



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

**INFORMAL REQUEST FOR PROPOSAL
COVER PAGE**

IRFP Number:	6875-18
IRFP Title:	Caribou Ranch Sherwood Gulch and Upper Sherwood Gulch Cultural Resource Survey
Pre-Proposal Meeting:	N/A
IRFP Inquiries Due:	Monday, August 13, 2018 by 2:00 p.m.
Submittal Due Date:	Monday, August 20, 2018 by 2:00 p.m.
Email Address:	purchasing@bouldercounty.org
Documents included in this package:	Proposal Instructions Terms and Conditions Insurance and W-9 Requirements Specifications Submittal Checklist Evaluation Criteria Bid Tab Signature Page Project Area Map Project Area Slope Analysis Map Project Area Access Map Caribou Ranch–Sherwood Gulch Land Survey Plat Map Project Area Cultural Resource Photos State of Colorado Grant Agreement CLG Grant Application Consultant Specifications Sample Confidentiality and Sensitive Information Agreement Sample Addendum to the Contract (State Office of Management and Budget) Sample Contract



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PROPOSAL INSTRUCTIONS

BACKGROUND:

The Boulder County Parks and Open Space Department is seeking proposals to complete a block type Class III Cultural Resource Survey on the Caribou Ranch-Sherwood Gulch and Upper Sherwood Gulch Open Space properties located in southwest Boulder County. Combined, the open space properties total 190 acres. The Class III survey project will allow Boulder County staff to make informed cultural resource management decisions with the information produced as part of this project, while promoting a positive historic preservation message to the public.

CONTRACT LANGUAGE:

The successful proposer will be required to enter into a Contract for Services and meet all insurance requirements as required prior to any work beginning.

In the event the selected contractor is unable to commence work as agreed to, the Boulder County Commissioners may rescind the award and proceed to award the contract to another proposer based on IRFP # 6875-18, re-bid the work, or proceed in any lawful manner the County deems necessary.

This project is supported by Federal funds from the National Historic Preservation Act, administered by the National Park Service, United States Department of the Interior for History Colorado and the State of Colorado Department of Higher Education, Colorado Historical Society, dba History Colorado, CO-18-012, and the Historic Preservation Fund pass-through, combined with an internal History Colorado, State Historical Fund and a cash match from Boulder County. A copy of the grant agreement is attached to this RFP. This project and associated contract will be subject to the terms and conditions of this Grant Agreement and its requirements.

The successful proposer shall execute the attached addendum as part of any contract with the county, and comply with all National Historic Preservation Act, administered by the National Park Service, United States Department of the Interior for History Colorado and the State of Colorado Department of Higher Education, Colorado Historical Society, dba History Colorado requirements set forth in that addendum. Specifications and a sample contract with the **Office of Management and Budget Post Federal Award Requirements for Procurement Contracts** are attached.

The selected contractor will comply with all state and local licensing requirements, including but not limited to, filing the State of Colorado Statement of Foreign Entity Authority paperwork, if the contractor is not a Colorado company.

Contractor shall be authorized to do business in the State of Colorado and shall provide the County with a current **Certificate of Good Standing** evidencing such authorization. Furthermore, Contractor shall be responsible for all applicable sales and employment taxes.

The grant funded project will require the selected Contractor to adhere to the **Office of Management and Budget Post Federal Award** Program Requirements for Procurement Contracts; therefore, all invoices submitted to Boulder County must contain sufficient information detailing expenses. Invoices shall be submitted on company letterhead and include, but not limited to, depending on activity completed, project name, date(s), description of work performed, quantity of materials purchased, if applicable, number of material units purchased, if applicable, rate per hour, number of hours worked, mileage, mileage rate, administrative fees and complete site address of the project as awarded by the County.

The selected contractor will be required to be in good standing with the Federal Government, any agency that is not in compliance or in violation of Federal law will not be considered by Boulder County. Boulder County will not conduct business with any entities listed on the **Federal Debarment Checklist**.

Boulder County is an Equal Opportunity Employer and no otherwise qualified individual and/or company shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment or selection for this Project.

RECORDS:

The Contractor agrees to maintain such records and follow such procedures as may be required under the State's Historical Society Program and any such procedures as Boulder County may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Contractor for a period of three (3) years after final audit of Boulder County's project, unless a longer period is required to resolve audit findings or litigation. In such cases, Boulder County shall request a longer period of record retention.

Boulder County and other authorized representatives of the state and federal government shall have access to any books, documents, papers and records of the Contractors which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.

Boulder County and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Contractors involving transactions related to this local program and contract.

SAM.GOV REGISTRATION:

Please provide a copy of your business' registration in sam.gov with your proposal.

DUNS NUMBER:

Please provide your business' DUNS number with your proposal.

PRE-PROPOSAL MEETING:

A Pre-proposal meeting will NOT be held for this Project.

ATTACHMENTS:

The following documents are part of this RFP:

1. Attachment A: Project area map
2. Attachment B: Project area slope analysis map
3. Attachment C: Project area access map
4. Attachment D: Caribou Ranch – Sherwood Gulch land survey plat map
5. Attachment E: Project area cultural resource photos
6. Attachment F: State of Colorado Grant Agreement
7. Attachment G: CLG Grant Application
8. Attachment H: Consultant specifications
9. Attachment I: Sample confidentiality and sensitive information agreement
10. Attachment J: Sample Addendum to the Contract (State Office of Management and Budget)
11. Attachment K: Sample contract

WRITTEN INQUIRIES:

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **Monday, August 13, 2018**. A response from the county to all inquiries will be posted and sent via email no later than **Thursday, August 16, 2018**.

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

SUBMITTAL INSTRUCTIONS:

Submittals are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on Monday, August 20, 2018**.

Your response can be submitted in the following ways. **Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.**

Email purchasing@bouldercounty.org; identified as **IRFP # 6875-18** in the subject line.

-OR-

US Mail One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **IRFP # 6875-18**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

All IRFPs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their Request for Proposal response is received on time at the stated location(s). Any IRFPs received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all IRFPs, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the Administrative Services Information Desk prior to the time indicated in the "Request for Proposals."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Proposals submitted in response to this "Request for Proposals" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on

the use or inspection of material contained within the proposal and any resulting contract will be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the Energy Star and meet the Energy Star specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS:

General Liability \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products Completed Operations Aggregate
 3 years Products/Completed Operations

Automobile Liability \$1,000,000 Each Accident
 *Including Hired & Non-Owned Auto

Worker's Compensation and Employer's Liability
 Statutory limits

Professional Liability or Errors and Omissions
 \$1,000,000 Per Loss
 \$1,000,000 Aggregate
 Coverage maintained or extended discovery period for 2 years

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

W-9 REQUIREMENT:

Please provide a copy of your business's W-9 with your proposal.



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SPECIFICATIONS

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The Class III Cultural Resource Survey will consist of an intensive level pedestrian inventory of both the Caribou Ranch – Sherwood Gulch and Upper Sherwood Gulch properties.

The Class III cultural resource survey will document all cultural resources over fifty (50) years of age. The majority of the historic sites are anticipated to relate the area's hard rock mining history. The mining sites historic significance could be established using the guidance of the 2007 Amendment to the Metal Mining and Tourist Era Resources of Boulder County Multiple Property Documentation Form. This document is available online from the Office of Archaeology and Historic Preservation (OAHP) at <https://www.historycolorado.org/sites/default/files/media/document/2017/623amend09.pdf>.

There is no additional funding for any activities outside the project's scope of work such as: limited test excavations for archaeological sites, in-depth archival research or National Register of Historic Places nomination forms or amendments. Only the extent of the linear resources in the defined project will be required to be recorded.

