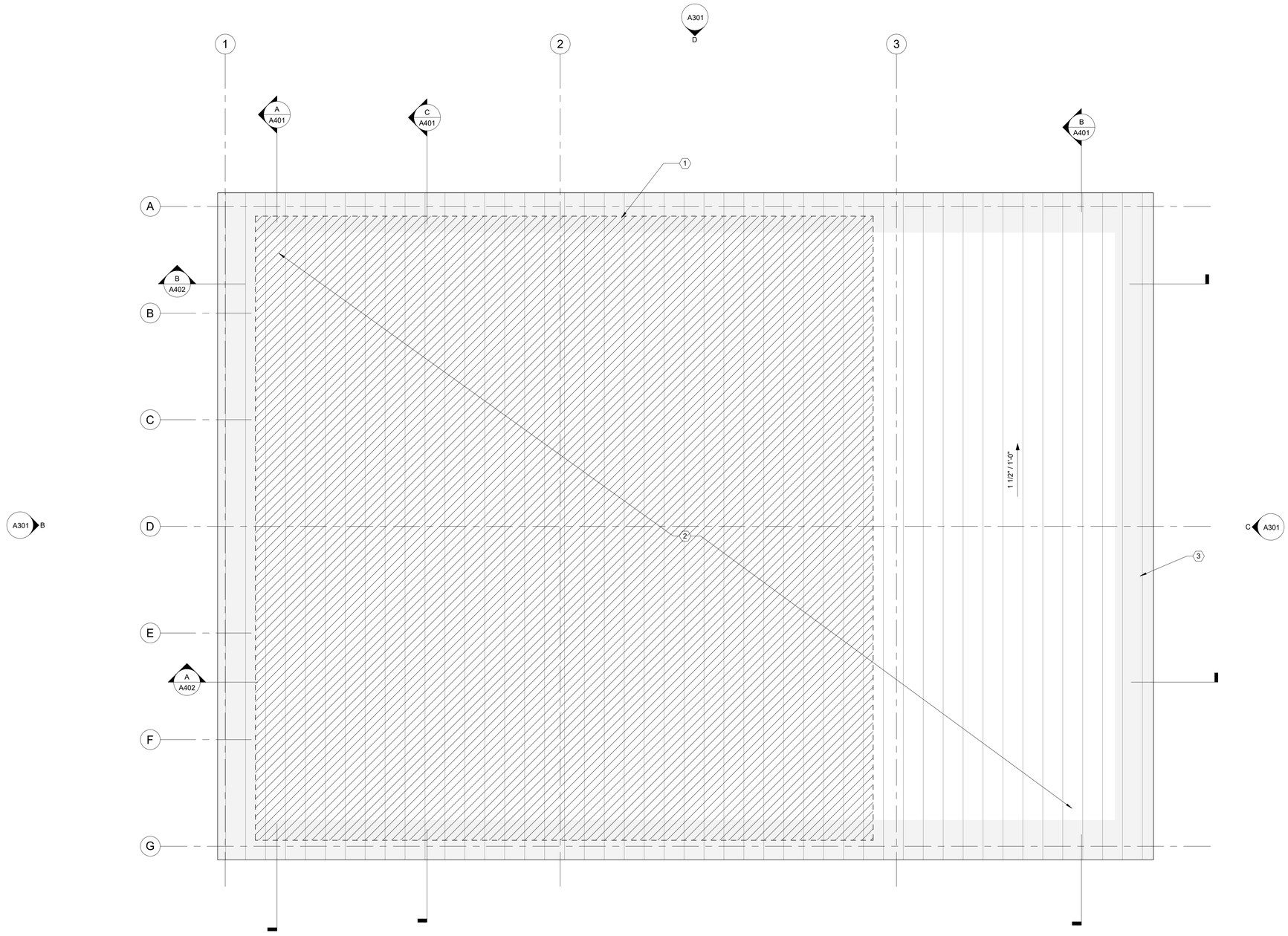
COMM. NO. 25043
PHASE: PERMIT SET
DATE: 08/05/25

SHEET TITLE: NEW WORK PLAN AND RCP - MEZZANINE

SHEET NO.: A102



A NEW WORK PLAN - ROOF

0 4' - 0" 8' - 0" 12' - 0"

N

ROOF GENERAL NOTES

1. COORDINATE ALL ROOF PENETRATIONS WITH THE OTHER RESPECTIVE TRADES BEFORE PROCEEDING WITH THE WORK.
2. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL REQUIRED FLASHING AND TERMINATIONS. COMPLY WITH MANUFACTURER'S RECOMMENDATIONS FOR SEAMS, FLASHINGS, TERMINATIONS, ETC.
3. ALL DISCREPANCIES BETWEEN FIELD CONDITIONS AND THE DOCUMENTS SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
4. CHANGES IN WORK PROPOSED BY THE CONTRACTOR SHALL BE APPROVED BY THE ARCHITECT IN WRITING PRIOR TO COMMENCEMENT OF THE WORK.
5. ROOF WORK INSTALLED INCORRECTLY OR NOT IN COMPLIANCE WITH THE CONTRACT SHALL BE REMOVED AND REINSTALLED TO THE APPROVAL OF THE ARCHITECT AT THE CONTRACTOR'S EXPENSE.
6. ROOF TOP MECHANICAL EQUIPMENT SHALL BE SECURED TO CURBS WITH HEX HEADED STAINLESS STEEL FASTENERS WITH NEOPRENE WASHERS AT A MAXIMUM SPACING OF 2'-0" O.C., UNLESS NOTED OTHERWISE.
7. REFER TO ARCHITECTURAL, PLUMBING, MECHANICAL, AND ELECTRICAL DRAWINGS FOR LOCATION, SIZE, AND QUANTITY OF PENETRATIONS THROUGH THE ROOF. CONTRACTORS ARE RESPONSIBLE FOR COORDINATION WITH ROOFING MANUFACTURER TO ENSURE COMPLIANCE WITH ROOF WARRANTY.

SHEET NOTES - ROOF

NUMBER	DESCRIPTION
1	LOCATION OF FUTURE SOLAR PANELS
2	STANDING SEAM METAL ROOF ON WEATHER BARRIER ON 3/4" SHEATHING ON STRUCTURAL INSULATED PANELS
3	LEAK BARRIER AT CODE REQUIRED WIDTH (3'-0" MIN.)

REVISIONS		
NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230

Gunnison County
200 E. Virginia
Gunnison, CO 81230

COMM. NO. 25043

PHASE: PERMIT SET

DATE: 08/05/25

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6767 Longshore Street, Suite 540 • Dublin, OH 43017
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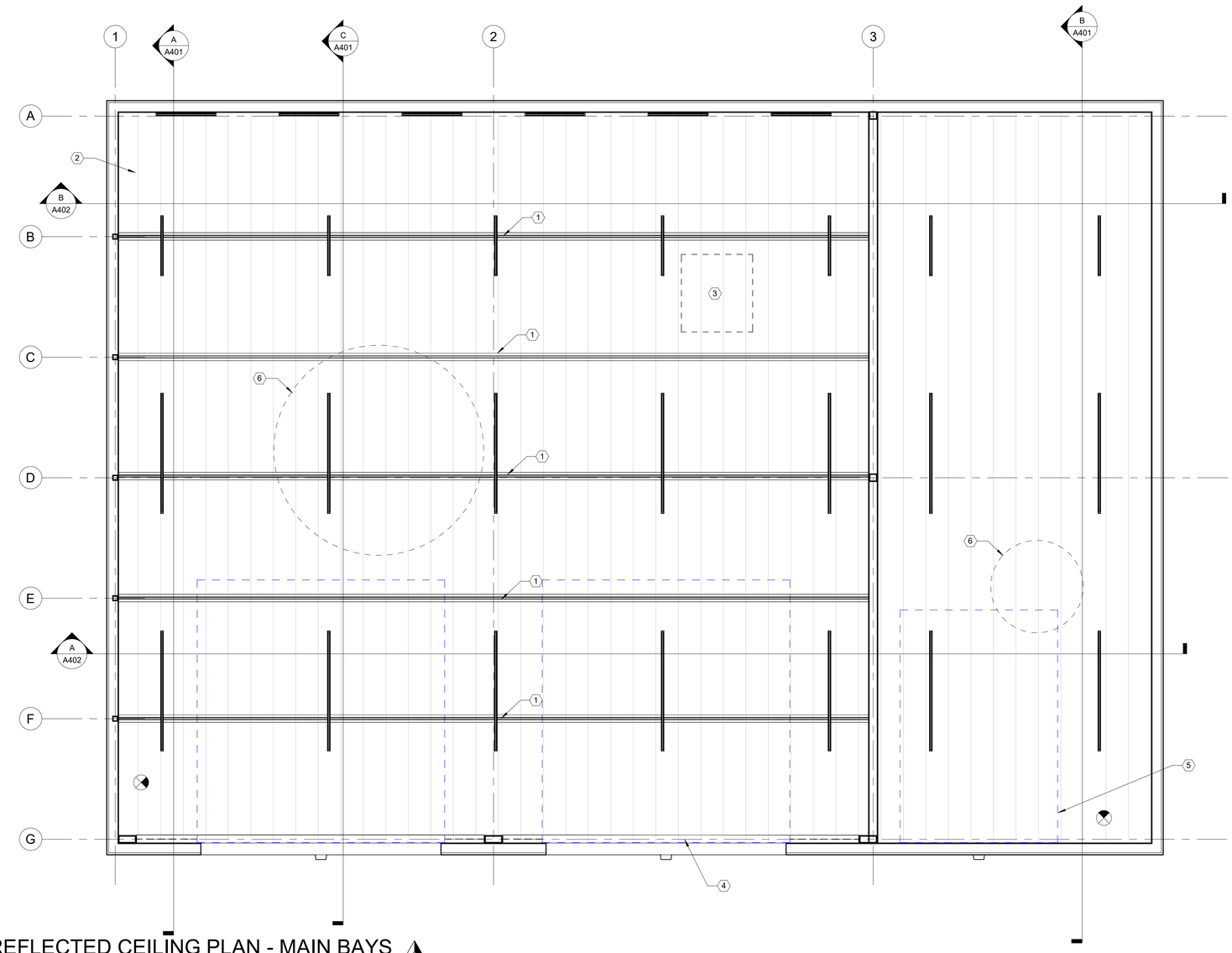
SHEET TITLE: NEW WORK PLAN - ROOF

SHEET NO.: A103



A REFLECTED CEILING PLAN - MAIN BAYS

0 8' - 0" 16' - 0" 24' - 0"

N

CEILING GENERAL NOTES

1. REFER TO MECHANICAL, ELECTRICAL & PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
2. REFER TO ROOM FINISH SCHEDULE FOR ALL CEILING FINISHES.
3. LIGHT FIXTURES, GRILLES, AND DIFFUSERS ARE TO BE LOCATED IN FINISHED CEILINGS AT LOCATIONS SHOWN ON ARCHITECTURAL REFLECTED CEILING PLANS. CONSULT ARCHITECT IF NEEDED FOR CLARIFICATION ON EXACT PLACEMENT. REFER TO ELECTRICAL & HVAC DRAWINGS, THIS SET, FOR LIGHTING & GRILLE/DIFFUSER DESIGN INTENT, RESPECTIVELY.
4. ALL CEILING GRID SYSTEMS SHALL BE CENTERED WITHIN THE ROOM, EACH DIRECTION UNLESS NOTED OTHERWISE.
5. DOWNLIGHTS & JUNCTION BOXES IN CEILING TILES/PANELS SHALL BE CENTERED IN CEILING TILES/ PANELS, UNLESS NOTED OTHERWISE.

CEILING LEGEND

REFER TO ELECTRIC AND MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION

- 2' X 2' ACOUSTICAL CEILING TILE SYSTEM
- 2' X 4' ACOUSTICAL CEILING TILE SYSTEM
- GYPSUM BOARD CEILING; REFER TO SPECIFICATIONS AND DETAILS FOR SPECIFIC WALLBOARD TYPES
- LINEAR UTILITY LIGHT REFER TO ELECT. DRAWINGS
- CEILING FAN
- 2' X 2' LAY-IN FIXTURE REFER TO ELECT. DRAWINGS
- 2' X 4' LAY-IN FIXTURE REFER TO ELECT. DRAWINGS
- 1' X 4' INDUSTRIAL FIXTURE REFER TO ELECT. DRAWINGS
- CAN LIGHT FIXTURE REFER TO ELECT. DRAWINGS
- SUPPLY AIR
- RETURN AIR
- DECORATIVE WALL SCONCE
- EXHAUST FAN
- PENDANT LIGHT
- SEMI-FLUSH FIXTURE
- XX (EJ) EXPANSION JOINT (CJ) CONTROL JOINT (CT) CLG HEIGHT TRANSITION

SHEET NOTES - RCP

NUMBER	DESCRIPTION
1	PAINTED BAR JOIST 5 @ 50' SPAN, RE: STRUCTURAL DRAWINGS
2	METAL LINER PANEL, MP-3. RE: FINISH SCHEDULE
3	ERV, RE: MECHANICAL DRAWINGS
4	PAINTED EXPOSED STRUCTURAL STEEL, RE: STRUCTURAL DRAWINGS
5	OVERHEAD DOOR TRACK, COORDINATE WITH LIGHTS
6	CEILING MOUNTED FAN. RE: MECHANICAL AND ELECTRICAL DRAWINGS

REVISIONS		
NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230

Gunnison County
200 E. Virginia
Gunnison, CO 81230

COMM. NO. 25043

PHASE: PERMIT SET

DATE: 08/05/25

tel 614 785.0505
wellogy designing for life
6767 Longshore Street, Suite 540 • Dublin, OH 43017
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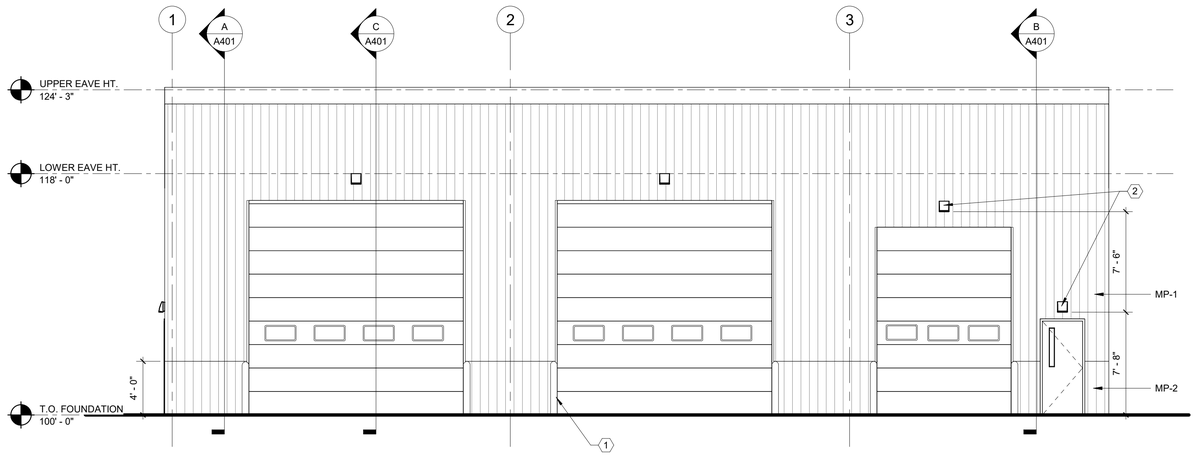
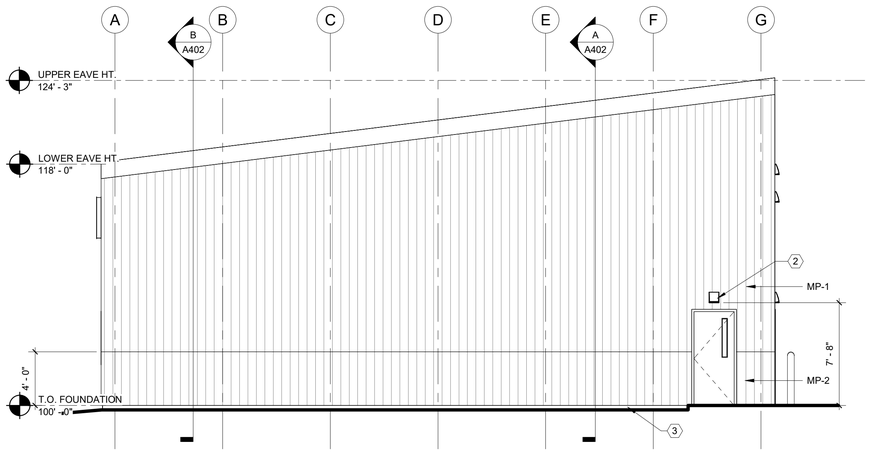
SHEET TITLE: REFLECTED CEILING PLAN

SHEET NO.: A201



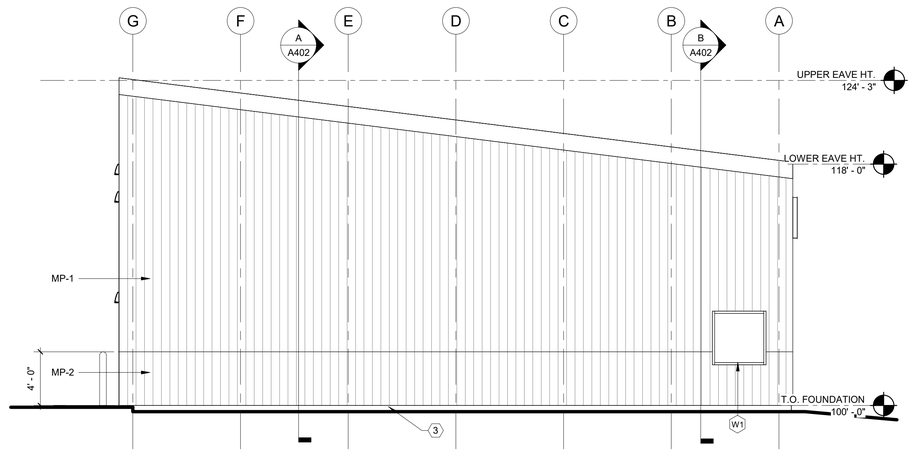
A SOUTH ELEVATION - NEW WORK

0 4' - 0" 8' - 0" 12' - 0"



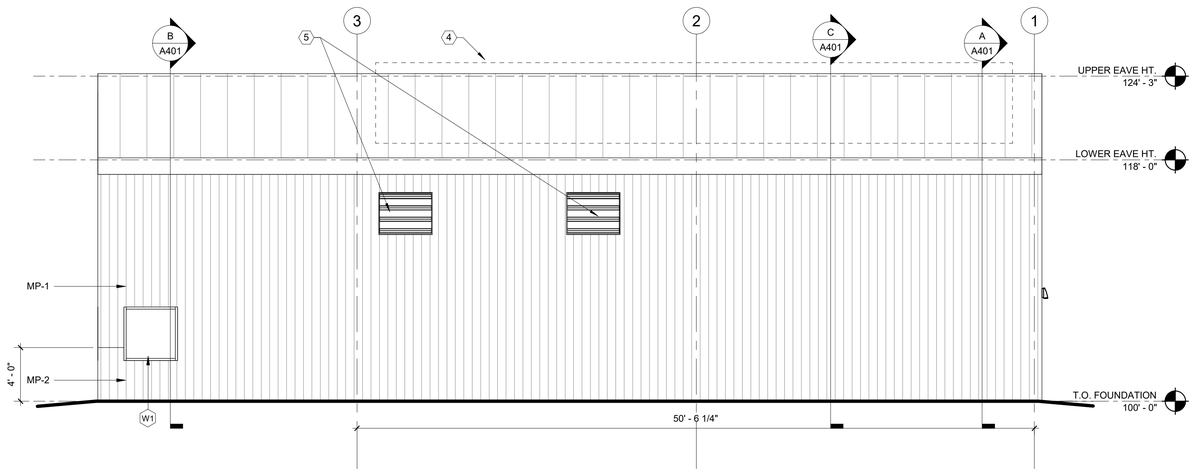
B WEST ELEVATION - NEW WORK

0 4' - 0" 8' - 0" 12' - 0"



C EAST ELEVATION - NEW WORK

0 4' - 0" 8' - 0" 12' - 0"



D NORTH ELEVATION - NEW WORK

0 4' - 0" 8' - 0" 12' - 0"

EXTERIOR ELEVATION GENERAL NOTES

1. COORDINATE METAL STRAPPING INSTALLATION ON WALL PANELS WITH STRUCTURALLY INSULATED WALL PANEL PROVIDER.
2. EXTERIOR GRADE TO SLOPE AWAY FROM BUILDING, EVEN IF NOT SHOWN ON ELEVATIONS FOR CLARITY PURPOSES.

SHEET NOTES - EXT. ELEVATIONS

NUMBER	DESCRIPTION
1	8" PAINTED BOLLARDS, RE: B/AS101
2	WALL PACK LIGHTING, RE: ELECTRICAL DRAWINGS
3	FOUNDATION WALL PROTECTION BOARD, RE: FOUNDATION DTLS
4	FUTURE PHOTOVOLTAIC PANEL LOCATION
5	LOUVER, RE: MECHANICAL DRAWINGS

REVISIONS		
NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230

Gunnison County
200 E. Virginia
Gunnison, CO 81230

COMM. NO. 25043

PHASE: PERMIT SET

DATE: 08/05/25

tel 614 785.0505
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6767 Longshore Street, Suite 540 • Dublin, OH 43017
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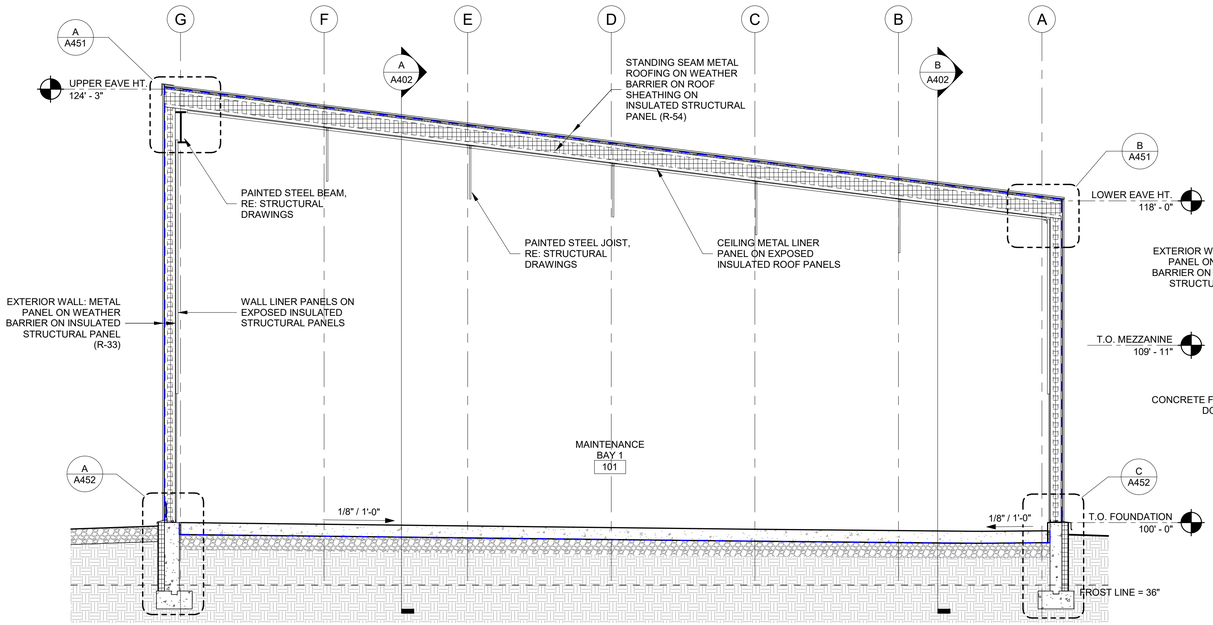
SHEET TITLE: EXTERIOR ELEVATIONS

SHEET NO.: A301



A LARGE BAY SECTION

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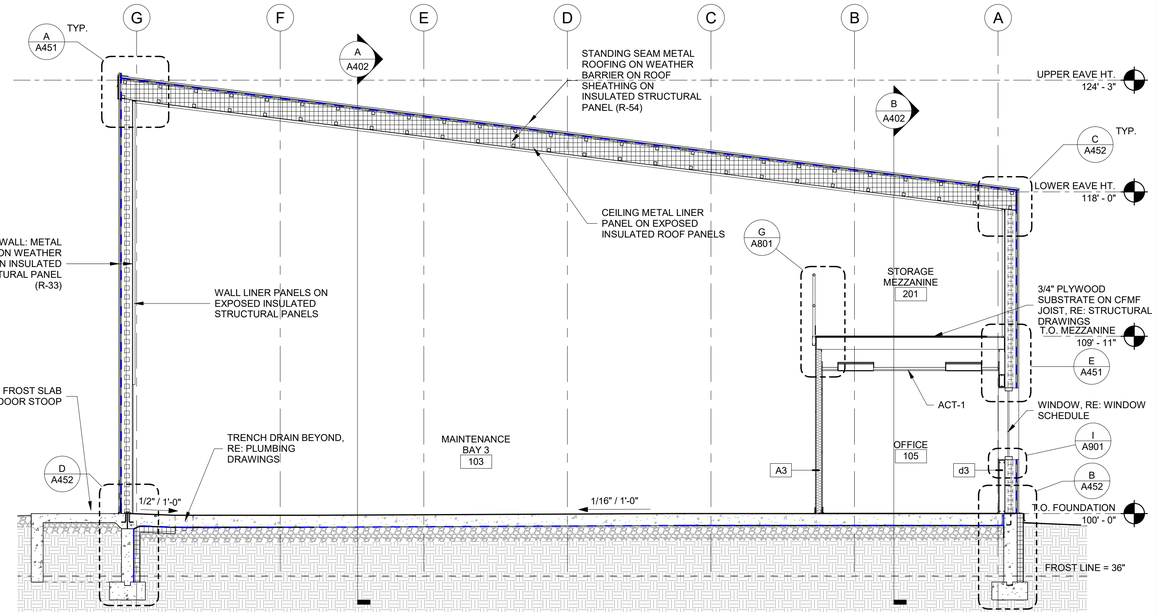
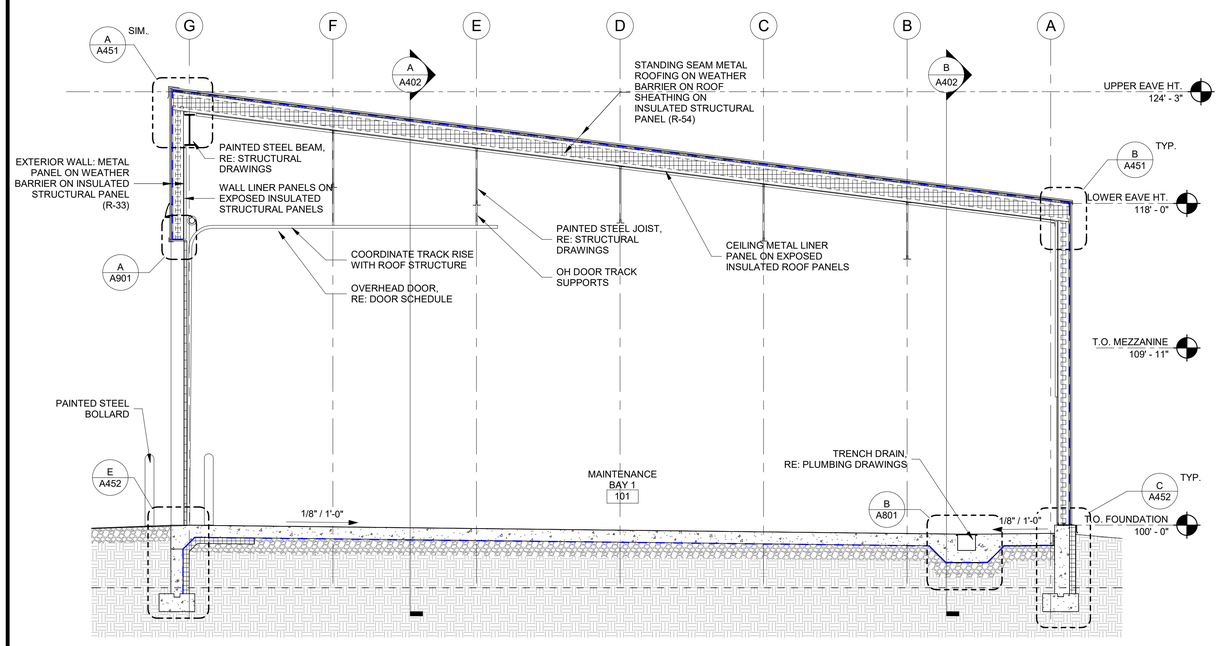


B MEZZANINE SECTION

0 4' - 0" 8' - 0" 12' - 0"



C BUILDING SECTION - OVERHEAD DOOR

0 4' - 0" 8' - 0" 12' - 0"

REVISIONS		
NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230

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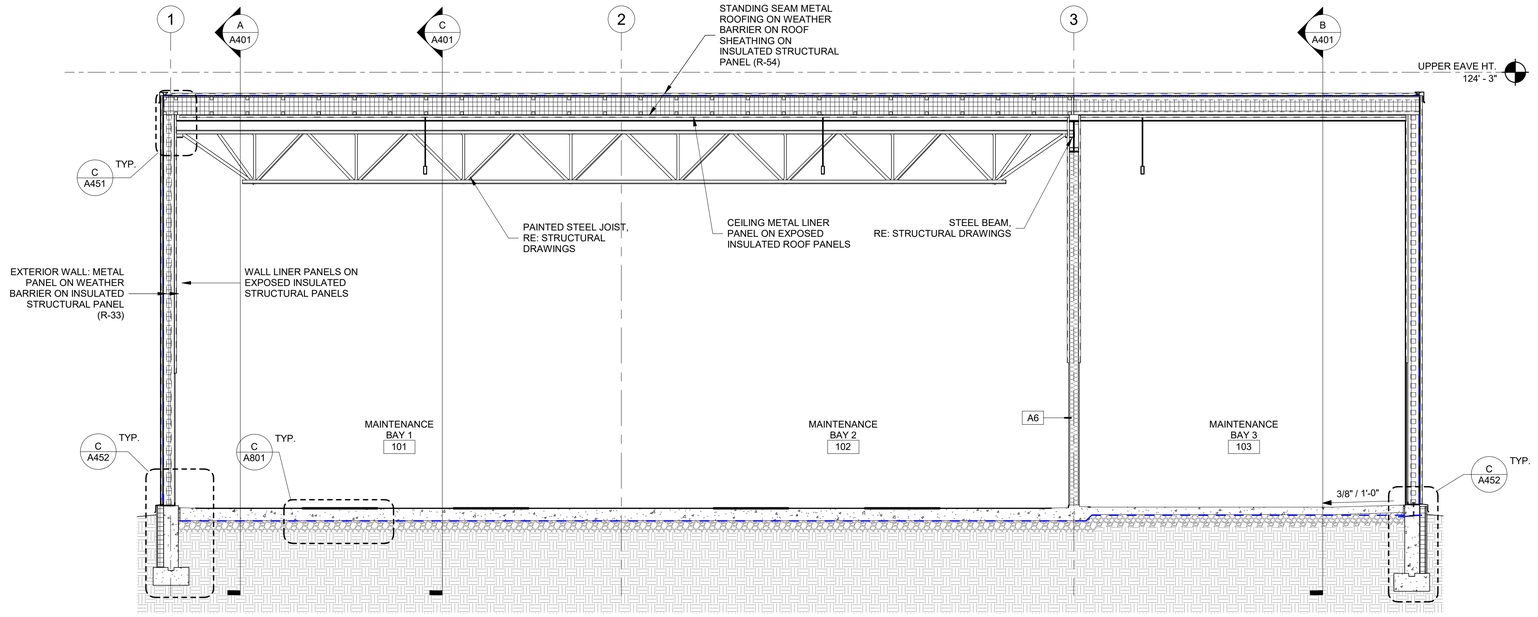
COMM. NO. 25043

PHASE: PERMIT SET

DATE: 08/05/25

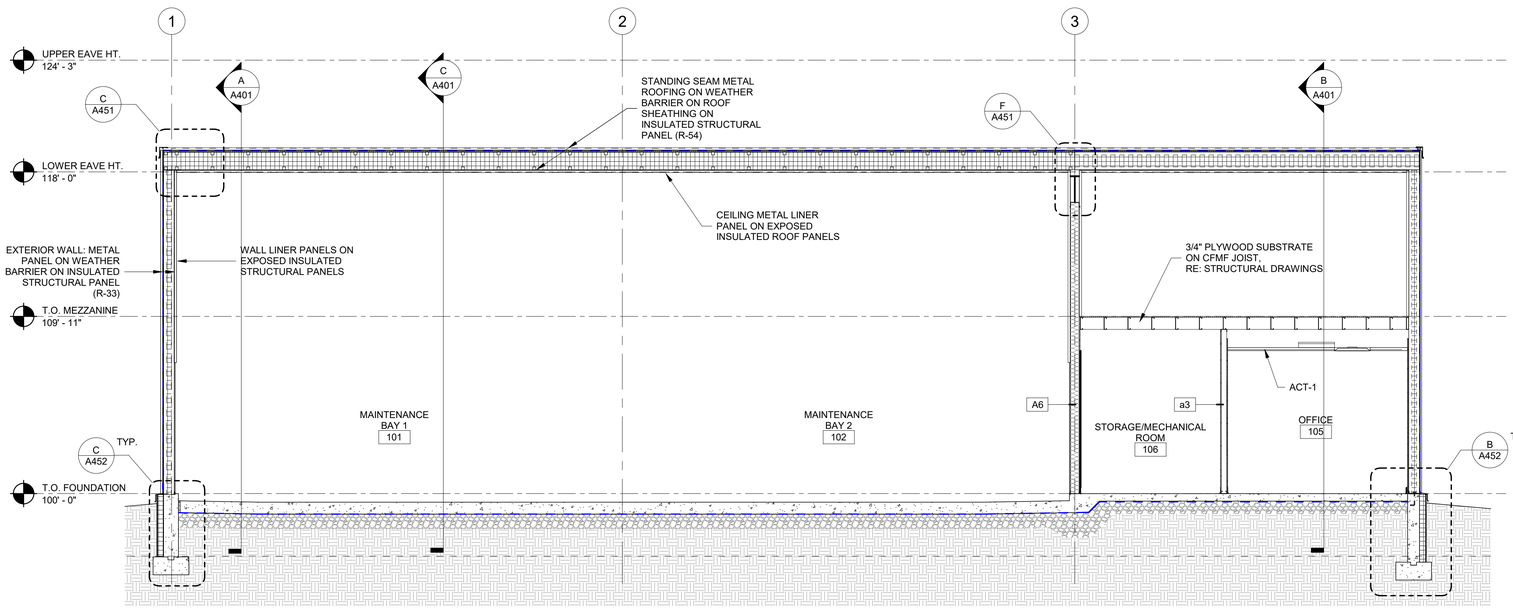
SHEET TITLE: BUILDING SECTIONS

SHEET NO.: A401



A BUILDING SECTION - LONGITUDINAL 2

0 4' - 0" 8' - 0" 12' - 0"



B LONGITUDINAL BUILDING SECTION

0 4' - 0" 8' - 0" 12' - 0"

REVISIONS		
NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230

Gunnison County
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6767 Longshore Street, Suite 540 • Dublin, OH 43017
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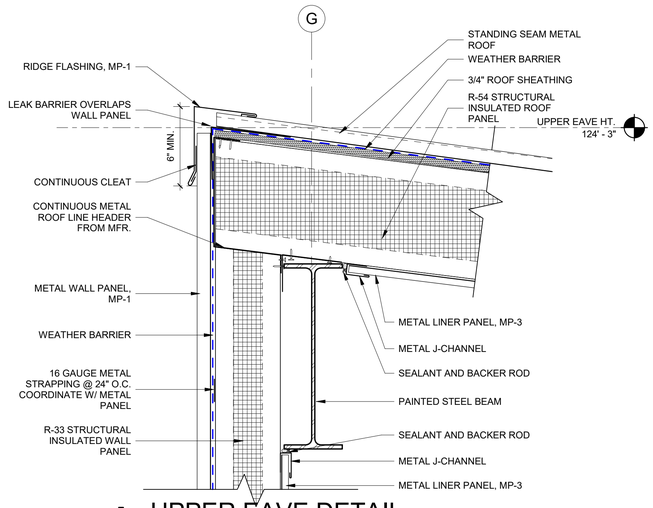
COMM. NO. 25043

PHASE: PERMIT SET

DATE: 08/05/25

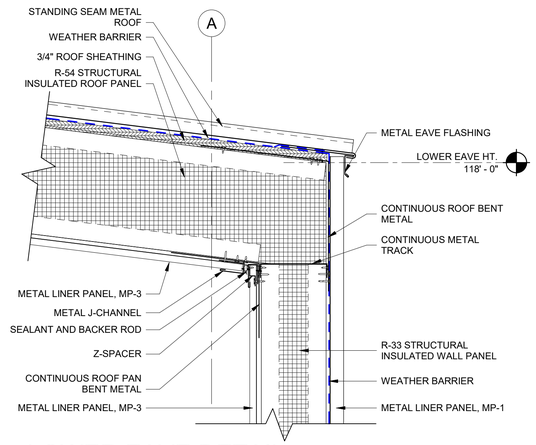
SHEET TITLE: BUILDING SECTIONS

SHEET NO.: A402



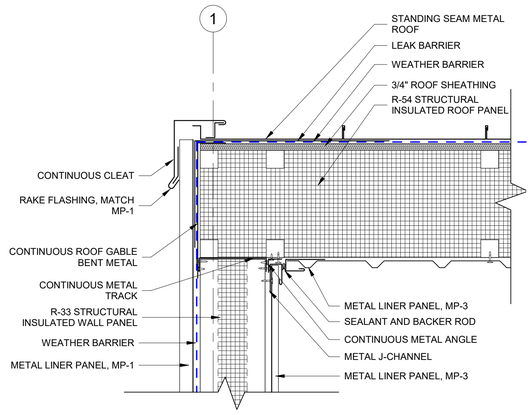
A UPPER EAVE DETAIL

0 0' - 6" 1' - 0" 1' - 6"



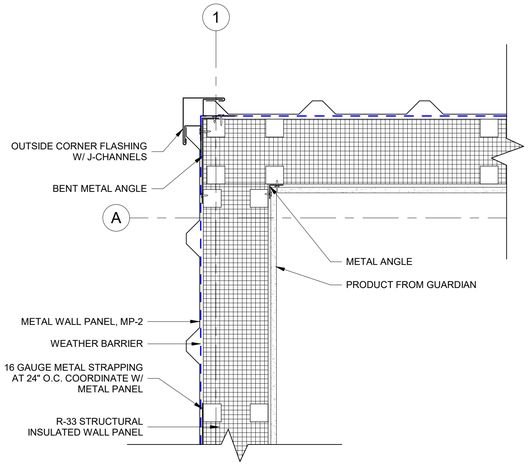
B LOWER EAVE DETAIL

0 0' - 6" 1' - 0" 1' - 6"



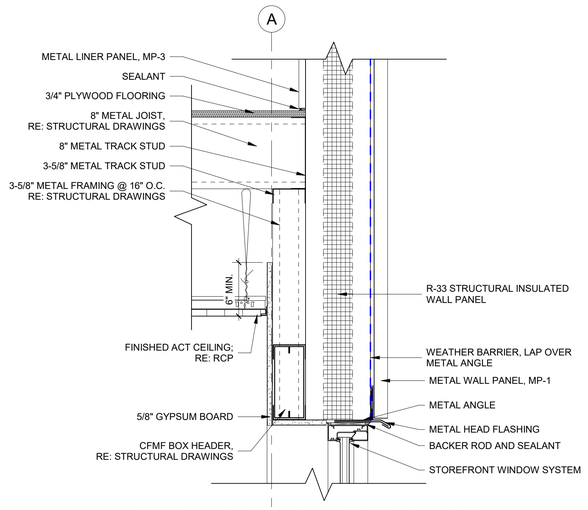
C RAKE DETAIL TYP.

0 0' - 6" 1' - 0" 1' - 6"



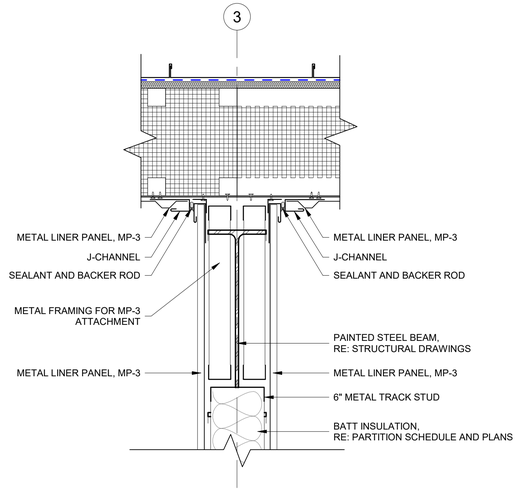
D PLAN DETAIL @ OUTSIDE CORNER

0 0' - 6" 1' - 0" 1' - 6"



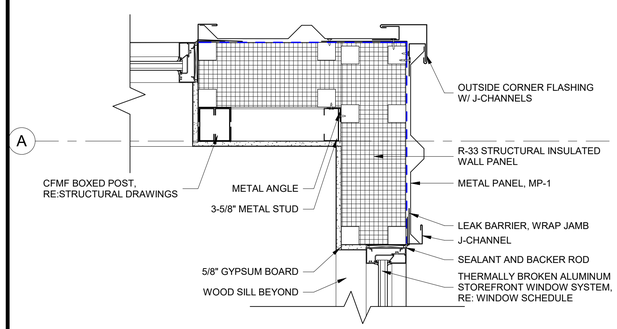
E MEZZANINE CONNECTION DTL

0 0' - 6" 1' - 0" 1' - 6"



F PANEL CONNECTION @ STEEL BEAM

0 0' - 6" 1' - 0" 1' - 6"



G PLAN DETAIL @ MEZZANINE

0 0' - 6" 1' - 0" 1' - 6"

REVISIONS		
NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

GUNNISON LANDFILL MAINTENANCE BUILDING
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Gunnison, CO 81230

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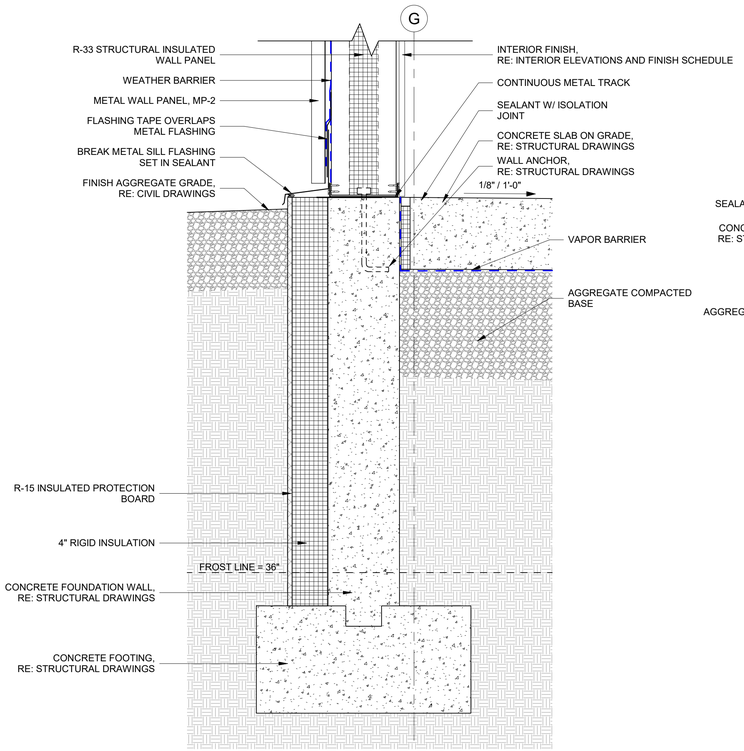
COMM. NO. 25043

PHASE: PERMIT SET

DATE: 08/05/25

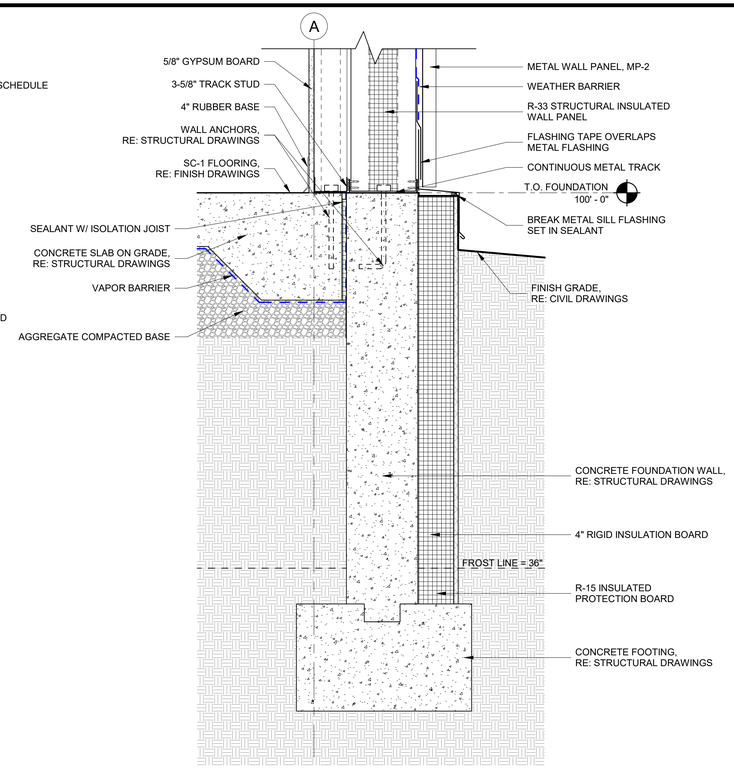
SHEET TITLE: EXTERIOR DETAILS

SHEET NO.: A451



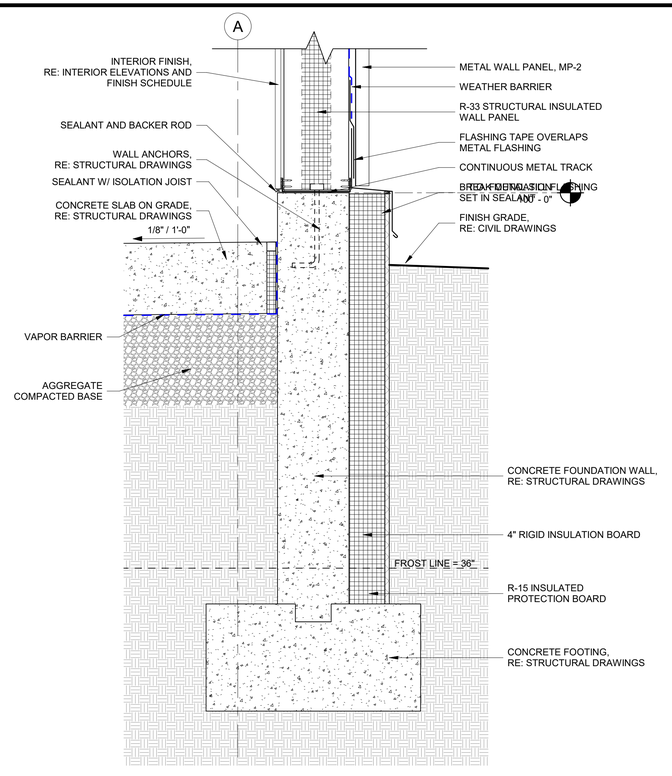
A SOUTH FOUNDATION DETAIL

0 0' - 6" 1' - 0" 1' - 6"