The OAHP technical project advisor, Todd McMahon, will provide permission to record isolated mining features or prospectors pits on Isolated Find forms.

No public presentations are required for this project. Boulder County staff will complete the required public presentations.

CONTRACTOR'S RESPONSIBILITY:

1. The selected Contractor shall procure and be responsible for all OAHP archaeological permit(s) necessary for the lawful performance of the services under this project. A survey only permit with curation agreement with Boulder County will be required. Boulder County is a state approved repository for archaeological collections collected off of Boulder County Open Space. Boulder County's permit expires February 29, 2020 and will be renewed.
2. Conduct OAHP file search and literature review to determine if any previously recorded cultural resources are located within the project area and if any previous inventories have been conducted within the area.

3. Conduct an intensive level pedestrian survey in accordance with The Secretary of Interior's Standards and Guidelines for Identification and Evaluation, published September 29, 1983 in the Federal Register. The survey also must follow the standards provided by History Colorado in the Colorado Cultural Resource Survey Manual (revised 2007). All survey work shall be completed to both standards.
4. Prepare all site forms for each archaeological and historic site(s) identified during the course of the project in accordance with The Secretary of Interior's Standards and Guidelines for Identification and Evaluation and the standards provided by History Colorado in the Colorado Cultural Resource Survey Manual (revised 2007). The selected Contractor must use survey and site forms provided by History Colorado and include their official state site numbers (Smithsonian Trinomial) on each site form. Photographs shall be properly labeled in accordance with the Colorado Cultural Resource Survey Manual (revised 2007).
5. Prepare cultural resource survey report in accordance with format and content requirements outlined in the Colorado Cultural Resource Survey Manual (revised 2007). The survey report must include the required following Federal acknowledgement verbatim:

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

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

6. Included in the final survey report shall be a USGS 7.5' quad map which clearly delineates the project boundaries. The map shall also identify individual properties or districts that appear to meet the National Register criteria. The survey report shall also include a listing of all the properties surveyed with their official state site numbers (Smithsonian Trinomial) and an evaluation of their significance. The USGS 7.5' quad map outlining the survey boundary should also contain a key that identifies the boundaries of eligible districts, contributing and non-contributing properties, and individually eligible properties. Each resource recorded during the project should be clearly identified on the map by the state site number.
7. The selected Contractor must meet the Secretary of the Interior's Professional Qualification

Standards as described in 36 CFR 61, "Procedures for Approved State and Local Government Historic Preservation Programs, April 13, 1984" or otherwise approved by History Colorado. All tasks must be performed under the supervision of a Principal Investigator (PI) trained to the Master's (M.A.) or Doctorate (Ph.D.) competence level in anthropology/archaeology or closely related discipline. The selected Contractor Principal Investigator must exhibit a demonstrable background in dealing with Colorado archaeology with a minimum of one (1) years' experience, and documented success in the administration and completion of projects of a similar nature. Other key personnel, specifically including field supervisors and crew chiefs, or individual in direct charge at all times, must have demonstrable experience and college-level training in archaeology relevant to Colorado, experience in survey, excavation techniques, analyses of archaeological materials, and report preparation.

8. Prior to initiating work on the project, the selected Contractor must contact the appropriate Boulder County staff to discuss project approach and coordinate schedules to ensure that the Cultural Resource Specialist is available to assist with fieldwork.

BOULDER COUNTY'S RESPONSIBILITY:

Throughout the project, Boulder County shall:

1. Notify the selected Contractor with a contract and purchase order to proceed with the work described herein and designate a person to act as the County's representative with respect to the services related to this project.
2. Assist the selected Contractor by placing, at his or her disposal, all available information pertinent to the project including cultural resource survey reports, photos, GPS coordinates, GIS maps, and any other data relative to the project area.
3. Arrange for access for the selected Contractor to enter upon the project areas and provide for parking areas as required for the performance of their work.

PROJECT AREA LOCATION AND ACCESS:

All the lands to be surveyed are located in Boulder County in Township 1S, Range 73W, Sections 11 and 12. Caribou Ranch-Sherwood Gulch is 176.514 acres and Upper Sherwood Gulch is 14 acres. A 2013 land survey was completed for the Caribou Ranch-Sherwood Gulch property, but no survey has been done for the Upper Sherwood Gulch property (see Attachment D). The project area is located within forested areas and meadows at elevations between 8,300 and 8,600 feet.

There are two (2) primary access routes to the project area that are identified on the project area access map (see Attachment C). A 4 x 4 vehicle with high clearance is recommended for all access routes.

1. From the east via County Road 126: Accessed off the Peak to Peak Highway, County Road 126 is a dirt road that provides access to both the northern and western parts of the Caribou Ranch - Sherwood Gulch and Upper Sherwood Gulch properties. County Road 126J is a dirt road off County Road 126 that allows for interior access to the Caribou Ranch - Sherwood

Gulch property and contains a wide open dirt area for parking. Boulder County will provide the gate key to County Road 126J.

2. From the east via County Road 128W (also known as Indian Peaks Road): Accessed off the Peak to Peak Highway, County Road 128W is a paved road that provides access to the southern boundary of the Caribou Ranch - Sherwood Gulch property through a United States Forest Service parcel that borders County Road 128W.

SLOPE ANALYSIS:

Boulder County estimates that a large percentage of the survey project area can be safely walked by a field crew. In the event that the Contractor determines an area is unsafe to provide 100 percent survey coverage due to steep or unsafe slopes, the Contractor and the County will decide upon the best approach to complete a sample survey area.

CULTURAL RESOURCE SURVEYS:

The project area has not been previously surveyed; however, OAHP GIS data indicates the following cultural resource surveys are adjacent to the project area:

1. BL.LG.R114 - The Caribou Open Space Archaeological Survey, Cultural Resources Inventory for Parks and Open Space Department, Boulder County, Colorado, Volumes I and II (2006).
2. BL.FM.R1 - Boulder County Wildfire Mitigation Project, Mud Lake, Boulder County, Colorado: Results of an Intensive Cultural Resources Inventory (2014).

Boulder County can provide access to the survey reports and site forms listed above upon request from the selected Contractor.

CULTURAL RESOURCE SITES:

There are two (2) previously recorded historic archaeology sites in the project area. The Division of Reclamation, Mining and Safety (DRMS) recorded both sites in 1986 as part of a mine closure project. The sites are the Conger Mine (5BL.527 – original recording 1977) and the Quay Mine (5BL.1605). Due to the age and poor quality of the site forms, both sites will need to be newly recorded for this project.

According to DRMS there are three (3) unrecorded mine sites in the project area - Primos Mine, Beddig Mine and the Junior shaft. All three (3) mine sites will need to be newly recorded. There are no known complete standing buildings.

A previously unrecorded segment of the Switzerland Trail of America (5BL.358.1, National Register of Historic Places 1980) crosses through the northwest and western portions of the project area. The Switzerland Trail of America railroad grade is now identified as County Road 126. This is an actively used dirt track road, mostly by recreational users. The Switzerland Trail of America segment located in the project area will need to be newly recorded for this project. National Register nomination amendments are not part of this scope of work.

It is anticipated other mining features, railroad features and dirt roads could be located within the project area.

PROJECT ADMINISTRATION:

Boulder County is the contracting agency for this project with grant funds allocated by History Colorado through their Certified Local Government grant program. All work will be subject to review and approval by the County and History Colorado.

PROJECT INITIATION:

Boulder County will work with the selected Contractor to finalize schedules, work scope assumptions, access and other details. Preliminary perceptions of the key issues, priorities and expectations, and an overview of the existing policy and regulatory framework will be discussed.

PROJECT SCHEDULE (subject to change):

The selected Contractor shall perform services in a manner satisfactory and acceptable to Boulder County and History Colorado. After acceptance of the Contractors final report and site forms by the County and History Colorado, the services of the Contractor will be considered complete.

The contract period for the project is anticipated to be from September 2018 through February 28, 2019. Fieldwork dates are dependent on when the ground is at least 80% or more snow free. Work for this project may be completed sooner; however, additional time is allowed within the contract period for unanticipated delays.

The selected Contractor's work hours will not be limited to defined days of the week or number of hours. The Contractor will need to follow all Boulder County Parks and Open Space Rules and Regulations while on the properties. Rules and regulations can be viewed online at: <https://www.bouldercounty.org/open-space/parks-and-trails/rules-and-regulations/>

PROJECT DELIVERABLES:

A project kick off meeting between Boulder County, History Colorado and the selected Contractor will be held on or before **Tuesday, September 18, 2018**. This meeting is anticipated to be a telephone conference call.

1. The project area post field work letter is due to Boulder County on or before 4:00 p.m. on **Thursday, September 27, 2018**.
2. The draft survey report and draft site forms are due to Boulder County on or before 4:00 p.m. on **Monday, October 29, 2018**.
3. Two (2) spiral bound or stapled color hardcopies of the final survey report, two (2) color copies of site forms, PDF files of both site forms and survey report, and spatial data are due to Boulder County on or before 4:00 p.m. on **Thursday, November 29, 2018**.

GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA:

Contractors agree that the following, specified data formats, shall be used and/or adhered to when submitting required data to the County:

- a. All GIS data must be ArcGIS 10.x compatible. Shapefiles may be accepted with written, pre-approval, from the County.
- b. All GIS data must have complete metadata, following Boulder County GIS Metadata Standards located at:
<https://assets.bouldercounty.org/wp-content/uploads/2018/03/metadata-standards-contractors.pdf>
- c. All Computer Aided Design (CAD) files must have an assigned real world coordinate system to ensure compatible conversion into the County’s GIS system, if necessary.
- d. All spatial or georeferenced data will be provided to the County in the following coordinate system:
 - i. Name:
NAD 1983 HARN State Plane
Colorado North FIPS 0501 Feet
 - ii. Unit:
Foot US
 - iii. Projection:
Lambert Conformal Conic
 - iv. Horizontal Datum:
North American Datum 1983 HARN
 - v. Vertical Datum:
North American Vertical Datum 1988
 - vi. Spheroid:
GRS
1980

CONTRACTORS SPECIFICATIONS AND DATA SHARING AGREEMENT FOR CULTURAL RESOURCE DATA:

See Attachment G for a sample data sharing agreement that will be presented and must be signed by the Contractor prior to receipt of any data.

CONFLICT OF INTEREST:

Any party that has developed, designed or drafted specifications, requirements, statements of work and/or has participated in planning activities for this Project may be excluded from consideration for the award of this Project.

CHANGE ORDERS:

Any change orders, modifications or additional services to this Project will not be accepted or allowed due to the limits of the total maximum grant award and funds available for completion of the Project. The total project maximum allotment will be \$22,320.00. It is the responsibility

of the Contractor to ensure the total cost breakdown is listed in the provided bid tab. Bid tab substitutions and reproductions are not acceptable.

OVERNIGHT CAMPING:

Boulder County prohibits any overnight camping; all operational staff, including designated security staff, are not authorized to be present at Project site from sunset to sunrise, the open space property will remain closed during these hours to the contractor and its subcontractors and/or designated representatives and/or agents, unless specifically authorized by Boulder County Parks and Open Space representative. Nearby US Forest Service Lands do have available camping opportunities if necessary.



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SUBMITTAL SECTION

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Informal Request for Proposal (IRFP) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Name of your company / organization
	Type of organization (Corporation, Partnership, etc.)
	Address
	Name and Address of the Partners and Subcontractors if applicable
	Contact Person(s)
	Telephone, fax, and email
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	Experience and qualifications
	Project approach
	Technical proposal
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	DUNS number
	Certificate of Good Standing
	Proof of SAMs registration
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- Total cost
- Ability to provide quality products and services
- Qualifications, commitment and experience of the vendor
- Ability to meet timeline
- Familiarity with the type and number of cultural resources likely to be found (please include the number of resources (sites, IFs, linear features) estimated to be recorded)
- Technical approach to the project
- Information presented in proposal
- Reference checks

The project award will be decided approximately two (2) weeks after the submittal deadline. History Colorado shall have the opportunity to participate in the selection of the contractor hired to conduct any portion of this project; however, the County holds the final decision for selecting the Contractor.

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:

Description	Points
Total cost	25
Ability to provide quality products and services	15
Qualifications, commitment and experience of the vendor	15
Ability to meet timeline	15
Familiarity with the type and number of cultural resources likely to be found	10
Technical approach to the project	10
Information presented in proposal	5
Reference checks	5
Total Possible	100



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BID TAB SECTION

<u>Item Number</u>	<u>Item Description</u>	<u>Cost</u>
1.	Contracted pre-field work tasks and project management	\$ _____
2.	OAHP file search	\$ _____
3.	Review existing documentation, photos and other information sources	\$ _____
4.	Conduct archival research	\$ _____
5.	Complete fieldwork, including photography, and spatial data collection	\$ _____
6.	Draft post fieldwork letter	\$ _____
7.	Draft site forms and survey report	\$ _____
8.	Final site forms and survey report	\$ _____
9.	Prepare GIS data per county requirements and draft maps	\$ _____
10.	Photocopies and office supplies	\$ _____
11.	GPS equipment rental fee	\$ _____
12.	Mileage	\$ _____
	BID TOTAL	\$ _____

Company Name

Name of person and title submitting IRFP (PLEASE PRINT)

Signature of Proposer



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SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

By signing below I certify that:

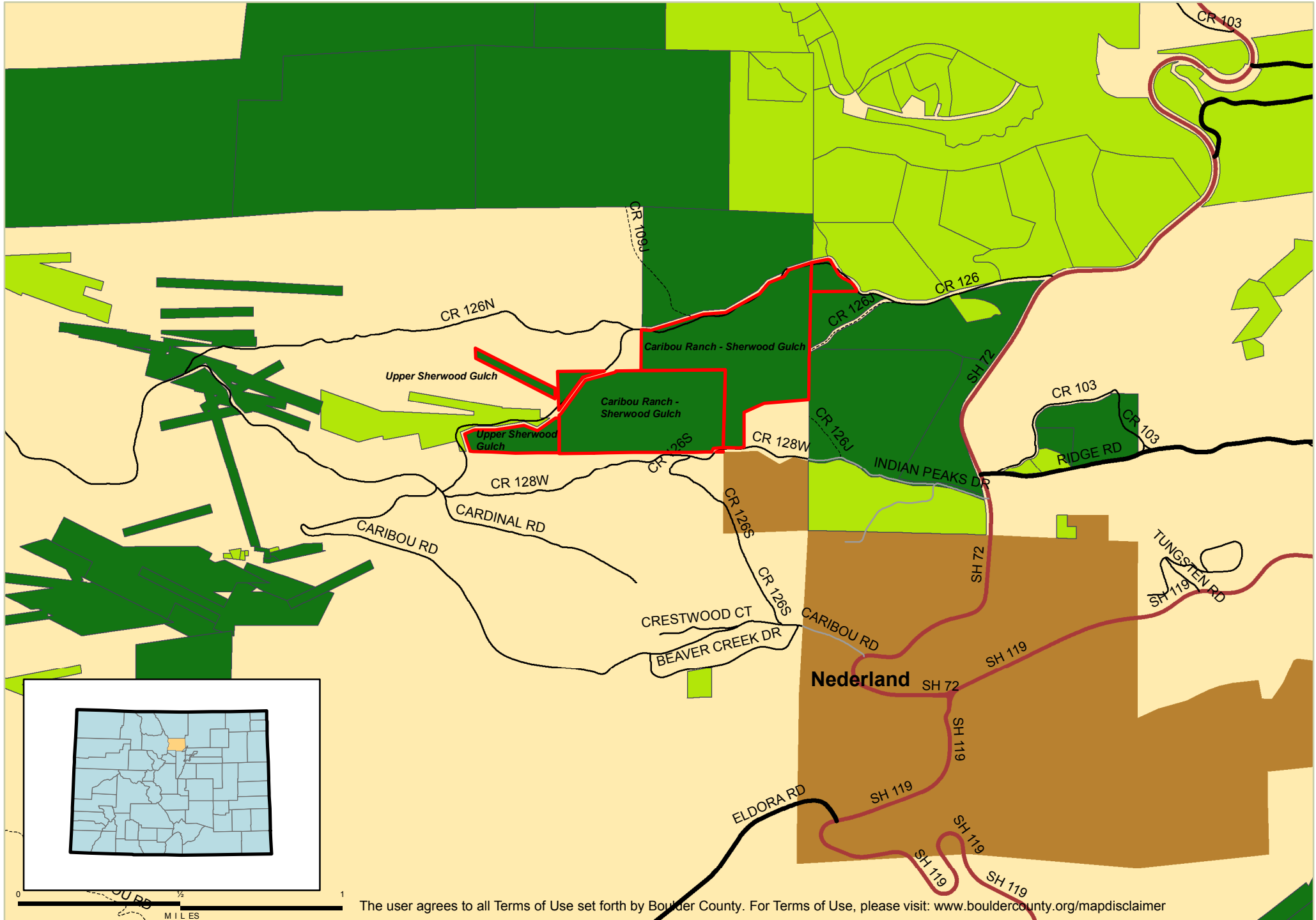
I am authorized to bid on my company's behalf.
 I am not currently an employee of Boulder County.
 None of my employees or agents is currently an employee of Boulder County.
 I am not related to any Boulder County employee or Elected Official.
 (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
 Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

Attachment A: Project Area Map

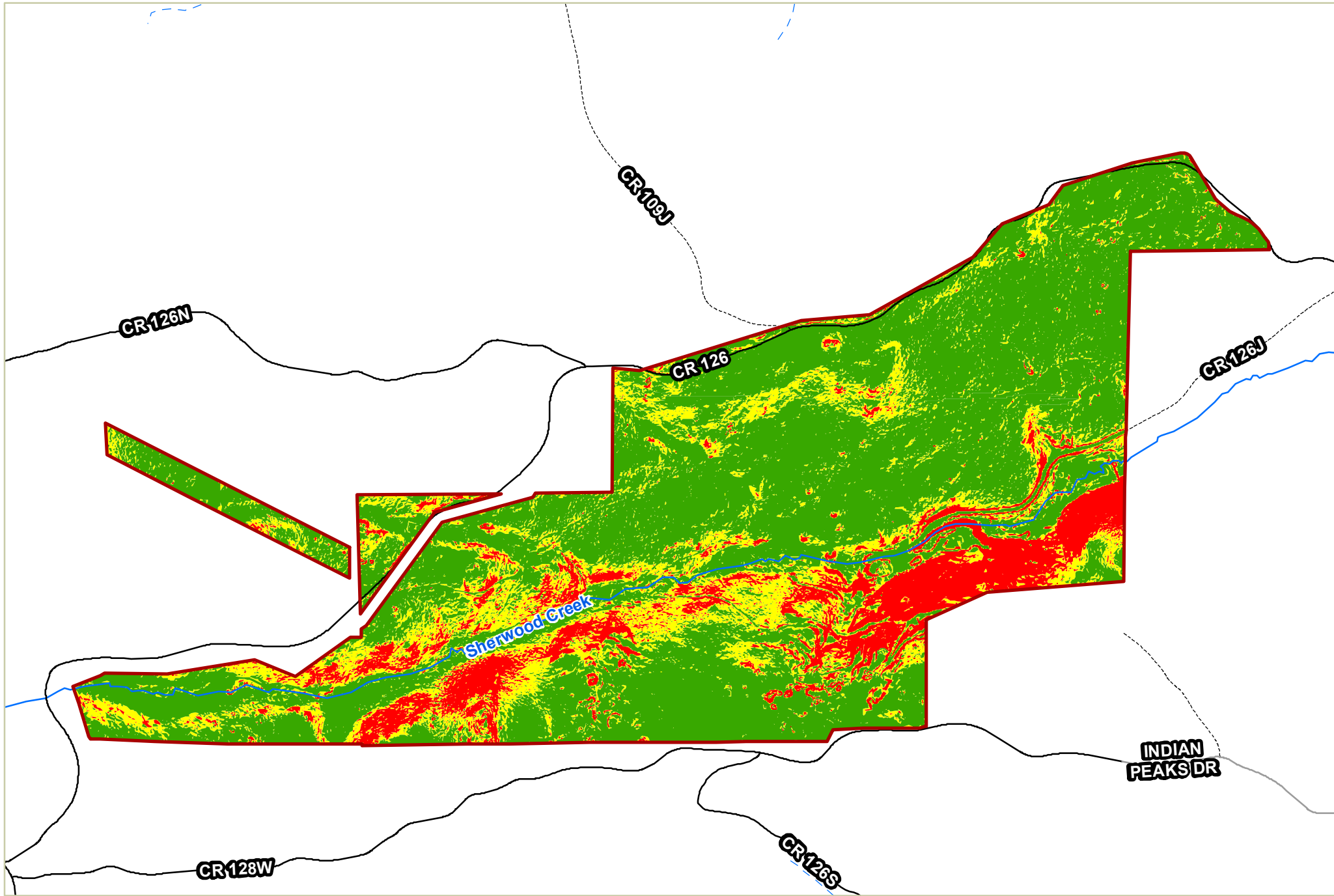


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Attachment B - Project Area Slope Analysis Map



Parks & Open Space



2018 Project Area 0% - 25% (~132 ac) 25.01% - 39% (~39 ac) >39% (~25 ac)



COspHARNNorth83 1:8,000
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FILE: V:\gispa\Cultural_Resources\ArcMap_projects\201807_SherwoodGulch_SlopeAnalysis.mxd



Attachment D

A LAND SURVEY PLAT OF THE SHERWOOD GULCH AREA PROPERTY BEING PORTIONS OF SECTIONS 11 AND 12, T1S R73W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO SHEET 1 OF 2

LEGAL DESCRIPTION – PARCEL A
(PER RECEPTION NO. 3315347)

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 73 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, EXCEPTING THEREFROM THAT PORTION CONVEYED IN DEED RECORDED NOVEMBER 15, 1904 IN BOOK 273 AT PAGE 553. TOGETHER WITH SUCH RIGHTS AS MAY EXIST IN AND TO A NON-EXCLUSIVE EASEMENT AS GRANTED IN PARCEL A OF DOCUMENT RECORDED JANUARY 3, 1980 ON FILM 1098, RECEPTION NO. 377464.