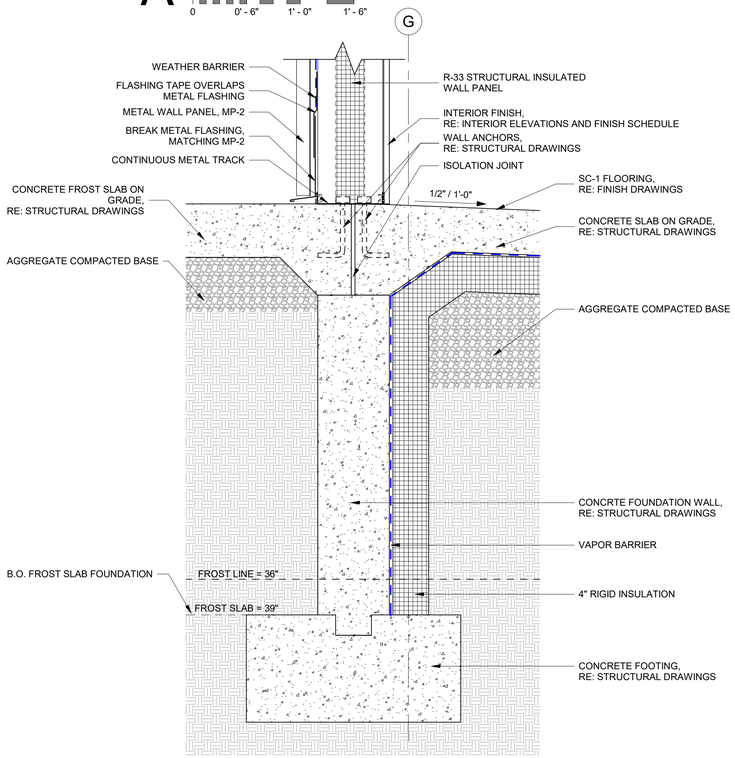
B NORTH FOUNDATION DTL @ MEZZANINE

0 0' - 6" 1' - 0" 1' - 6"



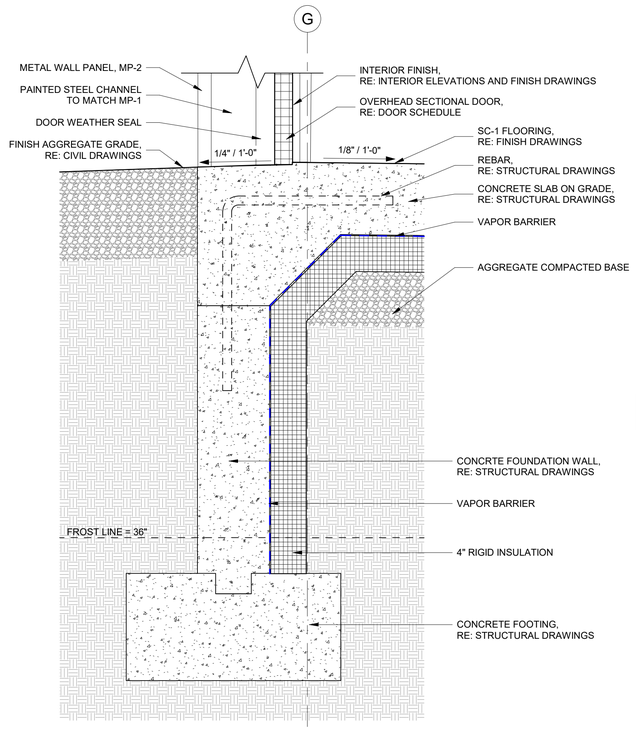
C NORTH FOUNDATION DETAIL

0 0' - 6" 1' - 0" 1' - 6"



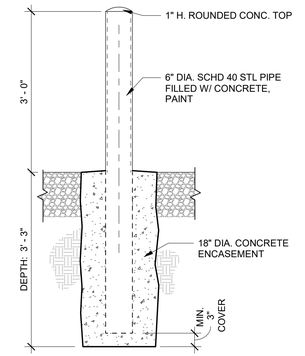
D SOUTH FOUNDATION DTL @ FROST SLAB

0 0' - 6" 1' - 0" 1' - 6"



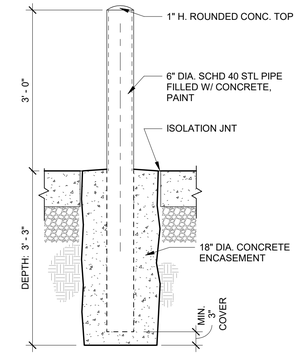
E SOUTH FOUNDATION DTL @ OH DOOR

0 0' - 6" 1' - 0" 1' - 6"



F TYP. EXTERIOR BOLLARD

0 0' - 6" 1' - 0" 1' - 6"



G TYP. INTERIOR BOLLARD

0 1' - 0" 2' - 0" 3' - 0"

REVISIONS		
NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230

Gunnison County
200 E. Virginia
Gunnison, CO 81230

COMM. NO. 25043

PHASE: PERMIT SET

DATE: 08/05/25

tel 614 785.0505
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6767 Longshore Street, Suite 540 • Dublin, OH 43017
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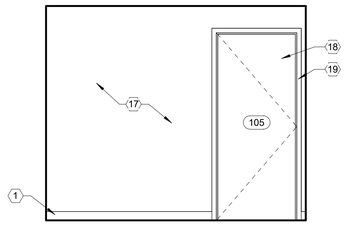
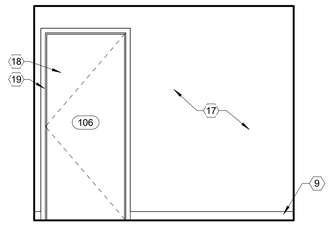
SHEET TITLE: FOUNDATION DETAILS

SHEET NO.: A452



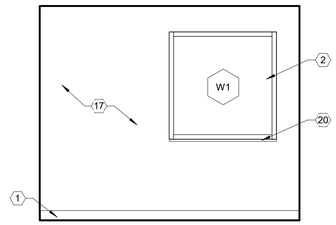
A OFFICE 105 - SOUTH ELEVATION

0 2' - 0" 4' - 0" 6' - 0"



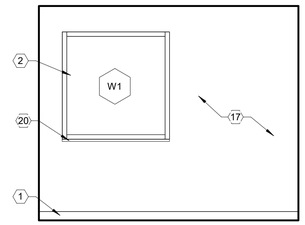
B OFFICE 105 - WEST ELEVATION

0 2' - 0" 4' - 0" 6' - 0"



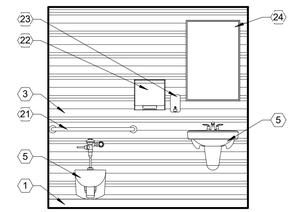
C OFFICE 105 NORTH ELEVATION

0 2' - 0" 4' - 0" 6' - 0"



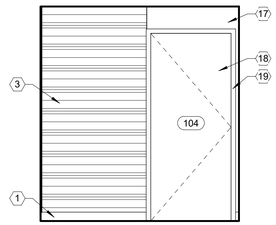
D OFFICE 105 EAST ELEVATION

0 2' - 0" 4' - 0" 6' - 0"



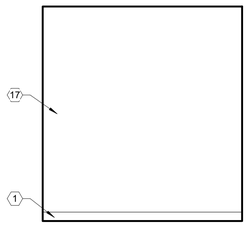
E RESTROOM - NORTH

0 2' - 0" 4' - 0" 6' - 0"



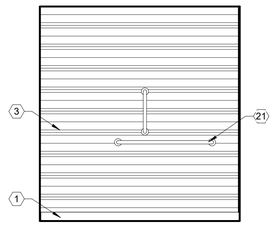
F RESTROOM - EAST

0 2' - 0" 4' - 0" 6' - 0"



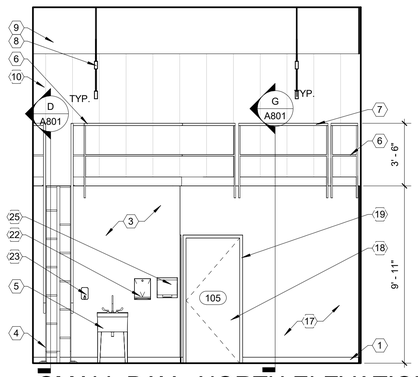
G RESTROOM - SOUTH

0 2' - 0" 4' - 0" 6' - 0"



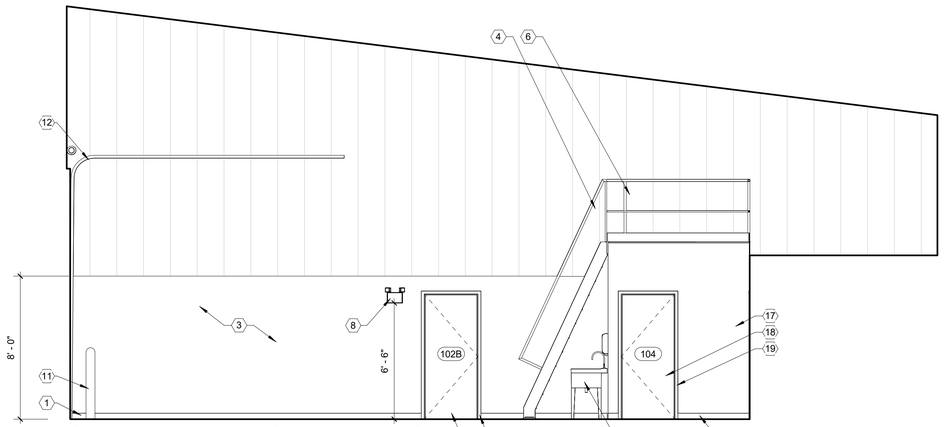
H RESTROOM - WEST

0 2' - 0" 4' - 0" 6' - 0"



I SMALL BAY - NORTH ELEVATION

0 4' - 0" 8' - 0" 12' - 0"



J SMALL BAY - WEST ELEVATION

0 4' - 0" 8' - 0" 12' - 0"

INTERIOR ELEVATION GENERAL NOTES

1. ALL DIMENSIONS INDICATED ON INTERIOR ELEVATIONS ARE MEASURED FROM FACE OF FINISH UNLESS OTHERWISE NOTED.
2. REFER TO FINISH SCHEDULE AND PLANS FOR ADDITIONAL FINISH INFORMATION.
3. TOLERANCE FOR BUILT-IN ITEMS, INCLUDING CASEWORK, MILLWORK, APPLIANCES, ETC. MUST BE FULLY COORDINATED TO ENSURE ADEQUATE FIT AND PROPER CLEARANCES.
4. REFER TO THE TYPICAL MOUNTING HEIGHTS DIAGRAM FOR MOUNTING HEIGHTS OF ACCESSORIES AND DEVICES AND ASSOCIATED IN-WALL BLOCKING.
5. REFER TO THE ELECTRICAL DRAWINGS FOR LIGHT FIXTURE TYPES AND MOUNTING REQUIREMENTS. WHERE UNDER CABINET LIGHTING IS INDICATED, PROVIDE 2" APRON AT FRONT AND EXPOSED EDGES TO CONCEAL, UNLESS NOTED OTHERWISE.

SYMBOL LEGEND

RESPONSIBILITY TAG

OFCI

OFOI

OFVI

SHEET NOTES - INT. ELEVATIONS

NUMBER	DESCRIPTION
1	4" RUBBER BASE, RB-1
2	STOREFRONT WINDOW, RE: WINDOW SCHEDULE
3	8'-0" HIGH FRP PANELS, RE: FINISH PLAN AND SCHEDULE
4	ALTERNATING STEP TREAD LADDER
5	PLUMBING FIXTURE, RE: PLUMBING DRAWINGS
6	FIXED 1-1/2" OF GUARD RAIL
7	REMOVEABLE 1-1/2" GUARD RAIL
8	LIGHT FIXTURE, RE: ELECTRICAL DRAWINGS
9	CEILING METAL LINER PANEL, MP-3
10	METAL LINER PANEL, MP-3. RE: FINISH SCHEDULE
11	6" DIAMETER BOLLARD, RE: DETAIL B/A452
12	OVERHEAD DOOR, RE: EXT. ELEVATIONS AND DOOR SCHEDULE
13	WALL MOUNTED FIRE EXTINGUISHER
14	INTERIOR FINISH, RE: FINISH PLAN AND SCHEDULE
15	EXPOSED CONCRETE FOUNDATION
16	PAINTED (PT-1) STEEL FRAME, RE: STRUCTURAL DRAWINGS
17	PAINTED GYPSUM BOARD, PT-1
18	HOLLOW METAL DOOR, RE: DOOR SCHEDULE
19	HOLLOW METAL FRAME, RE: DOOR SCHEDULE
20	PAINTED 1X4 WOOD SILL
21	ADA GRAB BARS, RE: SHEET G301
22	PAPER TOWEL DISPENSER
23	SOAP DISPENSER
24	MIRROR, 24" W X 36" H
25	HAND DRYER
26	PAINTED STEEL JOIST, RE: STRUCTURAL DRAWINGS
27	PAINTED (PT-1) WOOD 2X12 BLOCKING FOR OVERHEAD DOOR HARDWARE

REVISIONS

NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230

Gunnison County
200 E. Virginia
Gunnison, CO 81230

COMM. NO. 25043

PHASE: PERMIT SET

DATE: 08/05/25

tel 614 785.0505
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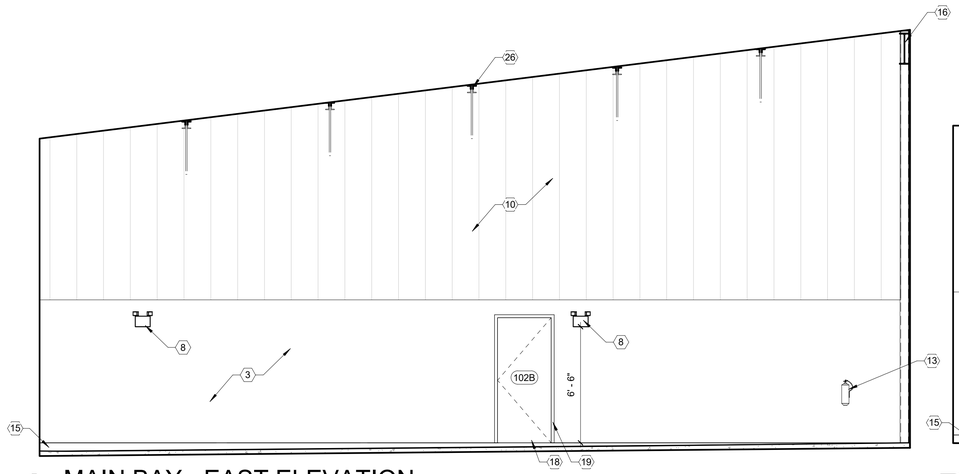
6767 Longshore Street, Suite 540 • Dublin, OH 43017
www.wellogydesign.com

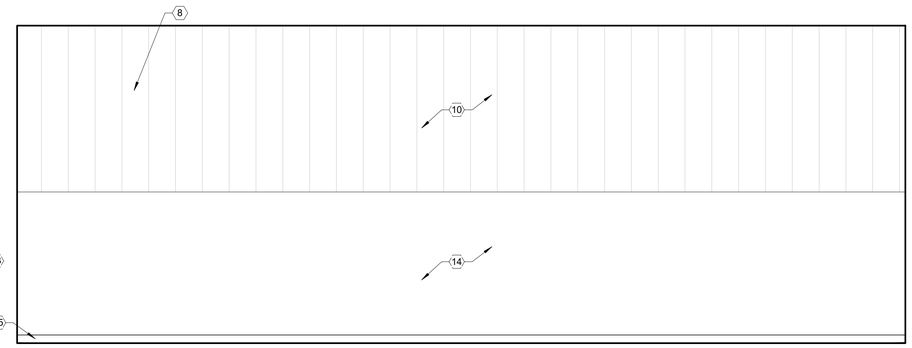
SHEET TITLE: INTERIOR ELEVATIONS

SHEET NO.: A701



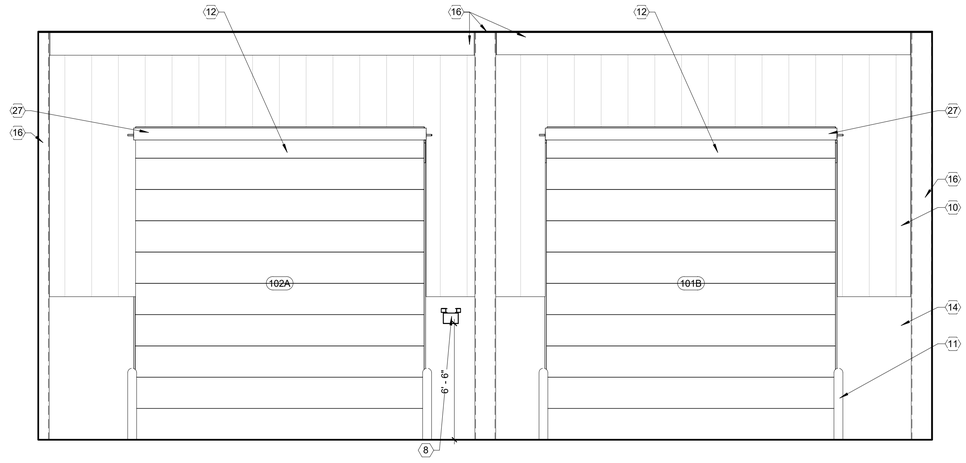
A MAIN BAY - EAST ELEVATION

0 4' - 0" 8' - 0" 12' - 0"



B MAIN BAY - NORTH ELEVATION

0 4' - 0" 8' - 0" 12' - 0"



C MAIN BAY - SOUTH ELEVATION

0 4' - 0" 8' - 0" 12' - 0"

D MAIN BAY - WEST ELEVATION

0 4' - 0" 8' - 0" 12' - 0"

INTERIOR ELEVATION GENERAL NOTES

1. ALL DIMENSIONS INDICATED ON INTERIOR ELEVATIONS ARE MEASURED FROM FACE OF FINISH UNLESS OTHERWISE NOTED.
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3. TOLERANCE FOR BUILT-IN ITEMS, INCLUDING CASEWORK, MILLWORK, APPLIANCES, ETC. MUST BE FULLY COORDINATED TO ENSURE ADEQUATE FIT AND PROPER CLEARANCES.
4. REFER TO THE TYPICAL MOUNTING HEIGHTS DIAGRAM FOR MOUNTING HEIGHTS OF ACCESSORIES AND DEVICES AND ASSOCIATED IN-WALL BLOCKING.
5. REFER TO THE ELECTRICAL DRAWINGS FOR LIGHT FIXTURE TYPES AND MOUNTING REQUIREMENTS. WHERE UNDER CABINET LIGHTING IS INDICATED, PROVIDE 2" APRON AT FRONT AND EXPOSED EDGES TO CONCEAL, UNLESS NOTED OTHERWISE.

SYMBOL LEGEND

RESPONSIBILITY TAG

OFCI

OFOI

OFVI

SHEET NOTES - INT. ELEVATIONS

NUMBER	DESCRIPTION
1	4" RUBBER BASE, RB-1
2	STOREFRONT WINDOW, RE: WINDOW SCHEDULE
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8	LIGHT FIXTURE, RE: ELECTRICAL DRAWINGS
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10	METAL LINER PANEL, MP-3. RE: FINISH SCHEDULE
11	6" DIAMETER BOLLARD, RE: DETAIL B/A452
12	OVERHEAD DOOR, RE: EXT. ELEVATIONS AND DOOR SCHEDULE
13	WALL MOUNTED FIRE EXTINGUISHER
14	INTERIOR FINISH, RE: FINISH PLAN AND SCHEDULE
15	EXPOSED CONCRETE FOUNDATION
16	PAINTED (PT-1) STEEL FRAME, RE: STRUCTURAL DRAWINGS
17	PAINTED GYPSUM BOARD, PT-1
18	HOLLOW METAL DOOR, RE: DOOR SCHEDULE
19	HOLLOW METAL FRAME, RE: DOOR SCHEDULE
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21	ADA GRAB BARS, RE: SHEET G301
22	PAPER TOWEL DISPENSER
23	SOAP DISPENSER
24	MIRROR, 24" W X 36" H
25	HAND DRYER
26	PAINTED STEEL JOIST, RE: STRUCTURAL DRAWINGS
27	PAINTED (PT-1) WOOD 2X12 BLOCKING FOR OVERHEAD DOOR HARDWARE

REVISIONS		
NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230

Gunnison County
200 E. Virginia
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tel 614 785.0505
wellogy designing for life
6767 Longshore Street, Suite 540 • Dublin, OH 43017
www.wellogydesign.com

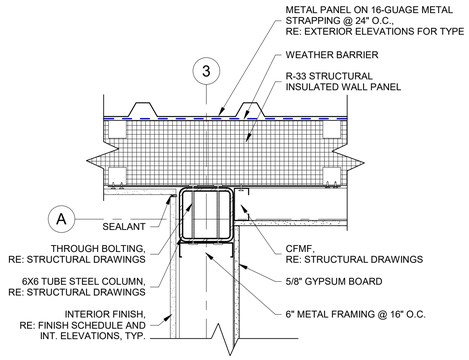
COMM. NO. 25043

PHASE: PERMIT SET

DATE: 08/05/25

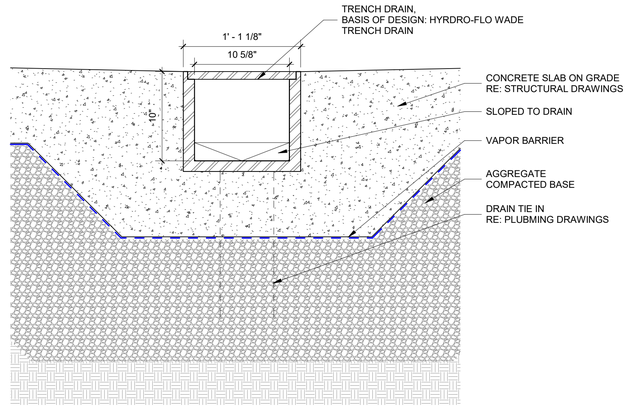
SHEET TITLE: INTERIOR ELEVATIONS

SHEET NO.: A702



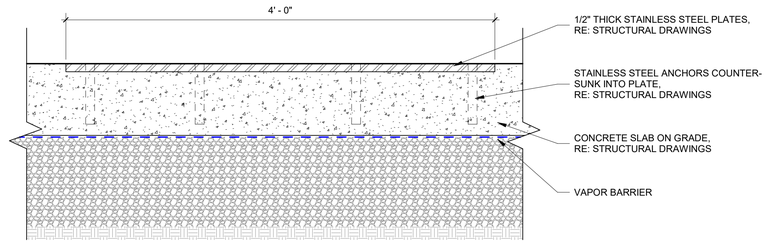
A PLAN DETAIL - INTERIOR TO EXTERIOR WALL

0 0' - 6" 1' - 0" 1' - 6"



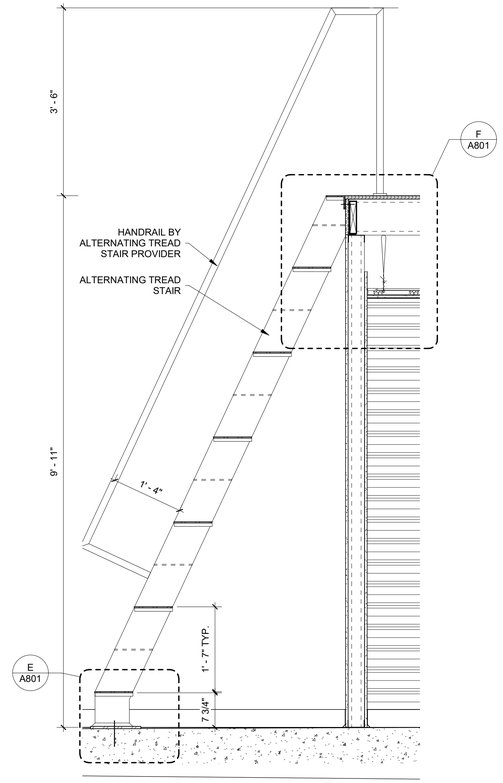
B TRENCH DRAIN SECTION DETAIL

0 0' - 6" 1' - 0" 1' - 6"



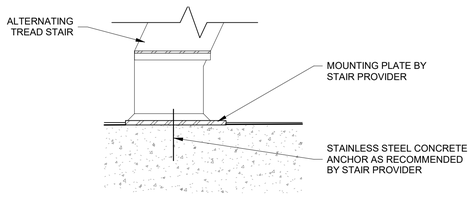
C EMBEDDED STEEL PLATE DETAIL

0 0' - 6" 1' - 0" 1' - 6"



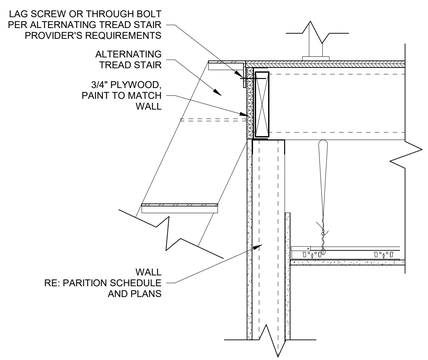
D ALTERNATING TREAD STAIR

0 1' - 0" 2' - 0" 3' - 0"



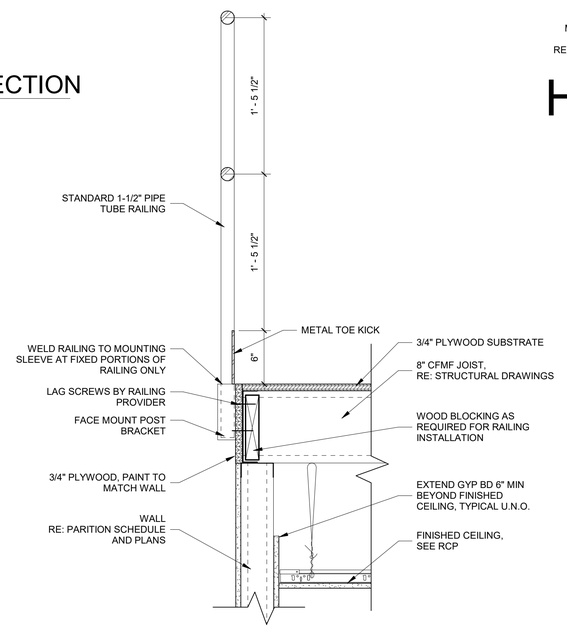
E ALTERNATING TREAD STAIR - BASE CONNECTION

0 0' - 6" 1' - 0" 1' - 6"



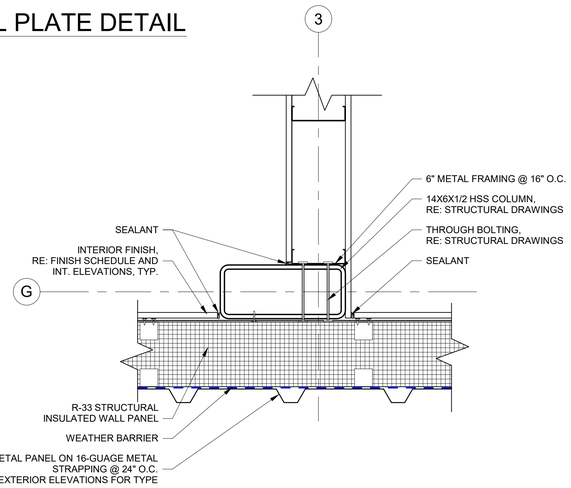
F ALTERNATING TREAD STAIR - TOP CONNECTION

0 0' - 6" 1' - 0" 1' - 6"



G MEZZANINE REMOVEABLE RAILING DETAIL

0 0' - 6" 1' - 0" 1' - 6"



H PLAN DETAIL - MOMENT FRAME COLUMN

0 0' - 6" 1' - 0" 1' - 6"

REVISIONS		
NO.	DATE	DESCRIPTION

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www.wellogydesign.com

COMM. NO. 25043

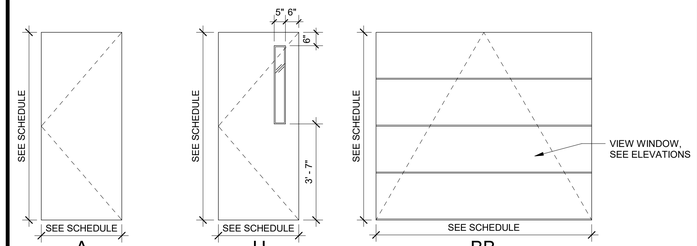
PHASE: PERMIT SET

DATE: 08/05/25

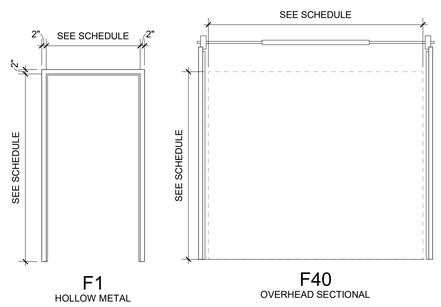
SHEET TITLE: INTERIOR DETAILS

SHEET NO.: A801

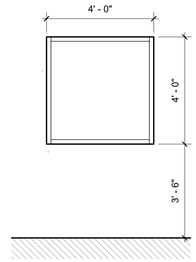
DOOR TYPES



FRAME TYPES



WINDOW TYPES



GENERAL DOOR NOTES

1. REFER TO ARCHITECTURAL FLOOR PLANS FOR DOOR HANDING & PAIRS OF DOORS, TYP.
2. REFER TO MATERIAL FINISH SCHEDULE FOR ALL PAINTING INFORMATION/ COLOR SELECTIONS; **SHEET I101**

DOOR SCHEDULE LEGEND

HM	HOLLOW METAL
AL	ALUMINUM
WD	WOOD
MTL	METAL
SS	STAINLESS STEEL
IG	INSULATED GLASS
LG	1/2" LAMINATED GLASS
FG	FIRE RATED GLASS
TG	TEMPERED GLASS
CG	1/8" CLEAR GLASS
SC	SOLID CORE
HC	HOLLOW CORE
FF	FACTORY FINISH
PLAM	PLASTIC LAMINATED
PT	PAINTED
STN	STAINED
IR	IMPACT RESISTANT

DOOR RATING LEGEND

A. 3 HOUR RATING (FOR 4 HOUR WALL) NO GLASS ALLOWED.

B. 1-1/2 HOUR RATING (FOR 2 HOUR WALL) 100 SQ. IN. OF EXPOSED GLASS ALLOWED.

C. 3/4 HOUR RATING (FOR 1 HOUR WALL) 1296 SQ. IN. OF EXPOSED GLASS ALLOWED.

S. PREVENT THE PASSAGE OF SMOKE

DOOR SCHEDULE CODED NOTES

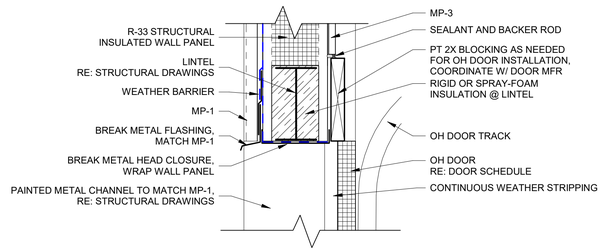
1. DOORS SHALL PREVENT THE TRANSFER OF SMOKE PER NFPA 105.
2. DOOR AND FRAME SHALL BE HOT DIPPED GALVANIZED STEEL. DOORS SHALL HAVE CLOSED TOPS.
3. FIRE RATED GLAZING
4. INSULATED
5. KEY CARD ACCESS
6. POWER ASSIST
7. OPENING TO HAVE UNEQUAL LEAVES. ONE SIDE SHALL BE X'-X" WIDE, THE OTHER X'-X" WIDE.
8. AUTOMATIC OPERATOR
9. SURFACED MOUNTED SLIDING DOOR WITH FRAME
10. 8" SILL HEIGHT AFF.
11. LEAD LINED
12. HALF HEIGHT KICKPLATE
13. FROSTED GLASS VISION LITE
14. KICKPLATE
15. EXISTING DOOR & FRAME TO BE RE-PAINTED; REF. INTERIOR FINISH SCHEDULE

DOOR SCHEDULE

DOOR								FRAME						DETAILS			
NO.	WIDTH	HEIGHT	THICKNESS	TYPE	MATERIAL	FINISH	RATING (HR.)	TYPE	MATERIAL	FINISH	TRIM FINISH	LITE WIDTH	HDW SET	HEAD	JAMB	SILL	CODED NOTES
101A	3' - 0"	7' - 0"	1 3/4"	H	H.M.			F1	HM	H.M.		4"		B/A901	C/A901	D/A901	KEYED ACCESS
101B	16' - 0"	16' - 0"	2"	BB				F40	STL					A/A901	E/A901	D/A452	
102A	16' - 0"	16' - 0"	2"	BB				F40	STL					A/A901	E/A901	D/A452	
102B	3' - 0"	7' - 0"	1 3/4"	A	H.M.			F1	HM	H.M.				F/A901	G/A901	H/A901	
103A	3' - 0"	7' - 0"	1 3/4"	H	H.M.			F1	HM	H.M.		4"		B/A901	C/A901	D/A901	KEYED ACCESS
103B	10' - 0"	14' - 0"	2"	BB				F40	STL					A/A901	E/A901	D/A452	
104	3' - 0"	7' - 0"	1 3/4"	A	H.M.			F1	HM	H.M.				F/A901	G/A901	H/A901	
105	3' - 0"	7' - 0"	1 3/4"	A	H.M.			F1	HM	H.M.				F/A901	G/A901	H/A901	
106	3' - 0"	7' - 0"	1 3/4"	A	H.M.			F1	HM	H.M.				F/A901	G/A901	H/A901	

WINDOW & LOUVER SCHEDULE

WINDOW/LOUVER TYPE	WINDOW SIZE NOMINAL W x H	FRAME MAT.	FRAME FINISH	FRAME TYPE	FRAME DEPTH	GLAZING TYPE	RATING (HR.)	DETAILS		
								HEAD	JAMB	SILL
W1	4'-0" x 4'-0"	AL CLAD	ANODIZED		4.5"	INSULATED LOW-E		E/A451	G/A451	I/A901

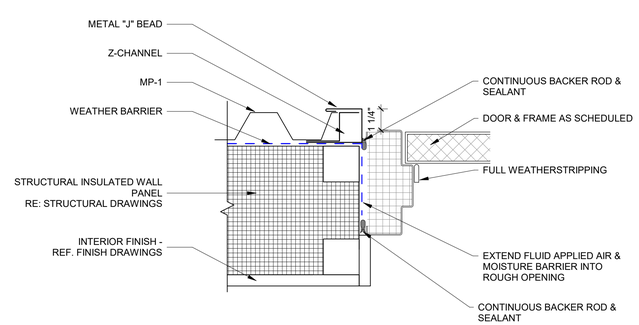


A OH DOOR DTL @ WALL PANEL

0 0' - 6" 1' - 0" 1' - 6"

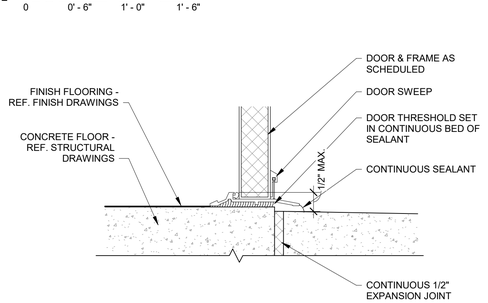
B EXTERIOR H.M. HEAD DTL @ WALL PANEL

0 0' - 4" 0' - 8" 1' - 0"



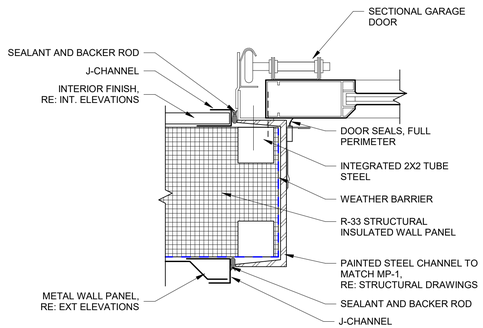
C EXTERIOR H.M. JAMB DTL @ WALL PANEL

0 0' - 4" 0' - 8" 1' - 0"



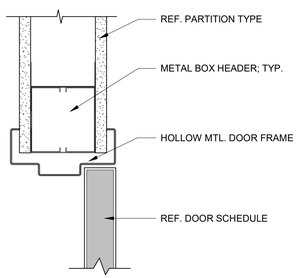
D EXTERIOR HM DOOR SILL DTL @ GRADE

0 0' - 4" 0' - 8" 1' - 0"



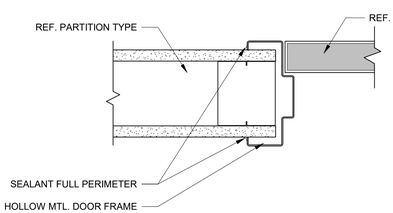
E OH DOOR JAMB DTL

0 0' - 4" 0' - 8" 1' - 0"



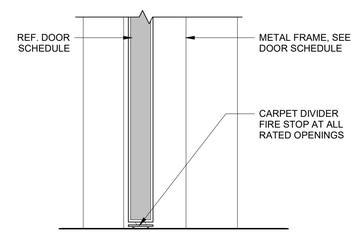
F INTERIOR H.M. HEAD DTL

0 0' - 4" 0' - 8" 1' - 0"



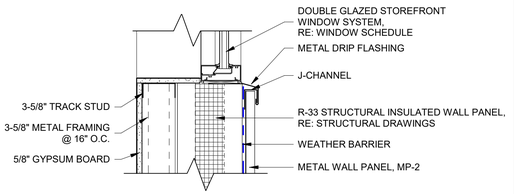
G INTERIOR H.M. JAMB DTL

0 0' - 4" 0' - 8" 1' - 0"



H INTERIOR H.M. SILL DTL.

0 0' - 4" 0' - 8" 1' - 0"



I STOREFRONT WINDOW SILL DTL

0 0' - 6" 1' - 0" 1' - 6"

REVISIONS		
NO.	DATE	DESCRIPTION

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1000 County Road 42C
Gunnison, CO 81230

Gunnison County
200 E. Virginia
Gunnison, CO 81230

COMM. NO. 25043

PHASE: PERMIT SET

DATE: 08/05/25

tel 614 785.0505
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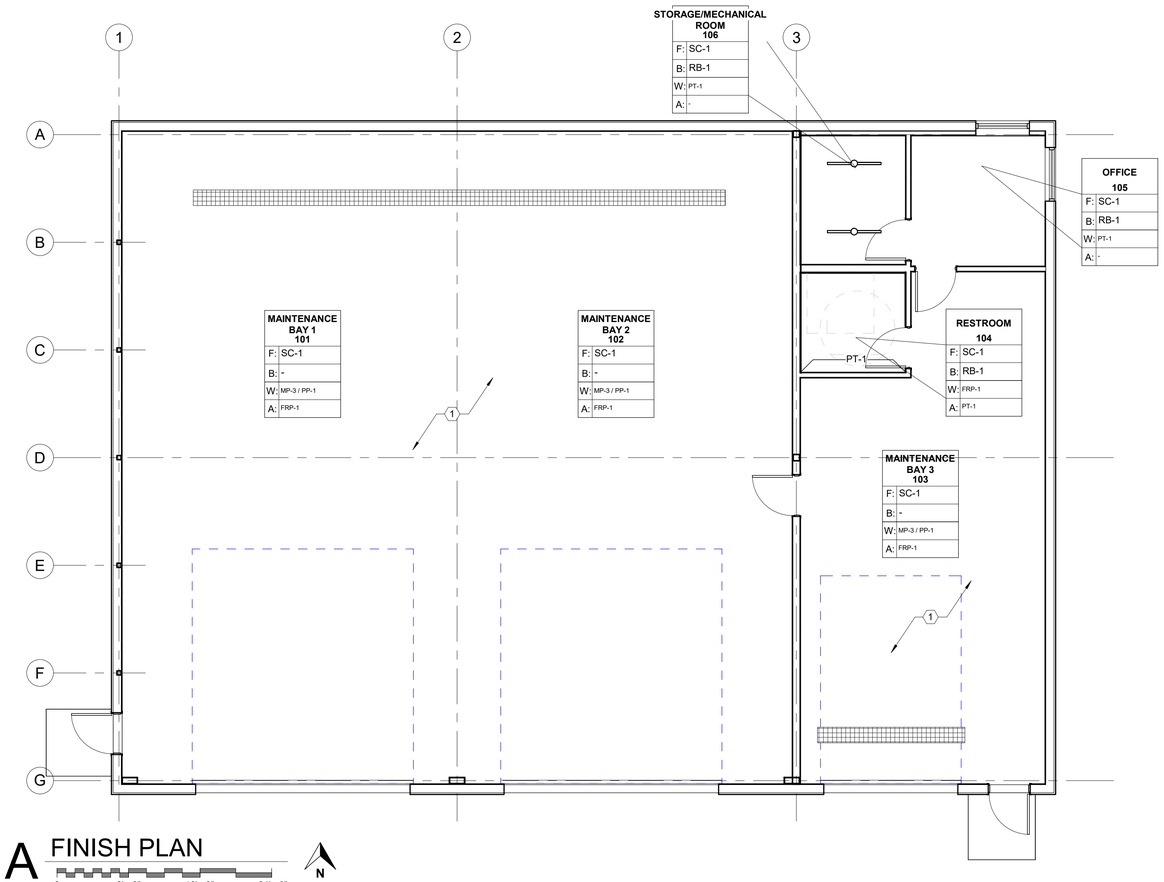
SHEET TITLE: DOOR, WINDOW & FRAME SCHEDULES, TYPES, & DETAILS

SHEET NO.: A901



A FINISH PLAN

0 8' - 0" 16' - 0" 24' - 0"

N

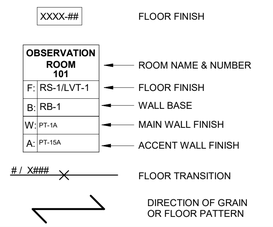
FINISH SCHEDULE GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL CONDITIONS PRIOR TO PROCEEDING WITH ANY WORK. ALL DISCREPANCIES BETWEEN FIELD CONDITIONS AND DRAWINGS SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH ANY WORK.
2. DO NOT SCALE DRAWINGS. IF DIMENSIONS CAN NOT BE OBTAINED BASED ON THE DRAWING INFORMATION, CONSULT THE ARCHITECT FOR CLARIFICATION.
3. ALL WORK SHALL BE PERFORMED IN STRICT COMPLIANCE WITH ALL GOVERNING CODES AND STANDARDS.
4. WHERE DISCREPANCIES OCCUR BETWEEN FLOOR PLANS, DETAILS AND LARGER SCALE PLANS, CONSULT THE ARCHITECT FOR CLARIFICATIONS PRIOR TO PROCEEDING WITH WORK. WHERE DISCREPANCIES OCCUR BETWEEN ARCHITECTURAL AND ENGINEERING DRAWINGS, CONSULT ARCHITECT FOR CLARIFICATION.
5. CONTRACTOR SHALL COORDINATE ALL WORK BETWEEN TRADES PRIOR TO PROCEEDING WITH WORK.
6. INTERIOR DIMENSIONS ON FLOOR PLANS, ENLARGED PLANS & INTERIOR ELEVATIONS ARE TO FINISH FACE OF WALL, FLOOR OR CEILING, UNLESS NOTED OTHERWISE.
7. SEPARATE ALL DISSIMILAR MATERIALS AS REQUIRED TO PREVENT CORROSION AS RECOMMENDED BY THE RESPECTIVE PRODUCT MANUFACTURERS.
8. EPOXY PAINT TO BE USED AT AREAS AT WET/ HIGH HUMIDITY AREAS - REFER TO SPECIFICATIONS FOR MORE INFORMATION.
9. REFER TO SHEET I101 FOR MATERIAL FINISH SCHEDULE
10. REFER TO SHEET I101 FOR ALL TYPICAL FLOOR FINISH TRANSITIONS
11. REFER TO SHEET SERIES I100 FOR ALL FLOOR FINISH PLANS

FLOOR FINISH PLAN GENERAL NOTES

1. REFER TO FINISH SCHEDULE FOR ADDITIONAL INFORMATION.
2. ALL WALLS TO RECEIVE RUBBER BASE RB-1, UNLESS NOTED OTHERWISE
3. ALL GROUT TO BE SEALED, UNLESS NOTED OTHERWISE.
4. SUBMITTALS: PROVIDE PRODUCT SUBMITTALS & SEAMING DIAGRAMS FOR ALL FINISHES FOR APPROVAL PRIOR TO ORDERING.
5. FLOORING INSTALLER TO VERIFY MINIMAL HEIGHT TOLERANCES AT FLOOR FINISH TRANSITIONS.
6. FLASH PATCH AS REQUIRED, ALL FLOOR CONDITIONS WHERE FLOOR SUBSTRATE IS NOT LEVEL OR IS OTHERWISE NOT SUITABLE TO RECEIVE FLOOR FINISH, IN ACCORDANCE WITH FLOORING MANUFACTURER'S REQUIREMENTS, PRIOR TO FLOOR INSTALLATION.
7. DIMENSIONS ARE FROM FINISH FACE TO FINISH FACE, UNLESS NOTED OTHERWISE.
8. DO NOT SCALE DRAWINGS. IF DIMENSIONS CANNOT BE OBTAINED BASED ON DRAWING INFORMATION, CONTRACTOR SHALL REQUEST CLARIFICATION FROM THE ARCHITECT.
9. REFER TO G-SERIES FOR LOCATION OF RATED PARTITIONS AND CODE DATA INFORMATION.
10. ALL WOOD BLOCKING TO BE FIRE RETARDANT TREATED, UNLESS NOTED OTHERWISE.
11. FINISHES ARE NOTED FOR GENERAL FINISHES OF ROOMS. REFER TO ELEVATIONS, DETAILS, SPECIFICATIONS, ETC. FOR ADDITIONAL FINISHES AND ACCENTS.
12. ALL MATERIALS AND INFORMATION NOTED ON ANY OF THE SECTIONS OR DETAILS APPLY TO ALL OTHER SECTIONS AND DETAILS WHERE SIMILAR CONDITIONS OCCUR WHETHER NOTED OR NOT. ARCHITECTURAL DRAWINGS DO NOT NECESSARILY SHOW ALL FRAMING/STRUCTURAL COMPONENTS.
13. PROVIDE ALL TRANSITION STRIPS AND TERMINATION STRIPS AS REQUIRED AT CHANGES IN FLOOR MATERIAL AND/OR COLOR TO ENSURE A SMOOTH TRANSITION OF FINISHES. PROVIDE TRANSITION AT CENTERLINE OF DOORS AND OPENINGS, UNLESS NOTED OTHERWISE.
14. ALL ELECTRICAL SWITCH AND PLUG PLATE COLORS TO BE DETERMINED. PROVIDE COLOR OPTIONS FOR SELECTION.

SYMBOL LEGEND



SHEET NOTES - FLOOR FINISH PLAN

NUMBER	DESCRIPTION
1	PP-1 UP TO 8' IN NOTED ROOM, RE: INTERIOR ELEVATIONS

ROOM FINISH SCHEDULE

ROOM NAME	ROOM NUMBER	FLOOR FINISH	BASE FINISH	WALL FINISH	WALL FINISH ACCENT	CEILING FINISHES		REMARKS
						CEILING FINISH	SOFFIT FINISH	
MAINTENANCE BAY 1	101	SC-1	-	MP-3 / PP-1	FRP-1	MP-3		PP-1 ALTERNATE FOR CEILING FINISH
MAINTENANCE BAY 2	102	SC-1	-	MP-3 / PP-1	FRP-1	MP-3		PP-1 ALTERNATE FOR CEILING FINISH
MAINTENANCE BAY 3	103	SC-1	-	MP-3 / PP-1	FRP-1	MP-3		PP-1 ALTERNATE FOR CEILING FINISH
RESTROOM	104	SC-1	RB-1	FRP-1	PT-1	GYP		
OFFICE	105	SC-1	RB-1	PT-1	-	ACT-1		
STORAGE/MECHANICAL ROOM	106	SC-1	RB-1	PT-1	-	-		
STORAGE MEZZANINE	201	FRT-1	-	MP-3	-	MP-3		

MATERIAL FINISH SCHEDULE

KEY NAME	DESCRIPTION	BASIS OF DESIGN MFR	PRODUCT / MODEL #	SIZE	COLOR	COMMENTS
ACT-1	ACOUSTIC CEILING TILE	ARMSTRONG	CORTEGA #770	2' x 2'	WHITE	SQUAREA LAY-IN W/ STANDARD 15/16" WHITE GRID
CG-1	CORNER GUARD	INPRO	STAINLESS STEEL	3" X 3"		STANDARD 16 GA. TYPE 430 STAINLESS STEEL
FRP-1	FIBERGLASS REINFORCED PLASTIC	PANOLAM	CLASSIC COLECTION	4' x 8'	WHITE	CLASS A
HR-1	HANDRAIL					
IGL-1	INSULATED GLASS					1" INSULATED GLAZING WITH LOW-E COATING AND ARGON FILL
MP-1	METAL PANEL	DIMENSION METALS (DMI)	7.2 PANEL (WP72)	20 GA.	DOVE GRAY	EXPOSED FASTENER (COLOR MATCH)
MP-2	METAL PANEL	DIMENSION METALS (DMI)	7.2 PANEL (WP72)	20 GA.	SLATE GRAY	WAINSCOT PANEL; EXOPOSED FASTENER (COLOR MATCH)
MP-3	METAL PANEL	DIMENSION METALS (DMI)	CORRUGATED PANEL (CP75)	24 GA.	WHITE	3/4" THICKNESS, INTERIOR LINER PANEL
PP-1	INTERLOCKING PLASTIC PANEL	NUDO	UTILITE	24"	WHITE	LONGEST LENGTHS PRACTICAL TO MINIMIZE JOINTS
PT-1	PAINT	SHERWIN WILLIAMS	SW 9582		WHITE SAND	TYPICAL WALL PAINT, SHEEN: EGGSHELL
PT-2	PAINT	SHERWIN WILLIAMS	SW 7007		CEILING BRIGHT WHITE	SHEEN: FLAT
PT-3	PAINT	SHERWIN WILLIAMS	SW 4084		SAFETY YELLOW	BOLLARDS, ALTERNATING TREAD STAIR, & GUARD RAILS; SHEEN: SEMI-GLOSS
RB-1	RUBBER BASE	ROPPE	700 SERIES	4"	129 DOLPHIN	COUNTINUOUS ROLL GOODS
SC-1	SEALED CONCRETE					

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NO.	DATE	DESCRIPTION

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GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230

Gunnison County
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6767 Longshore Street, Suite 540 • Dublin, OH 43017
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COMM. NO. 25043

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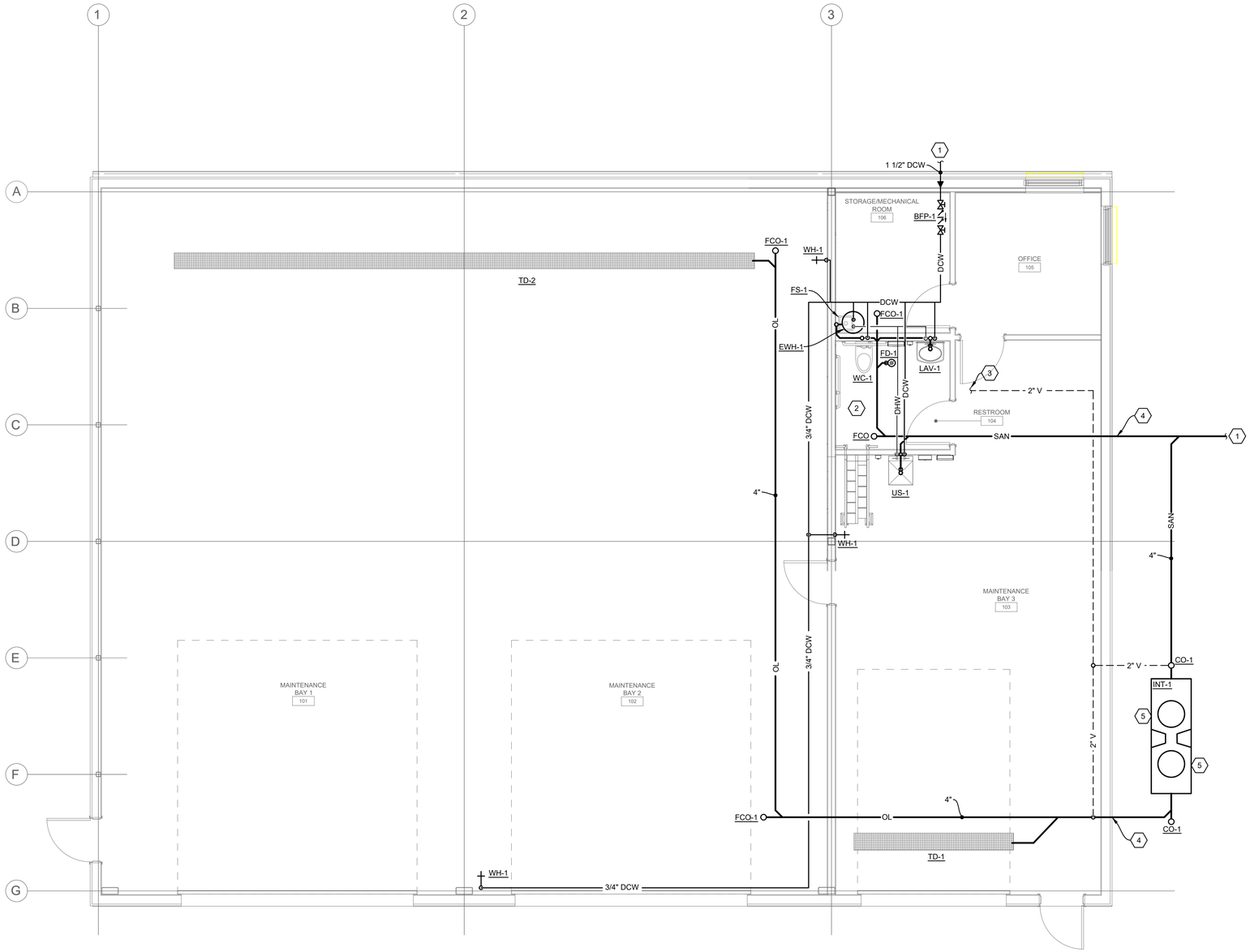
DATE: 08/05/25

SHEET TITLE: FINISH SCHEDULE, FLOOR AND WALL FINISH PLANS

SHEET NO.: I101



PLUMBING NEW WORK PLAN
1/4"=1'-0"

NORTH

GENERAL NOTES:

1 REFER TO M50 FOR SPECIFICATIONS.

2 REFER TO P600 FOR ADDITIONAL INFORMATION.

CODED NOTES:

1 REFER TO CIVIL DRAWING FOR CONTINUATION.

2 DOMESTIC WATER AND VENT LINES SHALL BE ROUTED ABOVE CEILING, BUT BELOW THE MEZZANINE IN THIS AREA.

3 REFER TO SHEET P600 FOR CONTINUATION. COORDINATE ROOF PENETRATION WITH ROOFING CONTRACTOR.

4 LOCATE EXTERIOR OIL AND SANITARY PIPING AT LEAST 42" BELOW GRADE TO MAINTAIN A MINIMUM DEPTH OF 6" BELOW THE FROST LINE.

5 EXTEND VENTS OF INT-1 FULL SIZE TO A MINIMUM OF 3FT ABOVE GRADE. TERMINATE WITH GOOSENECK AND BIRDSCREEN.

SMEP ENGINEERS
M-ENGINEERING
750 BROOKSEDGE BLVD.
WESTERVILLE, OH 43081
614.839.4639

M-Engineering

REVISIONS

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COLORADO LICENSED
MICHAEL PHILIP HOFFMAN
56224
PROFESSIONAL ENGINEER

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230

Gunnison County
200 E. Virginia
Gunnison, CO 81230

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SHEET TITLE: PLUMBING NEW WORK PLAN

SHEET NO.: P101

PLUMBING FIXTURE SCHEDULE

TAG	FIXTURE			FAUCET		FLUSH VALVE		STOP		OUTLET		PIPING CONNECTION			REMARKS
	MFGR	MODEL	MTG. HEIGHT	MFGR	MODEL	MFGR	MODEL	MFGR	MODEL	MFGR	MODEL	COLD	HOT	SAN	
WC-1	KOHLER	K-4199	17" TO TOP OF SEAT	--	--	--	--	McGUIRE	2165CCLK	--	--	1/2"	--	4"	TANK TYPE WATER CLOSET, ADA COMPLIANT, 1.28 GALLON PER FLUSH. ELONGATED BOWL. PROVIDE MAINLINE ML1055 OPEN FRONT LESS COVER.
LAV-1	KOHLER	K-2005	34" TO TOP OF FRONT RIM	DELTA	501-DST	--	--	McGUIRE	2165CCLK	MAINLINE	ML760W	1/2"	1/2"	1-1/2"	WALL HUNG LAVATORY. SINGLE HANDLE DECK MOUNT CENTERSET FAUCET. PROVIDE INSULATED TRAP AND SUPPLY WHERE EXPOSED. PROVIDE WITH ASSE 1070 MIXING VALVE.
US-1	FIAT	SF-1	--	CHICAGO	NO. 897	--	--	--	--	FIAT	--	1/2"	1/2"	3"	UTILITY SINK WITH LEGS AND INTEGRALLY MOLDED DRAIN. FAUCET WITH 2 3/8" METAL LEVER HANDLES ON 8" CENTERS.
WH-1	WOODFORD	B-26	--	--	--	--	--	--	--	--	--	3/4"	--	--	WALL HYDRANT WITHOUT COVER. AUTOMATIC DRAINING, VACUUM BREAKER BACKFLOW PREVENTER. FURNISH WITH METAL HANDLE.

* CONFIRM ALL MOUNTING HEIGHTS WITH ARCHITECTURAL PLANS.

OIL INTERCEPTOR SCHEDULE

TAG	MFGR	MODEL	INLET SIZE	OUTLET SIZE	FLOW (GPM)	CAPACITY (GAL)			MATERIAL	WEIGHT (LBS)	REMARKS
						LIQUID	OIL	SOLIDS			
INT-1	STRIEM	OS-350	4"	4"	100	350	87	114	POLYETHYLENE	410	FURNISH WITH ADJUSTABLE RISER SYSTEM TO BRING MANHOLE COVERS TO GRADE. FURNISH WITH HIGH WATER TABLE HOLD DOWN KIT.

ELECTRIC WATER HEATER SCHEDULE

TAG	MFGR	MODEL	STORAGE (GAL)	INLET SIZE	OUTLET SIZE	RECOVERY AT 100°F RISE (GPH)	ELECTRICAL DATA				REMARKS
							TOTAL KW	HEATING ELEMENTS	FLA	VOLTS / PH	
EWH-1	A.O. SMITH	DEL-15	15	3/4"	3/4"	92	3.0	1	12.5	240/ 1	1, 2

NOTES:
1. REFER TO ELECTRICAL SHEETS FOR ELECTRICAL INFORMATION.
2. REFER TO SCHEMATIC A FOR ADDITIONAL INFORMATION.

DRAIN SCHEDULE

TAG	MFGR	MODEL	TOP FINISH	BODY MATERIAL	OUTLET TYPE & SIZE	REMARKS
FD-1	ZURN	ZN-415S	NICKEL BRONZE	CAST IRON	3"	SQUARE STRAINER, CAST IRON BODY WITH POLISHED NICKEL BRONZE TOP. SEE NOTE 1.
FS-1	ZURN	Z-1900	NICKEL BRONZE	CAST IRON	3"	12"x12" SQUARE WITH FULL GRATE. CAST IRON BODY WITH WHITE ACID RESISTANT ENAMEL INTERIOR. SEE NOTE 1.
TD-1	WADE	2940CS-F B-HDP	IRON SLOTTED GRATES	DUCTILE IRON BOLTED DOWN IRON GRATE	4"	12" WIDE CHANNEL CARBON STEEL FABRICATED MODULAR TRENCH DRAIN WITH FLAT SLOPED BOTTOM FLANGED ENDS, REBAR SADDLES, LOCK DEVICES, AND PAINTED DUCTILE IRON SLOTTED GRATES. TOTAL LENGTH OF TRENCH DRAIN : 11'-0" LENGTH x 12" WIDE. COORDINATE DRAIN LOCATION WITH SLOPE OF FLOOR SLAB. INSTALL PER MANUFACTURER RECOMMENDATION TO ENSURE PROPER SLOPE OF DRAINAGE.
TD-2	WADE	2940CS-F B-HDP	IRON SLOTTED GRATES	DUCTILE IRON BOLTED DOWN IRON GRATE	4"	12" WIDE CHANNEL CARBON STEEL FABRICATED MODULAR TRENCH DRAIN WITH FLAT SLOPED BOTTOM FLANGED ENDS, REBAR SADDLES, LOCK DEVICES, AND PAINTED DUCTILE IRON SLOTTED GRATES. TOTAL LENGTH OF TRENCH DRAIN : 40'-0" LENGTH x 12" WIDE. COORDINATE DRAIN LOCATION WITH SLOPE OF FLOOR SLAB. INSTALL PER MANUFACTURER RECOMMENDATION TO ENSURE PROPER SLOPE OF DRAINAGE.

NOTES:

1. PROVIDE 3" WATERLESS TRAP SEAL, COMPLIES WITH ASSE 1072. INLINE FLOOR DRAIN TRAP SEAL WITH UV RESISTANT ABS PLASTIC FRAME, SILICON RUBBER SEALING FLAPPER WITH 4 FLEXIBLE SEALING RIBS.

MISCELLANEOUS PLUMBING EQUIPMENT

TAG	MFGR.	MODEL	DESCRIPTION	REMARKS
FCO-1	ZURN	Z1402	FLOOR CLEAN OUT	HEAVY DUTY, CAST IRON BODY, CAST IRON COVER & FRAME.
CO-1			CLEAN OUT	EXTERIOR CLEAN OUT AT GRADE.
BFP-1	WILKINS	#575 B	BACKFLOW PREVENTER	1-1/2" SIZE, REDUCED PRESSURE PRINCIPAL WITH AIR GAP PIPED TO FLOOR SINK.

EXPANSION TANK SCHEDULE
(BASED ON AMTROL)

TAG	MODEL	TYPE	LOCATION	CAP. (GAL)	SIZE (DIA. x LENGTH)	PRV SETTING (PSIG)	OPER. WEIGHT (LBS)	CONN. SIZE	REMARKS
ET-1	ST-5C-DD	DIAPHRAGM	SEE SCHEMATIC A	2	8" x14"	55	10	3/4"	150 PSIG WORKING PRESSURE. PROVIDE WITH DEEP DRAWN STEEL SHELL WITH STAINLESS STEEL CONENCTION.

PLUMBING SYMBOLS
(NOT ALL SYMBOLS USED)

NEW SYMBOL	DEMO SYMBOL	EXIST. TO REMAIN SYMBOL	DESCRIPTION
DCW	DCW	DCW	DOMESTIC COLD WATER
DHW	DHW	DHW	DOMESTIC HOT WATER
DHWR	DHWR	DHWR	DOMESTIC HOT WATER RETURN
NPHW	NPHW	NPHW	NON POTABLE HOT WATER
OL	OL	OL	OIL LINE
STM	STM	STM	STORM LINE
SAN	SAN	SAN	SANITARY LINE
DS	DS	DS	DOWNSPOUT
GR	GR	GR	GREASE SANITARY LINE
CW	CW	CW	CHEMICAL WASTE LINE
CV	CV	CV	CHEMICAL VENT LINE
V	V	V	VENT LINE
VR	VR	VR	VENT RISER
NG	NG	NG	GAS LINE
W	W	W	WATER SERVICE LINE
140°	140°	140°	140° F. WATER
TW	TW	TW	TEMPERED WATER
AIR	AIR	AIR	COMPRESSED AIR
DI	DI	DI	DEIONIZED WATER
HE	HE	HE	HELIUM
N2	N2	N2	NITROGEN
O2	O2	O2	OXYGEN
VAC	VAC	VAC	VACUUM
			REDUCER
			FLOOR OR AREA DRAIN
			CURB BOX AND VALVE
			CAPPED LINE
			PIPE UNION
			P-TRAP (PLAN VIEW)
			PIPE TEE DROP
			PIPE TEE RISE
			PIPE DROP
			PIPE RISE
WCO	WCO	WCO	WALL CLEAN-OUT
CO	CO	CO	END PIPE CLEAN-OUT
CO	CO	CO	FLOOR CLEAN-OUT
			TRAP PRIMER
			SHUT-OFF VALVE
			PIPE FLEX CONNECTION
			BALL VALVE
			Y-TYPE STRAINER
			GAS COCK (PLUG VALVE)
			CHECK VALVE
			BACKFLOW PREVENTER
			BALANCE VALVE
			COMB. BALANCE & SHUT-OFF VALVE
			DRAIN VALVE
			PRESSURE RELIEF VALVE
			PRESSURE REDUCING VALVE
			VALVE WITH TAMPER SWITCH
			SOLENOID VALVE
			SHOCK ABSORBER
			HOSE BIBB
			PIPE ANCHOR
			PIPE GUIDE OR SLEEVE
			FLOW DETECTOR SWITCH
			PRESSURE GAUGE WITH GAGE COCK
			TEMPERATURE GAUGE
A	A	A	THRU FLOOR AS SHOWN
A	A	A	STACK LETTER
1	1	1	RISER NUMBER
			CONNECT TO EXISTING
			LIMITS OF DEMOLITION

PLUMBING GENERAL NOTES: (APPLIES TO ALL SHEETS)

A. THE GENERAL LAYOUT OF PIPING SHOWN ON THE DRAWINGS INDICATE BRANCH RUNOUTS TERMINATE AT INDIVIDUAL OR GROUP OF PLUMBING FIXTURES AND EQUIPMENT. THE PIPING SHALL BE CONSIDERED CONTINUOUS AND FINALLY CONNECTED TO THE PLUMBING FIXTURE(S) AND EQUIPMENT. SEE PLUMBING FIXTURE SCHEDULE FOR ROUGH-IN PIPE SIZES TO INDIVIDUAL PLUMBING FIXTURE.

B. DESIGN DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW ALL OFFSETS, BENDS, ELBOWS, OR OTHER ELEMENTS WHICH MAY BE REQUIRED. THE DRAWINGS SHOW THE GENERAL ARRANGEMENT OF EQUIPMENT, PIPING ETC. AND SHALL BE FOLLOWED AS CLOSELY AS ACTUAL BUILDING CONSTRUCTION AND THE WORK OF OTHER TRADES WILL PERMIT. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.

C. FOR ANY CONFLICT IN THE DRAWINGS AND/OR SPECIFICATIONS, THE MORE STRINGENT REQUIREMENT SHALL APPLY. ANY SUCH CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER FOR RESOLUTION PRIOR TO THE CONSTRUCTION OF SUCH ITEMS.

D. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR FIRE STOPPING ALL PENETRATIONS AS REQUIRED TO MAINTAIN FIRE RATING OF PENETRATED ASSEMBLIES.

E. ABSOLUTE ACCURACY OF DRAWINGS AND SPECIFICATIONS CANNOT BE GUARANTEED. THE DRAWINGS ARE SCHEMATIC IN NATURE AND WHILE EVERY EFFORT HAS BEEN MADE TO COORDINATE THE LOCATIONS OF EQUIPMENT PIPING, DUCT, AND ETC. WITH OTHER TRADES IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE EXACT REQUIREMENTS GOVERNED BY ACTUAL JOB CONDITION.

F. ADVISE THE ENGINEER IN WRITING IN THE EVENT OF A CONFLICT OCCURS BETWEEN THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND ACTUAL FIELD CONDITIONS. THE CONTRACTOR SHALL BEAR ALL COSTS FOR RELOCATION OF EQUIPMENT, PIPING, ETC., FROM FAILURE TO PROPERLY COORDINATE INSTALLATIONS AND ADVISE OF THE CONFLICT IN WRITING PRIOR TO INSTALLATION.

G. FURNISH AND INSTALL ANY INCIDENTAL WORK NOT SHOWN OR SPECIFIED WHICH IS NECESSARY TO PROVIDE A COMPLETE AND WORKABLE SYSTEM.

H. CLOSELY COORDINATE PIPE ROUTING WITH ALL TRADES.

I. FOR EXACT LOCATIONS OF PLUMBING FIXTURES, SEE ARCHITECTURAL DRAWINGS.

J. ALL PLUMBING EQUIPMENT SHALL BE SECURELY FASTENED TO THE BUILDING STRUCTURE.

K. ALL PIPING SHALL BE CONCEALED WHERE POSSIBLE. EXPOSED PIPING ONLY ALLOWED WHERE SHOWN OR NOTED ON THE DRAWINGS.

L. KEEP ALL PIPING AS HIGH AS POSSIBLE TO STRUCTURE ABOVE AND OFFSET AS REQUIRED. ARRANGE ALL PIPING WITHIN STRUCTURES NEATLY ALONG WALLS AND/OR IN NEAT, HORIZONTAL GROUPS AND MAINTAIN REQUIRED SLOPES.

M. INSTALL ACCESS PANELS IN ALL NON-ACCESSIBLE CEILINGS AND WALLS FOR ACCESS TO VALVES, CLEANOUTS AND OTHER MAINTENANCE ITEMS. REFER TO ARCHITECTURAL PLANS FOR TYPE OF CEILINGS AND WALLS. INSTALL FIRE RATED ACCESS PANELS IN FIRE RATED CEILINGS AND WALLS. COORDINATE WITH GENERAL CONTRACTOR FOR LOCATIONS OF ACCESS PANELS.

N. WHERE MAIN PIPE SIZE IS NOT INDICATED BETWEEN BRANCH CONNECTIONS IN THE DRAWING, THE PIPE SIZE SHALL BE OF THE LARGER PRECEDING PIPE SIZE.

O. ALL VALVES AND ACCESSORIES SHALL BE FULL LINE SIZE. PROVIDE ALL NECESSARY UNIONS, REDUCERS AND STOPS REQUIRED WHEN CONNECTING TO EACH FIXTURE AND/OR EQUIPMENT.

P. PROVIDE CLEANOUTS ON DRAINAGE LINES IN ACCORDANCE WITH THE INTERNATIONAL PLUMBING CODE AND AS INDICATED ON THE DRAWINGS.

Q. ALL HORIZONTAL SANITARY WASTE PIPING WITHIN THE BUILDING FOOTPRINT SHALL BE SLOPED PER SPECIFICATIONS UNLESS OTHERWISE NOTED ON THE DRAWING.

R. OFFSETS IN VERTICAL DRAINAGE SHALL BE MADE AT 45° WHEREVER POSSIBLE. FOR PIPE SIZES NOT INDICATED ON FLOOR PLAN REFER TO BUILDING STACKS.

S. PROVIDE INDIVIDUAL SHUT-OFF VALVE/SUPPLY STOP TO ALL PLUMBING FIXTURES AND EQUIPMENT.

T. EACH RISER OR BRANCH PIPE SHALL BE PROVIDED WITH AN ACCESSIBLE SECTIONALIZING VALVE IN HOT AND COLD WATER SYSTEMS TO PERMIT SERVICING OR REPLACEMENT OF PIPING OR EQUIPMENT.

U. DO NOT SLEEVE STRUCTURAL MEMBERS WITHOUT CONSENT OF THE ENGINEER. REVIEW STRUCTURAL DRAWINGS PRIOR TO PLACING ANY SLEEVES.

V. INSTALL SWING CHECKS IN HORIZONTAL POSITION.

W. INVERT ELEVATIONS OF UTILITY MAINS SHALL BE VERIFIED AT PROJECT SITE PRIOR TO INSTALLATION OF NEW BRANCH SERVICES.

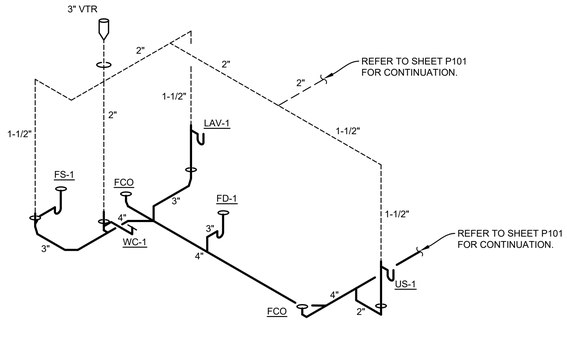
X. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSTALL ALL WORK TO MEET OR EXCEED MINIMUM REQUIREMENTS STIPULATED IN CURRENT ISSUE OF APPLICABLE STANDARDS, CODES, OR REGULATIONS.

Y. CONTRACTOR TO COORDINATE VOLTAGE AND PHASE OF EACH PIECE OF EQUIPMENT WITH ELECTRICAL CONTRACTOR BEFORE ORDERING.

Z. CONTRACTOR TO COORDINATE SHUTDOWNS AND PROJECT PHASING WITH OWNER AND CONSTRUCTION MANAGER. OFF HOURS WORK, AS REQUIRED, SHALL BE INCLUDED IN BID."

AA. THIS CONTRACTOR IS RESPONSIBLE FOR ALL CUTTING AND PATCHING ASSOCIATED WITH THEIR WORK, INCLUDING SAWCUT AND FLOOR PATCHING NECESSARY FOR UNDERGROUND PLUMBING INSTALLATION.

AB. CONTRACTOR SHALL INCLUDE UNDERGROUND PIPE LOCATING AS REQUIRED TO VERIFY LOCATIONS OF EXISTING UTILITIES.



SANITARY ISOMETRIC
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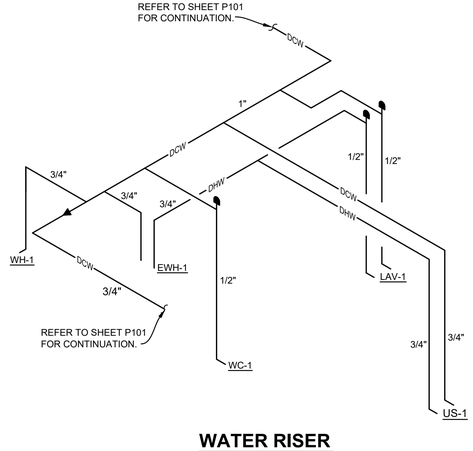
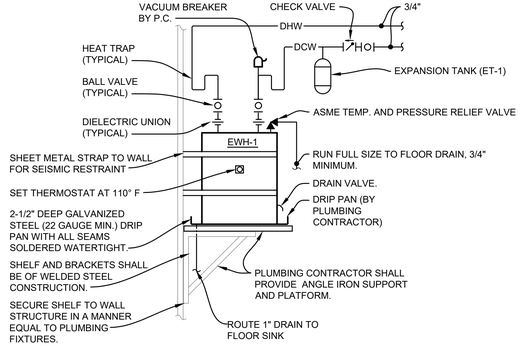


WATER RISER
NTS



GENERAL NOTES APPLICABLE TO THIS DETAIL:
A. MOUNTING HEIGHT: SET BOTTOM OF WATER HEATER AT A MINIMUM 7'-0".
B. SHELF SHALL BE CONSTRUCTED TO SUPPORT THE WATER HEATER CAPACITY INDICATED. SEE SHEET P101 FOR LOCATION.
C. SEE ARCHITECTURAL DRAWINGS FOR MOUNTING HEIGHT.

A **WATER HEATER SCHEMATIC**
NTS

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REVISIONS

NO.	DATE	DESCRIPTION
	08/05/2025	PERMIT SET

COLORADO LICENSED WORK FIELD REPRESENTATIVE 56224 PROFESSIONAL ENGINEER

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230
Gunnison County
200 E. Virginia
Gunnison, CO 81230

COMM. NO. 25043
PHASE: PERMIT SET
DATE: 08/05/2025

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SHEET TITLE: PLUMBING SYMBOLS AND SCHEDULES

SHEET NO.: P600

SECTION 15010
BASIC MECHANICAL REQUIREMENTS

SUMMARY:

A. PROVIDE ALL LABOR, MATERIALS, TOOLS, INCIDENTALS AND DETAILS NECESSARY TO PROVIDE A COMPLETE HVAC, FIRE PROTECTION, AND PLUMBING SYSTEM. INCLUDE ANY LABOR AND MATERIAL NOT SPECIFICALLY MENTIONED, BUT NECESSARY TO PROVIDE A COMPLETE AND OPERATING SYSTEM. ALL WORK SHALL BE INSTALLED IN A PROFESSIONAL MANNER AND SHALL MEET ALL THE REQUIREMENTS OF THE STATE BUILDING CODE, CITY BUILDING SAFETY AND HEALTH CODES, NFPA, AND ALL OTHER APPLICABLE CODES AND REQUIREMENTS. ALL COSTS FOR SAID REQUIREMENTS SHALL BE INCLUDED IN THE MECHANICAL CONTRACTORS BID PRICE.

B. VISIT THE SITE PRIOR TO BIDDING AND DETERMINE/VERIFY ALL EXISTING CONDITIONS. BIDS SHALL SERVE AS EVIDENCE OF KNOWLEDGE OF EXISTING CONDITIONS AND MODIFICATIONS REQUIRED TO MEET THE INTENT OF THE DRAWINGS AND SPECIFICATIONS.

REFERENCES:

A. THE REQUIREMENTS AS SET FORTH UNDER GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS, AND GENERAL REQUIREMENTS ARE A PART OF THIS CONTRACT.

DEFINITIONS:

A. "APPROVED" MEANS ACCEPTED BY THE ARCHITECT AND/OR ENGINEER UNLESS NOTED OTHERWISE.

B. "DIRECTED" MEANS AS DIRECTED BY THE ARCHITECT AND/OR ENGINEER UNLESS NOTED OTHERWISE.

C. "FURNISH" MEANS TO PURCHASE AND MAKE READY FOR INSTALLATION.

D. "INSTALL" MEANS TO MOUNT, CONNECT AND MAKE OPERABLE.

E. "PROVIDE" MEANS TO FURNISH AND INSTALL.

F. "REQUIRED" MEANS AS DETERMINED BY THE ARCHITECT AND/OR ENGINEER UNLESS NOTED OTHERWISE.

PERMITS:

A. SECURE AND PAY FOR ALL REQUIRED PERMITS AND INSPECTIONS AND PERFORM ALL TESTS CALLED FOR. FURNISH CERTIFICATE OF FINAL INSPECTION, AND TURN OVER TO OWNER AT COMPLETION OF PROJECT.

DRAWINGS AND SPECIFICATIONS:

A. MECHANICAL PLANS ARE DIAGRAMMATIC, NOT SHOWING EVERY ITEM IN EXACT LOCATION OR DETAIL. MEASUREMENTS AND LOCATIONS MUST BE FIELD VERIFIED AND COORDINATED WITH ARCHITECTURAL, PLUMBING, HVAC, FIRE PROTECTION, STRUCTURAL, ELECTRICAL AND OTHER BUILDING DRAWINGS.

B. ITEMS SPECIFIED BY MANUFACTURER'S NAME AND/OR MODEL NUMBER INDICATES THE MINIMUM QUALITY, SIZE AND CAPACITY REQUIRED. OTHER MANUFACTURERS' PRODUCTS OF EQUAL SPECIFICATION WILL BE CONSIDERED BUT ONLY WITH WRITTEN APPROVAL PRIOR TO BIDDING.

C. DO NOT FABRICATE DUCTWORK OR ORDER EQUIPMENT UNTIL COORDINATED WITH OTHER TRADES, OWNER AND BUILDING CONDITIONS TO VERIFY ADEQUATE SPACE IS AVAILABLE AND BUILDING STRUCTURE WILL SUPPORT UNITS.

SUBMITTALS:

A. SUBMIT FOR APPROVAL ELECTRONIC COPIES OF 1/4" SCALE DUCT LAYOUT DRAWINGS COORDINATED WITH ALL OTHER TRADES, STRUCTURE, CEILING HEIGHTS, ETC. DRAWINGS SHALL SHOW DUCT DIMENSIONS (OUTSIDE), ELEVATION TO TOP AND BOTTOM OF DUCT FROM FINISHED FLOOR, VOLUME DAMPER LOCATIONS, DIFFUSERS AND GRILLES, AND CFM'S.

B. SUBMIT FOR APPROVAL ELECTRONIC COPIES OF PRODUCT DATA FOR ALL EQUIPMENT NOTED WITH CALL OUT TAGS. EXAMPLES OF ITEMS TO SUBMIT ARE: AIR HANDLING UNITS AND ALL ACCESSORIES, DIFFUSERS, REGISTERS, GRILLES, LOUVERS, MOTOR-OPERATED DAMPERS, PLUMBING FIXTURES AND TRIM, SPRINKLER HEADS, VALVES, AND ALARMS. ALL EQUIPMENT SHALL BE SUBMITTED WITH PERFORMANCE CURVES, NC VALUES, AIR FLOWS, STATIC PRESSURES, SIZES AND QUANTITIES.

C. SUBMIT FOR APPROVAL EARLY ENOUGH IN PROJECT TO ALLOW THREE WEEKS FOR REVIEW WITHOUT CAUSING TIME DELAYS OR CONFLICTS IN THE JOB PROGRESS. SUBMITTALS SHALL BE IN ACCORDANCE WITH GENERAL CONDITIONS AND THE MANUFACTURERS LISTED ON THE DRAWINGS AND SHALL BEAR THE STAMP OF THE CONTRACTOR SHOWING THAT HE HAS REVIEWED AND APPROVED THEM AND THAT THEY ARE IN CONFORMANCE WITH THE CONTRACT DRAWINGS. LACK OF CONTRACTOR'S STAMP WILL BE CAUSE FOR REJECTION WITHOUT REVIEW.

D. WHERE TRADE NAMES, BRANDS OF MANUFACTURERS OF EQUIPMENT OR MATERIALS ARE SHOWN ON THE DRAWINGS OR SPECIFICATIONS THE EXACT EQUIPMENT SHALL BE USED ON THE PROJECT. THE USE OF ANY UNAUTHORIZED EQUIPMENT SHALL BE SUBJECT TO REMOVAL/REPLACEMENT AT THIS CONTRACTOR'S EXPENSE.

E. THIS CONTRACTOR SHALL FURNISH AN OPERATING AND MAINTENANCE MANUAL TO BE TURNED OVER TO OWNER AT COMPLETION OF JOB. INCLUDE A COMPLETE SET OF "AS BUILT" PRINTS WITH MODIFICATIONS TO SYSTEMS CLEARLY CALLED OUT. INCLUDE SHOP DRAWINGS, INFORMATION ON THERMOSTATS, CONTROL WIRING DIAGRAMS AND OTHER PERTINENT INFORMATION.

QUALITY ASSURANCE:

A. ALL EQUIPMENT AND AIR FILTERS SHALL BE LISTED AND LABELED BY UNDERWRITERS' LABORATORIES (U.L.), EQUIPMENT TESTING LABORATORIES (E.T.L.) OR ANOTHER APPROVED INDEPENDENT TESTING ORGANIZATION.

COORDINATION:

A. ALL LINE VOLTAGE POWER AND CONTROL WIRING INCLUDING CONDUIT, JUNCTION BOXES AND CONNECTIONS TO MOTORS, DAMPERS, ETC., SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR. ALL HVAC RELATED LOW VOLTAGE CONTROL WIRING, CONDUIT AND FINAL CONNECTIONS ARE THE RESPONSIBILITY OF THE MECHANICAL/ TEMPERATURE CONTROL CONTRACTOR (UNLESS OTHERWISE NOTED ON THE PLANS).

GUARANTEE:

A. THIS CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORK UNDER THIS CONTRACT TO BE IN PERFECT CONDITION UPON COMPLETION AND TO REMAIN SO FOR A PERIOD OF ONE (1) YEAR AFTER FINAL ACCEPTANCE. THIS CONTRACTOR SHALL AGREE TO MAKE GOOD ANY DEFECT WHICH MAY APPEAR WITHIN THAT TIME.

FINALLY:

A. IT IS THE INTENT THAT THE FOREGOING WORK SHALL BE COMPLETE IN EVERY RESPECT AND THAT ANY MATERIAL OR WORK NOT SPECIFICALLY MENTIONED OR SHOWN ON DRAWINGS BUT NECESSARY TO FULLY COMPLETE THE WORK SHALL BE PROVIDED.

B. THE LOCATION OF OUTLETS AND EQUIPMENT SHOWN ON DRAWINGS ARE APPROXIMATE AND THE ENGINEER SHALL HAVE THE RIGHT TO RELOCATE ANY OUTLETS OR EQUIPMENT BEFORE THEY ARE INSTALLED WITHOUT ADDITIONAL COST.

C. KEEP THE PREMISES IN A NEAT AND ORDERLY CONDITION AND, AT THE COMPLETION OF THE WORK, CLEAN UP AND CART AWAY ANY DEBRIS AND EXCESS MATERIAL.

SECTION 15109
SLEEVES

A. SLEEVES SHALL BE INSTALLED IN ALL BUILDING WALLS AND FLOORS WHERE PIPES OR DUCTS TO PASS THROUGH. SLEEVES SHALL BE COPPER OR BLACK STEEL OF SUCH SIZE TO ALLOW PIPE AND INSULATION TO PASS THROUGH, WITH A MINIMUM CLEARANCE OF 1/4" ON ALL SIDES. USE "LINK SEAL" (MANUFACTURED BY THUNDERLINE) FOR ALL PIPING PENETRATING EXTERIOR WALLS. DO ALL CUTTING, PATCHING, CHANNELING AND PATCHING REQUIRED FOR ANY WORK UNDER THIS DIVISION. CUTTING SHALL REQUIRE PRIOR APPROVAL OF THE OWNER. SLEEVES SHALL EXTEND AT LEAST TWO (2") INCHES ABOVE FINISHED FLOOR AND ALL SLEEVES, OPENINGS, ETC., THROUGH FIRE RATED WALLS AND FLOORS SHALL BE FIRE SEALED WITH FIRE RATED SEALANTS BY DOW, 3M, THUNDERLINE OR TREMCO AFTER INSTALLATION SO AS TO RETAIN THE FIRE RATING.

SECTION 15190
MECHANICAL IDENTIFICATION

A. IDENTIFY ALL EQUIPMENT WITH PLASTIC NAMEPLATES. SMALL DEVICES MAY BE IDENTIFIED WITH METAL TAGS. IDENTIFY CONTROL PANELS WITH PLASTIC NAMEPLATES. IDENTIFY ALL PIPING WITH STICKERS OR STENCILING INDICATING FLUID CONVEYED AND DIRECTION OF FLOW. USE CORROSIVE RESISTANT FASTENERS FOR ALL TAGS.

SECTION 15400
PLUMBING

SUMMARY:

A. PLUMBING WORK SHALL CONFORM TO GOOD ENGINEERING PRACTICE IN ACCORDANCE WITH APPLICABLE PLUMBING CODES AND PLAN REQUIREMENTS, FOR WHICH ALL COSTS SHALL BE INCLUDED IN THE SUBCONTRACTOR'S BID PRICE.

B. DOMESTIC WATER:

1. METER: INSTALL PROPER SIZE WATER METER AS DIRECTED BY LOCAL UTILITY COMPANY. METER SHALL READ IN CUBIC FEET, OTHER REQUIREMENTS SHALL BE ESTABLISHED BY CONTRACTOR PRIOR TO BID AND INCLUDED IN BID PRICE.

2. PIPE MATERIAL: ALL DOMESTIC WATER PIPING SHALL BE TYPE "L" COPPER WITH WROUGHT COPPER FITTINGS, JOINTED WITH TIN-ANTIMONY (95-5) SOLDER. PROVIDE DIELECTRIC FITTINGS WHEN JOINING OR ABUTTING DISSIMILAR METALS.

3. INSTALLATION: INSTALL AIR CHAMBER SHOCK ABSORBERS, AS MANUFACTURED BY PRECISION PLUMBING PRODUCTS, WADE, ZURN OR JAY R. SMITH, IN PIPING SYSTEM TO PREVENT NOISE AND DAMAGE DUE TO WATER HAMMER. ALL BRANCH PIPING SHALL HAVE ACCESSIBLE SERVICE VALVE. PROVIDE SHUT OFF VALVES IN THE SUPPLY PIPING TO EVERY FIXTURE NOT PROVIDED WITH AN INTEGRAL SUPPLY STOP. FURNISH AND INSTALL ALL NECESSARY PIPE HANGERS, CARRIERS AND SUPPORTS TO PROPERLY SUPPORT PIPING AND FIXTURES. HANGERS SHALL BE COMPATIBLE WITH TYPE OF PIPING FURNISHED.

4. INSULATION: INSULATE DOMESTIC HOT AND COLD WATER PIPING WITH 1/2" THICK FIBERGLASS INSULATION, WITH A NONCOMBUSTIBLE U.L. RATED, FACTORY APPLIED VAPOR BARRIER JACKET.

C. SANITARY SEWER SYSTEM:

1. PIPE MATERIAL:

a. CAST IRON PIPE: ASTM A74 SERVICE WEIGHT, CAST IRON FITTINGS, HUB AND SPIGOT JOINTS, CISPI HSN COMPRESSION TYPE WITH ASTM C564 NEOPRENE GASKETS OR LEAD AND OAKUM.

b. CAST IRON PIPE: CISPI 301 HUBLESS, SERVICE WEIGHT, CAST IRON FITTINGS, NEOPRENE GASKET JOINTS WITH STAINLESS STEEL CLAMP AND SHIELD ASSEMBLIES.

c. PVC PIPE: ASTM D 2729, PVC FITTINGS, ASTM D2855, SOLVENT WELD JOINTS WITH ASTM D2564 SOLVENT CEMENT.

D. PLUMBING FIXTURES: KOHLER FIXTURES ARE SPECIFIED; EQUAL BY AMERICAN STANDARD, ELJER OR CRANE.

E. WATER HEATER: A.O. SMITH, RUUD, NATIONAL STEEL, DAY AND NIGHT OR GENERAL ELECTRIC.

SECTION 15530
REFRIGERANT PIPING

A. PROVIDE, CLEAN AND TEST NEW REFRIGERANT LIQUID AND SUCTION PIPING FROM COMPRESSOR TO COOLING COIL. PIPING TO BE SOFT COPPER TUBING WITH THE INSTALLATION CONFORMING TO BEST STANDARDS OF THE TRADE.

B. AFTER SYSTEM IS COMPLETED, IT SHALL BE THOROUGHLY TESTED FOR LEAKS WITH INERT GAS AFTER TESTING, PIPING SHALL BE EVACUATED AND FULLY CHARGED WITH REFRIGERANT AND OIL FOR PROPER OPERATION.

C. INSULATE REFRIGERANT SUCTION LINES WITH 1" THICK FIBERGLASS WITH VAPOR BARRIER ALL SERVICE JACKET INSIDE BUILDING. BLACK ELASTOMERIC FOAM IS ALLOWED ONLY OUTSIDE THE BUILDING.

D. PRE-CHARGED LINESETS FURNISHED WITH CONDENSING UNITS BY CONDENSING UNIT MANUFACTURER ARE ACCEPTABLE.

SECTION 15773
WATER SOURCE HEAT PUMPS

A. PROVIDE PACKAGED WATER SOURCE HEAT PUMPS (WSHP) AS SCHEDULED ON M600. EQUIPMENT SHALL BE COMPLETELY ASSEMBLED, PIPED, AND INTERNALLY WIRED IN THE FACTORY. UNIT SHALL BE SUSPENDED TYPE WITH HORIZONTAL AIR INLET AND DISCHARGE. UNITS SHALL BE AHRI/ISO 13256-1 CERTIFIED AND LISTED BY A NATIONALLY RECOGNIZED SAFETY-TESTING LABORATORY OR AGENCY, SUCH AS ETL TESTING LABORATORY.

B. UNITS SHALL BE DESIGNED TO OPERATE WITH ENTERING LIQUID TEMPERATURE BETWEEN 20°F AND 120°F.

C. CABINET SHALL BE FABRICATED FROM HEAVY-GAUGE GALVANIZED STEEL AND FINISHED WITH OPTIONAL CORROSION RESISTANT POWDER COATING. THE INTERIOR SHALL BE INSULATED WITH 1/2" THICK MULTI-DENSITY, CLEANABLE ALUMINUM FOIL COATED GLASS FIBER WITH EDGES SEALED TO PREVENT THE INTRODUCTION OF GLASS FIBERS INTO THE DISCHARGE AIR. STANDARD CABINET PANEL INSULATION SHALL MEET NFPA90A REQUIREMENTS, AIR EROSION AND MOLD GROWTH LIMITS OF UL-181, STRINGENT FUNGAL RESISTANCE TEST PER ASTM-C1071 AND ASTM G21, AND SHALL MEET ZERO LEVEL BACTERIAL GROWTH PER ASTM G22.

D. A 1-1/2" HIGH GALVANIZED DRAIN PAN SHALL BE PROVIDED UNDER EVAPORATOR COILS.

E. DUCT COLLAR SHALL BE PROVIDED ON THE SUPPLY AND RETURN AIR OPENINGS. RETURN AIR FILTER RACK SHALL BE FIELD CONVERTIBLE FOR 1" OR 2" FILTERS.

F. COMPRESSOR SHALL BE DOUBLE ISOLATION MOUNTED TO PROVIDE VIBRATION FREE COMPRESSOR MOUNTING. THE COMPRESSOR MOUNTING BRACKET SHALL BE ACOUSTICALLY DEADENED GALVANIZED STEEL TO PREVENT VIBRATION TRANSMISSION TO THE CABINET. COMPRESSORS SHALL BE HIGH-EFFICIENCY SINGLE SPEED ROTARY OR SCROLL TYPE DESIGNED FOR HEAT PUMP DUTY.

G. UNITS SHALL UTILIZE R-454B REFRIGERANT. ALL UNITS SHALL CONTAIN A SEALED REFRIGERANT CIRCUIT INCLUDING A HERMETIC MOTOR-COMPRESSOR, BIDIRECTIONAL THERMOSTATIC EXPANSION VALVE, FINNED TUBE AIR-TO-REFRIGERANT HEAT EXCHANGER, REVERSING VALVE, COAXIAL TUBE WATER-TO-REFRIGERANT HEAT EXCHANGER, AND SERVICE PORTS.

H. COAXIAL WATER-TO-REFRIGERANT HEAT EXCHANGER SHALL BE DESIGNED FOR LOW WATER PRESSURE DROP AND CONSTRUCTED OF A CONVOLUTED COPPER INNER TUBE AND A STEEL OUTER TUBE. REFRIGERANT TO AIR HEAT EXCHANGERS SHALL UTILIZE ENHANCED CORRUGATED LANCED ALUMINUM FINS AND RIFLED ALUMINUM TUBE CONSTRUCTION RATED TO WITHSTAND 600 PSIG REFRIGERANT WORKING PRESSURE. REFRIGERANT TO WATER HEAT EXCHANGERS SHALL BE OF COPPER INNER WATER TUBE AND STEEL REFRIGERANT OUTER TUBE DESIGN, RATED TO WITHSTAND 600 PSIG REFRIGERANT PRESSURE AND 450 PSIG WORKING WATER PRESSURE.

I. BLOWER MOTOR SHALL BE A 5-SPEED ECM TYPE MOTOR. THE MOTOR SHALL BE SOFT STARTING, SHALL MAINTAIN CONSISTENT TORQUE OVER ITS OPERATING STATIC RANGE, AND SHALL PROVIDE 5 SPEED SETTINGS. THE BLOWER HOUSING SHALL BE REMOVABLE FROM THE UNIT WITHOUT DISCONNECTING THE SUPPLY AIR DUCTWORK. THE BLOWER MOTOR SHALL BE ISOLATED FROM THE HOUSING BY RUBBER GROMMETS. THE MOTOR SHALL BE PERMANENTLY LUBRICATED AND HAVE THERMOSTATIC OVERLOAD PROTECTION.