LEGAL DESCRIPTION – PARCEL B
(PER RECEPTION NO. 3315347)

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 73 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE CENTER 1/4 CORNER OF SECTION 11 AS MONUMENTED BY A 2" ALLOY CAP PLS20134 DATED 2003, FROM WHENCE THE NORTH 1/4 CORNER OF SAID SECTION 11 AS MONUMENTED BY A 2.5" GLO BRASS CAP DATED 1941 BEARS N 00°44'55" E, 2678.58 FEET (BASIS OF BEARINGS HEREIN), AS SURVEYED;
THENCE N 00°44'55" E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11, 671.69 FEET TO A POINT ON THE CENTERLINE OF COUNTY ROAD NO. 126, AS SURVEYED;
THENCE ALONG THE CENTERLINE OF COUNTY ROAD NO. 126, AS SURVEYED, THE FOLLOWING COURSES:

- N 88°45'00" E, 94.44 FEET TO A POINT OF CURVATURE;
- 51.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 29°39'46", AND A CHORD THAT BEARS S 78°25'06" E, 51.20 FEET;
- S 61°35'13" E, 15.63 FEET TO A POINT OF CURVATURE;
- 222.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 49°07'09", AND A CHORD THAT BEARS S 86°08'48" E, 216.13 FEET;
- N 69°17'38" E, 94.41 FEET;
- N 73°05'53" E, 85.82 FEET;
- N 66°20'39" E, 74.72 FEET;
- N 69°07'10" E, 31.80 FEET TO A POINT OF CURVATURE;
- 17.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 03°53'42", AND A CHORD THAT BEARS N 71°04'01" E, 17.67 FEET;
- N 73°00'52" E, 98.97 FEET;
- N 64°22'01" E, 180.63 FEET;
- N 56°37'10" E, 20.15 FEET TO A POINT OF CURVATURE;
- 37.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 26°31'44", AND A CHORD THAT BEARS N 69°53'02" E, 36.71 FEET;
- N 83°08'54" E, 102.01 FEET;
- N 89°29'24" E, 113.49 FEET;
- S 87°35'26" E, 64.20 FEET;
- 156.63 FEET ALONG THE ARC OF A CURVE TO THE LEFT TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 32°03'02", AND A CHORD THAT BEARS N 76°23'04" E, 154.59 FEET;
- N 60°21'33" E, 49.77 FEET;
- N 50°03'54" E, 135.36 FEET;
- N 62°14'30" E, 103.08 FEET;
- N 69°39'56" E, 119.54 FEET;
- N 58°58'36" E, 67.77 FEET;
- N 52°45'55" E, 120.60 FEET TO A POINT OF CURVATURE;
- 100.17 FEET ALONG THE ARC OF A CURVE TO THE LEFT TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 22°57'29", AND A CHORD THAT BEARS N 41°17'11" E, 99.50 FEET;
- N 30°12'56" E, 72.04 FEET TO A POINT OF CURVATURE;
- 127.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 44°12'02", AND A CHORD THAT BEARS N 53°05'09" E, 124.16 FEET;
- N 75°11'10" E, 64.73 FEET TO A POINT OF CURVATURE;
- 146.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 46°34'48", AND A CHORD THAT BEARS N 51°53'46" E, 142.34 FEET;
- N 28°36'21" E, 67.49 FEET TO A POINT OF CURVATURE;
- 82.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 47°01'42", AND A CHORD THAT BEARS N 52°07'13" E, 79.80 FEET;
- N 75°38'04" E, 48.51 FEET;
- N 80°09'12" E, 162.90 FEET;
- N 78°42'18" E, 200.13 FEET TO A POINT ON THE WEST LINE OF THE N1/2 OF THE N1/2 OF SECTION 12, T1S, R73W OF THE 6TH P.M.;
- THENCE S 01°25'44" W ALONG SAID WEST LINE, 449.55 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 12 AS MONUMENTED BY A 2" ALLOY CAP LS 5429;
- THENCE S 01°28'55" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11, 1266.78 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 11 AS MONUMENTED BY A 2.5" GLO BRASS CAP DATED 1941;
- THENCE S 00°41'56" W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 11, 499.75 FEET;
- THENCE DEPARTING SAID EAST LINE S 85°22'18" W, 706.98 FEET;
- THENCE S 65°58'04" W, 359.82 FEET;
- THENCE S 00°00'00" W, 608.01 FEET; TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INDIAN PEAKS DRIVE AND THE NORTH LINE OF CARIBOU RIDGE REPLAT A, A SUBDIVISION RECORDED AS RECEPTION NO. 2807330 OF THE BOULDER COUNTY RECORDS;
- THENCE S 77°54'13" W AND THE NORTH LINE OF SAID CARIBOU RIDGE REPLAT A, 15.64 FEET TO A POINT OF CURVATURE;
- THENCE 91.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT AND ALONG SAID NORTH LINE TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 132°31'10", AND A CHORD THAT BEARS S 84°35'48" W, 90.91 FEET;
- THENCE N 88°42'37" W CONTINUING ALONG SAID NORTH LINE, 241.59 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11;
- THENCE N 00°43'29" E, 1308.15 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER THEREOF;
- THENCE S 89°41'01" W ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 1370.71 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS SUBJECT TO RIGHTS-OF-WAY FOR COUNTY ROAD 126 AND INDIAN PEAKS DRIVE (COUNTY ROAD 128-W).

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 3944105 SQUARE FEET (90.544 ACRES), MORE OR LESS.

THE INTENT OF THIS MAP IS TO UPDATE INFORMATION ON SURVEY PLAT "LS-13-0235" REGARDING THE EXCEPTED PARCEL DESCRIBED HEREIN

LEGAL DESCRIPTION – PARCEL C
(PER RECEPTION NO. 3315347)