J. UNITS SHALL BE PROVIDED WITH 2" THICK, CLASS II, MERV 8 MEDIA FILTERS.

K. A CONTROL BOX SHALL BE LOCATED WITHIN THE UNIT COMPRESSOR COMPARTMENT AND SHALL CONTAIN A 50VA OR 75VA TRANSFORMER, 24 VOLT ACTIVATED, 2-POLE COMPRESSOR CONTACTOR, TERMINAL BLOCK FOR THERMOSTAT WIRING AND SOLID-STATE CONTROLLER FOR COMPLETE UNIT OPERATION.

L. PROVIDE WITH OPTIONAL MULTI-STAGE AUTO-CHANGEOVER ELECTRONIC THERMOSTAT. THE THERMOSTAT SHALL OFFER TWO HEATING STAGES AND ONE COOLING STAGE.

M. PROVIDE WITH OPTIONAL HOSE KIT WITH AUTOMATIC BALANCING VALVE AND "Y" STRAINER. HOSE KIT SHALL INCLUDE FLEXIBLE STEEL BRAID HOSES FEATURING KEVLAR REINFORCED EPDM CORE WITH ANSI 303/304 STAINLESS STEEL OUTER BRAID AND FIRE RATED MATERIALS PER ASTM E84. BALL VALVE AT ONE END; SWIVEL CONNECTOR WITH ADAPTOR AT THE OTHER END. THE HOSES FEATURE BRASS FITTINGS, STAINLESS STEEL FERRULES. A FULL PORT BALL VALVE SHALL BE PROVIDED WITH INTEGRAL PRESSURE/TEMPERATURE PORT ON SUPPLY HOSE.

N. POWER SUPPLY TO UNITS SHALL BE SINGLE POINT CONNECTION TO A FACTORY INSTALLED TERMINAL BLOCK. COLOR CODED LOW VOLTAGE CONTROL WIRING SHALL BE BROUGHT TO A TERMINAL STRIP AND CLEARLY MARKED FOR FIELD CONNECTION OF A REMOTE CONTROL DEVICE.

O. UNITS SHALL BE PROVIDED WITH MANUFACTURERS STANDARD ONE YEAR LIMITED WARRANTY AND A FOUR YEAR EXTENDED COMPRESSOR WARRANTY.

SECTION 15635
ENERGY RECOVERY VENTILATOR

A. PROVIDE A PACKAGED ENERGY RECOVERY VENTILATOR (ERV) CONSISTING. UNIT SHALL BE FULLY ASSEMBLED AT THE FACTORY AND CONSIST OF A FIXED-PLATE CROSS-FLOW HEAT EXCHANGER WITH NO MOVING PARTS, AN INSULATED SINGLE WALL G90 GALVANIZED 20-GAUGE STEEL CABINET, FILTER ASSEMBLIES FOR BOTH INTAKE AND EXHAUST AIR, ENTHALPY CORE, SUPPLY AIR BLOWER ASSEMBLY, EXHAUST AIR BLOWER ASSEMBLY, AND ELECTRICAL CONTROL BOX WITH ALL SPECIFIED COMPONENTS AND INTERNAL ACCESSORIES FACTORY INSTALLED AND TESTED AND PREPARED FOR SINGLE-POINT HIGH VOLTAGE CONNECTION. ENTIRE UNIT SHALL BE ASSEMBLED AND TEST OPERATED AT THE FACTORY.

B. OUTSIDE CASING SHALL BE 20 GAUGE, GALVANIZED (G90) STEEL MEETING ASTM A653 FOR COMPONENTS THAT DO NOT RECEIVE A PAINTED FINISH.

C. ACCESS DOORS SHALL BE HINGED AIRTIGHT CLOSED CELL FOAM GASKETS. DOOR PRESSURE TAPS, WITH CAPTIVE PLUGS, SHALL BE PROVIDED FOR CROSS-CORE PRESSURE MEASUREMENT ALLOWING FOR ACCURATE AIRFLOW MEASUREMENT.

D. UNIT SHALL HAVE FACTORY-INSTALLED DUCT FLANGES ON ALL DUCT OPENINGS.

E. CABINET SHALL BE INSULATED WITH FOIL FACED, HIGH DENSITY FIBERGLASS BOARD INSULATION, PROVIDING A CLEANABLE SURFACE AND ELIMINATING THE POSSIBILITY OF EXPOSING FRESH AIR TO GLASS FIBERS. INSULATION SHALL HAVE A MINIMUM R-VALUE OF 4.3 HR-SQ FT-°F/BTU.

F. ENTHALPY CORE SHALL BE OF THE TOTAL ENTHALPY TYPE, CAPABLE OF TRANSFERRING BOTH SENSIBLE AND LATENT ENERGY BETWEEN AIR STREAMS. NO CONDENSATE DRAINS SHALL BE ALLOWED. PERFORMANCE CRITERIA SHALL BE AS SPECIFIED IN AHRI STANDARD 1060.

G. ERV SHALL HAVE AN ELECTRICAL CONTROL CENTER WHERE ALL HIGH AND LOW VOLTAGE CONNECTIONS ARE MADE.

H. SUPPLY AND EXHAUST AIR BLOWER ASSEMBLIES SHALL CONSIST OF A 208-230V/1Ø/60HZ, TEFC MOTOR; AND A BELT DRIVEN FORWARD-CURVED BLOWER.
a. BLOWER MOTORS SHALL BE ULTRA PREMIUM EFFICIENCY, EISA COMPLIANT FOR ENERGY EFFICIENCY.
b. BELT DRIVE MOTORS SHALL BE PROVIDED WITH ADJUSTABLE PULLEYS AND MOTOR MOUNTS ALLOWING FOR BLOWER SPEED ADJUSTMENTS, PROPER MOTOR SHAFT ORIENTATION, AND PROPER BELT TENSIONING.

I. UNIT CONTROLS:
a. FAN CONTROL: ONBOARD VFD FOR BOTH AIRSTREAMS WITH ECM MOTORS
b. TIMECLOCK: DIGITAL TIME CLOCK MOUNTED IN UNIT CONTROLS ENCLOSURE WITH UP TO 8 ON/OFF CYCLES PER DAY OR 50 PER WEEK, 24VAC POWER, WITH BATTERY BACKUP PROTECTION OF PROGRAM SETTINGS AGAINST POWER FAILURE.
c. CARBON DIOXIDE: ADJUSTABLE CONTROL FROM 600-2000 PPM FOR WALL MOUNTING WITH DIGITAL DISPLAY.

I. ERV SHALL HAVE 2" THICK MERV 8 DISPOSABLE PLEATED FILTERS LOCATED IN THE OUTDOOR AIR AND EXHAUST AIRSTREAMS. ALL FILTERS SHALL BE ACCESSIBLE FROM THE EXTERIOR OF THE UNIT.

J. UNITS SHALL BE PROVIDED WITH MANUFACTURERS STANDARD ONE YEAR LIMITED WARRANTY AND A TEN-YEAR EXTENDED WARRANTY ON THE ERV CORE.

SECTION 15890
DUCTWORK

A. FABRICATE AND INSTALL GALVANIZED SHEET STEEL DUCT IN ACCORDANCE WITH THE LATEST EDITION OF SMACNA "HVAC DUCT CONSTRUCTION STANDARDS." ALUMINUM DUCT SHALL BE CONSTRUCTED WHERE INDICATED.

B. CONSTRUCT DUCT SYSTEMS TO THE FOLLOWING PRESSURE CLASSIFICATIONS (VERIFY POSITIVE AND NEGATIVE PRESSURES):

1. SUPPLY DUCTS: 2 IN. WATER COLUMN POSITIVE

2. RETURN AND EXHAUST DUCT: 2 IN. WATER COLUMN NEGATIVE

C. PRESSURE TEST DUCTS FOR LEAKAGE. REMAKE ANY LEAKS AND APPLY SEALANTS AS REQUIRED TO NOT EXCEED 5% LEAKAGE OR LESS AS STATED IN SMACNA STANDARDS.

D. INSTALL DOUBLE THICKNESS TURNING VANES IN ALL RECTANGULAR RIGHT ANGLE ELBOWS.

E. INSTALL RIGID OVAL, ROUND, AND RECTANGULAR METAL DUCTWORK WITH SUPPORT SYSTEMS INDICATED IN SMACNA STANDARDS. SUPPORT HORIZONTAL DUCT WITHIN 2FT OF EACH ELBOW AND WITHIN 4FT OF EACH BRANCH INTERSECTION USING ALL-THREAD AND STRAP HANGERS ON EACH SIDE OF FITTING.

F. ALL TRAVERSE JOINTS AND SEAMS IN SUPPLY AIR DUCT SHALL BE SEALED AIR TIGHT WITH A DUCT SPECIFIC LIQUID DUCT SEALER. JOINTS SHALL ALSO BE RIVETED OR CONNECTED WITH SHEET METAL SCREWS.

G. AN ELASTOMER BUTYL GASKET WITH ADHESIVE BACKING SHALL BE USED TO SEAL FLANGED JOINTS.

H. DUCT TRANSITIONS SHALL NOT EXCEED 30 DEG. SLOPE EXCEPT AS SPECIFICALLY NOTED OTHERWISE.

I. PROVIDE ACCESS TO ALL MOTORIZED DAMPERS, FIRE/SMOKE DAMPERS, CONTROLS, AND OTHER ITEMS IN DUCTWORK THAT REQUIRE SERVICE OR INSPECTION. ACCESS DOORS SHALL BE GASKETED REINFORCED 20 GA. STEEL WITH QUICK OPENING LATCH.

J. FLEXIBLE CONNECTIONS:

1. FLEXIBLE COLLARS SHALL BE PROVIDED IN ALL CONNECTIONS BETWEEN VIBRATING EQUIPMENT (FANS, ROOFTOP UNITS, AIR HANDLERS, FAN POWERED VAV BOXES, ETC.) AND DUCTS, CASINGS, OR PLENUMS.

2. FLEXIBLE CONNECTIONS SHALL BE CONSTRUCTED OF NEOPRENE-COATED FLAMEPROOF FABRIC. PROVIDE ADEQUATE JOINT FLEXIBILITY TO ALLOW FOR MOVEMENT AND PREVENT THE TRANSITION OF VIBRATION.

3. FLEXIBLE CONNECTIONS ARE TO BE RATED FOR THE OPERATING PRESSURE OF THE SYSTEM.

L. FLEXIBLE DUCTWORK:

1. FLEXIBLE DUCT SHALL BE GALVANIZED STEEL WIRE REINFORCED, SEAMLESS AIR SEAL, 1-1/2" INSULATED (1 LB DENSITY), COVERED WITH A FOIL VAPOR BARRIER, AND RATED FOR THE OPERATING PRESSURE OF THE SYSTEM.

2. FLEXIBLE DUCT SHALL NOT EXCEED 5'-0" IN LENGTH AT ANY ONE LOCATION.

M. ALL DUCTWORK SIZES INDICATED ON DRAWINGS ARE INSIDE CLEAR DIMENSIONS. ALLOW FOR DUCT AND INSULATION THICKNESS WHEN COORDINATING FOR INSTALLATION.

N. SUPPLY TAKE-OFF FITTINGS:

1. PROVIDE CONICAL OR "BELL-MOUTH" TAKE-OFFS FROM MAIN DUCTWORK TO ROUND BRANCHES. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

2. PROVIDE 45 DEG. RECTANGULAR TAKE-OFFS FROM MAIN DUCTWORK TO RECTANGULAR BRANCHES.

DUCTWORK INSULATION:

A. GENERAL:

1. DUCT INSULATION MATERIAL SHALL BE UL LISTED WITH A FLAME SPREAD/SMOKE DEVELOPED RATING OF 25/50 IN ACCORDANCE WITH NFPA 255.

2. ADHESIVES, COATINGS, MASTICS, AND SEALANTS SHALL BE WATERPROOF, FIRE-RETARDANT TYPE COMPATIBLE WITH INSULATION.

3. ACCEPTABLE MANUFACTURERS: OWENS-CORNING FIBERGLASS CORP., MANVILLE CORP., KNAUF FIBERGLASS, OR CERTAINTEED CORP. (UNLESS NOTED OTHERWISE)

B. INDOOR INSULATION:

1. GLASS FIBER FLEXIBLE

a. FLEXIBLE GLASS FIBER, ANSI/ASTM C612, COMMERCIAL GRADE, "K" VALUE OF 0.30 AT 75 DEG. F, FOIL SCRIM FACING.
b. INSULATE ALL CONCEALED DUCTWORK ABOVE CEILINGS, IN ATTIC SPACE, ETC.

2. CLOSED CELL ELASTOMERIC FOAM DUCT LINER

a. MANUFACTURER: ARMSTRONG WORLD INDUSTRIES INC. MODEL AP ARMAFLEX SA DUCT LINER.
b. INSULATION: NFPA 90A/90B SELF-ADHERING CLOSED CELL ELASTOMERIC FLEXIBLE INSULATION MEETING ASTM C518, ASTM E-96 25/50 SURFACE BURNING, ASTM E-84 MICROBIAL GROWTH, ASTM C1071, ASTM G21 AND G22, ODOR EMISSIONS ASTM C665.
c. K VALUE MAXIMUM 0.27 AT 75 DEG. F, 0.037 AT 24 DEG. C.

C. THICKNESS:

1. ALL DUCTWORK ON PROJECTION SHALL BE INSULATED WITH 1-1/2" FIBERGLASS INSULATION.

a. RECTANGULAR DUCT: DUCTBOARD WITH FOIL FACE.
b. ROUND DUCT: DUCT WRAP WITH FOIL FACE.

SECTION 15910
MOTOR-OPERATED DAMPER

A. LOW LEAKAGE OPPOSED BLADE DAMPER, SPRING RETURN TYPE, 120 VOLT OR 24 VOLT MOTOR OPERATOR (24 VOLT REQUIRES A TRANSFORMER PROVIDED BY THIS CONTRACTOR), POWER OPEN, FAIL CLOSED. INTERLOCK WITH COOLING ONLY THERMOSTAT. 120 VOLT POWER TO JUNCTION BOX/TRANSFORMER BY ELECTRICAL CONTRACTOR. ALL OTHER CONTROL WIRING, CONDUIT, ETC., (24 VOLT AND 120 VOLT), IS THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR.

SECTION 15940
AIR OUTLETS AND INLETS

A. PROVIDE ALL GRILLES, REGISTERS AND DIFFUSERS AS SCHEDULED AND NOTED ON DRAWINGS OR ACCEPTABLE ALTERNATES AS INDICATED ON AIR DISTRIBUTION DEVICE SCHEDULE.

B. LOUVERS

1. PROVIDE 6" DEEP LOUVERS WITH BLADES ON 45° SLOPE WITH CENTER BAFFLE AND RETURN BEND, HEAVY CHANNEL FRAME; BIRDSCREEN, AND 3/4" FOR INTAKE; FABRICATE LOUVER PENTHOUSES WITH MITERED CORNERS AND REINFORCE WITH STRUCTURAL ANGLES.

C. INSTALLATION

1. INSTALL ITEMS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. CHECK LOCATION OF OUTLETS AND INLETS AND MAKE NECESSARY ADJUSTMENTS IN POSITION TO CONFORM WITH ARCHITECTURAL FEATURES, SYMMETRY, AND LIGHTING ARRANGEMENT. INSTALL DIFFUSERS TO DUCTWORK WITH AIR TIGHT DUCT TAKE-OFF TO DIFFUSERS, GRILLES, AND REGISTERS REGARDLESS OF WHETHER DAMPERS ARE SPECIFIED AS PART OF THE DIFFUSER, GRILLE, OR REGISTER ASSEMBLY. PAINT DUCTWORK VISIBLE BEHIND AIR OUTLETS AND INLETS MATTE BLACK.

SECTION 15950
TEMPERATURE CONTROLS

A. PROVIDE A COMPLETE ELECTRIC TYPE CONTROL SYSTEM TO AUTOMATICALLY CONTROL THE HEATING AND AIR CONDITIONING SYSTEMS AS SPECIFIED HEREIN OR NOTED ON DRAWINGS.

B. FAILURE TO MENTION ANY SPECIFIC ITEM OR DEVICE DOES NOT RELIEVE THIS CONTRACTOR OF THE RESPONSIBILITY FOR INSTALLING SUCH DEVICE OR ITEM IN ORDER TO COMPLY WITH THE INTENT OF THE DRAWINGS AND SPECIFICATIONS.

C. ALL 24 VOLT WIRING ASSOCIATED WITH CONTROL SHALL BE THE RESPONSIBILITY OF THIS CONTRACTOR AND SHALL BE PLENUM RATED OR IN CONDUIT AND IN ACCORDANCE WITH THE AUTHORITY HAVING JURISDICTION AND THE N.E.C.

D. PACKAGED HVAC EQUIPMENT SHALL BE PROVIDED WITH FACTORY CONTROLS.

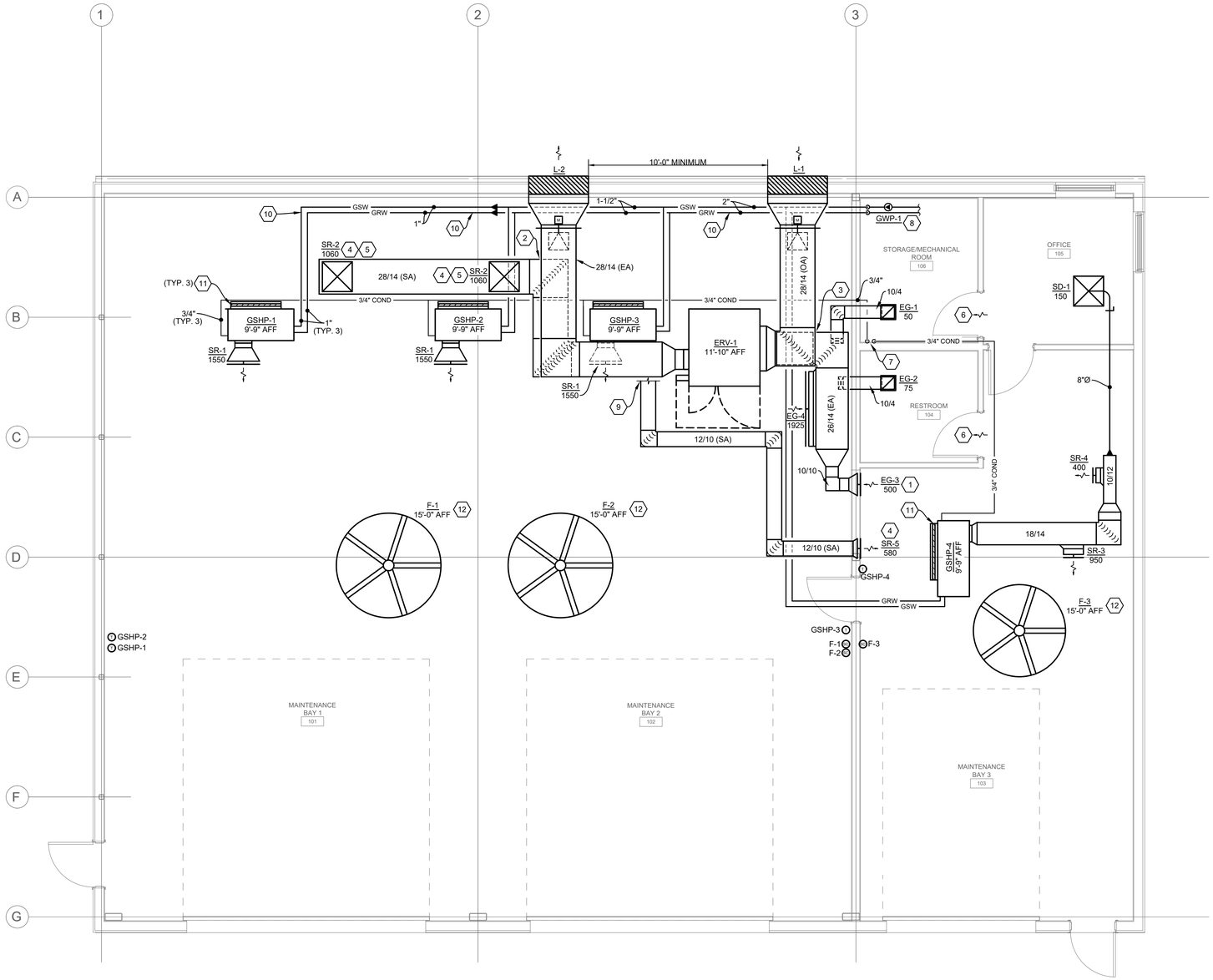
E. PROVIDE CONTROLS FOR THE FOLLOWING:

1. EACH HEAT PUMP TO HAVE PROGRAMMABLE THERMOSTAT WITH "OFF-AUTO" SYSTEM SWITCH, FAN "AUTO-ON" SWITCH AND LOCKING COVER.

2. ENERGY RECOVERY VENTILATOR: EACH ENERGY RECOVERY VENTILATOR SHALL BE PROVIDED WITH A PROGRAMMABLE CONTROLLER. UNIT SHALL OPERATE BASED ON INTEGRAL TIMECLOCK. TIMECLOCK TO BE SET TO ENSURE UNIT IS RUNNING DURING OCCUPIED PERIODS.

SECTION 15990
TESTING, ADJUSTING, AND BALANCING

A. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR TESTS AND ADJUSTMENTS OF ALL WORK SPECIFIED. AIR BALANCING SHALL BE PERFORMED BY AN AABC (ASSOCIATED AIR BALANCE COUNCIL) OR NEBB (NATIONAL ENVIRONMENT BALANCING BUREAU) CERTIFIED INDEPENDENT BALANCING CONTRACTOR WITH MINIMUM 3 YEARS EXPERIENCE. AIR BALANCING SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST STANDARDS OF THE AABC OR NEBB. SUBMIT NAME OF BALANCING CONTRACTOR FOR APPROVAL WITHIN 30 DAYS AFTER AWARD OF CONTRACT. THIS CON



MECHANICAL NEW WORK PLAN

1/4"=1'-0"

NORTH

GENERAL NOTES:

1 REFER TO M50 FOR SPECIFICATIONS.

2 REFER TO M600 FOR ADDITIONAL INFORMATION.

3 ALL MOUNTING HEIGHTS ARE TO BOTTOM OF EQUIPMENT. MOUNTING HEIGHTS ARE ANTICIPATED. ANY REVISIONS TO STATED MOUNTING HEIGHTS SHALL BE APPROVED BY ENGINEER AND OWNER.

CODED NOTES:

1 MOUNT EXHAUST GRILLE HIGH ON WALL.

2 SUPPLY DUCT ROUTED DIRECTLY BELOW EXHAUST DUCT.

3 EXHAUST DUCT ROUTED DIRECTLY BELOW OUTSIDE AIR DUCT.

4 ERV SUPPLY AIR SHALL BE NEAR TO THE RETURN OPENING OF THE GSHP.

5 MOUNT DIFFUSERS ON TOP OF DUCT FACING UP.

6 DOOR SHALL BE UNDERCUT 1". COORDINATE WITH GENERAL CONTRACTOR.

7 EXTEND CONDENSATE DRAINS TO ABOVE FLOOR SINK AND INDIRECT.

8 REFER TO M600 FOR MECHANICAL PIPING SCHEMATIC. GSW AND GRW PIPING TO EXTEND TO 2" SUPPLY AND 2" RETURN HEADERS FURNISHED AND INSTALLED BY GEOTHERMAL CONTRACTOR. (2) PAIRS OF HEADERS ARE ANTICIPATED. MECHANICAL CONTRACTOR SHALL CONSTRUCT MANIFOLD OFF HEADERS. REFER TO GEOTHERMAL DESIGN DOCUMENTS FOR ADDITIONAL INFORMATION. CLOSE COORDINATION WITH GEOTHERMAL CONTRACTOR WILL BE REQUIRED.

9 EXTEND 12/10 SUPPLY AIR DUCT OFF THE SIDE OF 28/14 SUPPLY AIR DUCT.

10 ROUTE MECHANICAL PIPING ABOVE WALL MOUNTED LIGHTS. COORDINATE WITH ELECTRICAL CONTRACTOR.

11. PROVIDE DUCT EXTENSION ON RETURN AIR SIDE OF UNIT. DUCT EXTENSION SHALL INCLUDE A 2" FILTER HOUSING. PROVIDE A 2" WASHABLE ALUMINUM FILTER, MERV 8 OR GREATER. PROVIDE HINGED ACCESS DOOR FOR FILTER ACCESS. FILTER RACK SHALL BE OF EQUAL SIZE TO THE GSHP RETURN OPENING. DUCT OPENING SHALL HAVE 1/2"x1/2" BIRDSCREEN.

12. FAN LOCATION SHALL BE COORDINATED WITH FINAL LIGHT FIXTURE LOCATIONS AND ALL OTHER EQUIPMENT SUSPENDED FROM THE STRUCTURE.

NOTE: INTERNAL COMBUSTION VEHICLE ENGINES SHALL NOT TO BE OPERATED WITHIN FACILITY, OTHER THAN FOR VEHCILE ENTRY AND EXIT PURPOSES.

SMEP ENGINEERS
M-ENGINEERING
750 BROOKSEDGE BLVD.
WESTERVILLE, OH 43081
614.839.4639
M-Engineering

REVISIONS

NO.	DATE	DESCRIPTION
	08/05/2025	PERMIT SET

COLORADO LICENSED MICHAEL PHILIP HUFFMAN 56224 PROFESSIONAL ENGINEER

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230

Gunnison County
200 E. Virginia
Gunnison, CO 81230

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wellogy designing for life
6767 Longshore Street, Suite 540 • Dublin, OH 43017
www.wellogydesign.com

COMM. NO. 25043

PHASE: PERMIT SET

DATE: 08/05/2025

SHEET TITLE: MECHANICAL NEW WORK PLAN

SHEET NO.: M101

AIR DISTRIBUTION DEVICE SCHEDULE

NOTES:
1. TAG FIRST LETTER: S-SUPPLY, R-RETURN, E-EXHAUST, T-TRANSFER.
   TAG SECOND LETTER: D-DIFFUSER, R-REGISTER, G-GRILLE.
2. PROVIDE OPTIONAL DIRECTIONAL BLOW FEATURE FOR OTHER THAN 4-WAY.
3. FINISH: "A" - WHITE. "B" - WHITE - G.C. TO FIELD PAINT TO MATCH CEILING OR WALL WITH ENAMEL FINISH.
4. VOLUME DAMPER - FACTORY FURNISHED. OPPOSED BLADE OR BUTTERFLY WHERE AVAILABLE. ADJUSTABLE FROM FACE.
5. BORDER STYLE: "A" - SURFACE MOUNTED. "B" - DUCT MOUNTED. C" - LAY-IN FRAME FOR T-BAR CEILING.
6. PROVIDE BOOT FOR DUCT MOUNTING.

TAG	MFGR.	MODEL	SIZE		MOUNTING			MATERIAL		FIN. (3)	DPR. (4)	BDR. (5)	REMARKS
			FACE	NECK	CEIL-ING	WALL	DUCT	STEEL	ALUM.				
SD-1	PRICE	SCDA	24"/24"	SEE MECH. PLAN	●			●		A	●	C	
SR-1	PRICE	520L	26"/14"	SEE MECH. PLAN			●	●		A	●	B	DOUBLE DEFLECTION SUPPLY GRILLE
SR-2	PRICE	520L	18"/14"	SEE MECH. PLAN			●	●		A	●	B	DOUBLE DEFLECTION SUPPLY GRILLE
SR-3	PRICE	520L	18"/12"	SEE MECH. PLAN			●	●		A	●	B	DOUBLE DEFLECTION SUPPLY GRILLE
SR-4	PRICE	520L	12"/8"	SEE MECH. PLAN			●	●		A	●	B	DOUBLE DEFLECTION SUPPLY GRILLE
SR-5	PRICE	520L	16"/10"	SEE MECH. PLAN		●		●		A	●	A	DOUBLE DEFLECTION SUPPLY GRILLE
EG-1	PRICE	530	12"/12"	SEE MECH. PLAN			●	●		A	●	B	
EG-2	PRICE	530	12"/12"	SEE MECH. PLAN	●					A	●	A	
EG-3	PRICE	530	18"/10"	SEE MECH. PLAN		●				A	●	A	
EG-4	PRICE	530	60"/14"	SEE MECH. PLAN			●			A	●	B	

EXPANSION TANK SCHEDULE
(BASED ON AMTROL)

TAG	MODEL	TYPE	LOCATION	CAP. (GAL)	SIZE (DIA. x LENGTH)	PRV SETTING (PSIG)	OPER. WEIGHT (LBS)	CONN. SIZE	REMARKS
ET-1	ST-5C-DD	DIAPHRAGM	SEE SCHEMATIC A	2	8" x14"	55	10	3/4"	150 PSIG WORKING PRESSURE. PROVIDE WITH DEEP DRAWN STEEL SHELL WITH STAINLESS STEEL CONENCTION.

GROUND SOURCE HEAT PUMP SCHEDULE

UNIT NUMBER	WATER FURNACE MODEL #	SUPPLY FAN				VOLTAGE	GROUND LOOP WATER			COOLING			HEATING			O.A. CFM	WEIGHT (LBS.)	REMARKS
		HP	CFM	ESP	RPM		GPM	EWT COOL/ HEAT	WPD (FT HD)	LWT	TOT/SEN MBH	EER	LWT	TOTAL MBH	COPH			
GSHP-1	VERSATEC - V5AH048	0.5	1,550	0.5	-	230/1	12.0	36/51	9.90	60.6	45.2/41.8	22.9	30.8	41.6	3.7	N/A	423	1, 2, 3, 4, 5
GSHP-2	VERSATEC - V5AH048	0.5	1,550	0.5	-	230/1	12.0	36/51	9.90	60.6	45.2/41.8	22.9	30.8	41.6	3.7	N/A	423	1, 2, 3, 4, 5
GSHP-3	VERSATEC - V5AH048	0.5	1,550	0.5	-	230/1	12.0	36/51	9.90	60.6	45.2/41.8	22.9	30.8	41.6	3.7	N/A	423	1, 2, 3, 4, 5
GSHP-4	VERSATEC - V5AH060	1	1,500	0.5	-	230/1	16.0	36/51	17.90	60.0	54.6/43.1	19.0	32.3	45.4	4.1	N/A	468	1, 2, 3, 4, 6

REMARKS:

1. UNITS TO BE PACKAGED GEOTHERMAL HEAT PUMPS RATED FOR LOW ENTERING WATER CONDITIONS.
2. UNIT TO BE FURNISHED WITH THE FOLLOWING OPTIONS:
   - NON-FUSED DISCONNECT SWITCH.
   - ECM MOTOR.
   - FREEZESTAT PROTECTION.
   - FLEXIBLE STEEL BRAIDED CONNECTION PACKAGE INCLUDING, 2 POSITION 24V CONTROL VALVE, FLOW SETTING DEVICE, INLET BALL VALVE AND STRAINER. PROVIDE BALANCING VALVE ON BYPASS LINE OF 3 WAY VALVES.
   - GALVANIZED STEEL DRAIN PAN AND PLENUM RATED CONDENSATE PUMP.
   - DUCT SMOKE DETECTOR.
   - PROGRAMMABLE THERMOSTAT .
   - DELUXE 2" DUCT COLLAR/FILTER RACK FOR RETURN DUCT CONNECTION.
3. FURNISH WITH NEOPRENE ISOLATOR.
4. 15% POLYPROPYLENE GLYCOL.
5. UNIT IS RIGHT-HANDED RETURN.
6. UNIT IS LEFT-HANDED RETURN.

ENERGY RECOVERY VENTILATION CORE SCHEDULE
(BASED ON RENEWAIRE)

TAG	MODEL	AIRFLOW		SUPPLY FAN					EXHAUST FAN					SUMMER PERFORMANCE			EFF. %	WINTER PERFORMANCE			EFF. %	ELECTRICAL DATA				REMARKS
		OUTDOOR / SUPPLY (CFM)	RETURN / EXHAUST (CFM)	QTY	ESP (IN. H_2O)	BHP	HP	RPM	QTY	ESP (IN. H_2O)	BHP	HP	RPM	OUTDOOR / SUPPLY AIR	RETURN AIR			OUTDOOR / SUPPLY AIR	RETURN AIR			FLA	MCA	MOCP	VOLTS/ PH.	
														EAT (°F) DB/WB	LAT (°F) DB/WB	EAT (°F) DB/WB		EAT (°F) DB/WB	LAT (°F) DB/WB	EAT (°F) DB/WB						
ERV-1	HE3X	2700	2550	1	0.5	2.07	3	1620	1	0.5	1.84	3	1565	82.3/52.8	77.5/53.1	75.0/61.3	--	-17.2/-18.0	33.5/26.4	60.0/42.4	--	14.6	28.4	40	208-230 / 1	1, 2, 3, 4, 5, 6

REMARKS:

1. SUSPEND FROM STRUCTURE ABOVE. ISOLATE WITH NEOPRENE ISOLATORS.
2. FURNISH WITH FUSED DISCONNECT.
3. FURNISH WITH MOTORIZED CONTROL ISOLATION DAMPERS IN BOTH AIR STREAMS. INTERLOCK WITH UNIT OPERATION.
4. PROVIDE RENEWAIRE INTEGRATED PROGRAMMABLE CONTROLS (ENHANCED) OPTION WITH MICROPROCESSOR CONTROLLER.
5. PROVIDE TIMECLOCK OPTION FOR UNIT OPERATION. UNIT SHALL OPERATE DURING ALL OCCUPIED HOURS.
6. PROVIDE WITH FILTER MONITOR AND STANDARD FILTRATION.

PUMP SCHEDULE

TAG	MFGR.	MODEL	PUMP DATA							ELECTRICAL DATA			REMARKS
			FLOW (GPM)	HEAD (FT)	DIA. (IN)	RPM	EFF. %	INLET (IN)	OUTLET (IN)	PUMP HP	MOTOR HP	VOLTS/PH.	
GWP-1	ARMSTRONG	4372	52	30	1.25	2375	56.28	1.25	1.25	0.71	1.5	230 / 1	PIPE MOUNTED, 2 PUMP UNIT WITH INTEGRATED INTELLIGENT CONTROLS (SONSORLESS); ULTRA PREMIUM EFFICIENCY MOTORS. FULL REDUNDANCY OPERATION. CAST IRON BODY, 316SS IMPELLER. INTEGRATED ISOLATION VALVES ON SUCTION AND DISCHARGE. 15% POLYPROPYLENE GLYCOL.

NOTE:

PUMP SIZING IS BASED UPON PRELIMINARY GEOTHERMAL WELL INFORMATION. FINAL PUMP SIZING SHALL BE DETERMINED AFTER GEOTHERMAL DATA IS CONFIRMED.

LOUVER SCHEDULE
(BASED ON GREENHECK)

TAG	MODEL	TYPE	AIRFLOW		SIZE (WxH)	DAMPER		REMARKS
			QUANTITY (CFM)	PD (IN. H_2O)		TYPE	OPER.	
L-1	ESD-635	INTAKE	2700	0.11	36x26	BACKDRAFT	MOTORIZED	1,2,3,4
L-2	ESD-635	EXHAUST	2700	0.10	36x26	BACKDRAFT	MOTORIZED	1,2,3,4

REMARKS:

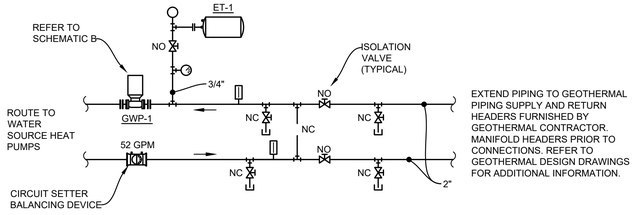
1. 2 COAT KYNAR FINISH
2. 3.4" BIRDSCREEN
3. 120V MOTORIZED BACKDRAFT DAMPER, INTERLOCK WITH ERV, SPRING CLOSED
4. EXTENDED SILL

FAN SCHEDULE
(BASED ON GREENHECK)

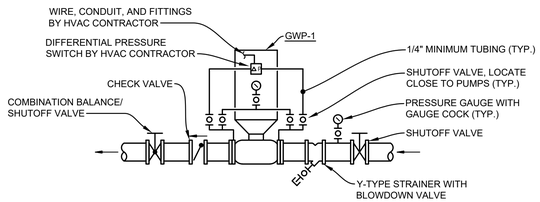
TAG	MODEL	TYPE	LOCATION	DIAMETER (IN.)	CFM	MOTOR				ELECTRICAL DATA			REMARKS
						DESIGN RPM	MAX RPM	SIZE (W)	DRIVE TYPE	W	FLA	VOLTS / PH.	
F-1	DC-5-7-3MV	AXIAL	MAINTENANCE BAY 1	84	10,485	97	134	50	DIRECT	28	1.6	115 / 1	1, 2
F-2	DC-5-7-3MV	AXIAL	MAINTENANCE BAY 2	84	10,485	97	134	50	DIRECT	28	1.6	115 / 1	1, 2
F-3	DC-5-6-3MV	AXIAL	MAINTENANCE BAY 3	72	5,021	68	165	50	DIRECT	8	1.6	115 / 1	1, 2

REMARKS:

1. PROVIDE WITH DOWNTUBE SIZED TO MATCH MOUNTING HEIGHT.
2. PROVIDE WITH VARIABLE SPEED FAN CONTROLLER. FAN SPEED CONTROLLER SHALL HAVE MULTIPLE SPEED SETTINGS AND FORWARD/REVERSE CONTROLS.



A **MECHANICAL PIPING SHCEMATIC**
N.T.S.



B **INLINE PUMP SCHEMATIC**
N.T.S.

HVAC SYMBOLS
(NOT ALL SYMBOLS MAY BE USED)

SYMBOL	DESCRIPTION
PIPING	
GWS	GEOTHERMAL WATER SUPPLY
GWR	GEOTHERMAL WATER RETURN
CHWS	CHILLED WATER SUPPLY
CHWR	CHILLED WATER RETURN
COND	CONDENSATE DRAIN
D	DRAIN LINE
HHWS	HEATING HOT WATER SUPPLY
HHWR	HEATING HOT WATER RETURN
	PIPE TEE IN DROP
	PIPE TEE IN RISE
	PIPE RISE
	PIPE DROP
	PIPE CAP
	PIPE UNION
	PIPE ANCHOR
	PIPE GUIDE OR SLEEVE
	SHUT-OFF VALVE
	PIPE FLEX CONNECTION
	BALL VALVE
	Y-TYPE STRAINER
	GAS COCK (PLUG VALVE)
	CHECK VALVE
	BACKFLOW PREVENTER
	BALANCE VALVE
	COMB. BALANCE & SHUT-OFF VALVE
	DRAIN VALVE
	PRESSURE RELIEF VALVE
	PRESSURE REDUCING VALVE
	VALVE WITH TAMPER SWITCH
	SOLENOID VALVE
P	PRESSURE SENSOR
T	TEMPERATURE SENSOR
PS	PRESSURE SWITCH
TS	TEMPERATURE SWITCH
FS	FLOW SWITCH
	2-WAY TEMPERATURE CONTROL VALVE
	3-WAY TEMPERATURE CONTROL VALVE
	PIPE FLANGE
	PRESSURE AND TEMPERATURE TAP
	TEMPERATURE GAUGE
	CONNECT TO EXISTING
	LIMITS OF DEMOLITION

SYMBOL	DESCRIPTION
DUCTWORK	
	SUPPLY DUCT - UP
	SUPPLY DUCT - DOWN
	RETURN DUCT - UP
	RETURN DUCT - DOWN
	LINEAR AIR DEVICE (supply or return)
	SUPPLY DIFFUSER
	RETURN GRILLE
	VAV BOX (SINGLE DUCT)
	VAV BOX (DUAL DUCT)
	ACCESS DOOR
	DUCT TRANSITION
	DUCT CAP
	DUCT, OPEN END
	DUCT DROP, ROUND
	DUCT RISE, ROUND
	DUCT, FLEXIBLE CONNECTION
	BALANCE DAMPER
BD	BACKDRAFT DAMPER
FD	FIRE DAMPER
SD	SMOKE DAMPER
FSD	COMBINATION FIRE/SMOKE DAMPER
TV	ELBOW TURNING VANES
M	MOTORIZED DAMPER
P	PRESSURE SENSOR
T	TEMPERATURE SENSOR
H	HUMIDITY SENSOR
F	FLOW STATION
T	THERMOSTAT/TEMP. SENSOR
H	HUMIDISTAT
S	SENSOR
SC	SPEED CONTROLLER
	DUCT MOUNTED SMOKE DETECTOR
	CONNECT TO EXISTING
	LIMITS OF DEMOLITION
	DIRECTION OF AIRFLOW

Outside Air Schedule

Room	Area (Sq. Ft.)	People/ 1000 SF	People	CFM/Person	CFM/ Sq Ft	OA Required (CFM)	Air Distribution Effectiveness	Corrected OA Required (CFM)	Exhaust Required (CFM)	Exhaust Provided (CFM)	Provided OA (CFM)
	Az		Pz	Rp	Ra	Vbz	Ez	Voz			
Office	100	5	1	5	0.06	11	0.8	14	0	0	58
Repair Bay 1 & 2	2500	--	--	--	--	*	0.8	*	1875	1925	2120
Restroom	60	--	--	--	--	*	0.8	*	70	75	29
Storage	75	--	--	--	0.12	9	0.8	11	0	50	19
Repair Bay 3	630	--	--	--	--	*	0.8	*	472.5	500	522
Totals	**3365**		**1**			**20**		**25**	**2418**	**2550**	**2748**

* THE NUMBER OF PEOPLE IS BASED UPON THE NUMBER OF AVAILABLE SEATS AND EMPLOYEES.

SMEP ENGINEERS
M-ENGINEERING
750 BROOKSEDGE BLVD.
WESTERVILLE, OH 43081
614.839.4639
M-Engineering

REVISIONS		
NO.	DATE	DESCRIPTION
	08/05/2025	PERMIT SET

COLORADO LICENSED PROFESSIONAL ENGINEER 56224

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230
Gunnison County
200 E. Virginia
Gunnison, CO 81230

COMM. NO. 25043
PHASE: PERMIT SET
DATE: 08/05/2025

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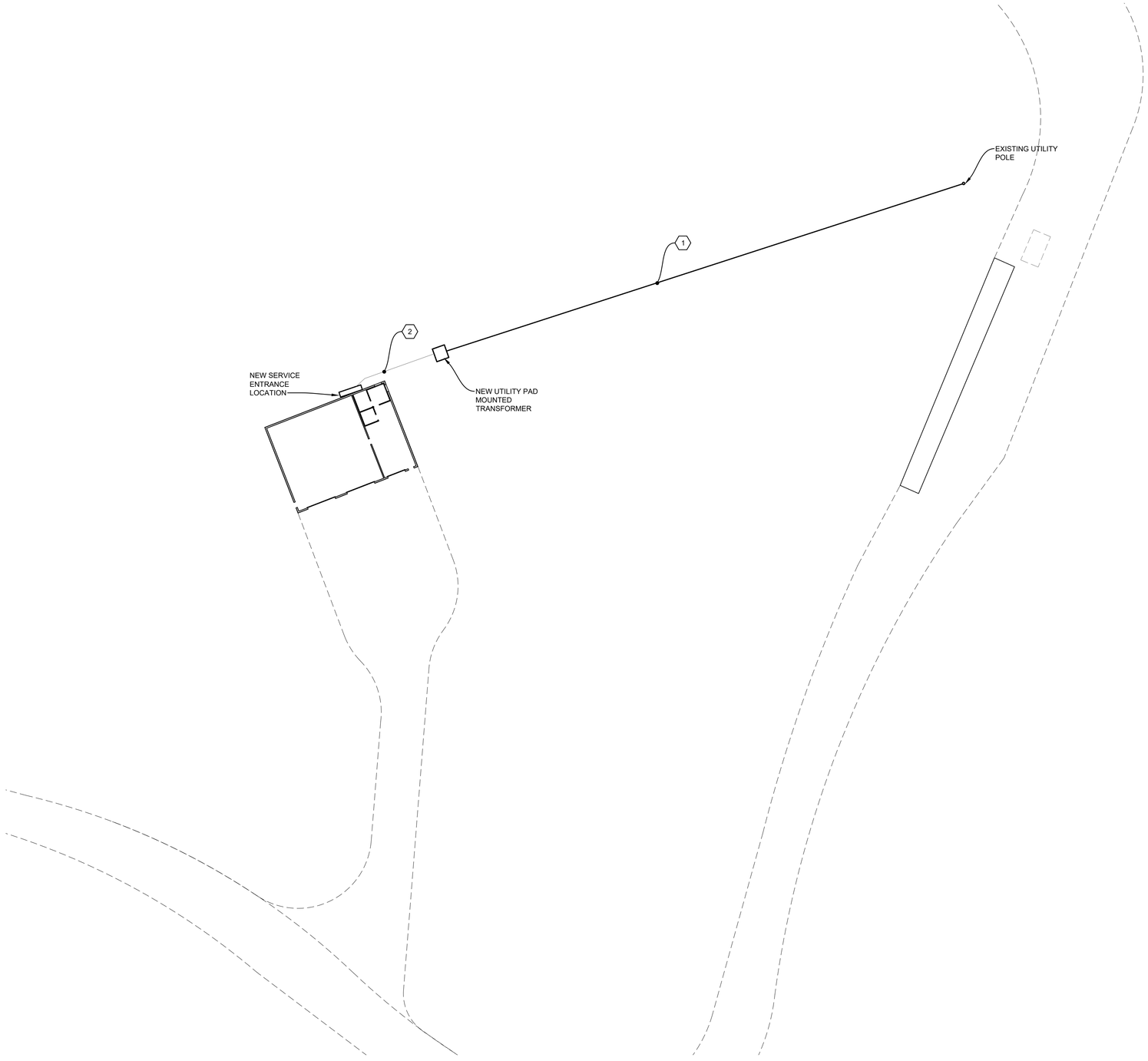
6767 Longshore Street, Suite 540 • Dublin, OH 43017
www.wellogydesign.com

SHEET TITLE: MECHANICAL SYMBOLS AND SCHEDULES

SHEET NO.: M600



ELECTRICAL SITE PLAN
1"=30'-0"

NORTH

GENERAL NOTES:

A REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATION OF DEVICES SHOWN ON THIS SHEET.

B ELECTRICAL CONTRACTOR TO COORDINATE WITH ARCHITECTURAL, PLUMBING, HVAC, AND FIRE PROTECTION PLANS PRIOR TO ROUGH-IN (TO AVOID ANY CONFLICTS OF ROUTING OR PLACEMENT.

C SEE SHEET E600 FOR ELECTRICAL SYMBOL LIST, LIGHTING FIXTURE SCHEDULE, AND ELECTRICAL DETAILS.

D PROVIDE CIRCUIT LABELING ON ALL COVERPLATES AND JUNCTION BOX COVERS, AS OUTLINED IN THE SPECIFICATIONS.

CODED NOTES:

1 PROVIDE (2) 5" SCHEDULE 80 PVC CONDUITS AT 36" BELOW GRADE FROM EXISTING UTILITY POLE TO NEW PAD MOUNTED TRANSFORMER FOR UTILITY PRIMARY CABLING. PROVIDE UTILITY RISER AND CONDUIT PULLSTRING IN CONDUIT PER UTILITY COMPANY REQUIREMENTS.