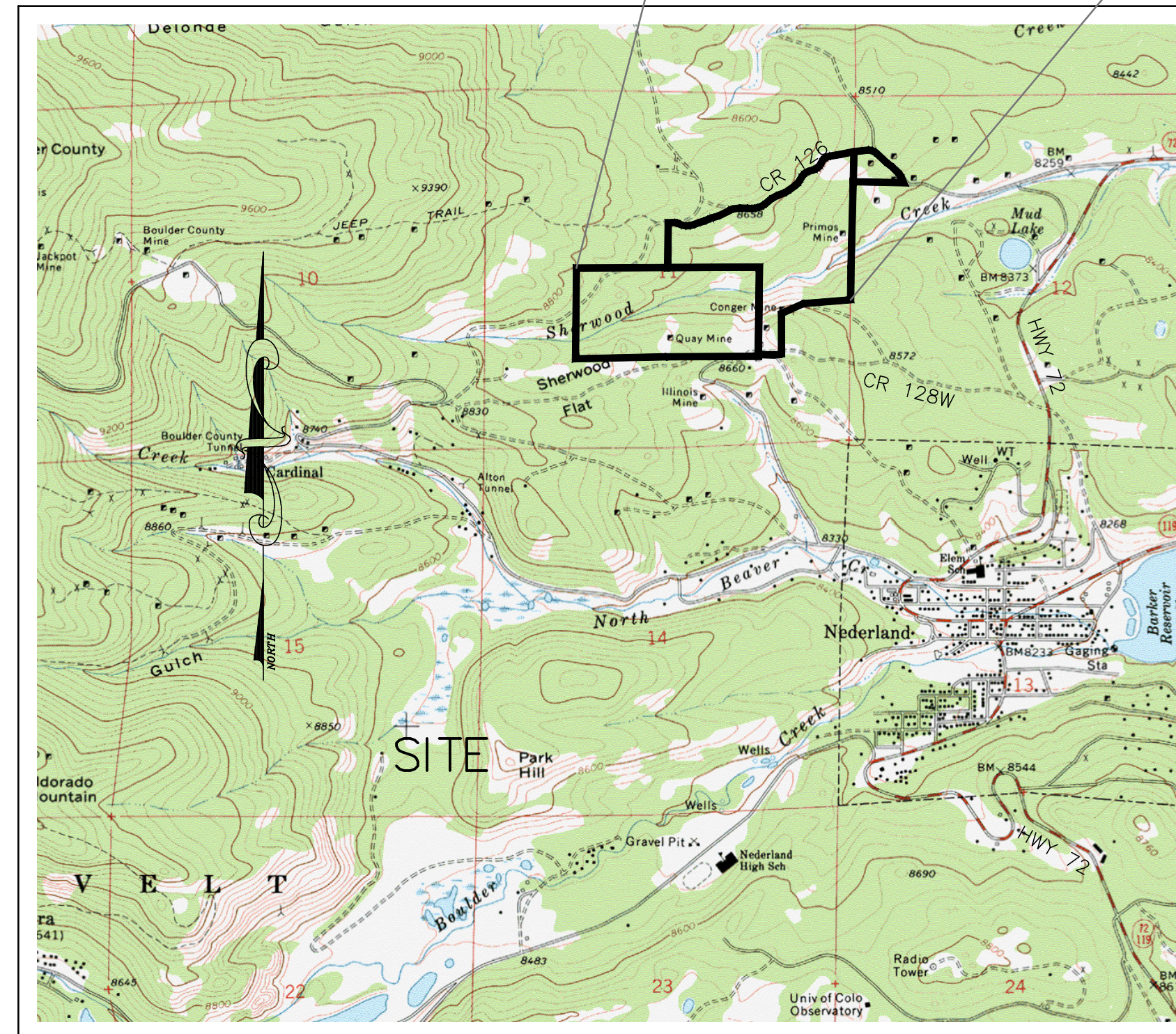
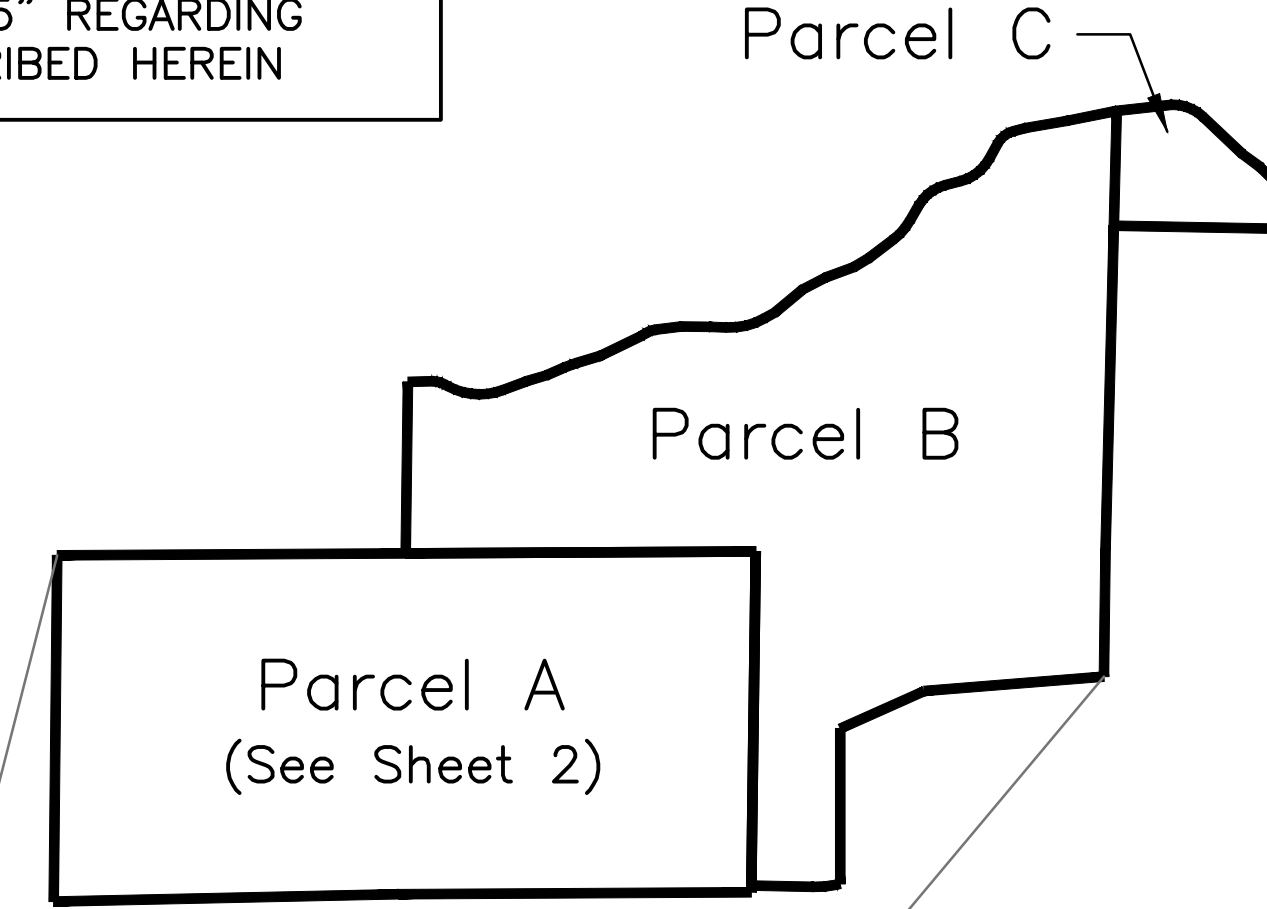
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 73 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 12 AS MONUMENTED BY A 2.5" GLO BRASS CAP DATED 1941, FROM WHENCE THE NORTH 1/16TH CORNER LYING BETWEEN SECTIONS 11 AND 12, T1S, R73 WEST AS MONUMENTED BY A 2" ALLOY CAP, LS 5429 BEARS S 01°25'44" W, 1266.10 FEET (BASIS OF BEARINGS HEREIN), AS SURVEYED;
THENCE S 01°25'44" W ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 12, 816.55 FEET TO A POINT ON THE CENTERLINE OF COUNTY ROAD NO. 126 AND THE POINT OF BEGINNING;

THENCE ALONG THE CENTERLINE OF COUNTY ROAD NO. 126, AS SURVEYED, THE FOLLOWING COURSES:

- N 79°15'57" E, 115.42 FEET;
- N 88°39'15" E, 102.62 FEET TO A POINT OF CURVE;
- 132.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 169.84 FEET, A CENTRAL ANGLE OF 44°47'52", AND A CHORD THAT BEARS S 68°56'49" E, 129.44 FEET;
- THENCE CONTINUING ALONG THE CENTERLINE OF COUNTY ROAD NO. 126, AS SURVEYED, AND ALONG THE SOUTHWESTERLY BOUNDARY OF THAT PARCEL OF LAND AS DESCRIBED AT RECEPTION NO. 2137745 (AS AMENDED PER RECEPTION NO. 2374347 OF THE BOULDER COUNTY RECORDS), THE FOLLOWING COURSES:
- S 46°32'53" E, 211.65 FEET;
- S 53°40'47" E, 87.29 FEET;
- S 45°39'35" E, 148.46 FEET;
- S 36°23'44" E, 58.58 FEET;
- S 22°35'28" E, 100.74 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 12;
- THENCE N 88°54'15" W ALONG SAID SOUTH LINE, 751.76 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 12;
- THENCE N 01°25'44" E ALONG THE WEST LINE OF SAID NORTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 12, 449.55 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 260044 SQUARE FEET (5.970 ACRES), MORE OR LESS.