2 REFER TO ONE-LINE DIAGRAM FORE SECONDARY ELECTRICAL SERVICE CONDUCTOR SIZING.

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STUART HILL
48111
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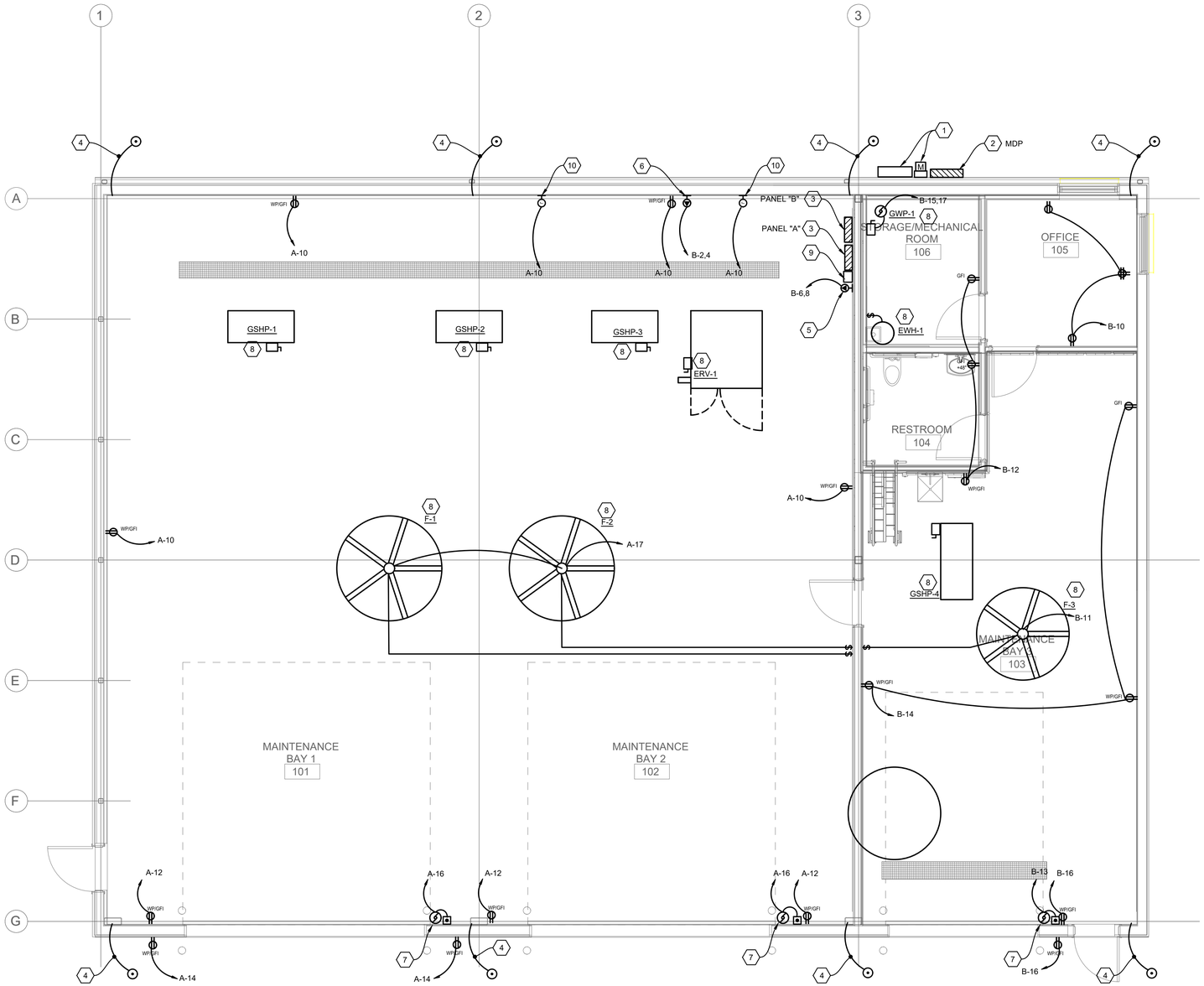
SHEET TITLE: ELECTRICAL SITE PLAN

SHEET NO.: E-S01



ELECTRICAL NEW WORK PLAN

1/4"=1'-0"

NORTH

GENERAL NOTES:

A REFER TO SHEET E601 FOR ELECTRICAL CONNECTION INFORMATION TO MECHANICAL AND PLUMBING EQUIPMENT.

B REFER TO TH E ARCHITECTURAL PLANS FOR EXACT LOCATION OF DEVICES SHOWN ON THIS SHEET.

C ELECTRICAL CONTRACTOR TO COORDINATE WITH ARCHITECTURAL, PLUMBING, HVAC, AND FIRE PROTECTION PLANS PRIOR TO ROUGH-IN (TO AVOID ANY CONFLICTS OF ROUTING OR PLACEMENT.

D SEE SHEET E600 FOR ELECTRICAL SYMBOL LIST, LIGHTING FIXTURE SCHEDULE, AND ELECTRICAL DETAILS.

E PROVIDE CIRCUIT LABELING ON ALL COVERPLATES AND JUNCTION BOX COVERS, AS OUTLINED IN THE SPECIFICATIONS.

CODED NOTES:

1 PROVIDE NEW CT ENCLOSURE AND UTILITY METER SOCKET PER UTILITY REQUIREMENTS.

2 PROVIDE NEW 400A MCB, 1PH, 3W, SURFACE MOUNTED NEMA 3R DISTRIBUTION BOARD. REFER TO ONE LINE DIAGRAM ON SHEET E601 FOR MORE INFORMATION.

3 PROVIDE NEW 225A MLO, 1PH, 3W, SURFACE MOUNTED NEMA 3R PANELBOARD. REFER TO ONE LINE DIAGRAM ON SHEET E601 FOR MORE INFORMATION.

4 PROVIDE 5/8" DIAMETER X 10'-0" LONG GROUND ROD AND #2/0 BARE COPPER GROUNDING CONDUCTOR (8' MIN, 15' MAX) TO GROUND METAL BUILDING FRAMING STEEL. CADWELD ALL CONNECTIONS.

5 PROVIDE NEMA 6-30R RECEPTACLE FOR OWNER PROVIDED AIR COMPRESSOR. PROVIDE 2#10, 1#10G IN 3/4"C.

6 PROVIDE NEMA 6-50R RECEPTACLE FOR OWNER PROVIDED WELDER. PROVIDE 2#6, 1#10G, IN 1" C.

7 PROVIDE 120V CONNECTION TO GARAGE DOOR OPENER. PROVIDE CONDUIT AND CONDUCTORS AS REQUIRED TO CONNECT LOCAL CONTROL SWITCHES TO CONTROLLER PER MANUFACTURERS SPECIFICAITONS.

8 REFER TO ELECTRICAL EQUIPMENT CONNECTION SCHEDULE ON SHEET E600 FOR MORE INFORMATION.

9 PROVIDE NEW ASTRONOMICAL TIME CLOCK FOR LIGHTING CONTROL.

10 PROVIDE 120V CONNECTION TO MOTORIZED LOUVER. COORDINATE INTERLOCK WITH ERV WITH MECHANICAL CONTRACTOR.

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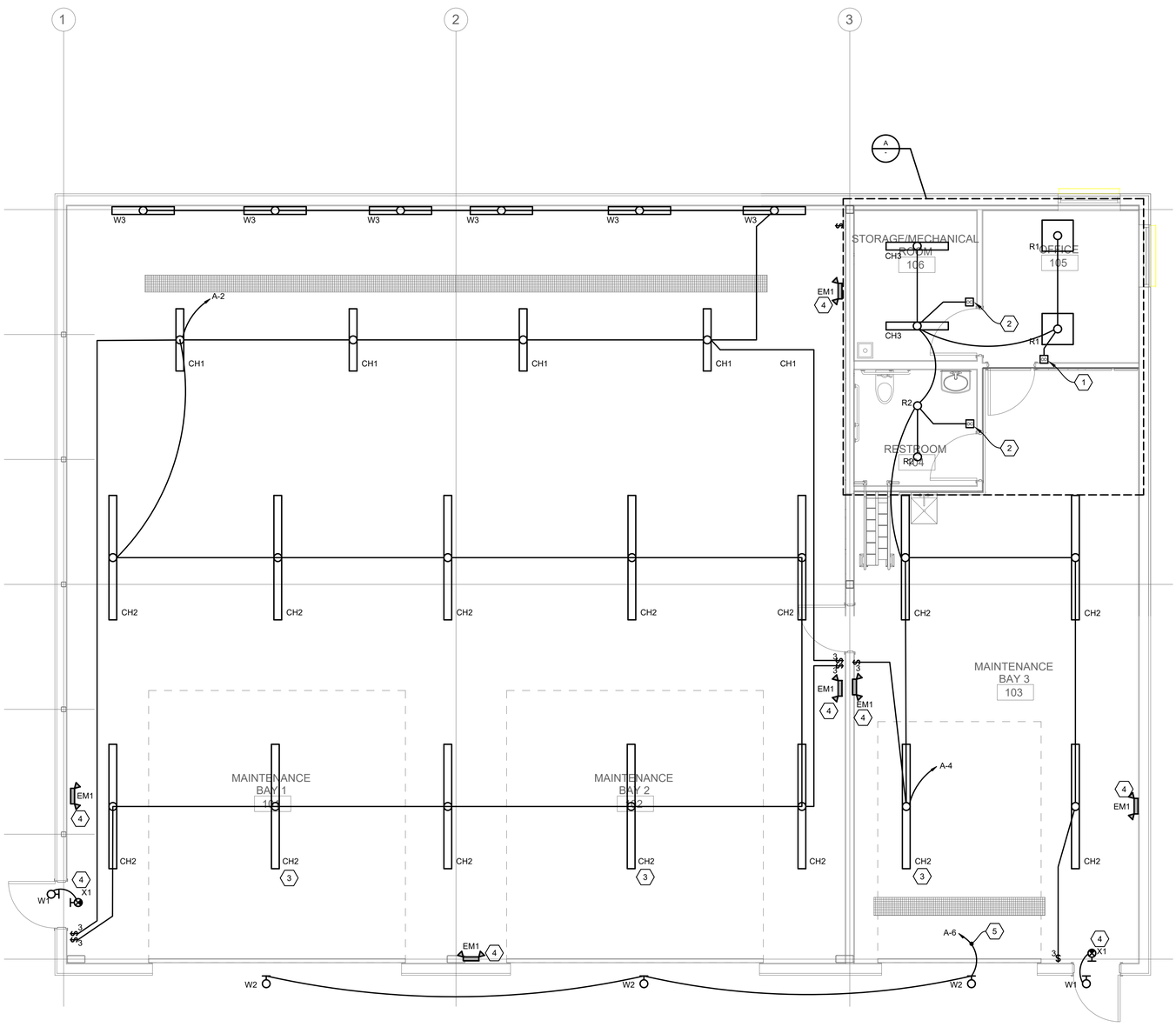
COMM. NO. 25043

PHASE: PERMIT SET

DATE: 08/05/2025

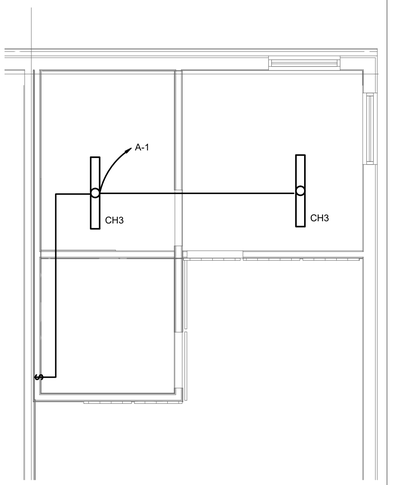
SHEET TITLE: ELECTRICAL NEW WORK PLAN

SHEET NO.: E-101



LIGHTING NEW WORK PLAN

1/4"=1'-0"



LIGHTING NEW WORK MEZZANINE PLAN

A 1/4"=1'-0"

GENERAL NOTES:

A REFER TO THE ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT LOCATION OF ALL CEILING MOUNTED DEVICES SHOWN ON SHEET.

B ELECTRICAL CONTRACTOR TO COORDINATE WITH ARCHITECTURAL, PLUMBING, HVAC AND FIRE PROTECTION PLANS AND EXISTING WORK PRIOR TO ROUGH-IN (TO AVOID ANY CONFLICTS OF ROUTING OR PLACEMENT).

C LABEL ALL SWITCH PLATES WITH PANEL# AND CIRCUIT#, USING TYPED, PRINTED STICK ON TAGS.

D SEE BRANCH CIRCUIT NOTE ON SHEET E600 FOR BRANCH CIRCUIT CONDUCTOR LENGTH LIMITATIONS.

CODED NOTES:

1 WALL MOUNTED LINE VOLTAGE OCCUPANCY SENSOR WITH ON/OFF AND RAISE LOWER CONTROL, SENSOR SWITCH WSX PDT D.

2 WALL MOUNTED LINE VOLTAGE OCCUPANCY SENSOR WITH ON/OFF CONTROL, SENSOR SWITCH WSX PDT.

3 COORDINATE FIXTURE MOUNTING HEIGHT ABOVE DOOR WITH ARCHITECT PRIOR TO INSTALLATION.

4 CONNECT EXIT/EMERGENCY LIGHT TO CIRCUIT A-10. PROVIDE 2#10, 1#10G IN 3/4"C.

5 ROUTE NEW EXTERIOR LIGHTING CIRCUIT THROUGH NEW TIME CLOCK.

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	08/05/2025	PERMIT SET

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PHASE: PERMIT SET

DATE: 08/05/2025

SHEET TITLE: LIGHTING NEW WORK PLAN

SHEET NO.: E201

ELECTRICAL SYMBOLS

(NOT ALL SYMBOLS MAY BE USED)

SYMBOL	DESCRIPTION	MOUNTING HEIGHT TO CENTERLINE U.N.O.
	EXISTING (TO REMAIN UNLESS NOTED OTHERWISE)	——
	EXISTING (TO BE REMOVED)	——
	CONNECT TO EXISTING	——
	LIMITS OF DEMOLITION	——
LIGHT FIXTURES, OUTLETS, AND JUNCTION BOXES		
	CEILING FIXTURE	——
	WALL FIXTURE	SEE DRAWINGS
	CEILING MOUNTED, DOUBLE FACED EXIT SIGN WITH DIRECTIONAL ARROWS	——
	WALL MOUNTED EXIT SIGN	SEE DRAWINGS
	CEILING MOUNTED, COMBINATION EXIT SIGN/EMERGENCY HEAD UNIT	——
	WALL MOUNTED EMERG. LIGHT	SEE DRAWINGS
	TRACK LIGHTING	SEE DRAWINGS
	STRIP LIGHT FIXTURE	CEILING
	2x2 LIGHT FIXTURE	CEILING
	WALL OUTLET	SEE DRAWINGS
	WIRED JUNCTION BOX	SEE DRAWINGS
	BLANK OUTLET BOX	SEE DRAWINGS
	PLUG-IN RACEWAY, LENGTH PER DRAWINGS	SEE DRAWINGS
RECEPTACLES		
	DUPLEX RECEPTACLE, 3 WIRE GROUND TYPE	18"
	DUPLEX RECEPTACLE, FLOOR MOUNTED	——
	DUPLEX RECEPTACLE, CEILING MOUNTED	——
WP	DUPLEX RECEPTACLE, WEATHERPROOF	18"
GFI	GROUND FAULT PROTECTED DUPLEX RECEPTACLE	18"
	DOUBLE DUPLEX (QUAD) RECEPTACLE	18"
	DUPLEX RECEPTACLE, ABOVE COUNTER	48"
A	WALL MOUNTED SPECIAL OUTLET, AS REQUIRED	18"
SWITCHES AND MOTOR CONTROLS		
$, $3,$4	TOGGLE SWITCH - SINGLE, 3-WAY, 4-WAY	48"
$K	TOGGLE SWITCH - KEY OPERATED	48"
$P	TOGGLE SWITCH - WITH PILOT LIGHT	48"
$WP	TOGGLE SWITCH, WEATHERPROOF	48"
D	WALL BOX - DIMMER	48"
T	LINE VOLTAGE THERMOSTAT	48"
	ELECTRIC PANEL - SURFACE MOUNTED	6'-0" TO TOP
	ELECTRIC PANEL - FLUSH MOUNTED	6'-0" TO TOP
	SAFETY SWITCH (NON-FUSED)	AS REQUIRED
	SAFETY SWITCH (FUSED)	AS REQUIRED
	3-PHASE MAGNETIC MOTOR STARTER	AS REQUIRED
	COMBINATION STARTER/SAFETY SWITCH	AS REQUIRED
$M	MANUAL MOTOR STARTING SWITCH	48"
$MP	MANUAL MOTOR STARTING SWITCH WITH PILOT LIGHT	48"
	PUSHBUTTON STATION	48"
	START/STOP PUSHBUTTON STATION	48"
	MOTOR - 1 PHASE	AS REQUIRED
	MOTOR - 3 PHASE	AS REQUIRED
TC	TIME CLOCK	AS REQUIRED
OS	OCCUPANCY SENSOR	AS REQUIRED
PC	PHOTOCELL	AS REQUIRED
COMMUNICATIONS		
	TELEPHONE OUTLET	18"
W	WALL TELEPHONE OUTLET	54"
	COMBINATION TELEPHONE/DATA OUTLET	18"
	DATA OUTLET	18"
	TELEPHONE OUTLET, FLOOR MOUNTED	——
	COMBINATION TELEPHONE/DATA OUTLET, FLOOR MOUNTED	——
	DATA OUTLET FLOOR OUTLET	——
	RECESSED CEILING SPEAKER (PAGING/MUSIC/SECURITY)	——
	WALL MOUNTED SPEAKER	SEE DRAWINGS
VC	VOLUME CONTROL	48"
IC	INTERCOM STATION	48"
TV	TELEVISION OUTLET	18"
SECURITY		
C	CAMERA - PAN, TILT AND ZOOM CAMERA IN DOME	SEE DRAWINGS

BRANCH CIRCUIT GENERAL NOTE

BRANCH CIRCUIT WIRE SIZING CHART TO BE UTILIZED AS GUIDELINE FOR VOLTAGE DROP COMPENSATION. INCREASE EQUIPMENT GROUND AND CONDUIT SIZE PER NATIONAL ELECTRIC CODE.

20A - 120V CIRCUITS:	20A - 277V CIRCUITS:
#12 WIRE - 100' LENGTH MAXIMUM	#12 WIRE - 200' LENGTH MAXIMUM
#10 WIRE - 150' LENGTH MAXIMUM	#10 WIRE - 285' LENGTH MAXIMUM
#8 WIRE - 250' LENGTH MAXIMUM	#8 WIRE - 440' LENGTH MAXIMUM

LIGHTING FIXTURE SCHEDULE

GENERAL SCHEDULE NOTES:
FIXTURE TAG, LETTER PREFIX INDICATES TYPE OF MOUNTING AS FOLLOWS:
CH-CHAN HUNG; CL-CEILING MOUNTED; S-STEM SUSPENDED; W-WALL MOUNTED; R-CEILING RECESSED; WR-WALL RECESSED;
CV-COVE MOUNTED; UC-UNDER CABINET; RF-ROOF MOUNTED; P-POST; GR-GROUND MOUNTED; H-MOUNTED IN HOOD.

FIXTURE TAG	MANUFACTURER(S)	CATALOG NUMBER	LAMPING	REMARKS
CH1	METALUX	4LBLED-LD4-6-ASYMF-UNV-L835-CD1	LED (3500K, 6787 LUM, 46W)	PENDANT HUNG 4 FOOT LONG LED FIXTURE WITH WHITE METAL HOUSING, WIDE DISTRIBUTION, ACRYLIC LENS AND ELECTRONIC DRIVER. MOUNT FIXTURE AT 10' AFF.
CH2	METALUX	8LBLED-LD4-9-ASYMF-UNV-L835-CD1	LED (3500K, 10041 LUM, 66W)	PENDANT HUNG 8 FOOT LONG LED FIXTURE WITH WHITE METAL HOUSING, WIDE DISTRIBUTION, ACRYLIC LENS AND ELECTRONIC DRIVER. MOUNT FIXTURE AT 16' AFF.
CH3	METALUX	4SNX-48SL-LW-UNV-L835-CD1	LED (3500K, 4586 LUM, 32W)	CHAIN HUNG LED FIXTURE WITH WHITE METAL HOUSING. FROST DIFFUSED LENGTH.
R1	LITHONIA	EPANL-2X4-3000LM-80CRI-35K-MIN10	LED (3500K, 3134 LUM, 29W)	2' X 4' LED FLAT PANEL WITH WHITE ALUMINUM HOUSING WITH 0-10V DIMMABLE DRIVER.
R2	GOTHAM	EVO6-35/15-AR-LSS-MD-MVOLT	LED (3500K, 1471 LUM, 14.7W)	6" DIAMETER LED DOWNLIGHT WITH SEMI SPECULAR APERTURE FINISH. INTEGRATED 0-10V DIMMING.
EM1	LITHONIA	ELM-2-LED SD	3W	LED EMERGENCY WALLPACK, WHITE THERMOPLASTIC HOUSING, TWO LED HEADS, NICAD BATTERY BACKUP, SELF DIAGNOSTICS.
W1	LITHONIA	ELA-T-NX-H0606	6W	REMOTE EGRESS FIXTURE WITH 1 LAMP, SEALED, GASKETED AND WET LABEL RATED. POWER FIXTURE FROM NEARBY EXIT FIXTURE. MOUNT AT 6" ABOVE DOOR.
W2	LITHONIA	DSXW2LED-P2-35K-80CRI-T3M-MVOLT	LED (3500K, 5300 LUM, 35W)	35W LED FIXTURE, WITH 35K LEDS, SEGMENTED OPTICAL REFLECTOR, IES TYPE 3 MEDIUM DISTRIBUTION. MOUNT AT +18' ABOVE GRADE. CONFIRM FINISH COLOR WITH ARCHITECT.
W3	METALUX	4BCLED-LD4-36SL-F-UNV-L835-CD1	LED (3500K, 3604 LUM, 32W)	WALL MOUNTED LED FIXTURE, WITH 35K LEDS, AND FROSTED ACRYLIC LENS. MOUNT AT 10' AFF
X1	LITHONIA	LQM-S-W-R-120/277-	3W	WHITE THERMOPLASTIC EXIT, UNIVERSAL FACE, RED LED EMERGENCY EXIT, NiCad BATTERY, CEC T20 COMPLIANT.

NOTES:
A. LIGHTING FIXTURES SHALL BE PROVIDED AS SPECIFIED, UNLESS PRE-APPROVED DURING BIDDING BY THE ARCHITECT. DISTRIBUTOR SHALL BREAK OUT FIXTURE PRICING FROM VARIOUS LIGHTING AGENCIES AS REQUIRED TO MAINTAIN SPECIFIED PACKAGE.
B. VERIFY TRIM REQUIREMENTS AND FINAL FIXTURE PLACEMENT WITH ARCHITECTURAL REFLECTED CEILING PLANS.
C. VERIFY VOLTAGE REQUIREMENTS WITH RESPECT TO FLOOR PLAN CIRCUITING AND PANEL SCHEDULES.

ELECTRICAL EQUIPMENT CONNECTION SCHEDULE

UNIT	VOLTAGE	FLA	MCA	MOCP A/POLE	GROUNDED AND UNGROUNDED CONDUCTORS	CONDUIT	SWITCH DISCONNECT AT UNIT	CIRCUIT	CONNECTION NOTES
GSHP -1	240V, 1 PHASE	32.00 A	32.00 A	50/2	(2) #6 THWN & (1) #8 GND	1-1/4"	60A, 3-POLE, NONFUSED, WP	A-1,3	
GSHP -2	240V, 1 PHASE	32.00 A	32.00 A	50/2	(2) #6 THWN & (1) #8 GND	1-1/4"	60A, 3-POLE, NONFUSED, WP	A-5,7	
GSHP -3	240V, 1 PHASE	32.00 A	32.00 A	50/2	(2) #6 THWN & (1) #8 GND	1-1/4"	60A, 3-POLE, NONFUSED, WP	A-9,11	
GSHP -4	240V, 1 PHASE	38.50 A	38.50 A	60/2	(2) #6 THWN & (1) #8 GND	1-1/4"	60A, 3-POLE, NONFUSED, WP	B-5,7	
ERV -1	240V, 1 PHASE	14.60 A	28.40 A	40/2	(2) #8 THWN & (1) #10 GND	1"	60A, 3-POLE, NONFUSED, WP	A-13,15	
EWH -1	240V, 1 PHASE	12.00 A	15.00 A	20/2	(2) #12 THWN & (1) #12 GND	3/4"	2P MOTOR RATED TOGGLE SWITCH	B-1,3	
GWP -1	240V, 1 PHASE	10.00 A	12.50 A	25/2	(2) #10 THWN & (1) #10 GND	3/4"	1P MOTOR RATED TOGGLE SWITCH	B-15,17	
F -1	120V, 1 PHASE	1.60 A	2.00 A	20/1	(2) #12 THWN & (1) #12 GND	3/4"	1P MOTOR RATED TOGGLE SWITCH	A-17	
F -2	120V, 1 PHASE	1.60 A	2.00 A	20/1	(2) #12 THWN & (1) #12 GND	3/4"	1P MOTOR RATED TOGGLE SWITCH	A-17	
F -3	120V, 1 PHASE	1.60 A	2.00 A	20/1	(2) #12 THWN & (1) #12 GND	3/4"	1P MOTOR RATED TOGGLE SWITCH	B-11	

NOTE:

VERIFY EXACT OVER CURRENT PROTECTION/DISCONNECT REQUIREMENTS (PER N.E.C. #440) WITH EQUIPMENT MANUFACTURER NAMEPLATE DATA UPON RECEIPT AT JOB SITE. CONTACT ENGINEER WITH ANY DISCREPANCIES. ELECTRICAL CONTRACTOR TO MAKE ALL FINAL ELECTRICAL POWER CONNECTIONS.

CONNECTION NOTES:

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COMM. NO. 25043
PHASE: PERMIT SET
DATE: 08/05/2025

SHEET TITLE: ELECTRICAL SCHEDULES

SHEET NO.: E600

Panelboard	PANEL "MDP"	Voltage	240/120	Phase	3	Options/Notes			
Panel Type	NQ	OCPD	400A M.C.B.	Wire	3				
NEMA Type	1	Mounting	SURFACE	Buss	400A	AIC Rating	22,000		

Ckt. No.	Zone	Load Description	Brkr. Size *	Brkr. Opts.	N.E.C. kVA **	Phase	N.E.C. kVA **	Brkr. Opts.	Brkr. Size *	Load Description	Zone	Ckt. No.
1		**PANEL A**	**225/3**		**19.144**	A	0.000					2
3					**17.650**	B	0.000					4
5		**PANEL B**	**225/3**		**14.580**	A	0.000					6
7					**12.920**	B	0.000					8
9					0.000	A	0.000					10
11					0.000	B	0.000					12
13					0.000	A	0.000					14
15					0.000	B	0.000					16
17					0.000	A	0.000					18
19					0.000	B	0.000					20
21					0.000	A	0.000					22
23					0.000	B	0.000					24
25					0.000	A	0.000					26
27					0.000	B	0.000					28
29					0.000	A	0.000			**FUTURE PV**		30

Notes
* All circuit breakers to be 20-Amp, 1-Pole unless otherwise noted.
** All Phases to be balanced to within 10% using Actual Load Totals.

N.E.C. Connected Totals: Ph.A	33.724	kVA
N.E.C. Connected Totals: Ph.B	30.570	kVA
Total	64.294	kVA
Connected Load:	**267.9**	amps
NEC Demand Feeder Load:	**235.7**	amps

E Existing Circuit to remain
IG Isolated Ground Circuit

Breaker Options:

AS	Powerlink AS Breaker
LO	Handle lock-on device
ST	Shunt Trip Type
AUX	Auxiliary Contacts
PA	Handle Padlock Attachment
GFCI	Ground Fault Circuit Interrupter
HACR	Heating, A/C & Refrigeration
SF	Subfeed
AFCI	Arc Fault Circuit Interrupter

Panelboard	PANEL "A"	Voltage	240/120	Phase	1	Options/Notes			
Panel Type	NQ	OCPD	M.L.O.	Wire	3				
NEMA Type	1	Mounting	SURFACE	Buss	225A	AIC Rating	10,000		

Ckt. No.	Zone	Load Description	Brkr. Size *	Brkr. Opts.	N.E.C. kVA **	Phase	N.E.C. kVA **	Brkr. Opts.	Brkr. Size *	Load Description	Zone	Ckt. No.
1		**GSHP-1**	**50/2**		**3.840**	A	**1.036**		**20/1**	**BAY LIGHTING**		2
3					**3.840**	B	**0.482**		**20/1**	**BAY LIGHTING**		4
5		**GSHP-2**	**50/2**		**3.840**	A	**0.200**		**20/1**	**EXTERIOR LIGHTING**		6
7					**3.840**	B	**0.200**		**20/1**	**EXIT LIGHTS**		8
9		**GSHP-3**	**50/2**		**3.840**	A	**0.720**		**20/1**	**RCPT**		10
11					**3.840**	B	**0.540**		**20/1**	**RCPT**		12
13		**ERV**	**40/2**		**3.408**	A	**0.360**		**20/1**	**RCPT**		14
15					**3.408**	B	**1.500**		**20/1**	**GARAGE DOOR**		16
17		**F-1, F-2**	**20/1**		**0.400**	A	**1.500**		**20/1**	**GARAGE DOOR**		18
19		**SPARE**	**20/1**		**0.000**	B	0.000		**20/1**	**SPARE**		20
21		**SPARE**	**20/1**		0.000	A	0.000		**20/1**	**SPARE**		22
23		**SPARE**	**20/1**		0.000	B	0.000		**20/1**	**SPARE**		24
25		**SPACE**			0.000	A	0.000			**SPACE**		26
27		**SPACE**			0.000	B	0.000			**SPACE**		28
29		**SPACE**			0.000	A	0.000			**SPACE**		30
31		**SPACE**			0.000	B	0.000			**SPACE**		32
33		**SPACE**			0.000	A	0.000			**SPACE**		34
35		**SPACE**			0.000	B	0.000			**SPACE**		36
37		**SPACE**			0.000	A	0.000			**SPACE**		38
39		**SPACE**			0.000	B	0.000			**SPACE**		40
41		**SPACE**			0.000	A	0.000			**SPACE**		42

Notes
* All circuit breakers to be 20-Amp, 1-Pole unless otherwise noted.
** All Phases to be balanced to within 10% using Actual Load Totals.

		kVA
N.E.C. Connected Totals: Ph.A	19.144	kVA
N.E.C. Connected Totals: Ph.B	17.650	kVA
Total	36.794	kVA
Connected Load:	**153.3**	amps
NEC Demand Feeder Load:	**126.9**	amps

E Existing Circuit to remain
IG Isolated Ground Circuit

Breaker Options:

AS	Powerlink AS Breaker
LO	Handle lock-on device
ST	Shunt Trip Type
AUX	Auxiliary Contacts
PA	Handle Padlock Attachment
GFCI	Ground Fault Circuit Interrupter
HACR	Heating, A/C & Refrigeration
SF	Subfeed
AFCI	Arc Fault Circuit Interrupter

Panelboard	PANEL "B"	Voltage	240/120	Phase	1	Options/Notes			
Panel Type	NQ	OCPD	M.L.O.	Wire	3				
NEMA Type	1	Mounting	SURFACE	Buss	225A	AIC Rating	10,000		

Ckt. No.	Zone	Load Description	Brkr. Size *	Brkr. Opts.	N.E.C. kVA **	Phase	N.E.C. kVA **	Brkr. Opts.	Brkr. Size *	Load Description	Zone	Ckt. No.
1		**EWH-1**	**20/2**		**1.500**	A	**1.000**		**30/2**	**AC COMPRESSOR**		2
3					**1.500**	B	**1.000**					4
5		**GSHP-4**	**60/2**		**4.620**	A	**3.500**		**50/2**	**WELDER**		6
7					**4.620**	B	**3.500**					8
9		**SPARE**	**20/1**		**0.000**	A	**0.720**		**20/1**	**RCPT 105**		10
11		**F-3**	**20/1**		**0.200**	B	**0.540**		**20/1**	**RCPT 104,106**		12
13		**GARAGE DOOR**	**20/1**		**1.500**	A	**0.540**		**20/1**	**RCPT 103**		14
15		**GWP-1**	**25/2**		**1.200**	B	0.360		**20/1**	**RCPT 103**		16
17					**1.200**	A	0.000		**20/1**	**SPARE**		18
19		**SPARE**	**20/1**		0.000	B	0.000		**20/1**	**SPARE**		20
21		**SPARE**	**20/1**		0.000	A	0.000		**20/1**	**SPARE**		22
23		**SPARE**	**20/1**		0.000	B	0.000		**20/1**	**SPARE**		24
25		**SPACE**			0.000	A	0.000			**SPACE**		26
27		**SPACE**			0.000	B	0.000			**SPACE**		28
29		**SPACE**			0.000	A	0.000			**SPACE**		30
31		**SPACE**			0.000	B	0.000			**SPACE**		32
33		**SPACE**			0.000	A	0.000			**SPACE**		34
35		**SPACE**			0.000	B	0.000			**SPACE**		36
37		**SPACE**			0.000	A	0.000			**SPACE**		38
39		**SPACE**			0.000	B	0.000			**SPACE**		40
41		**SPACE**			0.000	A	0.000			**SPACE**		42

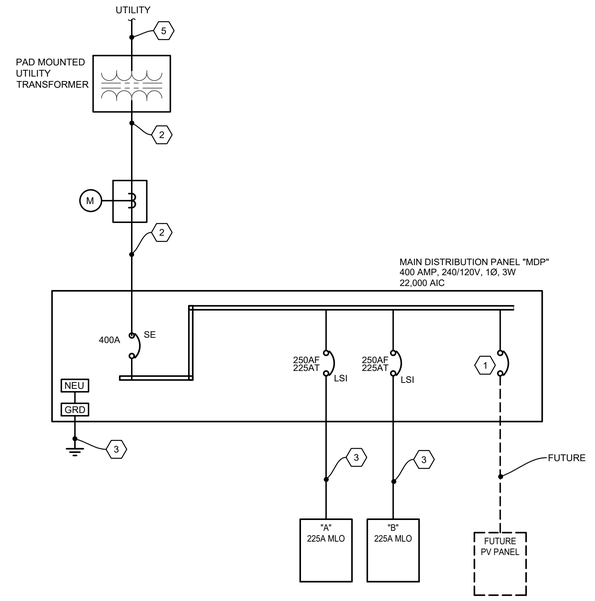
Notes
* All circuit breakers to be 20-Amp, 1-Pole unless otherwise noted.
** All Phases to be balanced to within 10% using Actual Load Totals.

N.E.C. Connected Totals: Ph.A	14.580	kVA
N.E.C. Connected Totals: Ph.B	12.920	kVA
Total	27.500	kVA
Connected Load:	**114.6**	amps
NEC Demand Feeder Load:	**112.2**	amps

E Existing Circuit to remain
IG Isolated Ground Circuit

Breaker Options:

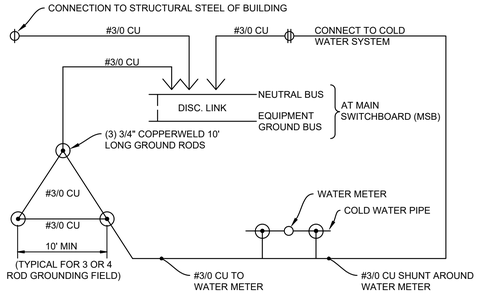
AS	Powerlink AS Breaker
LO	Handle lock-on device
ST	Shunt Trip Type
AUX	Auxiliary Contacts
PA	Handle Padlock Attachment
GFCI	Ground Fault Circuit Interrupter
HACR	Heating, A/C & Refrigeration
SF	Subfeed
AFCI	Arc Fault Circuit Interrupter



CODED NOTES:

1 PROVIDE DEDICATED 2 POLE SPACE FOR FUTURE PV SYSTEM.
2 PROVIDE 2 SETS OF 3#350 IN 3"C.
3 PROVIDE 3#4/0, 1#4G IN 2-1/2"C.
4 PROVIDE NEW SERVICE ENTRANCE GROUND PER GROUND DETAIL ON THIS SHEET.
5 PROVIDE (2) 5" SCHEDULE 80 PVC CONDUITS, PER UTILITY REQUIREMENTS.

ONE LINE DIAGRAM
N.T.S.



GROUNDING DETAIL
N.T.S.

SMEP ENGINEERS
M-ENGINEERING
750 BROOKSEDGE BLVD.
WESTERVILLE, OH 43081
614.839.4639

M-Engineering

REVISIONS		
NO.	DATE	DESCRIPTION
	08/05/2025	PERMIT SET

COLORADO LICENSED
STUART MILL
48111
PROFESSIONAL ENGINEER

GUNNISON LANDFILL MAINTENANCE BUILDING
1000 County Road 42C
Gunnison, CO 81230
Gunnison County
200 E. Virginia
Gunnison, CO 81230

tel 614 785.0505
wellogy designing for life
6767 Longshore Street, Suite 540 • Dublin, OH 43017
www.wellogydesign.com

COMM. NO. 25043
PHASE: PERMIT SET
DATE: 08/05/2025

SHEET TITLE: ELECTRICAL SCHEDULES
SHEET NO.: E601

ELECTRICAL SPECIFICATIONS

GENERAL CONDITIONS:

A. THE REQUIREMENTS AS SET FORTH UNDER GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND GENERAL REQUIREMENTS ARE A PART OF THIS CONTRACT.

B. BIDS SHALL BE BASED ON A COMPLETE/FULL SET OF DRAWINGS.

C. CONTRACTOR MUST READ THE ENTIRE SPECIFICATIONS COVERING OTHER BRANCHES OF WORK AND IS RESPONSIBLE FOR COORDINATION OF THE WORK WITH WORK PERFORMED BY OTHER TRADES.

SCOPE OF WORK:

A. CONTRACTOR SHALL VISIT SITE PRIOR TO BIDDING. BIDS SHALL SERVE AS EVIDENCE OF KNOWLEDGE OF EXISTING CONDITIONS. ALL REQUIREMENTS INCLUDING MODIFICATIONS WHICH ARE REQUIRED TO MEET THE INTENT OF THE DRAWINGS AND SPECIFICATIONS ARE TO BE OBTAINED BY ELECTRICAL CONTRACTOR PRIOR TO AND INCLUDED IN BID PRICE. FIELD VERIFY ALL EXISTING ELECTRICAL AND TELEPHONE EQUIPMENT, LOCATIONS, CONDITIONS ETC. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM ANY RESPONSIBILITY IN THE PERFORMANCE OF THE ELECTRICAL WORK.

B. FURNISH ALL LABOR, MATERIALS, TESTING, EQUIPMENT, INCIDENTALS AND TOOLS TO PERFORM ELECTRICAL WORK SHOWN, NOTED OR SCHEDULED FOR A COMPLETE AND FINISHED INSTALLATION.

1. MATERIALS, PRODUCTS AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND AS SUCH APPEAR ON THE UNDERWRITERS LABORATORIES LIST OF APPROVED ITEMS AND SHALL BE SIZED IN CONFORMITY WITH REQUIREMENTS OF THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE AND OTHER APPLICABLE CODES, WHICHEVER ARE MORE STRINGENT.

C. THE WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC AND ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES.

D. INCLUDE ANY LABOR AND MATERIALS NOT SPECIFICALLY MENTIONED, BUT NECESSARY TO PROVIDE A COMPLETE AND FULLY OPERATIVE ELECTRICAL SYSTEMS.

PERMITS:

A. SECURE AND PAY FOR ALL REQUIRED PERMITS, FEES, ASSESSMENTS AND INSPECTION CERTIFICATES THAT RELATE TO THE ELECTRICAL CONTRACT.

B. FURNISH APPROVED CERTIFICATE OF FINAL INSPECTION, AND TURN OVER TO OWNER AT COMPLETION OF PROJECT.

DRAWINGS AND SPECIFICATIONS:

A. THIS ELECTRICAL PLANS ARE DIAGRAMMATIC, NOT SHOWING EVERY ITEM IN EXACT LOCATION OR DETAIL. MEASUREMENTS AND LOCATIONS MUST BE FIELD VERIFIED AND COORDINATED WITH ARCHITECTURAL, PLUMBING, HVAC, FIRE PROTECTION, FIRE ALARM, STRUCTURAL, AND OTHER BUILDING DRAWINGS.

SHOP DRAWINGS:

A. SUBMIT FIVE COPIES OF MATERIAL LISTS AND SHOP DRAWINGS FOR MAJOR EQUIPMENT TO THE OWNER'S CONSTRUCTION MANAGER FOR APPROVAL PRIOR TO ORDERING EQUIPMENT. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS EARLY ENOUGH IN PROJECT TO ALLOW AMPLE TIME FOR OWNER'S REVIEW WITHOUT CAUSING TIME DELAYS OR CONFLICTS IN THE JOB PROGRESS. SUBMITTALS SHALL BE IN ACCORDANCE WITH GENERAL CONDITIONS AND THE MANUFACTURERS LISTED ON THE DRAWINGS AND SHALL BEAR THE STAMP OF THE CONTRACTOR SHOWING THAT HE HAS REVIEWED AND APPROVED THEM AND THAT THEY ARE IN CONFORMANCE WITH THE CONTRACT DRAWINGS. LACK OF SUCH CONTRACTOR'S APPROVAL WILL BE CAUSE FOR REJECTION WITHOUT REVIEW BY THE OWNER.

B. WHERE TRADE NAMES, BRANDS OF MANUFACTURERS OF EQUIPMENT OR MATERIALS ARE SHOWN ON THE DRAWINGS OR SPECIFICATIONS THE EXACT EQUIPMENT SHALL BE USED ON THE PROJECT. THE USE OF ANY UNAUTHORIZED EQUIPMENT SHALL BE SUBJECT TO REMOVAL/REPLACEMENT AT THE REQUEST OF THE OWNER'S CONSTRUCTION MANAGER (AT THE ELECTRICAL CONTRACTORS EXPENSE).

CONDUITS:

A. CONDUIT SHALL BE STANDARD STEEL RIGID, IMC OR EMT (THIN WALL) ACCORDING TO LOCAL CODE AND OWNERS REQUIREMENTS. CONDUIT SHALL BE CONCEALED IN FINISHED AREAS, EXCEPT AS OTHERWISE APPROVED BY ARCHITECT. EMT CONNECTIONS SHALL BE COMPRESSION OR SET SCREW TYPE.

B. FLEXIBLE CONDUIT OR TYPE MC CABLE SHALL BE USED FOR FINAL CONNECTIONS TO LIGHT FIXTURES. MOTORS AND VIBRATING EQUIPMENT ONLY; AND WHERE SO USED TO BE GROUNDED WITH A SEPARATE FULL SIZED GREEN GROUNDING CONDUCTOR. FINAL TYPE MC/FLEX CONNECTIONS SHALL BE LIMITED TO 6'-0" IN LENGTH. (ARRANGE CIRCUITS SO AS TO AVOID THE USE OF JUNCTION BOXES ABOVE DRYWALL CEILING AREAS, JUNCTION BOXES LOCATED ABOVE LAY-IN CEILINGS ARE ACCEPTABLE.)

1. MINIMUM SIZES OF CONDUITS SHALL BE 3/4" FOR STANDARD CONDUIT, AND 1/2" FOR FLEX CONDUIT (1/2" STANDARD CONDUIT AND 3/8" MC CABLE MAY BE USED AS SPECIFIED ABOVE, IF ACCEPTABLE WITH OWNER AND LOCAL CODES, ELECTRICAL CONTRACTOR SHALL FIELD COORDINATE WITH OWNER & INSPECTION AGENCIES PRIOR TO INSTALLATION). ELECTRIC METALLIC TUBING (EMT) SHALL BE GALVANIZED OR ELECTRO-GALVANIZED. FITTINGS SHALL BE SET SCREW OR COMPRESSION TYPE, FITTING SHALL BE AS MANUFACTURED BY REGEL, STEEL CITY, RACO, T & B, EFCOR OR EQUAL. EMT SHALL BE USED FOR FEEDERS AND BRANCH CIRCUITS RUN ABOVE SUSPENDED CEILINGS OR CONCEALED IN INTERIOR PARTITIONS.

2. PAINTING OF ELECTRICAL CONDUITS, ETC., IF REQUIRED, WILL BE BY GENERAL CONTRACTOR.

C. THE USE OF ROMEX OR BX IS NOT PERMITTED.

D. MAXIMUM CONDUIT HANGER SPACING SHALL BE 8'-0" FOR ¾" THRU 1 1/4" AND 10'-0" FOR 1 1/2" THRU 4" CONDUITS. DO NOT SUPPORT CONDUIT FROM THE CEILING SYSTEM.

E. LEAVE A #10 AWG PULL WIRE OR NYLON PULL STRING IN ALL EMPTY CONDUITS.

F. SECURE ALL RACEWAYS TO THE BUILDING STRUCTURE IN A RIGID AND SECURE MANNER, USING FASTENERS SUCH AS "CADDY CLIPS" OR EQUAL.

G. FLASH AND COUNTERFLASH ALL RACEWAYS WHICH PENETRATE THE ROOF OR USE PITCH POCKETS. INSURE THAT PENETRATIONS ARE COMPLETELY WEATHERPROOF. ALL RACEWAY SYSTEMS EXPOSED TO THE WEATHER SHALL BE WEATHERPROOF. PRIOR APPROVAL BY OWNER IS REQUIRED TO ADD ADDITIONAL EQUIPMENT LOADS TO STRUCTURE OR TO MAKE HOLES IN EXISTING ROOF. NOTIFY OWNER'S ROOFING CONTRACTOR AT LEAST 72 HOURS PRIOR TO ANY REQUIRED ROOF WORK.

WIRE:

A. WIRE SHALL BE SINGLE CONDUCTOR COPPER WITH 600 VOLT INSULATION. MINIMUM WIRE SIZE SHALL BE #12 AWG, ALL WIRE AND CABLE SHALL BE NEW AND SHALL BE BROUGHT TO THE SITE IN UNBROKEN PACKAGES. ALL WIRING OF ANY TYPE SHALL BE IN CONDUIT. NO STRANDED WIRE ALLOWED FOR #10 AND #12 AWG SIZES. (INCREASE CONDUCTOR BY ONE SIZE FOR EVERY 150' INCREMENT OF DISTANCE FROM THE PANEL BOARD FOR 120 VOLT CIRCUITS.)

1. GENERAL WIRING SHALL BE THW OR THHN. (ALUMINUM CONDUCTORS ARE ALLOWED ONLY FOR PANEL FEEDERS.)

B. WIRE CONNECTORS SHALL BE EQUAL TO SCOTCHLOCK FOR #8 AND SMALLER, AND EQUAL TO T & B "LOCK-TITE" FOR #6 AND LARGER.

C. THE USE OF SHARED NEUTRALS IS ACCEPTABLE FOR LIGHTING AND RECEPTACLE CIRCUITS IF INSTALLED IN ACCORDANCE WITH N.E.C. #310, AND LOCAL CODES.

D. ALL WIRING TO BE COLOR CODED AS FOLLOWS:

120/240 VOLT SYSTEM
NEUTRAL - WHITE
PHASE A OR L1-BLACK
PHASE B OR L2-RED
GROUND-GREEN

LIGHTING:

A. LIGHTING FIXTURES AND LAMPS SHALL BE FURNISHED AND INSTALLED AS SCHEDULED ON THE LIGHTING FIXTURE SCHEDULE. FLUORESCENT FIXTURES SHALL HAVE HPF BALLASTS WITH EFFICIENCY FACTORS IN ACCORDANCE WITH LOCALLY ADOPTED ENERGY CODE.

B. LIGHT FIXTURES SHALL BE SUPPORTED FROM THE BUILDING STRUCTURAL VIA ALL THREAD AND UNI-STRUT, AND NOT SUPPORTED BY CEILING SYSTEM.

WIRED GROUND SYSTEM:

A. FURNISH AND INSTALL A COMPLETE WIRED GROUNDING SYSTEM FOR ELECTRICAL EQUIPMENT AND CIRCUITS AS SHOWN ON THE DRAWINGS AND DESCRIBED GENERALLY BELOW.

B. ALL GROUNDING CONDUCTORS SHALL BE GREEN, WHERE EXPOSED IN PANEL, SWITCHBOARD, OUTLET, BOXES, ETC.

C. ALL ENCLOSURES AND NON-CURRENT CARRYING METALS TO BE GROUNDED. CONDUIT SYSTEM TO BE ELECTRICALLY CONTINUOUS. ALL LOCK NUTS MUST CUT THROUGH ENAMELED OR PAINTED SURFACES ON ENCLOSURES. WHERE ENCLOSURES AND NON-CURRENT CARRYING METALS ARE ISOLATED FROM THE CONDUIT SYSTEM, USE BONDING JUMPERS WITH APPROVED CLAMPS.

D. RUN A SEPARATE GROUNDING CONDUCTOR IN EACH CONDUIT, #12 MINIMUM, OR AS SHOWN ON DRAWINGS. FOR PANEL FEEDERS BOND THE GROUNDING CONDUCTOR TO THE CONDUIT, WHERE ENTERING AND LEAVING THE CONDUIT. ALL GROUND CLAMPS SHALL BE PENN-UNION OR EQUAL, SIMILAR TO "GPL" TYPE. CONDUIT GROUND BUSHINGS SHALL BE THOMAS & BETTS OR EQUAL, SIMILAR TO #3800 SERIES WITH NYLON INSULATED THROAT.

E. ALL DEVICES SHALL BE BONDED TO THE CONDUIT SYSTEM. USE A BONDING JUMPER BETWEEN THE OUTLET BOX AND THE DEVICE GROUNDING TERMINAL. METAL-TO-METAL CONTACT BETWEEN THE DEVICE YOKE AND THE OUTLET BOX IS NOT ACCEPTABLE AS A BOND FOR EITHER SURFACE MOUNTED BOXES OR FLUSH TYPE BOXES. ALL JUNCTION BOXES, OUTLET BOXES AND PULL BOXES SHALL BE BONDED TO THE CONDUIT SYSTEM. ALL FLEXIBLE CONDUIT SHALL BE JUMPERED WITH A GROUND CONDUCTOR.

WIRE DEVICES:

A. COLOR OF WIRING DEVICES AND COVERPLATES SHALL BE SELECTED BY ARCHITECT. (SEE PLAN NOTES FOR ADDITIONAL INFORMATION).

1. RECEPTACLES SHALL BE 20 AMP, 3-WIRE GROUNDING TYPE EQUAL TO HUBBELL 5362.

2. SWITCHES SHALL BE 20 AMP SPECIFICATION GRADE, RATED AT 120 VOLT, AS REQUIRED.

3. SPECIAL DEVICES SHALL BE A SPECIFICATION GRADE.

4. EQUAL BY ARROW-HART, GENERAL ELECTRIC, BRYANT, PASS & SEYMOUR, OR SIERRA.

PANELBOARDS AND SAFETY SWITCHES:

A. PROVIDE BRANCH CIRCUIT PANELS WHICH SHALL BE OF THE BOLTED CIRCUIT BREAKER TYPE WITH SOLID COPPER BUSSING FULL SIZED NEUTRAL, 25% GROUND BUSSING, OVERALL HINGED/LOCKABLE DOOR, AND TYPEWRITTEN DIRECTORY INSIDE DOOR. ALL SERVICE ENTRANCE EQUIPMENT SHALL BEAR THE MANUFACTURER'S LABEL WHICH SHALL STATE THAT THE EQUIPMENT IS RATED FOR SERVICE ENTRANCE APPLICATION IN ACCORDANCE WITH N.E.C. #230-70. LOAD BALANCE ALL ELECTRICAL PHASES AT PANELS AND SWITCHBOARDS. TWO AND THREE POLE BREAKERS SHALL BE COMMON TRIP TYPE. WHEN USED AS SWITCHES IN 120V. AND 277V. LIGHTING CIRCUITS, FURNISH TYPE "SWD" BREAKERS IN ACCORDANCE WITH N.E.C. #240-83B. SQUARE D OR EQUAL BY SIEMENS ITE, CUTLER-HAMMER, OR GENERAL ELECTRIC (OR APPROVED EQUAL).

B. PROVIDE SAFETY AND DISCONNECT SWITCHES, FUSED OR NONFUSED, AS CALLED FOR ON DRAWINGS AND AS REQUIRED BY CODE. (FUSES AS MANUFACTURED BY BUSSMAN, CHASE SHAWMUT, ECONOMY FUSE CO., OR LITTLE FUSE CO. ARE ACCEPTABLE). DISCONNECT SWITCHES THAT ARE INSTALLED AT AIR CONDITIONING EQUIPMENT, HEAT PUMPS, ETC SHALL BE FUSED IN ACCORDANCE WITH THE EQUIPMENT'S NAME PLATE REQUIREMENTS PER N.E.C. 440-21 & 110-3B. SWITCHES SHALL BE HEAVY DUTY, QUICK MAKE/QUICK BREAK TYPE, FUSIBLE OR NON-FUSIBLE, WEATHERPROOF AS INDICATED ON THE DRAWINGS, OR AS REQUIRED BY LOCAL CODES. LOAD AND HORSEPOWER RATED AS MANUFACTURED BY SQUARE D, SIEMENS ITE, CUTLER HAMMER, OR GENERAL ELECTRIC (OR APPROVED EQUAL).

C. MANUAL MOTOR STARTERS WITH OVERLOAD PROTECTION MAY BE USED FOR FRACTIONAL HORSEPOWER MOTORS THAT DO NOT REQUIRE AUXILIARY CONTROL. SINGLE PHASE STARTERS SHALL BE SQUARE D OR EQUAL. THREE PHASE STARTERS SHALL BE PROVIDED WITH OVERLOAD DEVICE IN EACH PHASE MATCHED TO MOTOR NAMEPLATE RATING. MAGNETIC MOTOR STARTERS (MINIMUM SIZE #1) SHALL BE USED FOR ALL SINGLE PHASE AND THREE PHASE MOTORS RATED ABOVE 1/2 HP OR THAT REQUIRE AUXILIARY CONTROL. PROVIDE CONTROL DEVICES (CONTACTS, TRANSFORMERS, ETC.) IN STARTERS AS REQUIRED FOR INTERLOCKS, COORDINATE WITH MECHANICAL AND/OR TEMPERATURE CONTROL CONTRACTORS. COMBINATION STARTERS, WHEN USED, SHALL CONTAIN FUSIBLE SWITCHES.

BOXES:

A. OUTLET BOXES AND COVERS SHALL BE GALVANIZED, ONE-PIECE PRESSED STEEL KNOCKOUT.

B. JUNCTION, PULL BOXES AND COVERS SHALL BE GALVANIZED STEEL, CODE GAUGE SIZE.

C. INSTALL BOXES RIGIDLY ON BUILDING STRUCTURE AND SUPPORT INDEPENDENTLY OF THE CONDUIT SYSTEM. ALSO PROVIDE SUITABLE/PROPER BOX EXTENSIONS TO EXTEND BOXES TO FINISHED FACES OF WALLS ETC. ALL OUTLET BOXES TO HAVE SUITABLE BLOCKING BEHIND THEM TO MINIMIZE THE DEFLECTION THAT OCCURS WHEN PLUGGING/UNPLUGGING INTO THESE DEVICES.

D. WHERE A 277 VOLT LIGHT SWITCH IS GANGED WITH A 120 VOLT RECEPTACLE PROVIDE A SUITABLE DIVIDER OR SEPARATE JUNCTION BOXES IN ACCORDANCE WITH NEC AND LOCAL CODES.

SERVICES:

A. ELECTRICAL CONTRACTOR SHALL PROVIDE TEMPORARY SERVICE FROM THE SCHOOLS DESIGNATED LOCATION AND PROVIDE LIGHTING, POWER AND WIRING AS REQUIRED TO FACILITATE APPLICABLE TEMPORARY NEEDS, AND FURNISH EXTENSION CORDS. ANY TEMPORARY WIRING, FUSES, ETC., SHALL BE REMOVED UPON COMPLETION OF THE PROJECT. PROVIDE GROUND FAULT PROTECTION AS REQUIRED BY N.E.C. AND LOCAL CODES.

B. PROVIDE ELECTRICAL SERVICE AS SHOWN ON THE DRAWINGS, FIELD VERIFY EXACT REQUIREMENTS PRIOR TO BIDS. ALL WORK NOT SPECIFICALLY NOTED AS BEING BY THE LANDLORD OR POWER COMPANY SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR. CLOSELY COORDINATE ENTIRE INSTALLATION WITH LANDLORD AND POWER COMPANY AS REQUIRED. (PROVIDE EQUIPMENT THAT IS COMPATIBLE WITH AVAILABLE FAULT CURRENT LEVELS, PROVIDE "CABLE LIMITERS" IF NECESSARY FOR SYSTEM COORDINATION). FIELD VERIFY EXACT TYPE, SIZE, LOCATION, REQUIREMENTS, ETC. OF EXISTING POWER AND TELEPHONE FACILITIES PRIOR TO BIDDING PROJECT.

C. CONDUIT SYSTEM FOR TELEPHONE DISTRIBUTION WITHIN TENANT'S PREMISES SHALL BE PROVIDED AS REQUIRED FOR A COMPLETE TELEPHONE SYSTEM. OUTLET BOXES SHALL BE 4" SQUARE MINIMUM WITH SINGLE DEVICE COVER AND TELEPHONE PLATE. CLOSELY FIELD COORDINATE WITH TENANTS CONSTRUCTION MANAGER TO AVOID CONFLICTS.

INSTALLATION:

A. ALL ELECTRIC WORK SHALL BE INSTALLED SO AS TO BE READILY ACCESSIBLE FOR OPERATING, SERVICING, MAINTAINING AND REPAIRING. HANGERS SHALL INCLUDE ALL MISCELLANEOUS STEEL SUCH AS CHANNELS, RODS, ETC., NECESSARY FOR THE INSTALLATION OF WORK AND SHALL BE FASTENED TO BUILDING STEEL, CONCRETE OR MASONRY, BUT NOT PIPING OR DUCTWORK. ALL CONDUIT SHALL BE CONCEALED WHEREVER POSSIBLE. EXPOSED CONDUITS SHALL BE IN STRAIGHT LINES PARALLEL WITH OR AT RIGHT ANGLES TO COLUMN LINES OR BEAMS AND SEPARATED AT LEAST 3 INCHES FROM WATER LINES WHEREVER THEY RUN ALONGSIDE OR ACROSS SUCH LINES. ALL CONDUCTORS SHALL BE IN CONDUIT, DUCTS OR OTHER CODE APPROVED RACEWAYS.

B. ALL LINE AND LOW VOLTAGE POWER AND CONTROL WIRING (EXCEPT HVAC LOW VOLTAGE WIRING) INCLUDING CONNECTIONS TO MOTORS, DAMPERS, INTERLOCKING, ETC., SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR. (ALL LINE VOLTAGE WIRING, CONDUIT, AND FINAL CONNECTIONS FROM THE POWER SOURCE THRU THE STARTER/DISCONNECT ETC. TO THE MOTOR OR EQUIPMENT IS THE RESPONSIBILITY OR THE ELECTRICAL CONTRACTOR. ALL HVAC RELATED LOW VOLTAGE CONTROL WIRING, CONDUIT AND FINAL CONNECTIONS IS THE RESPONSIBILITY OF THE MECHANICAL/TEMPERATURE CONTROL CONTRACTOR, UNLESS OTHERWISE NOTED ON THE PLANS).

C. THE ELECTRICAL CONTRACTOR SHALL DO ALL CUTTING, CHASING OR CHANNELING AND PATCHING REQUIRED FOR ANY WORK UNDER THE ELECTRICAL DIVISION, ANY CUTTING SHALL HAVE PRIOR APPROVAL OF THE LANDLORD. SLEEVES SHALL EXTEND AT LEAST TWO (2") INCHES ABOVE FINISHED FLOOR AND ALL SLEEVES, OPENINGS, ETC., THROUGH FIRE RATED WALLS AND FLOORS SHALL BE FIRE SEALED WITH CALCIUM SILICATE, SILICONE "RTV" FOAM, "3M" FIRE RATED SEALANTS OR EQUAL BY HILTI AFTER CONDUIT/CABLES INSTALLATION SO AS TO RETAIN THE FIRE RATING.

D. THE ELECTRICAL CONTRACTORS, INSOFAR AS THE WORK IS CONCERNED, SHALL AT ALL TIMES KEEP THE PREMISES IN A NEAT AND ORDERLY CONDITION AND, AT THE COMPLETION OF THE WORK, SHALL PROPERLY CLEAN UP AND CART AWAY ANY DEBRIS AND EXCESS MATERIAL.

E. THE FOLLOWING EQUIPMENT SHALL BE IDENTIFIED WITH ENGRAVED BAKELITE NAMEPLATES AS TO NAME AND/OR FUNCTION; DISTRIBUTION PANELS, LIGHTING PANELS, MOTOR STARTERS AND DISCONNECT SWITCHES. NAMEPLATES TO BE APPROXIMATELY 1" X 2" IN SIZE AND BE FASTENED WITH POP RIVETS OR SCREWS.

F. THE LOCATION OF OUTLETS AND EQUIPMENT SHOWN ON THE DRAWINGS ARE APPROXIMATE AND THE ARCHITECT/TENANT CONSTRUCTION MANAGER SHALL HAVE THE RIGHT TO RELOCATE ANY OUTLETS OR FIXTURES BEFORE THEY ARE INSTALLED WITHOUT ADDITIONAL COST.

G. ELECTRICAL CONTRACTOR SHALL RECORD ALL FIELD CHANGES IN THE WORK AS THE JOB PROGRESSES, AND TURN THIS "AS BUILT" INFORMATION OVER TO THE OWNER AT THE COMPLETION OF THE PROJECT.

H. ELECTRICAL CONTRACTOR SHALL PROTECT ALL FIXTURES/EQUIPMENT AGAINST DAMAGE FROM LEAKS, ABUSE, ETC., AND PAY COST OF REPAIR OR REPLACEMENT OF FIXTURES OR EQUIPMENT MADE NECESSARY BY FAILURE TO PROVIDE SUITABLE SAFEGUARDS OR PROTECTION.

I. ELECTRICAL CONTRACTOR SHALL MAKE ALL FINAL ELECTRICAL CONNECTIONS AS REQUIRED FOR A COMPLETE AND OPERATING SYSTEM. AFTER ALL EQUIPMENT HAS BEEN INSPECTED AND APPROVED, THOROUGHLY CLEAN ALL EQUIPMENT PROVIDED UNDER THIS WORK JUST PRIOR TO COMPLETION OF PROJECT.

J. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR ANY/ALL NECESSARY ELECTRICAL DEMOLITION WORK THAT IS REQUIRED TO FACILITATE THE NEW INSTALLATION. FIELD COORDINATE PRIOR TO BIDS. REMOVE AND/OR MODIFY EQUIPMENT, ETC. AS REQUIRED FOR A COMPLETE INSTALLATION. ANY EQUIPMENT OR DEVICE REMAINING IN USE AFTER PART OF THE EQUIPMENT OR DEVICES HAVE BEEN REMOVED ARE TO BE RECONNECTED TO EXISTING OR NEW CIRCUITS AND LEFT IN WORKING ORDER. FEEDERS TO PANELS AND WIRING TO OTHER EQUIPMENT TO BE ROUTED CONCEALED IN FINISHED AREAS. COORDINATE ANY DISRUPTION OF ELECTRICAL OR TELEPHONE SERVICES WITH LANDLORD AND TENANT CONSTRUCTION MANAGER TO AVOID CONFLICTS.

GUARANTEE:

A. MATERIALS, EQUIPMENT AND INSTALLATION SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM DATE OF ACCEPTANCE. DEFECTS WHICH APPEAR DURING THAT PERIOD SHALL BE CORRECTED AT THE ELECTRICAL CONTRACTOR'S EXPENSE.

B. FOR THE SAME PERIOD, ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO PREMISES CAUSED BY DEFECTS IN WORKMANSHIP OR IN THE WORK OR EQUIPMENT FURNISHED AND/OR INSTALLED BY THE ELECTRICAL CONTRACTOR.

FINALLY:

A. IT IS THE INTENT THAT THE FOREGOING WORK SHALL BE COMPLETE IN EVERY RESPECT AND THAT ANY MATERIAL OR WORK NOT SPECIFICALLY MENTIONED OR SHOWN ON THE DRAWINGS, BUT NECESSARY TO FULLY COMPLETE THE WORK SHALL BE FURNISHED.

M-Engineering

SMEP ENGINEERS
M-ENGINEERING
750 BROOKSEDGE BLVD.
WESTERVILLE, OH 43081
614.839.4639

REVISIONS

NO.	DATE	DESCRIPTION
	08/05/2025	PERMIT SET

COLORADO LICENSED
STUART HILT
48111
PROFESSIONAL ENGINEER

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COMM. NO. 25043

PHASE: PERMIT SET

DATE: 08/05/2025

SHEET TITLE: ELECTRICAL SPECIFICATIONS

SHEET NO.: E900

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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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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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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.

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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

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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

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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.

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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.

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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

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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.

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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.

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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.

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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:

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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:

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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

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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.

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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

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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

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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

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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.

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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;

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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.

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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

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(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;

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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.

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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/ **X** 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

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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

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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

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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.

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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.

ConsensusDocs® 410 – Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Cost of Work Plus Fee with GMP) © 2007, 2011, 2017, 2024. THIS DOCUMENT MAY HAVE BEEN MODIFIED. The ConsensusDocs technology platform creates a redline comparison to the standard language which the purchaser of this contract is authorized to share for review purposes. Consultation with legal and insurance counsel are strongly encouraged. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.
CONTENT SECURE ID: 3BEADFB1-69A7
CONTENT SECURE ID: 56C0A2D1-E4AE

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

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CONTENT SECURE ID: 3BEADFB1-69A7
CONTENT SECURE ID: 56C0A2D1-E4AE

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: Laura Puckett Daniel TITLE: BOCC-Chairperson

WITNESS: _____ NAME: Holly Perry TITLE: Deputy County Clerk

DESIGN BUILDER: Adena Corporation

BY: _____ NAME: Josh Darling TITLE: Sr. Vice President

WITNESS. _____ NAME. Mark Popovac TITLE: Regional Manager

END OF DOCUMENT.

ConsensusDocs® 410 – Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Cost of Work Plus Fee with GMP) © 2007, 2011, 2017, 2024. THIS DOCUMENT MAY HAVE BEEN MODIFIED. The ConsensusDocs technology platform creates a redline comparison to the standard language which the purchaser of this contract is authorized to share for review purposes. Consultation with legal and insurance counsel are strongly encouraged. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.
CONTENT SECURE ID: 3BEADFB1-69A7
CONTENT SECURE ID: 56C0A2D1-E4AE

ADENA CORPORATION
234 N Main Street Suite3-C • Gunnison, CO 81230 • 970-707-4055

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.

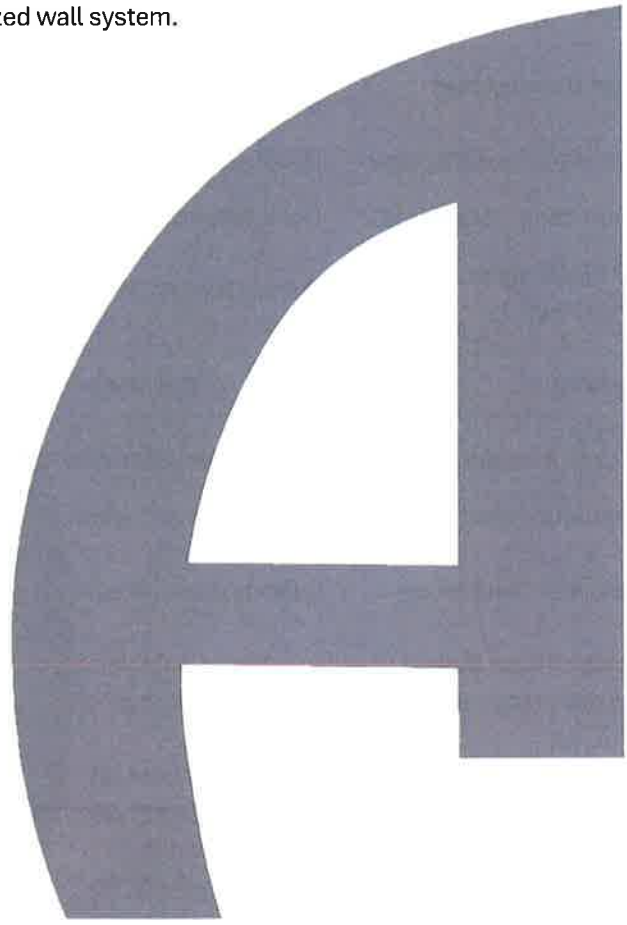
Adena Personnel & Travel:	$57,544.00
Civil Engineering (SCJ):	$38,427.00
Geotechnical Study (CMT):	$4,000.00
Architectural Design (Wellogy):	$38,000.00
Total:	$137,971.00

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.



ADENA CORPORATION
234 N Main Street Suite3-C • Gunnison, CO 81230 • 970-707-4055

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)

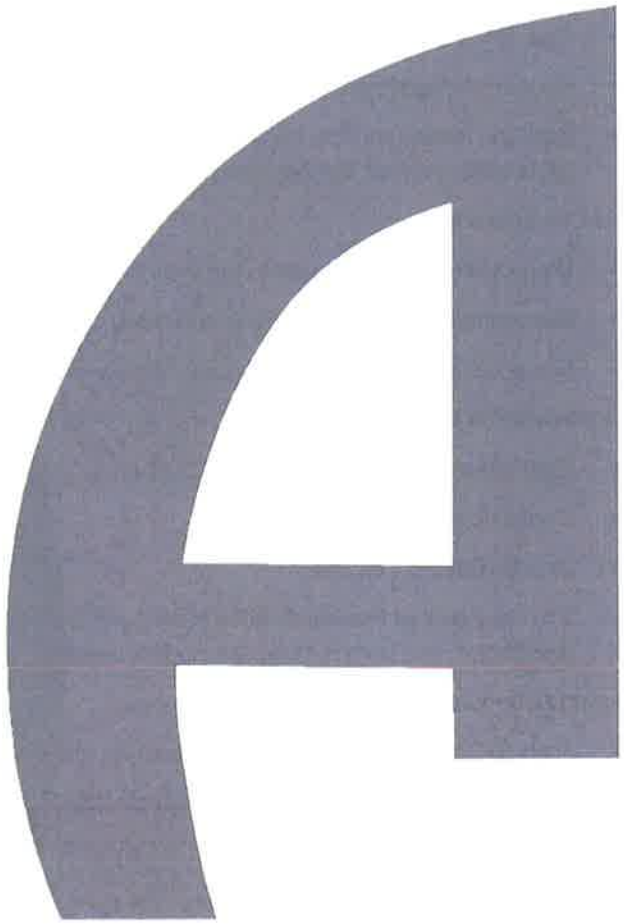
6. Design Objectives

- 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: Letter of Support; National Forest Foundation; For

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Letter of Support; National Forest Foundation; Forest Restoration & Wildfire Risk Mitigation Grant Application

Fiscal Impact:

Submitted by: Holly Perry for Matthew Birnie **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/29/2025

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 10/7/2025

Revised April 2015

GUNNISON COUNTY
COUNTY COMMISSIONERS

Gunnison County Board of County Commissioners
Phone: (970) 641-0248
Email: bocc@gunnisoncounty.org
Website: www.GunnisonCounty.org

October 7, 2025

Colorado State Forest Service
PO Box 1390
Gunnison, CO 81230

Dear Colorado State Forest Service,

The Gunnison County Board of County Commissioners supports the National Forest Foundation (NFF) and its request for Forest Restoration & Wildfire Risk Mitigation (FRWRM) grant dollars. The NFF has demonstrated its ability to coordinate cross-boundary projects and support private landowners in the protection of their property while reducing the threat of wildfire to the surrounding public lands.

The NFF will match FRWRM grant dollars with federal and other foundation funding to support implementation of the cross-boundary forest health and fuel mitigation projects in the Tin Cup and Illinois Creek areas of Taylor Park in Gunnison County. Leveraging multiple funding sources is beneficial to ensure we are treating the landscape at a scale to make a difference. Taylor Park has been identified as a high priority for forest restoration by Gunnison County through our Community Wildfire Protection Plan and by the U.S. Forest Service in their Taylor Park Vegetation Management Environmental Assessment; thus, aligning with local-level wildfire risk reduction planning and priorities. The NFF already works with Gunnison County, the Colorado State Forest Service, the U.S. Forest Service, and private landowners to treat units specifically in and around the communities of Tin Cup and Illinois Creek. If awarded FRWRM funding, it will increase treatment size and expand impact.

This fuel reduction project will strategically reduce wildfire risk to residents living in the Wildland Urban Interface, increase protection of valued water resources, and promote forest health across jurisdictions. The project will also result in the utilization of timber and provide wood products for the local economy. Primary utilization for material generated by fuels reduction projects in the Taylor Park project areas will be saw log, firewood, and post and pole. These outcomes align with Gunnison County's goals of reducing the threat of wildfire and generating economic opportunities.

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: Memorandum of Understanding; Energy Outreach Color

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Energy Outreach Colorado

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

Summary:

MOU Energy Outreach Colorado.

Fiscal Impact: 12900

Submitted by: elizabeth holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 10/1/2025

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

Comments:
Legally sufficient. SO 10/2/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/2/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

MEMORANDUM OF UNDERSTANDING

BETWEEN

ENERGY OUTREACH COLORADO

AND

_____

[AGENCY]

This Memorandum of Understanding (MOU) is entered into on the first day of October in 2025 (herein referred to as the "Effective Date") by and between:

Energy Outreach Colorado (herein referred to as "EOC") and

_____ (herein referred to as "the Agency")

to implement Energy Outreach Colorado's Bill Payment Assistance program.

Purpose

To streamline the delivery of Bill Payment Assistance funding to the Agency and enhance participant access to wraparound energy affordability services. The program will be implemented by undertaking the following responsibilities. These responsibilities have been outlined for the Agency and EOC to carry out this proposal based on mutually agreed upon expectations.

EOC's Responsibilities

- Allocate Unrestricted funding to the Agency (if applicable), based upon projected need in the community, agency capacity, and funding availability.
- Provide up to 7.5% of the assistance total to help defray administrative costs of implementing the program.
- Conduct orientation and training for Agency staff on program delivery and best practices.
- Provide EOC collateral as needed, specifically EOC's primary program information brochure, "Do You Need Help?"
- Provide additional follow-up, support, and technical assistance as needed for the Agency's staff and/or volunteers.
- Pay participant applications submitted by Agency staff via the Bill Payment Assistance data platform in a timely manner and resolve any issues with vendors that may arise regarding payments.
- Respond to Agency questions and concerns efficiently and effectively.

- Conduct periodic programmatic audits of and visits to the Agency for the purpose of quality assurance, fiscal responsibility, feedback, and improvement.

The Agency's Responsibilities

- Use funds to supplement and extend existing resources and to only provide Bill Payment Assistance with EOC funds.
- Participate in programmatic audits and visits as requested by EOC.
- Ensure all staff engaged in the administration of the program read, understand, and carry out the program in accordance with Bill Payment Assistance Grant Administration Requirements.
- Input approved participant applications in the Bill Payment Assistance data platform.
    - This includes collecting and reporting all available contact information (phone number and email) for participants.
- Agencies using website, radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method to market or publicize activities funded by EOC shall acknowledge EOC as a source of funding and include the following statement in all relevant communication material: "Funding for this program is provided by Energy Outreach Colorado."
    - The EOC logo should be prominent in all marketing material and website listings.
    - If, for whatever reason, it does not make sense to adhere to these standards for your communications and marketing, please contact EOC for approval.
- Respond to EOC questions and concerns efficiently and effectively.
- Allow the EOC Board of Directors, Chief Executive Officer (CEO) and any other duly authorized representative, including but not limited to an outside auditor, to have access to all pertinent grantee books, documents, papers, and records at any time during regular business hours. This representative may conduct audits and examinations and receive excerpts and transcripts upon request.
- Permit EOC and/or any duly authorized representatives to conduct an agency site visit at any time during regular business hours, Monday through Friday 8:00am – 5:00pm.
- Submit the text of any proposed publicity concerning this partnership to EOC for review and approval prior to its release.
- Respond to organizational requests for information including surveys, reporting, and data.
- Administer energy assistance based on EOC application requirements for income eligibility, agreeing to not modify the EOC application or add additional eligibility requirements except as allowed by EOC staff.

Eligibility

As an EOC Energy Assistance partner, the Agency certifies the following statements to be true. The Agency:

- Is a nonprofit (501c3) or governmental agency that will provide immediate written notification of any change in the organization's tax-exempt status.
- Is fiscally sound, i.e. able to operate in the absence of EOC funding.
- Has the capacity to provide emergency Bill Payment Assistance services.
- Has an accounting system or fiscal agent who will verify financial documentation required by EOC.
- Has a non-discrimination policy that prohibits unlawful discrimination against program participants or employees on the basis of age, race, sex, religion, national origin, disability,

ancestry, creed, sexual orientation, gender identity, military status, genetic information, or any other status protected by applicable state or local law.
- Has a conflict of interest policy.
- Will not engage in religious proselytizing in the Bill Payment Assistance program funded by EOC.

Data Security and Privacy

"Personal Data" shall mean any information relating to an identified or identifiable individual (such as name, postal address, email address, telephone number, date of birth, Social Security number or its equivalent, driver's license number, account number, credit or debit card number, personal identification number, persistent online identifier that may be used to identify or contact an individual, health or medical information, or any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic or social identity), whether such data is in individual or aggregate form and regardless of the media in which it is contained, which the Agency or any Third Party acting on behalf of Agency Processes in connection with the Agreement. Nothing in this Agreement shall impose restrictions on Agency's ability to disclose aggregated data to government or regulatory entities, to the extent required by this Agreement or applicable legal requirements.

The Agency agrees to implement and maintain appropriate safeguards for the protection of participant (Personal Data) and organizational data ("Data") provided by Energy Outreach Colorado (EOC) under this partnership. Specifically:

- Data Security Measures - The Agency shall use all reasonable legal, organizational, physical, administrative, and technical measures and security procedures to safeguard the Data and protect it against unauthorized access, disclosure, duplication, use, modification, or loss.

- Third-Party Disclosure - The Agency shall not share, transfer, or otherwise disclose any Data to any third party without the prior written consent of EOC.

- Security Breach Notification - In the event of an actual or reasonably suspected security breach affecting the Data, the Agency shall notify EOC within forty-eight (48) hours of detection by emailing EOC's security team at IT@energyoutreach.org.

- Access Restrictions - The Agency shall limit access to Data and Confidential Information to only those personnel who have a legitimate need to know the information to perform services under this MOU. All personnel must be made aware of and agree to comply with these confidentiality obligations.

The Agency shall ensure that all systems used to store, process, or transmit Data are maintained with current security protections. All hardware and software systems must have the latest available security patches and updates applied in a timely manner. The Agency shall also implement and maintain appropriate and up-to-date security solutions, including antivirus and malware protection, on all systems that access or handle Data. In addition, the Agency shall routinely monitor its systems for vulnerabilities and address any identified risks in accordance with industry best practices.

Financial Documentation

The Agency agrees to submit the following documentation no later than June 30 on an annual basis. If the following is not provided, the agreement will automatically be nullified.

- **Most recently ended fiscal year audited financial statements.** If the Agency's most recently completed fiscal year audit has not been completed, send the previous year's audit as well as the organization's most recent IRS Form 990. If the Agency does not conduct an audit, submit the Statement of Financial Position, (a.k.a. Balance Sheet) and Statement of Activities, (a.k.a. Income Statement or Profit & Loss) along with IRS Form 990 (if applicable). *Note: Government agencies are exempt from submitting audited financials.*
- **Certification of Financial Soundness Form.** Signed by Executive Director, Chief Financial Officer or Chair, Vice Chair, Secretary, or Treasurer of the Board.
- **Explanation of Financial Position (if applicable).** See Certification of Financial Soundness form for more details.

Funding Distribution

The Bill Payment Assistance program year runs from October 1 through September 30 with administration funds distributed on a quarterly basis in October, January, April, and July. Assistance funds will be distributed in the energy assistance data platform according to the same schedule, based on percentages assigned to the Agency. Agencies may not pre-spend future quarters' allocations. Any funds remaining at the end of the quarter may be carried over to the next quarter, except for the fourth quarter. It is expected that all allocated funds are spent to be best ability of the Agency, however any funds remaining at the end of the fourth quarter will revert to EOC. If at any point, the agency believes any portion of allocated funding cannot be spent, you must inform EOC as soon as possible. All assistance funds to utilities and fuel vendors will be disbursed by EOC on behalf of program participants.

Funding Restrictions

Energy Outreach Colorado funds may not be used for:

- Federal, state, or local electioneering and support of such entities as campaign organizations and political action committees.
- Direct lobbying of the US Congress or state legislatures to influence legislation.
- Grassroots lobbying concerning either federal or state legislation.
- Lobbying of the Executive Branch in connection with decisions to sign or veto enrolled legislation.
- Efforts to utilize state and local officials to lobby Congress or state legislatures.

Indemnity

Each party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents, and volunteers. The parties intend that nothing herein shall be deemed or construed as a waiver by either party of any rights, immunities, limitations, or protections afforded to them to the extent their actions are performed in the course of their duties pursuant to this Contract, under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as now or hereafter amended or otherwise available at law or equity. EOC shall not be responsible in the event of any dispute between program participants or prospective participants and the Agency.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from EOC and the Agency. This MOU shall become effective upon signature by the authorized officials from the list of people below and will remain in effect until modified or terminated by any one of these people by mutual consent. In the absence of mutual agreement by the authorized officials from EOC & the Agency, this MOU shall end on 9/30/2030 with the future potential of extension. This agreement is contingent upon timely submission and successful review of all financial documentation requested by EOC staff.

Entered into by the following representatives of Energy Outreach Colorado and the Agency.

_____ Jennifer Gremmert Chief Executive Officer Energy Outreach Colorado Date:	_____ Name: Title: Agency: Date:

Contact Information

For additional questions or material requests, please contact the individuals listed below.

Energy Outreach Colorado	
Niki Amon Energy Assistance Program Manager 303 E 17 Ave, Suite 405 Denver, CO 80203 (303) 226-5066 namon@energyoutreach.org	energyassistance@energyoutreach.org

Agency	
Primary Contact	**Secondary Contact**
Name: Title: Address: Phone: Email:	Name: Title: Address: Phone: Email:

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Connected Care for Rural Colora

Action Requested: Other Approval

Parties to the Agreement:

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

Summary:

We would like to apply for this grant to support strengthening our Electronic Health Record and Referral points with providers in our commuinity

Fiscal Impact:

Submitted by: Shonna Gray **Submitter's Email Address:** sgray@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 10/1/2025

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

Comments:
Legally sufficient. SO 10/2/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/2/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

Connected Care for Rural Colorado: OeHI Innovation Grant

This grant is funded through the Colorado Office of eHealth Innovation (OeHI). We are hoping to apply for funding to strengthen our Electronic Health Record, data extraction, and referral points with community providers. We hope to do this as a team by updating IT equipment as needed to support mobile clinics. We are looking to support strengthening Telehealth in our community, allowing access to resources more easily.

Draft Budget attached. This is a short grant, January through June, with a high amount available.

PROJECT BROADBAND GRANT - BUDGET FORM

Grantee Name	Gunnison County Health and Human Services	**Program Contact Name, Title, Phone and Email**	Shonna Gray, Clinical Services Manager, sgray@gunnisoncounty.org; 970-641-7910
Budget Period	January 2026- June 2026	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise, Accountant, 970-641-7679; Jwise@gunnisoncounty.org
Project Name	OeHI Rural Health Support		

Expenditure Categories

Personal Services Salaried Employees

List all salaried personnel to perform work for the project. Include proposed salaries and time and effort percentage (full time equivalent or FTE). In the justification, include the role and expected contribution of budgeted personnel.

Position Title	Description of Work	Gross or Annual Salary	Percent of Time on Project	Total Amount Requested
Clinical Services Manager	Grant Management, project management	135,200	25%	16900
Community Health Manager	Grant Management, Project Management, regional support	135,200	12%	8450
				21, 700

Personal Services Hourly Employees

List all hourly personnel to perform work for the project. Include proposed salaries and time and effort percentage (full time equivalent or FTE). In the justification, include the role and expected contribution of budgeted personnel.

Position Title	Description of Work	Hourly Wage	Total # of Hours on Project	Total Amount Requested
West Central Public Health Partnership Coordinator	Regional Support	45	130	5850
Epidemiology support	Support for strengthening referral points	49.55	130	6441.5
				$ -
				$ -
				$ -
			Total Personal Services	**12291.5**

Supplies & Operating Expenses

Include list of all allowable operating expenses. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted.

Item	Description of Item	Rate	Quantity	Total Amount Requested
				$ -
				$ -
				$ -
				$ -
				$ -
			Total Supplies & Operating	$ -

Travel

Include all travel and indicate whether in-state or out-of-state. Include costs for attendance of any mandatory meetings. Include appropriate per diem, mileage or airfare rates or include link to current approved rates.

Item	Description of Item	Rate	Quantity	Total Amount Requested
				$ -
				$ -
				$ -
			Total Travel	0

Equipment

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000.

Item	Description of Item	Rate	Quantity	Total Amount Requested
Printers and scanners	Equipment to support mobile clinics	960	5	4800

Other Costs

Include all other allowable costs. The justification should describe the rationale, necessity and reasonableness of other costs budgeted.

Item	Description of Item	Rate	Quantity	Total Amount Requested
CIS External Network Penetration	Support for increasing our cyber security for PIO protection during mobile clinics.	11860	1 yr	11860
			Total Equipment & Other Costs	11860

Contractual

Include all subcontracts planned to complete the proposed work. This includes, but not limited to, consulting and personal services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.

Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested
Hannah Roberts	Nurse Informaticist support for EHR and referral connection with community partners	50	260	13000
CRN	Community Resource Network	12348	1	12348
				$ -
			Total Contractual	25348
			SUB-TOTAL OF DIRECT COSTS	$ -

Indirect

Item	Description of Item	Rate of Indirect	Total Amount Requested
Indirect		5%	4000
			$ -
			$ -
		Total Indirect	4000
		TOTAL	80000

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Debra Dunbar; Tre

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: 10/1/2025 **Term Ends:** **Grant Contract #:**

Summary:

Please see the attached.

Fiscal Impact: $9,000

Submitted by: Katherine Haase for Teresa Brown **Submitter's Email Address:** tbrown@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 10/1/2025

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

Comments:
Legally sufficient. SO 9/30/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/30/2025 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the __ day of October, 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 Debra Dunbar, whose address is 915 Pendergraft Way, Blanchard, Oklahoma 73010 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding daily operation of Gunnison County Treasurer's office ("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 February 1, 2026, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

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 and No/100 U. S. Dollars ($9,000) at $45.00 per hour. 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 exclude 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: Debra Dunbar
915 Pendergraft Way
Blanchard, Oklahoma 73010

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 my 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: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; Prof

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

repair roof and apply silicone overlay with 20 yr warranty

Fiscal Impact: $62,575

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 9/24/2025

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

Comments:
Legally sufficient. SO 9/24/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/24/2025 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/29/2025

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

Agenda Date: 10/7/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the __ day of September 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 Good Knight Roofing, LLC., whose address is 3553 Clydesdale Parkway, suite 340 Loveland, CO 80538 (herein "Contractor")

RECITALS

The Contractor desires to provide professional services regarding 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 Sound Infrastructure 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 Sixty Two Thousand Five Hundred Seventy Five Dollars and No/100 U. S. Dollars ($62,575.00). 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 exclude 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: Good Knight Roofing, LLC.
3553 Clydesdale Parkway suite 340
Loveland, CO 80538

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 my 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

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

08/26/2025

Good Knight Roofing, LLC.
Remit all payments to:
3553 Clydesdale Pkwy,
suite 340
Loveland, CO 80538
Phone: (970) 449-5000

Company Representative
Jared Hemmert
Phone: (970) 744-6777
jh@gkrmail.com

Jim Hoock
Gunnison County -- Public Safety Center
510 West Bidwell Avenue
Gunnison, CO 81230
(970) 641-8531

Commercial Roof Estimate Section

- Pull and clear local building permit (as required).
- Protect landscaping, building walls, and conduct safety and job workplan with crew.
- Check for water saturated areas, if needed remove all saturated sections and infill with equal product.
- Clean/prep existing roofing surface by pressure washing or using a mild chemical cleaner per manufacturers recommendations. Allow to dry, sometimes overnight
- Use ASC EPDM Rinse over entire roof
- As needed, install ASC #911 silicone wet patch around all penetrations, cracks, and/or areas of concern for additional strength.
- Apply white color ASC Silicone coating over entire roof (approximately 87 squares) at a rate of 3 gallons/100 sqft.
- Clean up and haul away all roofing debris.

American Standard backs all roofs with a 100% labor/material warranty for 20 years.

Exclusions
Permit fee
Any/All decking. Replacement cost for any required OSB is $142/sheet
Any/All Insulation board, 4' x 8' x1.5" sheets, will cost $63/sheet

TOTAL $59,595.00

This estimate is good for 30 days - Does Not Include Permit Fees

Company Authorized Signature _____ Date _____

Customer Signature _____ Date _____

Customer Signature _____ Date _____

Reference Gunnison County Public Safety Center Roofing Quote from Good Knight Roofing, LLC.:

Gunnison County is requiring that this project will be covered by a bond, and that 5% of the quoted amount has been added to the project to cover the cost of the bond transaction.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; Stat

Action Requested: County Manager Signature

Parties to the Agreement: CDPHE

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

Summary:

CDPHE revised the scope of work to correct their error and are requesting a new signed agreement

Fiscal Impact: 7,863

Submitted by: Joni Reynolds **Submitter's Email Address:** jreynolds@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 9/29/2025

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

Comments:
Legally sufficient. SO 9/29/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/29/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/29/2025

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

Agenda Date: 10/7/2025

Revised April 2015

STATEMENT OF WORK

I. **Entity Name:** Gunnison County Dept of Health and Human Services

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II. Project Description:

This project strengthens Colorado's Maternal and Child Health (MCH) Program, which develops, implements, and evaluates evidence-based local action plans to improve outcomes for women, children, youth, and families. The MCH program includes upstream, population health strategies that improve the lives of the maternal child health population. Every five years, Colorado's MCH Program conducts a state-level needs assessment of the health and well-being of women, children, youth and families to guide state and local public health work and to meet Title V MCH Block Grant requirements. The goal of the assessment is to gather information to understand what issues are facing this population and then to identify seven to ten specific priorities that can be positively impacted by public health work during the next five years. State and local MCH staff use the selected MCH priorities to focus efforts, align resources, and to positively impact the lives of Colorado women or reproductive age (15-44), children and youth including those with special health care needs, and their families.

III. Definitions:

1. **CDPHE** – Colorado Department of Public Health and Environment
2. **CDS:** Children and Youth with Special Health Care Needs Data System
3. **CHAPS** –The Colorado Health Assessment and Planning System
4. **CYSHCN** – Children and Youth with Special Health Care Needs
5. **HCP** – Program for Children and Youth with Special Health Care Needs
6. **MCH** –Maternal and Child Health

IV. Work Plan

Goal #1: Promote healthy outcomes for Colorado women, children and youth.

Objective #2: No later than the expiration date of this contract, improve the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies.

Primary Activity #1: The Contractor shall implement evidence-based strategies to improve MCH, including CYSHCN.

Sub-Activity #1:

1. The Contractor shall complete the electronic provided MCH Planning Form, including identification of one (1) or more selected priority(ies) to be implemented, which may include CHAPS.

2. The Contractor shall implement an approved local plan submitted within the agency's MCH Planning Form.
3. The Contractor shall complete the electronic provided MCH Annual Reporting Form.

Primary Activity #2: The Contractor shall either:

a. Participate in the Mid-Year check-in call or;

b. Complete an electronic Mid-Year check-in form.

Standards and Requirements

1. CDPHE will provide progress report templates to the Contractor.
2. The Contractor's work shall be guided by the 2023-2027 MCH Guidelines for LPHA's receiving under $50,000. This information is located on the MCH website, www.mchcolorado.org, and is incorporated and made part of this contract by reference.
3. CDPHE will provide the electronic program templates for the implementation of work represented in this contract:
    a. MCH Annual Reporting Form, to be provided via email no later than thirty (30) days before the form is due.
    b. Mid-Year Check-in Form, to be provided via email no later than fourteen (14) days before the form is due.
    c. MCH Planning Form, to be provided via email no later than sixty (60) days before the form is due.
4. The Contractor shall specifically address the unique needs of the CYSHCN population with focused strategies and/or activities. The Contractor can opt to meet CYSHCN requirements via information and referral and select additional CYSHCN strategies.
5. The expected results will be measured based on selections made to the electronic MCH Annual Report and Planning Form. All listed expected results may not apply.

Expected Results of Activity(s)

1. Maintain or increase the health status and needs of the maternal and child population within the Contractor's jurisdiction.

Measurement of Expected Results

1. Completion of the electronic Mid-Year Check-in Call or Form.
2. Completion of the electronic MCH Annual Reporting Form.

Deliverables

Description	Completion Date
1. The Contractor shall submit the electronic MCH Annual Reporting Form for the previous contract period.	No later than January 15
2. The Contractor shall submit the Mid-Year check-in electronic form.	No later than June 15
3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.	No later than June 15

V. Budget

MCH	
Quarter	**Total Payment**
July 1 through September 30 to be paid after September 30	$ 3,931.50
October 1 through December 31 to be paid after December 31	$ 3,931.50
Total	**$ 7,863.00**

VI. Monitoring:

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the Maternal Child Health Program and Children Youth and Families Branch. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor.

VII. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Maternal Child Health Program, Local Liaison for the Children Youth and Families Branch and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this Purchase Order.

VIII. Attestation

The Contractor agrees to perform services in accordance with the terms and conditions of the Statement of Work and Budget.

Matthew Birnie, County Manager

Contractor Name (Print) and Title

Contractor Signature

9/29/25 Date

STATEMENT OF WORK

I. **Entity Name:** Gunnison County Dept of Health and Human Services

---

II. Project Description:

This project supports two complementary public health initiatives that work together to improve the health, safety, and well-being of Colorado children and families.

First, this project advances the Child Fatality Prevention Act (Article 20.5 of Title 25, Colorado Revised Statutes), a statewide, multi-agency effort to prevent child deaths. Pursuant to C.R.S. § 25-20.5-404-405, local public health agencies, or agencies designated by local public health agencies, must establish and coordinate multidisciplinary, local child fatality prevention review teams (local teams). These teams systematically examine child deaths to better understand how and why they occur. Using a public health approach, the review process identifies trends and patterns, recommends actions, and implements strategies that can reduce the risk of future fatalities. This work benefits Colorado by helping communities understand the causes of child deaths, identifying effective prevention services, uncovering service gaps, and recommending changes to laws, policies, and systems that promote safe and healthy development for all children.

Second, the project strengthens Colorado's Maternal and Child Health (MCH) Program, which develops, implements, and evaluates evidence-based local action plans to improve outcomes for women, children, youth, and families. The MCH program includes upstream, population health strategies that improve the lives of the maternal child health population. Every five years, Colorado's MCH Program conducts a state-level needs assessment of the health and well-being of women, children, youth and families to guide state and local public health work and to meet Title V MCH Block Grant requirements. The goal of the assessment is to gather information to understand what issues are facing this population and then to identify seven to ten specific priorities that can be positively impacted by public health work during the next five years. State and local MCH staff use the selected MCH priorities to focus efforts, align resources, and to positively impact the lives of Colorado women or reproductive age (15-44), children and youth including those with special health care needs, and their families.

Together, these initiatives use evidence-based strategies, community partnerships, and systems-level change to prevent child fatalities, address health disparities, and create stronger, healthier futures for Colorado's children and families.ices.

III. Definitions:

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5. The expected results will be measured based on selections made to the electronic MCH Annual Report and Planning Form. All listed expected results may not apply.

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VIII. Attestation

The Contractor agrees to perform services in accordance with the terms and conditions of the Statement of Work and Budget.