VICINITY MAP
(NOT TO SCALE)

- NOTES
1. THIS MAP IS BASED ON OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY ALTA COMMITMENT NO. ABJ0375106-5, EFFECTIVE DATE MAY 13, 2013, AND PREPARED BY LAND TITLE GUARANTEE COMPANY. THIS MAP DOES NOT REPRESENT A TITLE SEARCH PERFORMED BY BOULDER LAND CONSULTANTS, INC. OR THE UNDERSIGNED.
 2. BASIS OF BEARINGS SHOWN HEREON IS THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 11, T1S, R73W, MONUMENTED AS SHOWN HEREON, AND DETERMINED TO BEAR N 00°44'54" E BY GPS OBSERVATION.
 3. ACCORDING TO THE ABOVE DESCRIBED TITLE COMMITMENT, THE PROPERTY DESCRIBED HEREON IS SUBJECT TO THE FOLLOWING RECORDED DOCUMENTS:
 - EXCEPTION #6: EXISTING LEASES, AND TENANCIES, IF ANY;
 - EXCEPTION #9: EASEMENTS AND RIGHTS-OF-WAY FOR COUNTY ROADS 126, 126J, 128W ALSO KNOWN AS INDIAN PEAKS DRIVE AND 128E;
 - EXCEPTION #10: ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF SHERWOOD CREEK;
 - EXCEPTION #11: RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 06, 1874, IN BOOK 31 AT PAGE 85 AFFECTS NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 12;
 - EXCEPTION #12: RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 18, 1880, IN BOOK 59 AT PAGE 90 (AFFECTS SOUTH 1/2 OF THE NORTHEAST 1/4 AND EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11);
 - EXCEPTION #13: RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 23, 1885, IN BOOK 75 AT PAGE 19 (AFFECTS THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11);
 - EXCEPTION #14: (ITEM INTENTIONALLY DELETED)
 - EXCEPTION #15: NOTICE CONCERNING UNDERGROUND FACILITIES OF UNITED POWER, INC. RECORDED JANUARY 25, 1991 UNDER RECEPTION NO. 1084875 (SURVEYOR'S NOTE: DESCRIPTION IS SET FORTH AND GRANTED IN EASEMENT DEED FOR CONNECTING TRAIL RECORDED JANUARY 07, 1997 UNDER RECEPTION NO. 1669232 (SURVEYOR'S NOTE: AFFECTS A PORTION OF COUNTY ROAD 128, AS DEPICTED ON SHEET 2 HEREIN);
 - EXCEPTION #16: RIGHTS OF ACCESS GRANTED TO THE COUNTY OF BOULDER IN PURCHASE AND OPTION AGREEMENT RECORDED DECEMBER 31, 1986 UNDER RECEPTION NO. 1667772;
 - EXCEPTION #17: TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF ACCESS EASEMENTS RECORDED JUNE 09, 2004 UNDER RECEPTION NO. 2595775 (SURVEYOR'S NOTE: AFFECTS ACCESS ROADS LYING EAST OF SUBJECT PROPERTY, AS DEPICTED ON SHEET 2 HEREIN);
 - EXCEPTION #18: TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED FOR CONNECTING TRAIL RECORDED JUNE 09, 2004 UNDER RECEPTION NO. 2595776 (DOCUMENT LARGELY NOT LEGIBLE, THIS CONNECTING TRAIL IS NOT SHOWN HEREON);
 - EXCEPTION #19: TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF ACCESS EASEMENTS RECORDED JUNE 09, 2004 UNDER RECEPTION NO. 2595775 (SURVEYOR'S NOTE: AFFECTS ACCESS ROADS LYING EAST OF SUBJECT PROPERTY, AS DEPICTED ON SHEET 2 HEREIN);
 - EXCEPTION #20: TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED FOR CONNECTING TRAIL RECORDED JUNE 09, 2004 UNDER RECEPTION NO. 2595776 (DOCUMENT LARGELY NOT LEGIBLE, THIS CONNECTING TRAIL IS NOT SHOWN HEREON);
 - EXCEPTION #21: TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF ROAD AND UTILITY EASEMENT RECORDED NOVEMBER 12, 2004 UNDER RECEPTION NO. 2642368 (SURVEYOR'S NOTE: AFFECTS A PORTION OF EXISTING GRAVEL ROAD RUNNING NORTH NORTHWESTERLY OF COUNTY ROAD NO. 126, AS DEPICTED ON SHEET 2 HEREIN);
 - EXCEPTION #22: TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN PURCHASE AGREEMENT AND DIVISION OF LAND BY AND BETWEEN COUNTY OF BOULDER, A BODY CORPORATE AND POLITIC AND JAMES WILLIAM GUERCIO AS RECORDED MAY 15, 2013, UNDER RECEPTION NO. 0331919;
 - EXCEPTION #23: (ITEM INTENTIONALLY DELETED)
 4. SURVEYOR'S NARRATIVE: THE ALIQUOT CORNERS FOUND AS DESCRIBED WERE ACCEPTED AS DEFINING THE ON-THE-GROUND LOCATION OF THE PORTIONS OF SECTIONS 11 AND 12 INDICATED HEREON. THE ONE EXCEPTION BEING THE SW CORNER OF THE NW1/4 SE1/4 OF SECTION 11, IN THAT THAT MONUMENT WAS PREVIOUSLY SET BY THE UNDERSIGNED WAS REJECTED IN LIEU OF AN OLDER MONUMENT SET BY LS 5429 AND RECOVERED AS PART OF THIS SURVEY. THE PLAT OF CARIBOU RIDGE REPLAT A (FIRST AMENDMENT) WAS USED TO DEFINE BOUNDARIES ALONG COUNTY ROAD 128W AND WAS CONFIRMED BY RECOVERED MONUMENTS IN THAT AREA. THE PERIMETER OF EXCEPTED PARCEL SHOWN HEREIN WAS ASSUMED TO HAVE INTENDED TO FOLLOW ALIQUOT LINES ON ITS SOUTHERLY AND EASTERLY BOUNDARY. THIS RESULTED IN ITS NORTHWESTERLY BOUNDARY BEING LONGER THAN ITS RECORD DISTANCE. THE UNDERSIGNED REVIEWED THE GLO PLAT OF THE OREGON LODE (MS#17357) AND FOUND SOME LIMITED INFORMATION CONFIRMING THE LOCATION OF SAID EXCEPTED PARCEL.
 5. THIS LAND SURVEY PLAT AND THE FIELD SURVEY ON WHICH IT IS BASED REFLECT LINEAL UNITS IN U.S. SURVEY FEET.
 6. NO UNDERGROUND UTILITIES WERE SURVEYED AND, THUSLY, NONE ARE SHOWN HEREON.
 7. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMBATS A CLASS TWO (2) MISDEMEANOR PURSUANT TO COLORADO STATE STATUTE 18-4-508 C.R.S.
 8. CERTIFICATION DEFINED: THE USE OF THE WORDS "CERTIFY" OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS AND FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED. THE CERTIFICATION SHOWN HEREON EXTENDS ONLY TO THOSE PARTIES SPECIFICALLY MENTIONED THEREIN (PER COLORADO STATE BOARD RULE 6.2.2).
 9. IN ACCORDANCE WITH C.R.S. 13-80-105: NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATION

I, JASON EMERY, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY FOR AND ON BEHALF OF BOULDER LAND CONSULTANTS, INC. TO THE COUNTY OF BOULDER, A BODY CORPORATE AND POLITIC, AND TO JAMES WILLIAM GUERCIO THAT, SUBJECT TO THE NOTES SHOWN HEREON, A SURVEY OF THE PERIMETER OF THE PROPERTY DESCRIBED HEREON (COMPLETED IN AUGUST 2013) WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THIS LAND SURVEY PLAT CONFORMS TO ALL APPLICABLE STATE LAWS AS DEFINED IN TITLE 38, ARTICLES 50, 51 AND 53, COLORADO REVISED STATUTES, AND THAT, TO THE BEST OF MY KNOWLEDGE, THIS LAND SURVEY PLAT ACCURATELY AND COMPLETELY DEPICTS THE RESULTS OF SAID SURVEY.