Matthew Birnie, County Manager

Contractor Name (Print) and Title

Contractor Signature

9/16/25 Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Telligen Community Initiative -

Action Requested: Other Approval

Parties to the Agreement:

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

Summary:

Applying for the Telligen Community Initiative Grant to support Parents As Teachers and health navigation

Fiscal Impact:

Submitted by: Shonna Gray **Submitter's Email Address:** sgray@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 10/1/2025

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

Comments:
Legally sufficient. SO 9/30/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/30/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

Budget Year 1 - Instructions: Please submit a detailed budget that clearly outlines all projected expenses related to your proposed leadership learning opportunity. Include a brief calculation for each line item, explaining how the totals were calculated and the rationale behind the costs. Be sure to itemize all costs, including personnel, materials, travel, and any other relevant expenses. Please note you can request a cumulative total of $**150,000** *over the two-year grant request you are building - at least 25% of that amount has to be released and paid out in year one and/or at least 25% of the overall award amount has to remain to be paid out in year two of the award period. Beyond that, you have free latitude to structure the two-year budget as you see fit to best help advance your project design/programming*.

We understand that this template may not fully align with your specific needs, so please feel free to modify it as needed.

Name of Applicant Organization or Grantee:	**Gunnison County Health and Human Services**		
Budget Period:			**Description of or calculation for the expense:**
Personnel		$67,176.50	
Salary		$58,065.50	Salary includes 2 Parents As Teachers Parent Educators, and 2 Community Health Navigators
Benefits		$9,111.00	
Contractual/Consultants		$0.00	
Equipment		$0.00	
Supplies		$5,000.00	Supplies are office supplies and other educational supplies to support parent education and support. Supplies to put on community events
Travel		$2,448.50	
Other Expenses (List below)		$0.00	Travel supplies to support educators in doing home visits and community outreach
Total Direct Costs		**$74,625.00**	
Indirect Costs		$7,500.00	
		$375.00	
5.00%			
TOTAL COSTS		**$75,000.00**	

Additional space for any calculation explanation (if needed):

Budget Year 2 - Instructions: Please submit a detailed budget that clearly outlines all projected expenses related to your proposed leadership learning opportunity. Include a brief calculation for each line item, explaining how the totals were calculated and the rationale behind the costs. Be sure to itemize all costs, including personnel, materials, travel, and any other relevant expenses. Please note you can request a cumulative total of $**150,000** *over the two-year grant request you are building - at least 25% of that amount has to be released and paid out in year one and/or at least 25% of the overall award amount has to remain to be paid out in year two of the award period. Beyond that, you have free latitude to structure the two-year budget as you see fit to best help advance your project design/programming .*

We understand that this template may not fully align with your specific needs, so please feel free to modify it as needed.

Name of Applicant Organization or Grantee:			
Budget Period:			**Description of or calculation for the expense:**
Personnel		$67,176.50	
Salary		$58,065.50	Salary includes 2 Parents As Teachers Parent Educators, and 2 Community Health Navigators
Benefits		$9,111.00	
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5.00%			
TOTAL COSTS		**$75,000.00**	

Additional space for any calculation explanation (if needed):

Parents As Teachers Home Visiting and Resource Navigation

2025 Strengthening Families and Communities Request for Proposals

Gunnison County (Health and Human Services)

Mrs. Joni Reynolds
220 N Spruce
Gunnison, CO 81230

sgray@gunnisoncounty.org
O: 970-641-3244

Mrs. Shonna Gray

SGray@gunnisoncounty.org
O: 970-641-7910

Application Form

Application

Telligen Community Initiative - 2025 Strengthening Families & Communities Request for Proposals (RFP) Application Process (for both 2025 Grant Cycles)

Instructions: Answer ALL questions in the submission form. Please be as complete as possible in your responses.

CLICK HERE to review the Telligen Community Initiative (TCI) 2025 Request for Proposals.

- **Social Drivers of Health – Strengthening Families and Communities RFP**
- **Illinois or Oklahoma-based proposals are due by 3/3/2025 (no longer accepting proposals from IL or OK-based applicants with this deadline in the past)**
- **Colorado or Iowa-based based proposals are due by 10/15/2025 (no later than 5:00 p.m. CST/6:00 p.m. MST)**

This funding area believes in advancing social determinants of health through novel approaches around emphasizing the integration of childhood, family, and community health in new ways for our foundation. TCI wants to resource efforts that advance optimal physical, mental, and social health and well-being for families, children and youth. Please visit our 2025 Request for Proposals document (2025 Strengthening Families and Communities RFP) to outline desired ways to approach this funding interest.

Strengthening Families & Communities RFP – Sub Priority Alignment (select one most closely aligned)*

Parenting Resiliency/ACEs - Home visitation programming

Which grant deadline are you applying for?*

Colorado or Iowa-based request (due 10/15/25)

TCI - 2025 RFPs
Instructions: Answer ALL required questions in the submission form.

Organizational Equity Assessment
For the past two years, TCI has gathered responses from a brief organizational equity assessment as a way to see where an organization is on their own equity journey. These responses have been voluntary/optional. For 2025, these are now required responses and will be evaluated as part of our funding decision processes. Your responses will be gauged against the cumulative baseline of grant application respondents gathered and aggregated over the past two years (2023-24 applications). Please feel free to reach out to TCI staff to discuss if you'd like.

What is the racial and ethnic composition of your Board of Directors?*
Check all that apply

White/Caucasian/European

Percentage of Board - Asian American/Pacific Islander/Asian*
If none, please enter 0.

0

Percentage of Board - Black/African American/African*
If none, please enter 0.

0

Percentage of Board - Hispanic/Latino/Latina/Latinx*
If none, please enter 0.

0

Percentage of Board - Native American/American Indian/Indigenous*
If none, please enter 0.

0

Percentage of Board - White/Caucasian/European*
If none, please enter 0.

100

Percentage of Board - Multi-Racial/Multi-Ethnic (two or more races or ethnicities)*
If none, please enter 0.

0

Percentage of Board - Different Identity*
If none, please enter 0.

0

What is the racial and ethnic composition of client/students served by your organization?*

Check all that apply

Asian American/Pacific Islander/Asian
Black/ African American/African
Hispanic/Latino/Latina/Latinx
Native American/American Indian/Indigenous
White/Caucasian/European
Mutli-racial/Multi-ethnic (two or more races or ethnicities)

Percentage of Clients/Students - Asian American/Pacific Islander/Asian*

If none, please enter 0.

1

Percentage of Clients/Students - Black/African American/African*

If none, please enter 0.

1

Percentage of Clients/Students - Hispanic/Latino/Latina/Latinx*

If none, please enter 0.

12

Percentage of Clients/Students - Native American/American Indian/Indigenous*

If none, please enter 0.

1

Percentage of Clients/Students - White/Caucasian/European*

If none, please enter 0.

80

Percentage of Clients/Students - Multi-Racial/Multi-Ethnic (two or more races or ethnicities)*

If none, please enter 0.

5

Percentage of Clients/Students - Different Identity*

If none, please enter 0.

0

Check any and all equity strategies that apply to your organization - policies and procedures*

Check all the apply

Seek individuals from various race backgrounds for board and leadership staff positions
Help senior leadership understand how to be inclusive with effective training
Measure and then disaggregate job satisfaction and retention data by race, function, level, and team
Engage all in equity work and ensure everyone understands their roles in creating culture

Check any and all equity strategies that apply to your organization - in Data*

Check all that apply

Review compensation data across the organization to identify disparities
Ask team members to identify racial disparities in their programs
Disaggregate data to adjust programming goals to keep pace with changing needs of communities served
Non-traditional ways of gathering feedback on programming (interviews, roundtables, etc.)
Disaggregate data by demographics in every policy and program measured
Long-term strategic plans and goals for creating an equitable culture that all can advance within

Project/Program Title*

Parents As Teachers Home Visiting and Resource Navigation

Projected TCI grant funding request*

Maximum Amount = $150,000 (spread over a 2-year funding period)

$150,000.00

Overall Organizational Budget*

Beyond your TCI request, what is the overall organizational budget for the current (or most recently completed) fiscal year for your organization.

$3,465,885.00

Brief Summary of Proposed Project*

We plan to grow and strengthen our Home Visiting service Parents As Teachers, as well as support a streamlined process for health navigation for at-risk populations.

County of Applicant Organization*

Gunnison

Geographic Reach of Project*

Check the option that most closely aligns with the geographic scope/reach of your project

Project reaching a multi-county area

Geographic Reach - City Detail (city name)*

If not a city reach project, please enter *N/A.*

N/A

Project reach of a full county (county name)*

If not full county reach project, please enter *N/A.*

Gunnison

Project reaching a multi-county area (list counties impacted)*

If not a multi-county area, please enter *N/A.*

Gunnison and Hinsdale

Project reaching a statewide audience (list primary state of focus)*

If not a statewide reach, please enter *N/A.*

N/A

Total number of persons to be served by the grant*

Short rationale, description, or context for that number

We currently have 17 families enrolled in our Parents As Teachers Program. We would like to grow to a goal of 28 families. Through our RAE services, we are serving approximately 44 families, and

Question 1. Summary of your Organization*

Please give a brief description of your organization including your current capacity (knowledge, resources, and/or services to successfully implement your grant strategy).

Our organization is a Local Public Health Agency and Health and Human Services combined. We are the only entity in the state of Colorado with one Director who acts as both our public health director and health and Human Services Director. This allows us a unique opportunity to work closely and collaborate cross-sectionally to serve our clients. This also expands our resource list and supports a warm hand-off to referral points when working with clients. Referrals go bidirectionally with our team, and we work hard to ensure we speak a similar language regarding what is available in our community. Our Parents As Teachers program has been up and running since July of 2023. We also house Nurse Family Partnership (NFP) in our organization, and use Parents As Teachers as a broader net to support families that do not qualify for NFP. We also have a RAE for those who are on Medicaid and need navigation services. For our Spanish-speaking clients, we have a Multicultural Resource Services team that does health navigation and support. Lastly, we participate in a multitude of community coalitions and including hosting a Community Advisory Board and Child Maltreatment Prevention Committee that includes multiple stakeholders to support these programs and support families with young children.

Question 2. Synopsis of Need*

Describe the problem and/or need that you are developing an innovative strategy to address. Please include your target population, how many people and/or organizations you estimate serving during the project period, and any localized data supporting the need of the project.

As our program has hit its second anniversary, we are finding ourselves growing quickly and seeing a need to expand in order to serve more families. We currently have 17 families enrolled, and have the potential to grow up to 25 -30 families with support for increasing staff time. Currently, 11 of the 17 families are Spanish-speaking only. Our target population will be low-income families with 1 or more risk factors. This includes low-income and support for health navigation through RAE Services, which covers families enrolled in Medicaid. We are also serving a target population of immigrant families in our community that need help navigating healthcare and support.

Question 3. Project Design*

Describe the strategy you have created to address this problem (including methodology and implementation plans). Please also highlight how you meaningfully engage those with lived experience into your planning and project design

PAT Affiliate
RAE Services
Community Advisory Board
Grasp

Question 4. The Why*

Explain how this project relates to your organization's overall mission. Why is your organization passionate about this and how does your proposal and its focus logically tie to drivers of health/social determinants of health?

The mission of the Gunnison County Department of Health and Human Services (DHHS) is to provide culturally-competent advocacy, prevention, protection and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community. We are passionate about this because we understand that to have a major impact on the future of our community and health outcomes, we need to make sure we are going as far upstream as possible and supporting families of young children. The work with young families is where we can start seeing a shift in lowering substance abuse, chronic disease prevention, increasing immunization rates, lowering homelessness, and increasing access to services.

Question 5. Uniqueness*

Explain the innovation or uniqueness your plan brings to this work to try to help ensure successful implementation.

Our plan is unique in that we are rural, and many people wear many hats. While that may not be unique in it of itself, we are also a combined Public Health and HHS agency to where we are well aware of resources throughout our community. We live and work in a community that shows up and supports one another through health coalition, Grasp (substance Use prevention), and other community events.

SMARTIE Goals Worksheet

Goals are a concrete way to drive results, but without an explicit equity and inclusion component, goals won't produce better outcomes for marginalized communities, address disparities, or support belonging. Introducing SMARTIE goals! SMARTIE stands for:

STRATEGIC	Reflects an important dimension of what your organization seeks to accomplish (programmatic or capacity-building priorities).

MEASURABLE	Includes standards by which reasonable people can agree on whether the goal has been met (by numbers or defined qualities).
AMBITIOUS	Challenging enough that achievement would mean significant progress—a "stretch" for the organization.
REALISTIC	Not so challenging as to indicate lack of thought about resources, capacity, or execution; possible to track and worth the time and energy to do so.
TIME-BOUND	Includes a clear deadline.
INCLUSIVE	Brings traditionally marginalized people—particularly those most impacted—into processes, activities, and decision/policy-making in a way that shares power.
EQUITABLE	Seeks to address systemic injustice, inequity, or oppression.

By incorporating equity and inclusion into your SMART goals, you can make sure your organization's commitment to racial equity and inclusion is anchored by tangible and actionable steps. Here's an example of a SMART goal turned SMARTIE:

SMART	SMARTIE
Build a volunteer team of 100 door-to-door canvassers by May…	…with at least 10 people of color recruited as volunteer leaders first, so that they can help shape the way we run the canvasses.

Question 6. Evaluation Template
Please develop at least 3 (maximum of 5) SMARTIE objectives in the framework of the above template as it relates to your project's evaluation method and measurement.

Question 6.1. SMARTIE Objective*

Goal: Increase PAT enrollment to serving 25 families.

Question 6.2. SMARTIE Objective*
Increase opportunities for community engagement and supporting families in building a sense of community

Question 6.3. SMARTIE Objective*
Increasing access to services, and rate of referrals to programs.

Question 6.4. SMARTIE Objective (Optional)
Question 6.5. SMARTIE Objective (Optional)
Question 7. Budget Template*
Please download the attached the two-year budget template, complete, and upload using the button below.

- Per our funding RFP, matching funds are *NOT* a requirement to make a TCI funding request.
- You may request up to $150,000 that is to be spread over the two-year funding period. You must utilize at least 25% in the first-year payout and/or have 25% remaining for the second-year payout. Every effort will be made to honor the two-year budget distribution plan as you design it. We will pay year one approved amount at the start of the funding period. The year two amount, provided the project is proceeding as planned, will be released in the 13th month/beginning of year two.
- The budget template is an excel file that has a year one tab, as well as a year two tab. Please complete each excel tab, save, and then upload your submission.

2025 TCI Grant Application Budget Template (3).xlsx

Total Amount Requested from TCI over the two-year period (not to exceed $150,000)*
This amount should also equal the TCI request amount you state in the pre-proposal responses earlier in this form (Projected TCI Grant Funding Request).

$150,000.00

TOTAL year one TCI funding request*
This corresponds to the budget template and rationale and represents the desired TCI grant amount to paid out in year 1.

$75,000.00

TOTAL year two TCI funding request*
This corresponds to the budget template and rationale and represents the desired TCI grant amount to paid out in year 2 (~grant month 13 of 24-month funding period).

$75,000.00

Question 8. Budget Justification*
Please describe and justify your project/program budget - specifically the TCI requested funding in your uploaded budget template.

This budget reflects the need to support our 2 parent educators as well as supporting health navigators to strengthen the referral source.

Question 9. Organizational Capacity*

Describe your organizational capacity to 1) manage grant funding and 2) a discussion of potential sustaining (funding sources by name/methodology) the grant-funded project beyond the TCI grant period (if it is meant to be ongoing).

We have a finance department and someone that manages grants for our department. We are also continuously looking for funding sources to grow our program.

- **Note: Once you submit your application, you cannot edit the form. Please review your answers before submitting.**

P.S. After you submit this application, check your email for the submission confirmation.

File Attachment Summary

Applicant File Uploads

- 2025 TCI Grant Application Budget Template (3).xlsx

Budget Year 1 - Instructions: Please submit a detailed budget that clearly outlines all projected expenses related to your proposed leadership learning opportunity. Include a brief calculation for each line item, explaining how the totals were calculated and the rationale behind the costs. Be sure to itemize all costs, including personnel, materials, travel, and any other relevant expenses. Please note you can request a cumulative total of $**150,000** *over the two-year grant request you are building - at least 25% of that amount has to be released and paid out in year one and/or at least 25% of the overall award amount has to remain to be paid out in year two of the award period. Beyond that, you have free latitude to structure the two-year budget as you see fit to best help advance your project design/programming*.

We understand that this template may not fully align with your specific needs, so please feel free to modify it as needed.

Name of Applicant Organization or Grantee:	Gunnison County Health and Human Services		
Budget Period:			**Description of or calculation for the expense:**
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Salary		$58,065.50	Salary includes 2 Parents As Teachers Parent Educators, and 2 Community Health
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Supplies		$5,000.00	Supplies are office supplies and other educational supplies to support parent
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Other Expenses (List below)		$0.00	Travel supplies to support educators in doing home visits and community outreach
Total Direct Costs		**$74,625.00**	
Indirect Costs		$7,500.00	
		$375.00	
5.00%			
TOTAL COSTS		**$75,000.00**	

Additional space for any calculation explanation (if needed):

Budget Year 2 - Instructions: Please submit a detailed budget that clearly outlines all proje
calculation for each line item, explaining how the totals were calculated and the rationale behi
other relevant expenses. Please note you can request a cumulative total of $**150,000** *over the
and paid out in year one and/or at least 25% of the overall award amount has to remain to be
the two-year budget as you see fit to best help advance your project design/programming*.

We understand that this template may not fully align with your specific needs, so please feel f

Name of Applicant Organization or Grantee:	
Budget Period:	
Personnel	
Salary	
Benefits	
Contractual/Consultants	
Equipment	
Supplies	
Travel	
Other Expenses (List below)	
Total Direct Costs	
Indirect Costs	
5.00%	
TOTAL COSTS	

Additional space for any calculation explanation (if needed):

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paid out in year two of the award period. Beyond that, you have free latitude to structure

free to modify it as needed.

	Description of or calculation for the expense:
$67,176.50	
$58,065.50	Salary includes 2 Parents As Teachers Parent Educators, and 2 Community Health
$9,111.00	Navigators
$0.00	
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$74,625.00	
$7,500.00	
$375.00	
$75,000.00	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement Amendment #2; State of Colorado Gr

Action Requested: Other Review/Approval

Parties to the Agreement:

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

Summary:

Updated Budget for Women's Wellness Connection (WWC

Fiscal Impact:

Submitted by: Shonna Gray **Submitter's Email Address:** sgray@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 10/1/2025

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

Comments:
Legally sufficient. SO 9/25/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/25/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

Docusign Envelope ID: 57253BC6-8845-441F-BD80-CB9D9B638A80

State of Colorado Grant Agreement Modification
Grant Agreement Amendment #2

State Agency:
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246

Fund Expenditure End Date:
June 30, 2026

Grantee:
Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
200 East Virginia Avenue
Gunnison CO 81230-2297
for the use and benefit of the
Gunnison County Department of Health and Human Services
225 North Pine Street, Suite E
Gunnison CO 81230-2333

Original Agreement Number:
2023*2302

Grantee UEI:
NSN9FAGKEDJ9

Amendment Agreement Number:
Amendment #2

Contract Performance Beginning Date:
January 01, 2023

Current Agreement Expiration Date:
June 30, 2026

AGREEMENT MAXIMUM AMOUNT TABLE

Document Type	Agreement Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2023*2302	$0.00	$5,187.00	$0.00	1/1/2023 – 6/29/2023	$5,187.00
Original Contract	2023*2302	$3,620.00	$0.00	$0.00	1/1/2023 – 6/29/2023	$3,620.00
Amendment #1	2023*2302 Amendment #1	$4,938.00	$0.00	$0.00	6/30/2023 – 6/29/2024	$4,938.00
Amendment #1	2023*2302 Amendment #1	$0.00	$5,962.00	$0.00	7/01/2023 – 6/29/2024	$5,962.00
Option Letter #1	2023*2302 Option Letter #1	$6,186.00	$0.00	$0.00	11/01/2023 – 6/29/2024	$6,186.00
Option Letter #2	2023*2302 Option Letter #2	$12,800.00	$0.00	$0.00	6/30/2024 – 6/29/2025	$12,800.00
Option Letter #2	2023*2302 Option Letter #2	$0.00	$4,266.00	$0.00	7/01/2024 – 6/29/2025	$4,266.00
Option Letter #3	2023*2302 Option Letter #3	$22,133.00	$0.00	$0.00	1/13/2025 – 6/29/2025	$22,133.00

Document Type	Agreement Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Option Letter #4	2023*2302 Option Letter #4	$11,500.00	$0.00	$0.00	3/31/2025 – 6/29/2025	$11,500.00
Option Letter #5	2023*2302 Option Letter #5	$0.00	($4,266.00)	$0.00	7/01/2024 – 6/29/2025	($4,266.00)
Option Letter #5	2023*2302 Option Letter #5	$0.00	$4,266.00	$0.00	7/01/2024 – 6/30/2025	$4,266.00
Option Letter #5	2023*2302 Option Letter #5	$0.00	$23,195.00	$0.00	7/01/2025 – 6/30/2026	$23,195.00
Amendment #2	2023*2302 Amendment #2	$24,889.00	$0.00	$0.00	10/01/2025 – 6/29/2026	$24,889.00
Amendment #2	2023*2302 Amendment #2	$0.00	$8,962.00	$0.00	10/01/2025 – 6/30/2026	$8,962.00
Current Agreement Maximum Cumulative Amount						$133,638.00

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit C., Budget

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

1. Exhibit D., Federal Provision
2. Colorado Special Provisions in **§19** of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit B., Statement of Work
5. Exhibit C.,, Budget
6. Exhibit A., Additional Provisions

Docusign Envelope ID: 57253BC6-8845-441F-BD80-CB9D9B638A80

SIGNATURE 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 Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services	**STATE OF COLORADO** **Jared S. Polis, Governor** Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
_____ By: Signature	_____ By: Signature
FULL NAME _____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
TITLE _____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	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: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Amendment Effective Date: _____

Docusign Envelope ID: 57253BC6-8845-441F-BD80-CB9D9B638A80

1. Parties

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (The "Agreement") is entered into by and between the Grantee, and the State.

2. Terminology

Except as specifically modified by the Amendment, all terms used in this Amendment shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Grantee, and the State.

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 Grantee for any Work performed or expense incurred under this Amendment either before or after of 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 Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or October 01, 2025, whichever is later and shall terminate on the termination of the Agreement or June 30, 2026, whichever is earlier.

4. Purpose

The Parties entered into the agreement to reduce cancer health disparities, and morbidity and mortality rates in Colorado. Cancer screening will increase in Colorado Department of Public Health and Environment (CDPHE)-identified priority populations, especially women who are eligible for CDPHE-paid Clinical Services, by implementing one or more approved strategies (community outreach, health navigation, CDPHE-paid clinical services) to address cancer prevention and early detection.

5. Modification

The Agreement and all prior amendments thereto, if any, are modified as follows:

A. The Agreement Maximum Amount field on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount field shown on the Signature and Cover Page for this Amendment.

B. The Parties now agree to modify Exhibit C., Budget, of the agreement. Exhibit C., Budget, is deleted and replaced in its entirety with Exhibit C., Budget, attached to this Amendment for the following reason: to add funds for FY26 and open a new budget category, Travel.

6. Limits of Effect and Order of Precedence

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede,

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govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
Original Contract Routing 2023*2302

Version 7.2025

Contractor Name	Gunnison County Department of Health and Human Services	**Program Contact Name, Title, Phone and Email**	Amelia Meyer, Family Planning Clinic Coordinator, 970-641-7952 ameyer@gunnisoncounty.org
Budget Period	7/1/2025 - 6/30/2026	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise, Accountant, 970-641-7679 jwise@gunnisoncounty.org
Project Name	Cancer Prevention and Early Detection: Health Navigation and Clinical Services (HNCS)	**Contract/Encumbrance Number**	CT FHLA 2023*2302

Expenditure Categories		**Budget Totals**		
Personal Services Salaried Employees		**Original Budget**	**Modification to Budget in Amendment/ Option Letter**	**Total Amount Requested from CDPHE**
Position Title	**Description of Work and Justification for Revision**			
NP, Mid-level Practitioner	Consult with women's health clinic coordinator and provide recommendations. **CHANGE: Increase workload due to increase in the budget.**	$3,406.80	$5,000.00	$8,406.80
NP, Mid-level Practitioner	Consult with women's health clinic coordinator and provide recommendations. Plan for TCO implementation: attend required trainings, develop resources and relationships in community. **CHANGE: Increase workload due to increase in the budget.**	$1,005.60	$1,500.00	$2,505.60
Women's Health Clinic Coordinator	Clinic Coordinator, Will identify and contact clients who may be eligible for HCNS. Will enroll clients an enter HNCS data in eCast. Consult with PA/NP on supplies and clients. Plan for TCO implementation: attend required trainings, develop resources and relationships in community. **CHANGE: Increase workload due to increase in the budget.**	$12,590.00	$12,590.00	$25,180.00
Health Navigator	Bilingual Health Navigation for clients with Limited English Proficiency. Plan for TCO implementation: attend required trainings, develop resources and relationships in community. **CHANGE: Increase workload due to increase in the budget.**	$2,979.04	$7,699.90	$10,678.94
Personal Services Hourly Employees		**Original Budget**	**Modification to Budget in Amendment/ Option Letter**	**Total Amount Requested from CDPHE**
Position Title	**Description of Work and Justification for Revision**			
				$0.00
	Total Personal Services (including fringe benefits)	**$19,981.44**	**$26,789.90**	**$46,771.34**

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
Original Contract Routing 2023*2302

Version 7.2025

Contractor Name	Gunnison County Department of Health and Human Services	**Program Contact Name, Title, Phone and Email**	Amelia Meyer, Family Planning Clinic Coordinator, 970-641-7952 ameyer@gunnisoncounty.org
Budget Period	7/1/2025 - 6/30/2026	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise, Accountant, 970-641-7679 jwise@gunnisoncounty.org
Project Name	Cancer Prevention and Early Detection: Health Navigation and Clinical Services (HNCS)	**Contract/Encumbrance Number**	CT FHLA 2023*2302

Supplies & Operating Expenses		**Original Budget**	**Modification to Budget in Amendment/ Option Letter**	**Total Amount Requested from CDPHE**
Item	**Description of Item and Justification for Revision**			
Operating/supplies	Allowable purchase of supplies/operating items listed on the Health Navigation and Clinical Services allowable purchase document on the Cancer Prevention and Early Detection Funding Opportunities website: Clinic supplies that aid in treatment of cancer screening and prevention, education materials, Items to support operations. **CHANGE: Increase need due to increase in the budget.**	$14.25	$992.00	$1,006.25
	Total Supplies & Operating Expenses	**$14.25**	**$992.00**	**$1,006.25**

Travel		**Original Budget**	**Modification to Budget in Amendment/ Option Letter**	**Total Amount Requested from CDPHE**
Item	**Description of Item and Justification for Revision**			
Travel	**CHANGE: For TCO staff to attend conferences or education due to increase in the budget. ($1,000 for flights and $400 for lodging)**	$0.00	$1,400.00	$1,400.00
	Total Travel	**$0.00**	**$1,400.00**	**$1,400.00**

Contractual (payments to third parties or entities)		**Original Budget**	**Modification to Budget in Amendment/ Option Letter**	**Total Amount Requested from CDPHE**
Subcontractor Entity Name	**Description of Item and Justification for Revision**			
				$0.00
	Total Contractual	**$0.00**	**$0.00**	**$0.00**
	SUB-TOTAL BEFORE INDIRECT	**$19,995.69**	**$29,181.90**	**$49,177.59**
Less: Expenses per OMB 2 CFR 200				
	Subcontractor in excess of $50,000			$0.00
	Rent			$0.00
	Equipment in excess of $10,000			$0.00
	Other Unallowable expenses			$0.00
	Total Expenses per OMB 2 CFR 200	**$0.00**	**$0.00**	**$0.00**
	Modified Total Direct Costs (MTDC)	**$19,995.69**	**$29,181.90**	**$49,177.59**

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
Original Contract Routing 2023*2302

Version 7.2025

Contractor Name	Gunnison County Department of Health and Human Services	**Program Contact Name, Title, Phone and Email**	Amelia Meyer, Family Planning Clinic Coordinator, 970-641-7952 ameyer@gunnisoncounty.org
Budget Period	7/1/2025 - 6/30/2026	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise, Accountant, 970-641-7679 jwise@gunnisoncounty.org
Project Name	Cancer Prevention and Early Detection: Health Navigation and Clinical Services (HNCS)	**Contract/Encumbrance Number**	CT FHLA 2023*2302

Indirect		**Original Budget**	**Modification to Budget in Amendment/ Option Letter**	**Total Amount Requested from CDPHE**
Item	**Description of Item**			
CDPHE Negotiated Indirect Cost Rate	Gunnison County's approved indirect cost rate is 16% Modified Total Direct Costs effective CY2025. Modified Total Direct Cost (MTDC) -excludes equipment, capital expenditures, charges for parental care, rental cost, participating support cost, and the portion of each sub-award in excess of $50,000. Treatment of Fringe Benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs.	$3,199.31	$4,669.10	$7,868.41
	Total Indirect	**$3,199.31**	**$4,669.10**	**$7,868.41**
	TOTAL	**$23,195.00**	**$33,851.00**	**$57,046.00**

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TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	**Contractor** Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333
Master Task Order Contract Number 23 FA 00023 **Task Order Number** 2023*2302	**Task Order Performance Beginning Date** **The later of the Task Order Effective Date or** Janurary 1, 2023
Task Order Maximum Amount **Initial Term** Fiscal Year 2023 $8,807.00 Total for All Fiscal Years $8,807.00	**Task Order Expiration Date** June 29, 2023 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.
Pricing/Funding Price Structure: Cost Reimbustment **Contractor Shall Invoice:** Monthly **Funding Source:** **State** $5,187.00 **Federal** $3,620.00	**Miscellaneous:** Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any)**:** **Procurement Method:** Request For Application (RFA) **Solicitation Number (if any): 40359**
State Representative Emily Kinsella Women's Wellness Connection Section Manager Prevention Services Division Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 emily.kinsella@state.co.us	**Contractor Representative** Joni Reynolds Public Health Director Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jreynolds@gunnisoncounty.org
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A, Additional Provisions Exhibit B, Statement of Work Exhibit C, Budget Exhibit D, Federal Provisions – Colorado Cancer Prevention and Control	

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Contract Purpose
This project serves to reduce cancer health disparities, and morbidity and mortality rates in Colorado. Cancer screening will increase in Colorado Department of Public Health and Environment (CDPHE)-identified priority populations, especially women who are eligible for CDPHE-paid Clinical Services, by implementing one or more approved strategies (community outreach, health navigation, CDPHE-paid clinical services) to address cancer prevention and early detection.

In accordance with **§4.B** of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. **PROJECT DESCRIPTION**
   Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein ("the SOW"). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. **PAYMENT**
   The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. **PERFORMANCE PERIOD**
   Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. **TASK ORDER EFFECTIVE DATE:**
   The Effective Date of this Task Order is upon approval of the State Controller or **January 1, 2023**, whichever is later.

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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 **Board of County Commissioners of Gunnison County** **(a political subdivision of the state of Colorado)** **for the use and benefit of the** **Gunnison County Department of Health and Human Services**	**STATE OF COLORADO** **Jared S. Polis, Governor** **Colorado Department of Public Health and Environment** **Jill Hunsaker Ryan, MPH, Executive Director**
DocuSigned by: Matthew Birnie DF57D9EBAE8C463... By: Signature	DocuSigned by: Lisa McGovern 2EDF87A0A1A7D4FC... By: Signature
Matthew Birnie Name of Person Signing for Contractor	Lisa McGovern Name of Executive Director Delegate
County Manager Title of Person Signing for Contractor	Procurement & Contracts Section Director ft Title of Executive Director Delegate
Date: 2022-11-21	Date: 2022-11-21

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Andi Hardy
AC2AC54280C6401...
By: Signature

Andi Hardy
Name of State Controller Delegate

Controller
Title of State Controller Delegate

Effective Date: 2022-11-22

--Signature Page End--

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ADDITIONAL PROVISIONS
To Original Contract Routing Number 2023*2302

These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.

1. To receive compensation under the Contract, the Contractor shall submit a signed **Monthly** CDPHE Reimbursement Invoice Form. This form is a customized CDPHE Reimbursement Invoice Form that CDPHE will distribute to the Contractor each budget period and is incorporated and made part of this Contract by reference. The Contractor may contact the CDPHE Contract Monitor to obtain additional electronic copies of the invoice form. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. The Contractor shall submit the invoice using the method listed below.

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice and Expenditure Details page to: Cancer Prevention and Early Detection Contracts Monitor at cdphe_cancer@state.co.us.

   Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

   Unless otherwise provided for in the Contract, "Local Match," if any, shall be included on all invoices as required by funding source.

   The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

   If applicable, the Contractor shall be reimbursed for the purchase of allowable Health Navigation and Clinical Services supplies/operating costs identified in the Women's Wellness Connection (WWC) Health Navigation and Clinical Services Allowable Purchases document. This document is located at the following website https://cancerplan.colorado.gov/help-for-grantees and is incorporated and made part of this Contract by reference.

2. To receive compensation for Health Navigation and Clinical Services provided to eligible individual clients as identified in the Statement of Work under this Contract, the Contractor shall:

   a. Navigate eligible low-income women to timely and complete breast and cervical cancer screening procedures (Health Navigation); and/or,

   b. Provide CDPHE-funded breast and cervical cancer screening and/or diagnostic procedures (Clinical Services), to eligible clients.

   a. eCaST Data System

      Data entered into the electronic cancer surveillance and tracking (eCaST) data system are the basis for calculating reimbursement for each client receiving Health Navigation or Clinical Services. To be considered for payment, all Cancer Prevention and Early Detection Health Navigation and Clinical Services related cancer screening and diagnostic procedures shall be entered into eCaST within thirty (30) days of service being performed. Health Navigation or Clinical Services cases that exceed sixty (60) calendar days in screening length and negatively affect WWC's Performance Indicators may not be reimbursed at the discretion of the State. Reimbursement is determined by the clinical outcome of each case; therefore, cases must be clinically complete or administratively closed before reimbursement occurs. Contractors shall only be paid for cases that meet eligibility, performance, and data requirements. Based on performance, the Cancer Prevention and Early Detection Program may unilaterally change the groups of eligible clients who may be served with eCaST funding.

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b. Bundled Payment System (BPS)

The Contractor shall be paid for Health Navigation or Clinical Services to individual clients in accordance with rates as outlined in the Cancer Prevention and Early Detection Bundled Payment System (BPS) for Health Navigation and Clinical Services. This document is incorporated and made a part of this Contract by reference and is available on the following website at https://cancerplan.colorado.gov/help-for-grantees.

Rates may be revised or updated during the contract term. Reimbursement policies are defined in the Cancer Prevention and Early Detection Program Manual. This manual is located at the following website https://cancerplan.colorado.gov/help-for-grantees and is incorporated and made part of this Contract by reference.

The Contractor shall not charge the Cancer Prevention and Early Detection program for Clinical Services not listed on the CPT Code List. This document is incorporated and made part of this Contract by reference and is available on the following website: https://cancerplan.colorado.gov/help-for-grantees.

c. Payment Procedures

Payment to the Contractor for Health Navigation and Clinical Services provided to eligible individual clients 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. 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.

Payment to the Contractor for expenses not included in the BPS for Cancer Prevention and Early Detection Health Navigation and Clinical Services is made from available funds encumbered and in accordance with the Statement of Work and Budget set forth under this Contract.

Payment to the Contractor for eCaST is made from available funds encumbered through a General Accounting Encumbrance (GAE) and shared across multiple contractors. CDPHE may increase or decrease the total funds encumbered in the GAE 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.

d. Expenditure Cap for Health Navigation and Clinical Services to Individual Clients (eCaST Amount)

CDPHE will set the expenditure cap for Health Navigation and Clinical Services to individual clients for the Contractor for each budget period. CDPHE may increase or decrease the Contractor expenditure cap at its sole discretion based on the Contractor's spending rate. The Contractor may request to increase or decrease this expenditure cap. Once the expenditure cap is reached or the share of program funds are fully expended, the State will not reimburse for additional expenses incurred by the Contractor unless CDPHE opts to increase the cap.

3. Time Limit For Acceptance Of Deliverables.

a. Evaluation Period. The State shall have thirty (30) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

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c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed thirty (30) calendar days, to correct the noted deficiencies.

4. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

5. The Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and may require an amendment in accordance with General Provisions, Section 16, Contract Modifications, of this Contract.

6. The Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

7. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.

8. The Contractor shall not use State funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).

9. Notwithstanding the terms contained in Section 10, Insurance, of this Contract, the parties agree to add the following language to the end of Paragraph vi:

vii. The Contractor agrees to maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to this Contract. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Contract and for at least two (2) years beyond the completion and acceptance of the work under this Contract, or, alternatively, a two (2) year extended reporting period must be purchased.

10. If Contractor indicates full expenditure of funds under this Contract by March 29 of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than March 29 of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by March 29, CDPHE will reallocate unspent funds without any penalties to the Contractor.

11. All data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.

12. Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Contract and in accordance with professional standards.

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13. Neither the U.S. Department of Health and Human Services (HHS) nor the Centers for Disease Control (CDC) logo may be displayed on any conference materials if such display would cause confusion as to the conference source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA).
14. Notwithstanding the terms contained in the Section 8, Confidential Information-State Records, Contractor shall protect the confidentiality of all applicant or recipient records and other materials that are maintained in accordance with this Contract. Except for purposes directly connected with the administration of this Contract, no information about or obtained from any applicant or recipient shall be disclosed in a form identifiable with the applicant or recipient without the prior written consent of the applicant or recipient, or the parent or legal guardian of a minor applicant or recipient with the exception of information protected by Colorado Statute as it applies to confidentiality for adolescent services in which case the adolescent minor and not the parent or legal guardian must provide consent or as otherwise properly ordered by a court of competent jurisdiction. Contractor shall have written policies governing access, duplication, and dissemination of all such information. Contractor shall advise its employees, agents, servants, and any subcontractors that they are subject to these confidentiality requirements.
15. The Contractor affirms that it maintains no affiliations or contractual relationships, direct or indirect, with tobacco companies, owners, affiliate, subsidiaries, holding companies, or companies involved in any way in the production, processing, distribution, promotion, sales, or use of tobacco.

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EXHIBIT B

STATEMENT OF WORK
To Original Contract Number 2023*2302

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County Department of Health and Human Services

II. Project Description:

This project serves to reduce cancer health disparities, and morbidity and mortality rates in Colorado. Cancer screening will increase in Colorado Department of Public Health and Environment (CDPHE)-identified priority populations, especially women who are eligible for CDPHE-paid Clinical Services, by implementing one or more approved strategies (community outreach, health navigation, CDPHE-paid clinical services) to address cancer prevention and early detection.

Citizens of Colorado in the Contractor's service area will benefit from this project by receiving cancer screening prevention and early detection services. CDPHE is funding this project to meet the goal of reducing cancer health disparities, morbidity and mortality in Colorado by increasing cancer screening and early detection.

III. Definitions:

1. Action Plan: Identifies the strategy(ies) the Contractor is approved to plan or implement and the detailed steps the Contractor will take to address the objectives of this agreement.
2. CDPHE: Colorado Department of Public Health and Environment.
3. CDPHE-Paid Clinical Services: The Clinical Services component of the Health Navigation and Clinical Services strategy funds breast and cervical cancer screening and diagnostic procedures for eligible, low-income uninsured or underinsured clients.
4. CDPHE Contract Monitor: CDPHE staff member assigned to monitor the contract.
5. Health navigation: Individualized assistance offered to clients to help overcome health care system barriers and facilitate timely access to quality screening and diagnostics as well as initiation of treatment services for persons diagnosed with cancer.

IV. Work Plan:

Goal #1: Facilitate health care services among people who face barriers to good health.	
Objective #1: No later than the expiration date of this contract, reduce cancer health disparities, and morbidity and mortality rates, in Colorado by increasing cancer screening among CDPHE-identified priority populations, especially CDPHE-paid Clinical Services eligible women.	
Primary Activity #1	The Contractor shall, in collaboration with the CDPHE Contract Monitor, draft an action plan outlining: 1. the strategy(ies) (community outreach; health navigation and clinical services) in which the project will focus; 2. the detailed steps which the Contractor shall take to address the objectives of this agreement.
Sub-Activities #1	1. The Contractor shall record their approval by signing the final action plan agreed upon with CDPHE. 2. The Contractor shall update the action plan at a minimum annually.

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	3. The Contractor shall record their approval by signing the action plan each time it changes.
Primary Activity #2	The Contractor shall implement one or more strategies and sub-strategies to address cancer prevention and early detection in Colorado.
Sub-Activities #2	1. The Contractor shall implement at least one (1) of the following strategies and sub-strategies to address cancer prevention and early detection in Colorado, as approved by CDPHE in the action plan. a. Community outreach b. Health navigation and clinical services i. Health navigation only among eligible uninsured/underinsured clients ii. Health navigation and CDPHE-paid clinical services among eligible clients 2. The Contractor shall report required data related to the strategies listed in the approved action plan.
Primary Activity #3	The Contractor shall participate in CDPHE-required meetings.
Primary Activity #4	The Contractor shall complete Progress Reports.
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with any changes, revisions, inclusions, and exclusions to the CDPHE Cancer Prevention and Early Detection Program. The CDPHE Cancer Prevention and Early Detection Program is subject at any time to changes, revisions, inclusions, and exclusions as needed and/or pursuant to directives or changes required by rule, regulation, statute or guidance. 3. The Contractor shall comply with all requirements stated in the *CDPHE Cancer Prevention and Early Detection Program Manual*. This document is incorporated and made part of this contract by reference and is available on the following website: https://cancerplan.colorado.gov/help-for-grantees. 4. The Contractor shall use all CDPHE-required forms and templates. 5. The Contractor shall submit all final data and reports as non-reimbursable deliverables. 6. The Contractor shall comply with all program activities and requirements stated in the action plan and its referenced documents. 7. The Contractor shall comply with mandatory program reporting processes such as online written reports, data submission or progress calls at an interval outlined in the action plan.

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	8. The Contractor shall report required data related to the strategies listed in the approved action plan within 30 days of service delivery and no later than 60 days after the end of the performance period. 9. The Contractor shall attend a post-award orientation provided by CDPHE as well as other required meetings, training, webinars and telephone calls for the purpose of information-sharing, training, technical assistance and contract monitoring. 10. The Contractor shall adhere to the following requirements for the action plan: a. Develop an annual action plan to adopt and implement prioritized strategies approved by CDPHE. CDPHE will inform the Contractor of necessary modification or provide approval of the action plan within 30 business days. b. Modify the action plan in collaboration with the CDPHE Contract Monitor, as needed. c. Obtain approval from CDPHE prior to beginning activities outlined in the action plan. d. Use the action plan developed with CDPHE. e. CDPHE's evaluation of the Contractor's performance will be determined by the Contractor's adherence to the established action plan. 11. CDPHE will provide the Contractor with the Progress Report template that requires the reporting on strategies and tasks listed in the approved action plan. 12. The Contractor shall identify and support key personnel as outlined in the action plan and referenced documents. 13. The Contractor shall communicate with CDPHE within 15 days of a change in key staff responsible for the performance of work during the contract period. 14. The Contractor shall plan to have new staff members receive required training within two (2) months of hire. 15. The Contractor shall comply with CDPHE evaluation and performance measurement efforts. 16. The Contractor shall collect required evaluation and program monitoring data. 17. The Contractor shall submit all deliverables to CDPHE via the method indicated in the *CDPHE Cancer Prevention and Early Detection Program Manual.* 18. If purchasing gift cards, the Contractor shall provide to CDPHE upon request written procedures related to gift card purchasing and handling. At a minimum, the procedures shall include the following: a. How the gift card inventory is tracked and maintained? b. Gift card storage and safeguards against theft c. The primary person responsible for securing and distribution of gift cards d. A gift card distribution log that records each gift card number, dollar amount, and the printed name and signature of each gift card recipient.
Expected Results of Activity(s)	1. Increased number of individuals screened for CDPHE-approved cancers. 2. Increased number of quality of CDPHE-approved cancer screenings provided within priority populations

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	3. Analysis of programmatic data submissions. 4. Assessments, data submissions, along with evaluation information.	
Measurement of Expected Results	1. Progress Reports. 2. CDPHE received programmatic data submissions. 3. CDPHE received assessments, along with evaluation information.	
		Completion Date
Deliverables	1. The Contractor shall submit an action plan that includes each of the strategies selected and referenced in this Statement of Work.	No later than the first business day in March in the first budget period of the contract, and then the first business day in August, annually.
	2. The Contractor shall submit a signed action plan.	Within 15 calendar days after CDPHE approval of the initial or modified action plan.
	3. The Contractor shall submit CDPHE-approved Progress Report.	No later than 3/15 in the first budget period of the contract, and no later than 1/15 annually.

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing 2023*2302

Contractor Name	Gunnison County Department of Health and Human Services	**Program Contact Name, Title, Phone and Email**	Joni Reynolds Director of Health and Human Services 970-641-3244 jreynolds@gunnisoncounty.org
Budget Period	1/1/2023 - 6/29/2023	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise Finance Dept 970-641-7679 jwise@gunnisoncounty.org
Project Name	Cancer Prevention and Early Detection (CPED): Health Navigation and Clinical Services (HNCS)	**Contract (CT or PO) Number**	CT FHLA 2023*2302

Expenditure Categories

Personal Services
Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Number of Months	Total Amount Requested from CDPHE

Personal Services
Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Nurse	For HNCS: Participate in required training and education, and assist in increasing eligible population.	$ 38.50	$ 13.90	30.00	$1,572.00
Nurse Practioner	Participate in required trainings, webinars, patient care, other program related activities. Also performs clinical oversight.	$ 34.87	$ 12.50	31.00	$1,468.47
				Total Personal Services (including fringe benefits)	**$3,040.47**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Operating/supplies	For HNCS. Allowable purchase of supplies/operating items listed on the Health Navigation and Clinical Services allowable purchase document on the Cancer Prevention and Early Detection Funding Opportunities website: https://cdphe.colorado.gov/cancer/cancer-prevention-funding-opportunities/health-system	$ 400.00	1.00	$400.00
Postage	For HNCS. Postage for mailing of small media to targeted zip codes, reminder letters. Estimated at $0.65/each for a total of 50 pieces.	$ 0.65	50.00	$32.50
Registration	For HNCS. Registration costs for staff to attend relevant trainings, inlcuding the Colorado Health Navigator Assessment for health navigators. Estimated at $375.00/training for a total of 2 trainings.	$ 375.00	2.00	$750.00
Translation and Interpretation Services	For HNCS: Translation of outreach materials as needed for culturally and liguistically appropriate relevent small media and education materials to be distributed for educational benefits of the community. Interpretation during educational sessions and events and other meetings. Estimated at $22.50/item or event for a total of 25 items/events.	$ 22.50	25.00	$562.50

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing 2023*2302

Contractor Name	Gunnison County Department of Health and Human Services	**Program Contact Name, Title, Phone and Email**	Joni Reynolds Director of Health and Human Services 970-641-3244 jreynolds@gunnisoncounty.org
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Project Name	Cancer Prevention and Early Detection (CPED): Health Navigation and Clinical Services (HNCS)	**Contract (CT or PO) Number**	CT FHLA 2023*2302

Office Supplies	For HNCS: Office supplies (not included in indirect). Estimated at $16.66/month for 6 months.	$ 16.66	6.00	$99.96
Participant support costs	HNCS. Gift cards to reduce the barrier of adult or child care costs or food or grocery gift cards to reduce barriers to screening. Estimated $30.00/card for a total of 5 cards.	$ 30.00	5.00	$150.00
			Total Supplies & Operating	**$1,994.96**
Travel				
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
Meals	For HNCS. Per diem for meals for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Per diem is $66.00 per person per day for 5 days.	$ 66.00	5.00	$330.00
Mileage	For HNCS. Mileage for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Current mileage reimbursement rate is $0.65/mile for an estimated 200 miles.	$ 0.65	200.00	$130.00
Lodging	For HNCS. Lodging for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Estimated 1 person @ $200/night for 3 nights.	$ 200.00	3.00	$600.00
Participant travel expenses	For HNCS. Taxi, Uber and Lyft vouchers (3 x $20) or gas cards (3 x $20) to assist participants in traveling to health system for screening.	$ 20.00	6.00	$120.00
			Total Travel	**$1,180.00**
Contractual				
Subcontractor Name	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
Karen Adamson, WHNP	For HNCS: Colposcopy provider, to train staff in proper screeing procedures for WWC program requirements. $50.00/hour for an estimated 18 hours of training.	$ 50.00	18.00	$900.00
			Total Contractual	**$900.00**
			SUB-TOTAL OF DIRECT COSTS	**$7,115.43**
Indirect				
Item	**Description of Item**			**Total Amount Requested from CDPHE**
CDPHE-Negotiated Indirect Cost Rate	Gunnison County's indirect cost rate for CY2022 is 24.18% of Total Direct Costs excluding capital expenditures, rent and participant incentives.			$1,691.57
			Total Indirect	**$1,691.57**
			TOTAL	**$8,807.00**

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Federal Provisions – Colorado Cancer Prevention and Control

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**
   a. Subrecipient: **Gunnison County Department of Health and Human Services.**
   b. Subrecipient Unique Entity Identification Number:
      - SAM Unique Entity ID (UEI)**: NSN9FAGKEDJ9**
   c. The Federal Award Identification Number (FAIN) is **NU58DP007167**.
   d. The Federal award date is **5/26/2022**.
   e. The subaward period of performance start date is **6/30/2022** and end date is **6/29/2027**.
   f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
6/30/2022 - 6/29/2023	**$5,592,359.00**	**$4,333,418.00**

   g. Federal award title of project or program: **Colorado Cancer Prevention and Control** The name of the Federal awarding agency is: **Department Of Health And Human Services** and the contact information for the awarding official is **Karen Boone, Email: ikn7@cdc.gov, Phone: 770-448-3087**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Emily Kinsella, Women's Wellness Connection (WWC) Program Manager, emily.kinsella@state.co.us.
   h. The Catalog of Federal Domestic Assistance (CFDA) number is **93.898** and the grant name is **Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations**.
   i. This award **is not** for research & development.
   j. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
   k. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.
2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

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3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
10) **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
11) **Contract Provisions**. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
    a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
    b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
    c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
j. Where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
k. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
l. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
m. If applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
n. The Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument.

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CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

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

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

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Administrative Review; LUC-25-00020; Cox Teocalli

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The Applicant, 238 Teocalli LLC, represented by Aaron J. Huckstep, requests the approval of a Townhome Plat at 238 Teocalli Rd

Fiscal Impact:

Submitted by: Caroline Danielson **Submitter's Email Address:** cdanielson@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 10/2/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/2/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 10/7/2025

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Caroline Danielson, *Planner I*
(970) 641-7981
cdanielson@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners
RE: LUC-25-00020 | Administrative Review | Cox Teocalli Townhome Plat
Memo Date: September 30, 2025
Meeting Date: October 7, 2025

The Applicant, 238 Teocalli LLC, represented by Aaron J. Huckstep, requests the approval of a Townhome Plat at 238 Teocalli Rd, Crested Butte (Parcel # 3257-272-09-002) in Crested Butte South, as shown in Exhibit A. *Draft Plat.* No physical changes or development activities are proposed.

The two units have been constructed pursuant to BP-25-00059 issued on May 1, 2025. The building plans were approved by the Crested Butte South Property Owners Association on February 27, 2025. The units consist of approximately 1,950 square feet each, including the garages. The units share a party wall and are residential in nature. A party wall agreement is to be executed concurrently with the plat. Certificates of Occupancy were issued on September 29, 2025 (238 Teocalli Rd) and September 30, 2025 (244 Teocalli Rd).

Staff recommends that the Board approve the townhome plat and finds that the application complies with all applicable standards found in LUR Section 5-104: *Standards for Approval of Administrative Review Projects.*

> Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS
>
> 1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.
> 2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding rea.

The Townhome Plat was reviewed by planning staff and the County Attorney's Office on September 9, 2025 and was found to comply with the standards of Land Use Resolution SECTION 5-104.K: *Specifications for Condominium/Townhome Plats.*

Thank you,

Caroline Danielson

Planner I – Gunnison County Community and Economic Development

Exhibits
You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-25-00020. Click on "Attachments".

A. LUC-25-00020 - Draft Plat 07.10.2025

C:\Users\jeepn\OneDrive\Desktop\Bullfrog Survey\2025\25-110-V_238 Teocalli Townhome Plat\Dwg\25-110-V 238 Teocalli Townhome Plat REV1.dwg PLOT DATE: 2025-7-10 09:53 SAVED DATE: 2025-07-10 09:53 USER: jeepn

ATTORNEY'S OPINION

I, Aaron J. Huckstep, 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 238 TEOCALLI, LLC and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 12, 1901 IN BOOK 101 AT PAGE 248.

2. EASEMENT AND RIGHT OF WAY FOR CATTLE DRIVEWAY AS RESERVED IN WARRANTY DEED RECORDED OCTOBER 1, 1936 WITH THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO IN BOOK 245 AT PAGE 364, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS NOT DEFINED.

3. RESTRICTIVE COVENANTS WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN COVENANTS AND RESTRICTIONS OF CRESTED BUTTE SOUTH RECORDED AUGUST 26, 1970, IN BOOK 420 AT PAGE 404; IN CRESTED BUTTE SOUTH PROPERTY OWNERS' ASSOCIATION BOARD OF DIRECTORS CONCERNING THE AMENDMENT OF THE COVENANTS AND RESTRICTIONS OF CRESTED BUTTE SOUTH RECORDED JANUARY 21, 1983 IN BOOK 589 AT PAGE 304, AS RATIFIED BY INSTRUMENT RECORDED APRIL 28, 1992 IN BOOK 704 AT PAGE 1007; IN RESOLUTION CONCERNING THE INSTALLATION AND USE OF SATELLITE DISHES RECORDED DECEMBER 8, 1988 IN BOOK 661 AT PAGE 284; IN RESOLUTION CONCERNING THE USE AND INSTALLATION OF SOLID FUEL BURNING DEVICES RECORDED APRIL 27, 1990 IN BOOK 677 AT PAGE 578; IN RESOLUTION CONCERNING DOGS RUNNING AT LARGE RECORDED APRIL 27, 1990 IN BOOK 677 AT PAGE 581; IN RESOLUTION CONCERNING IMPOUNDED DOGS RECORDED NOVEMBER 20, 1990 IN BOOK 684 AT PAGE 901; IN RESOLUTION CONCERNING INDIVIDUAL WELLS AND SEWAGE DISPOSAL SYSTEMS RECORDED JUNE 8, 1993 IN BOOK 725 AT PAGE 218; IN RESOLUTION AMENDING THE COVENANTS AND RESTRICTIONS OF CRESTED BUTTE SOUTH RECORDED OCTOBER 22, 1993 IN BOOK 733 AT PAGE 740; IN RESOLUTION CONCERNING WELLS AND INDIVIDUAL SEWER DISPOSAL SYSTEMS RECORDED DECEMBER 15, 1994 IN BOOK 757 AT PAGE 223; IN AMENDMENT REGARDING REGULATION OF MODULAR OR FACTORY BUILT STRUCTURES RECORDED MAY 1, 1996 IN BOOK 782 AT PAGE 202; IN AMENDMENT REGARDING THE MINIMUM SIZE OF MULTI-FAMILY STRUCTURES RECORDED MAY 1, 1996 IN BOOK 782 AT PAGE 203; IN AMENDMENT REGARDING RESIDENTIAL USES ON COMMERCIAL PROPERTY RECORDED MAY 1, 1996 IN BOOK 782 AT PAGE 204; IN AMENDMENT REGARDING RESUBDIVISION RECORDED MAY 1, 1996 IN BOOK 782 AT PAGE 205; IN NOTICE OF AMENDMENT OF COVENANTS AND RESTRICTIONS OF CRESTED BUTTE SOUTH RECORDED NOVEMBER 22, 1996 UNDER RECEPTION NO. 472225; IN RESOLUTION CONCERNING THE PROVISION OF A LEGAL SURVEY AS AN ARCHITECTURAL SUBMITTAL REQUIREMENT RECORDED MARCH 27, 1998 UNDER RECEPTION NO. 482581; IN RESOLUTION CONCERNING SETBACKS FOR DRIVEWAYS, SEPTIC TANKS AND WELLS RECORDED APRIL 30, 1998 UNDER RECEPTION NO. 483318; IN RESOLUTION CONCERNING LOT APPEARANCE RECORDED OCTOBER 19, 1998 UNDER RECEPTION NO. 487930; IN RESOLUTION OF RULES AND REGULATIONS REGARDING DOGS RECORDED NOVEMBER 8, 1999 UNDER RECEPTION NO. 497644; IN AMENDED RESOLUTION CONCERNING BUILDING DEPOSITS RECORDED MARCH 22, 2001 UNDER RECEPTION NO. 509429; IN RESOLUTION REGARDING OUTDOOR COMMERCIAL VENDORS RECORDED SEPTEMBER 25, 2001 UNDER RECEPTION NO. 514482; IN RESOLUTION CONCERNING THE PROVISION OF THE USE OF METAL SIDING ON THE EXTERIOR OF BUILDINGS IN CRESTED BUTTE SOUTH RECORDED FEBRUARY 5, 2002 UNDER RECEPTION NO. 517978; IN RESOLUTION REGARDING FINES FOR VIOLATIONS OF COVENANTS RECORDED JUNE 23, 2003 UNDER RECEPTION NO. 531851; AND IN AMENDMENT TO COVENANTS AND RESTRICTIONS OF CRESTED BUTTE SOUTH RECORDED FEBRUARY 23, 2004 UNDER RECEPTION NO. 539220; IN RESOLUTION REGARDING THE ADOPTION OF A SHORT TERM RENTAL POLICY BY THE CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC. RECORDED MAY 22, 2018 UNDER RECEPTION NO. 653309; AND IN AMENDED AND RESTATED COVENANTS AND RESTRICTIONS FOR CRESTED BUTTE SOUTH RECORDED JANUARY 20, 2023 UNDER RECEPTION NO. 689469.

4. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CRESTED BUTTE SOUTH - FIRST FILING RECORDED AUGUST 26, 1970 UNDER RECEPTION NO. 280978. NOTE: EASEMENTS SHOWN ON THE PLAT ARE SUBJECT TO RELOCATION PURSUANT TO PROVISIONS OF "COVENANTS AND RESTRICTIONS" RECORDED AUGUST 26, 1970 IN BOOK 420 AT PAGE 404.

5. EASEMENT AND RIGHT OF WAY FOR ROADS OVER THE RIGHTS-OF-WAY IN CRESTED BUTTE SOUTH, ALL FILINGS, FOR ACCESS TO AND FROM LANDS OWNED BY CRESTED BUTTE HIGHLANDS, INC. AS GRANTED BY INSTRUMENT DATED SEPTEMBER 28, 1976 AND RECORDED MAY 12, 1977 WITH THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO IN BOOK 502 AT PAGE 237.

6. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 03-46 RECORDED SEPTEMBER 25, 2003 UNDER RECEPTION NO. 535203.

7. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 43, SERIES 2004 RECORDED JULY 20, 2004, UNDER RECEPTION NO. 544256.

8. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO RESOLUTION NO. 2008-38 RECORDED SEPTEMBER 03, 2008, UNDER RECEPTION NO. 586264 AND IN RESOLUTION NO. 2017-5 AMENDING RESOLUTION NO. 2008-38 RECORDED MARCH 8, 2017 UNDER RECEPTION NO. 645299.

9. ANY MATTERS DISCLOSED ON BOUNDARY MAP RECORDED JANUARY 20, 2011 UNDER RECEPTION NO. 603344.

10. TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS OF BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 2017-6 RECORDED MARCH 08, 2017 AT RECEPTION NO. 645298.

11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 14, SERIES 2020 REGARDING THE CRESTED BUTTE SOUTH SPECIAL AREA REGULATIONS RECORDED APRIL 07, 2020 UNDER RECEPTION NO. 665995; AND RECORDED SEPTEMBER 1, 2020 UNDER RECEPTION NO. 668955; AND IN RESOLUTION 2023-8 RECORDED MARCH 22, 2023 AT RECEPTION NO. 690075.

12. TERMS, CONDITIONS AND PROVISIONS OF CERTIFICATE OF ADMINISTRATIVE REVIEW APPROVAL RECORDED JANUARY 9, 2023 UNDER RECEPTION NO. 689295.

13. ANY MATTERS SHOWN ON TOPOGRAPHIC SURVEY CERTIFIED MARCH 21, 2007 PREPARED BY SCHMUESER GORDON MEYER, JOB #2007-205.001, SAID DOCUMENT STORED AS IMAGE 69840405 IN THE RECORDS OF LAND TITLE GUARANTEE COMPANY.

14. THOSE PROVISIONS, COVENANTS AND CONDITIONS, EASEMENTS AND RESTRICTIONS, WHICH ARE A BURDEN TO THE TOWNHOME UNITS IDENTIFIED ON THIS PLAT, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN THE TOWNHOME DECLARATION AND PARTY WALL AGREEMENT OF 238 TEOCALLI TOWNHOMES RECORDED _____, 2025, AT RECEPTION NO. _____.

Dated this _____ day of _____, 2025.

_____
Aaron J. Huckstep, Atty. No. 39898
Attorney-at-Law

PLAT OF
COX TEOCALLI TOWNHOMES
LOT 22, BLOCK 2,CRESTED BUTTE SOUTH SUBDIVISION, FIRST FILING
GUNNISON COUNTY, COLORADO

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

I/We 238 TEOCALLI, LLC (owner(s) of property) on behalf of myself/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 thereto. I/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 agrees 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.

BOARD OF COUNTY COMMISSIONER'S APPROVAL

THE WITHIN PLAT OF 238 TEOCALLI TOWNHOMES IS APPROVED THIS ___ DAY OF _____, 2025 AND THE PRIVATE DEDICATION OF ROADS AND COMMON AREAS IS APPROVED ON THE CONDITION THAT SUCH ROADS AND COMMON AREAS SHALL BE MAINTAINED AND SNOWPLOWED, BY AND AT THE EXPENSE OF THE UNIT OWNERS AND NOT BY GUNNISON COUNTY OR ANY OTHER PUBLIC AGENCY.

BY: _____
CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

ATTEST:
_____
GUNNISON COUNTY CLERK & RECORDER

DEDICATION

Know all men by these presents: That 238 Teocalli, LLC, being the owner(s) of the land described as follows:

We, 238 Teocalli, LLC being the owner of the land described as follows:

LOT 22, BLOCK 2, CRESTED BUTTE SOUTH - FIRST FILING, ACCORDING TO THE PLAT RECORDED AUGUST 26, 1970 AT RECEPTION NO. 280978,

COUNTY OF GUNNISON
STATE OF COLORADO

in Gunnison County, under the name of 238 TEOCALLI TOWNHOMES, has laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate to the public at large the streets, alleys, roads and other public areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

In witness whereof, the said 238 TEOCALLI, LLC _____ (Representative) has caused his name to be hereunto subscribed this _____ day of _____, 2025.

By: _____
(238 TEOCALLI, LLC Representative)

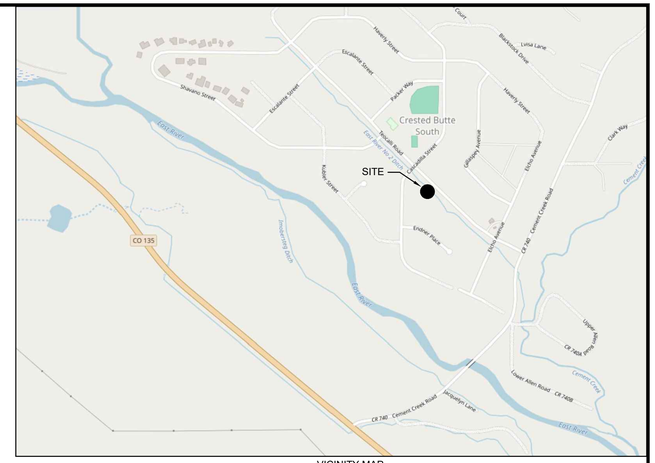
The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by _____ _____ (238 TEOCALLI, LLC Representative)

My commission expires on _____. Witness my hand and official seal.
_____ _____ (Seal)

Printed Name: _____
Notary Public

ADDITIONAL PLAT NOTES:

1) DOMESTIC ANIMALS MUST BE CONTROLLED BY KENNELING, LEASHING, FENCING OR OTHER PHYSICAL CONSTRAINT. ANY EXPENSE OF ENFORCEMENT OF THE DOMESTIC ANIMAL CONTROL RESTRICTIONS BY THE COUNTY SHALL BE AT THE EXPENSE OF THE RESPONSIBLE ASSOCIATION OR INDIVIDUAL.
2) PROPERTY OWNER IS REQUIRED TO CONSTRUCT AND MAINTAIN FENCING IN ORDER TO KEEP LIVESTOCK OFF HIS/HER PROPERTY PER C.R.S. 35-46-101
3) IRRIGATION DITCH OWNERS HAVE THE RIGHT TO ENTER THE DESIGNATED IRRIGATION DITCH MAINTENANCE EASEMENT, MAINTAIN THE DITCH, AND MAY LEAVE NATURAL DEBRIS ON THE BANK.



VICINITY MAP
(N.T.S.)

LAND SURVEYOR'S CERTIFICATE

I, Jeremiah D. Harness, being a registered land surveyor in the State of Colorado, do hereby certify that this plat and survey of Cox Teocalli was made by me and under my direction and supervision and that this plat accurately represents said survey to the best of my knowledge and belief. Survey Monuments were found or set at all boundary corners.

Dated this XX day of XXXX, 2025.

_____
Land Surveyor
Colorado registration number: 38758

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 _____, A.D. 2025, Reception No. _____. Time _____.

_____ _____,
Gunnison County Clerk & Recorder

Notice 13-80-105 C.R.S, as amended:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

PLAT OF
COX TEOCALLI TOWNHOMES
LOT 22, BLOCK 2,CRESTED BUTTE SOUTH SUBDIVISION, FIRST FILING
GUNNISON COUNTY, COLORADO

PLAT DATE:	7/10/2025
PROJ. #	24-177-SUR
CAD FILE:	25-110-V 238 Teocalli Townhome Plat REV1.dwg
DRAFTER:	JDH
FEILD DATE:	VARIES
FIELD CREW:	JDH
AREA:	0.39 ACRES
CLOSURE:	NA

JEREMIAH HARNESS
18236 KISER CREEK RD.
CEDAREDGE, CO. 81413
(970) 397-6544
JHARNESS@BULLFROGSURVEYING.COM

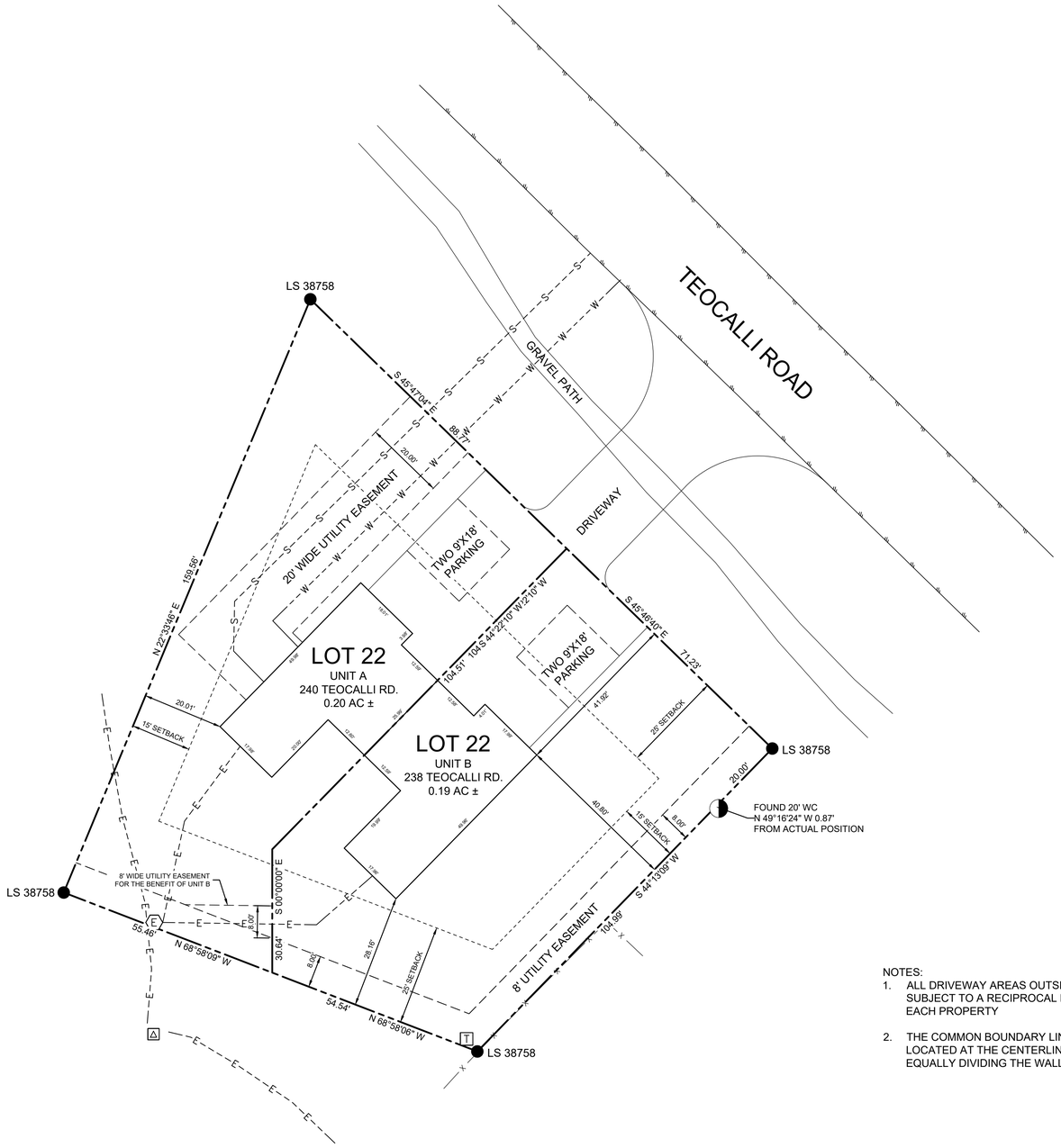
CLIENT:
CHRISTOPHER COX
238 TEOCALLI RD.
PLAT REC. NO. 280978

DRAWING NUMBER
V-1
1 OF 2

PLAT OF

COX TEOCALLI TOWNHOMES

LOT 22, BLOCK 2,CRESTED BUTTE SOUTH SUBDIVISION, FIRST FILING
GUNNISON COUNTY, COLORADO



N

16 0 16 32

SCALE IN FEET

SCALE: 1" = 16'
U.S. SURVEY FEET

LEGEND

- FD. SURVEY MONUMENT AS NOTED
- SET REBAR WITH PLASTIC CAP LS 38758
- ELECTRIC TRANSFORMER
- ELECTRIC UTILITY - PVC RISER
- TELEPHONE PEDESTAL
- EDGE OF ASPHALT
- BOUNDARY LINE
- BUILDING SETBACK
- UTILITY EASEMENT
- BURIED ELECTRIC
- BURIED SEWER
- BURIED WATER

NOTES:

1. ALL DRIVEWAY AREAS OUTSIDE OF PARKING SPACES ARE SUBJECT TO A RECIPROCAL EASEMENT FOR ACCESS BENEFITING EACH PROPERTY
2. THE COMMON BOUNDARY LINE BETWEEN ADJOINING UNITS IS LOCATED AT THE CENTERLINE OF THE SHARED PARTY WALL, EQUALLY DIVIDING THE WALL BETWEEN THE TWO UNITS.

Notice 13-80-105 C.R.S, as amended:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

PLAT OF
COX TEOCALLI TOWNHOMES
LOT 22, BLOCK 2,CRESTED BUTTE SOUTH SUBDIVISION, FIRST FILING
GUNNISON COUNTY, COLORADO

PLAT DATE:	7/10/2025
PROJ. #	24-177-SUR
CAD FILE:	25-110-V 238 Teocalli Townhome Plat REV1.dwg
DRAFTER:	JDH
FEILD DATE:	VARIES
FIELD CREW:	JDH
AREA:	0.39 ACRES
CLOSURE:	NA

BULLFROG SURVEYING
JEREMIAH HARNESS
18236 KISER CREEK RD.
CEDAREDGE, CO. 81413
(970) 397-6544
JHARNESS@BULLFROGSURVEYING.COM

CLIENT:
CHRISTOPHER COX
238 TEOCALLI RD.
PLAT REC. NO. 280978

DRAWING NUMBER
V-2
2 OF 2

C:\Users\jeepn\OneDrive\Desktop\Bullfrog Survey\2025\25-110-V_238 Teocalli Townhome Plat\Dwg\25-110-V 238 Teocalli Townhome Plat REV1.dwg PLOT DATE 2025-7-10 10:02 SAVED DATE 2025-07-10 10:01 USER: jeepn

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster; LUC-25-00026; Patricia Ramsey

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

A r

Fiscal Impact:

Submitted by: Aidan McComas **Submitter's Email Address:** AMcComas@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 10/1/2025

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

Comments:
Legally sufficient. SO 10/2/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/2/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2025

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

Agenda Date: 10/7/2025

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Aidan McComas
Planning Technician
(970) 641-7929
AMcComas@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners
RE: LUC-25-00026 | Lot Cluster | Patricia Ramsey
Date of Memo: 09.24.2025
Date Scheduled for BOCC: 10.07.2025

The Applicant, Patricia Ramsey, requests approval of a lot cluster as shown in Exhibit A. The vacant parcels, legally described as Lots 161, 162, 163, 164 (9.90 acres), and Lots 165, 166 (4.60 acres), Blue Mesa Subdivision - Unit 2, also known as 562 Castle Circle (Parcel # 4051-180-06-007) and 643 Cinnamon Trail (Parcel # 4051-180-06-021), are requested to be clustered to obtain a driveway permit from Cinnamon Trail property to the Castle Circle property, with the Cinnamon Trail access point being most effective owing to elevation and grade. The lot cluster was approved by the Blue Mesa Recreation Association and Architectural Control Committee. The referenced lots have not been formally clustered; they are assessed together solely for taxation purposes.

Staff has reviewed the lot cluster application for compliance with the applicable standards outlined in LUR Section 5-103: A. General Standards:

1. *COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.* **The application complies with all applicable standards.**
2. *COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact future development of the surrounding area.* **The proposed lot cluster would create a single 14.50-acre parcel. Surrounding parcels range from 2.0 to 7.40 acres; while larger, the resulting parcel supports reduced development density in an area designated for limited growth. The site lies outside of snowplow service, is distant from population centers, and near sage grouse habitat; conditions under which the Board has encouraged maintaining low density.**

The application provided was found to comply with the standards of Land Use Resolution Section 5-104.M, *Application Form for Lot Cluster*.

Staff recommends the Board approve the lot cluster as it will further maintain the character of the Blue Mesa Subdivision and reinforce lower density development away from population centers.

The lot cluster application was reviewed by planning staff and the County Attorney's Office on September 24, 2025.

Thank you,

Aidan McComas

Exhibits

You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-25-00026 . Click on "Attachments".

A. Site Plan
B. Lot Cluster Agreement and Declaration

BLUE MESA SUBDIVISION - Unit 2

Gunnison County Assessor's Property Record Search

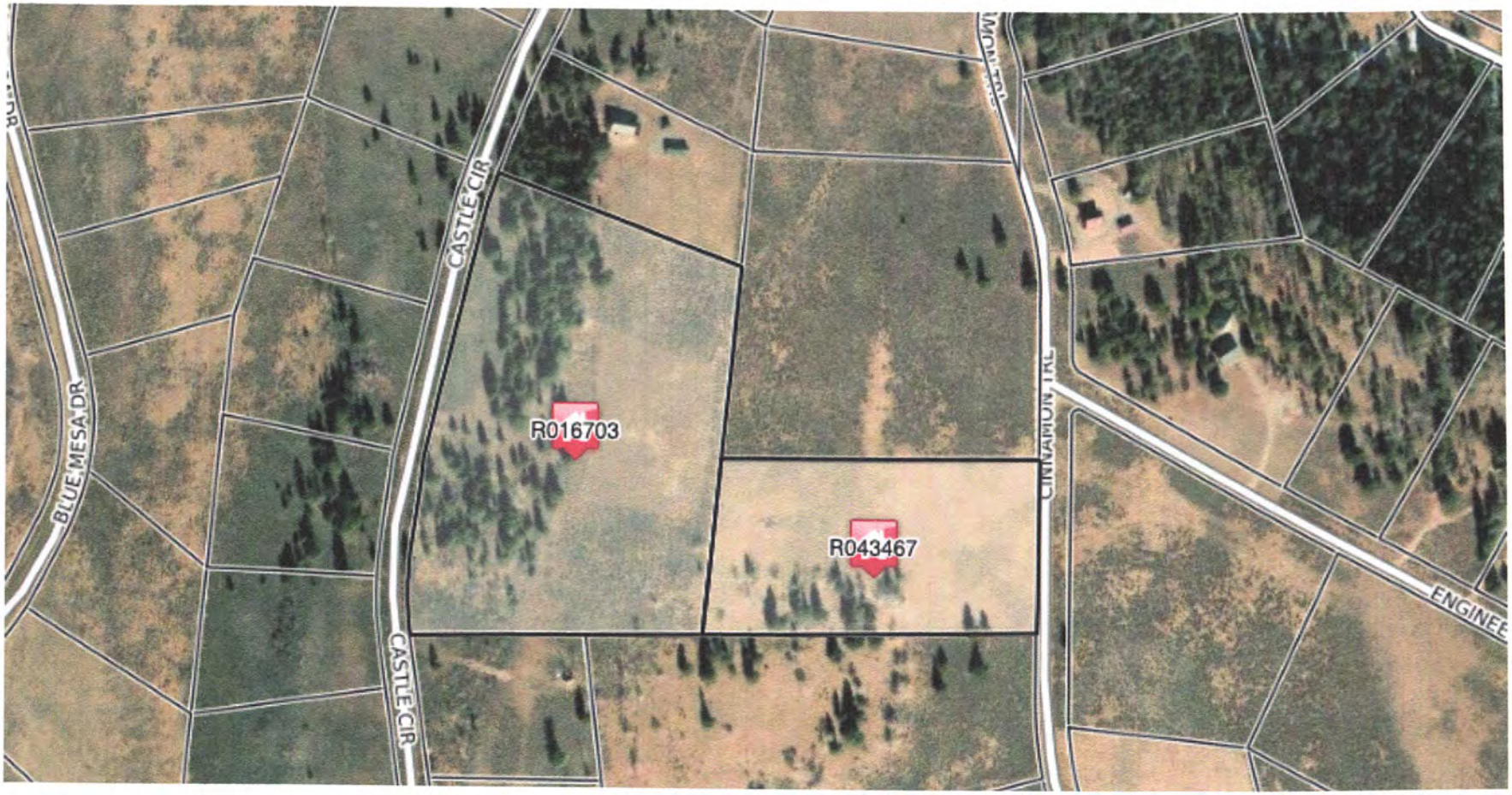
COLORADO

562 CASTLE CIR , BLUE MESA SUBDIVISION AREA Actual Value $67,

Account # R016703
Parcel # 405118006007
Owners RAMSEY PATRICIA A
Legal LOTS 161-164, BLUE MESA SUBDIVISION - UNIT 2

643 CINNAMON TRL , BLUE MESA SUBDIVISION AREA Actual Value $30,

Account # R043467
Parcel # 405118006021
Owners RAMSEY PATRICIA A
Legal LOTS 165 & 166, BLUE MESA SUBDIVISION - UNIT 2



198
2.3 ac.
160
2.5 ac.
161
2.5 ac.
163
2.0 ac.
164
2.0 ac.
162
3.4 ac.
165
2.6 ac.
166
2.0 ac.
167
4.2 ac.
168
3.2 ac.
CASTLE CIRCLE
CINNAMON TRAIL
S87°47'08"E
496.12
N69°30'58"W
497.69
S79°55'33"E
579.26
N76°40'16"W
528.01
N76°40'16"W
224.20
S13°19'44"W
498.80
S07°05'42"W
187.49
S84°09'51"E
312.40
N3°39'33"W
245.30'
N5°07'20"E
183.68'
N89°47'53"E
604.03'
289.03'
315'
5' UTILITY EASEMENT
(TYPICAL)
N00°12'07"W
279.05'
N89°21'47"E
315'
S00°12'07"E
738.30'
609.02'
276.66'
262.25'
516.42'
332.93'
367.17'
222.22'
180.29'
287.31'
285.00'
313.50'
558.80'
352.41'
Δ=14°50'47"
R=575.63
T=75.00
L=149.16
Δ=16°11'40"
R=702.88
T=100.00
L=198.67
S89°21'47"W
1205.41'
SW. COR. NW1/4
SW1/4 SEC.17
S89°03'23"W

GUNNISON COUNTY

LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting_____(filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and PATRICIA RAMSEY **(Owner)** _____ **(Owner)**

_____ **(Owner)** _____ **(Owner)**

RECITALS:

Legal Description: Complete – please attach if too long

1. LOTS 161-164, BLUE MESA SUBDIVISION - UNIT 2
   PARCEL NUMBER: 4051-180-06-007

2. LOTS 165-166, BLUE MESA SUBDIVISION - UNIT 2
   PARCEL NUMBER: 4051-180-06-021

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.

2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 8/25/2025 _____ **Owner**

Date: _____ _____ **Owner**

Date: _____ _____ **Owner**

Date: _____ _____ **Mortgage or Lien Holder**

STATE OF Colorado)
)ss
COUNTY OF Hinsdale)

The foregoing instrument was acknowledged before me this 25th day of August 2025 by Patricia Ramsey **(Owner/s).**

Witness my hand and official seal.

My Commission expires: July 15, 2029

HEATHER MARIE KUELLENBERG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164023144
MY COMMISSION EXPIRES JULY 15, 2029

Notary Public

Address:

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____20___ by _____ **(Mortgage/Lien Holder).**

Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

Address:

Date: _____

_____ _____ _____
Chairperson Vice-Chairperson Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

_____
Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Conservation Easement Letters of Support

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The Trust for Public Land requests letters of support for Phase 2 of the Stirrup Bar Ranch

Fiscal Impact: 0

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/18/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 10/7/2025

Revised April 2015

To: Board of County Commissioners
From: Mike Pelletier, GIS Manager
Date: October 7, 2025
RE: Support Letters for Phase 2 of the
Stirrup Bar Ranch conservation easement

Wade Shelton, Senior Project Manager with the Trust for Public Land, is requesting two letters of support for the Stirrup Bar Ranch, Phase 2 located in western Gunnison County and Montrose County. These letters are for funding requests to Colorado Parks and Wildlife, and to the USDA Natural Resource Conservation Service. They would like the letters before their October 9th submittal deadline.

The BoCC provided a support letter for Phase 1 back in March 2025. Also, they plan on submitting a funding request to the Land Preservation Fund later in October. Together phase 1 and 2 total over 9,000 acres and includes a diverse range of ecosystems. Supporting this project aligns very well with County goals and I recommend signing the support letters.

Included in the packet are two suggested support letters written by Wade with different recipients, various maps and photographs. The support letters do a good job of describing the project and Wade will join the meeting via Zoom to present the request.

GUNNISON COUNTY
COUNTY COMMISSIONERS

Gunnison County Board of County Commissioners
Phone: (970) 641-0248
Email: bocc@gunnisoncounty.org
Website: www.GunnisonCounty.org

October 7, 2025

Ms. Amanda Nims
Colorado Parks and Wildlife (CPW)
Real Estate Section – RFP Program
6060 Broadway
Denver, CO 80216

Re: Stirrup Bar Ranch Conservation Easement Phase 2 – CPW Colorado Wildlife Habitat Program Application

Dear Ms. Nims:

Thank you for your consideration of the Trust for Public Land's (TPL) and the Colorado Cattlemen's Agricultural Land Trust's (CCALT) application to Colorado Parks and Wildlife's (CPW) Wildlife Habitat Program to fund the second phase of a two phased conservation easement (CE) project on the Stirrup Bar Ranch. The proposed CE project will see the entire ranch permanently conserved along with the senior water rights needed to maintain the ranch operation. The first phase has already been fully funded by GOCO and USDA-NRCS and is expected to close this year. As the most ecological and agricultural significant privately held properties in the North Fork Valley, it is critical that this second phase of the project move forward now.

At over 9,000-acres with a diverse range of riparian, grassland, and forested habitat, and senior water rights, some of which are so senior they are not subject to the Colorado Compact, the Stirrup Bar plays a critical role in the North Fork Valley. Other ranch operations rely on the economy of scale that a larger operation like Stirrup Bar provides, ensuring that smaller farm and ranchland operations have access to the markets and resources they need to thrive, while not sandwiched between housing developments. Local wildlife populations rely on its year-round habitat in order to thrive, particularly the local elk herd. And the ranching family that owns Stirrup Bar has already demonstrated their commitment to conservation by already conserving over 4,168-acres of the ranch via a CE.

Furthermore, the owners of Stirrup Bar have worked extensively with local, statewide and federal public partners like CPW the local NRCS Office, and the Colorado State Forest Services (CSFS) and the U.S. Forest Service (USFS) to restore its riparian, grass and forested habitat, and to employ management practices that compliment adjacent and nearby public land throughout the area.

However, like all working agricultural families, the value of Stirrup Bar's land and water make it challenging to pass onto the next generation, particularly as the North Fork Valley's land and water markets continue to grow with more and more demand for water rights for development purposes and developable land. Put bluntly, we are rapidly nearing a point where the value of the ranch's land and water rights will make conserving the ranch cost prohibitive.

Fortunately, the next generation of Stirrup Bar wants to continue to own and manage the ranch long term, but they must conserve the ranch in order to ensure that they have the financial resources to do so. As a result, it is paramount that this second and final phase of the CE project be completed by the end of 2026, with CPW funding critical to that success.

Thank you for your time and consideration.

Sincerely,
Gunnison County Board of Commissioners

_____	_____	_____
Laura Puckett Daniels, Chairperson	Jonathan Houck, Commissioner	Liz Smith, Commissioner

GUNNISON COUNTY
COUNTY COMMISSIONERS

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October 7, 2025

Mr. Clint Evans
State Conservationist
USDA Natural Resources Conservation Service
Denver Federal Center
Building 56, Room 2604
P.O. Box 25426
Denver, CO 80225

Re: Stirrup Bar Ranch Conservation Easement Phase 2 - NRCS-ACEP Application

Dear Mr. Evans:

Thank you for your consideration of the Trust for Public Land's (TPL) and the Colorado Cattlemen's Agricultural Land Trust's (CCALT) application to the USDA-NRCS Agricultural Conservation Easement Program (ACEP) to fund the second phase of a two phased conservation easement (CE) project on the Stirrup Bar Ranch. The proposed CE project will see the entire ranch permanently conserved along with the senior water rights needed to maintain the ranch operation. The first phase has already been fully funded by GOCO and USDA-NRCS and is expected to close this year. As the most ecological and agricultural significant privately held properties in the North Fork Valley, it is critical that this second phase of the project move forward now.

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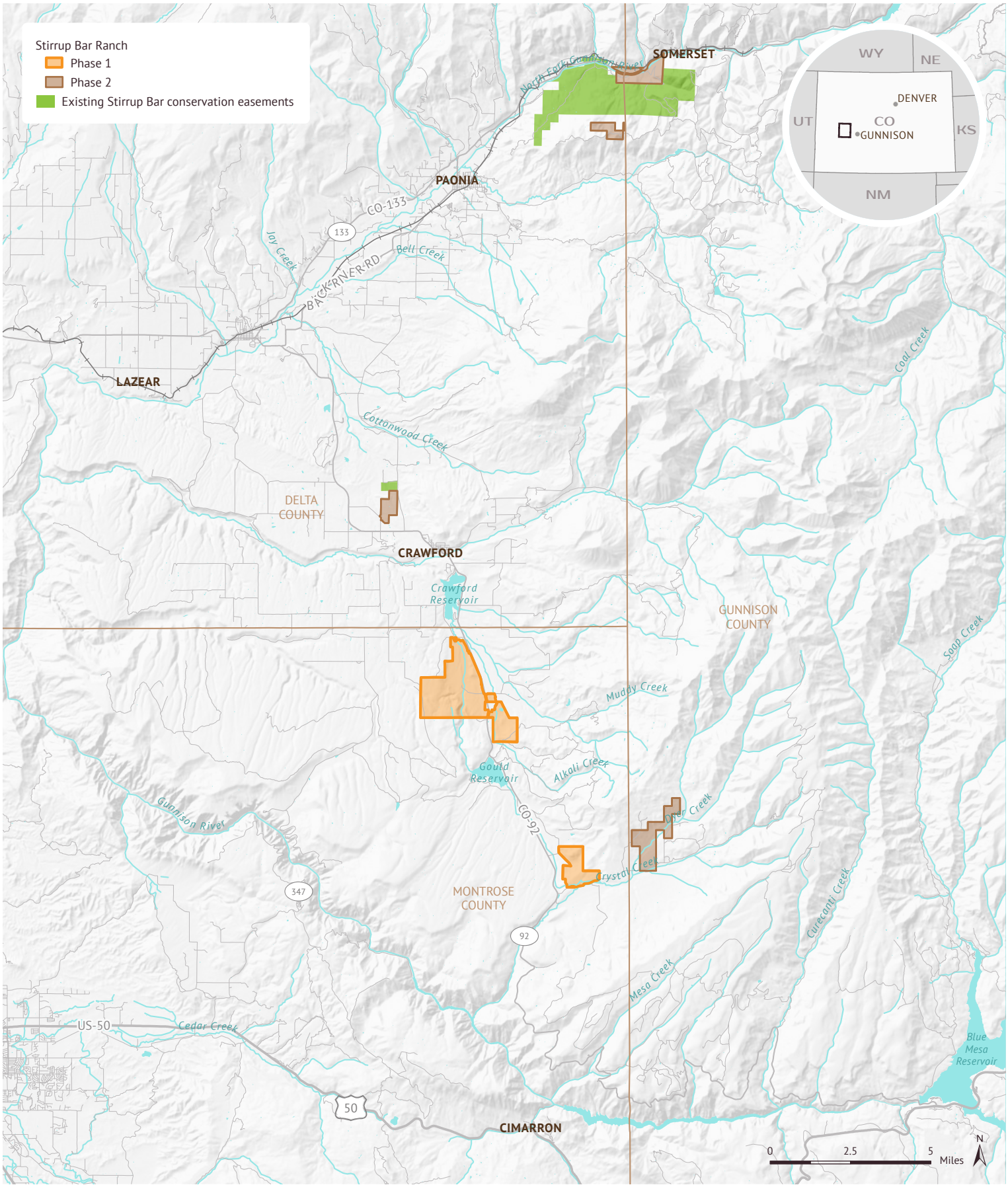
Fortunately, the next generation of Stirrup Bar wants to continue to own and manage the ranch long term, but they must conserve the ranch in order to ensure that they have the financial resources to do so. As a result, it is paramount that this second and final phase of the CE project be completed by the end of 2026, with USDA-NRCS funding critical to that success.

Thank you for your time and consideration.

Sincerely,
Gunnison County Board of Commissioners

_____	_____	_____
Laura Puckett Daniels, Chairperson	Jonathan Houck, Commissioner	Liz Smith, Commissioner



Stirrup Bar Ranch

MONTROSE, DELTA, AND GUNNISON COUNTIES

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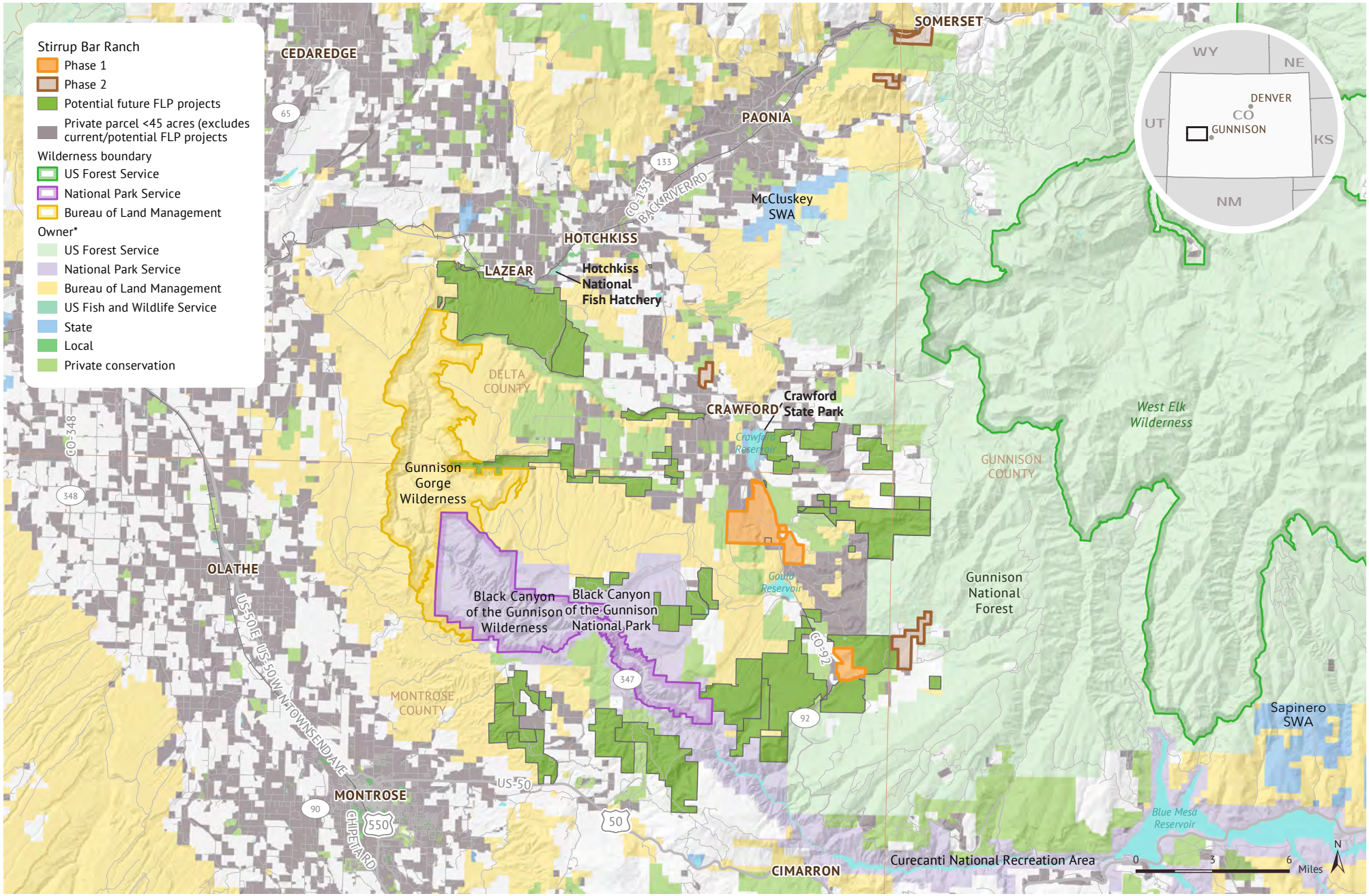

Development presure

STIRRUP BAR RANCH, MONTROSE, DELTA, AND GUNNISON COUNTIES, COLORADO

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