JASON EMERY, PLS NO. 20134
FOR, AND ON BEHALF OF, BOULDER LAND CONSULTANTS, INC.
DATE: DECEMBER 06, 2013



THIS MAP WAS PREPARED BY

BOULDER LAND CONSULTANTS, INC.

5690 VALMONT RD., BOULDER, CO 80301
(303) 443-3616
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Attachment D

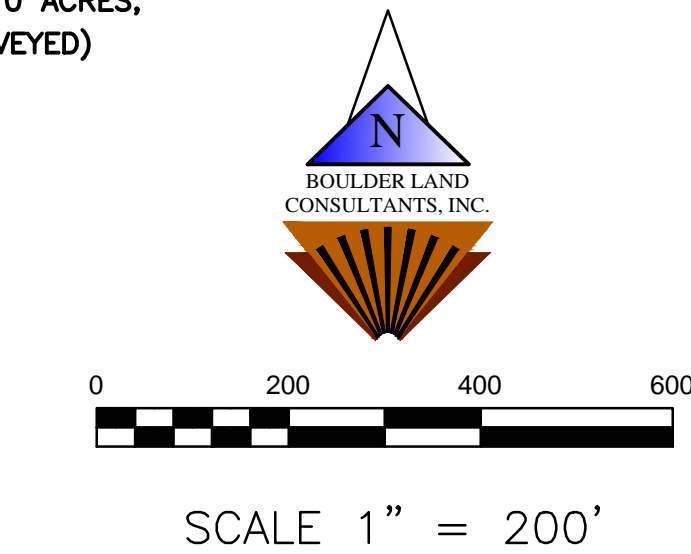
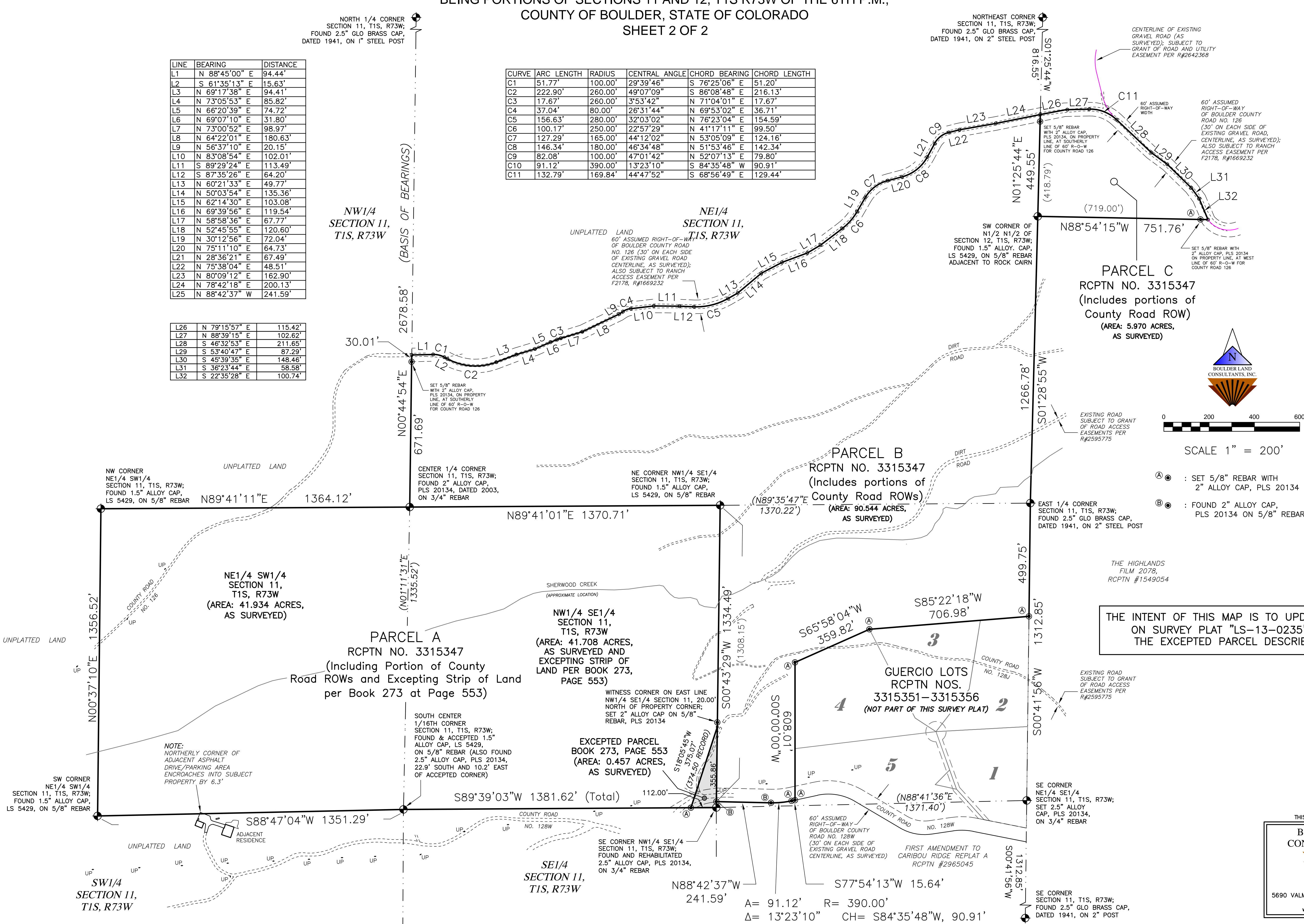
A LAND SURVEY PLAT OF THE SHERWOOD GULCH AREA PROPERTY

BEING PORTIONS OF SECTIONS 11 AND 12, T1S R73W OF THE 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO
SHEET 2 OF 2

LINE	BEARING	DISTANCE
L1	N 88°45'00" E	94.44'
L2	S 61°35'13" E	15.63'
L3	N 69°17'38" E	94.41'
L4	N 73°05'53" E	85.82'
L5	N 66°20'39" E	74.72'
L6	N 69°07'10" E	31.80'
L7	N 73°00'52" E	98.97'
L8	N 64°22'01" E	180.63'
L9	N 56°37'10" E	20.15'
L10	N 83°08'54" E	102.01'
L11	S 89°29'24" E	113.49'
L12	S 87°35'26" E	64.20'
L13	N 60°21'33" E	49.77'
L14	N 50°03'54" E	135.36'
L15	N 62°14'30" E	103.08'
L16	N 69°39'56" E	119.54'
L17	N 58°58'36" E	67.77'
L18	N 52°45'55" E	120.60'
L19	N 30°12'56" E	72.04'
L20	N 75°11'10" E	64.73'
L21	N 28°36'21" E	67.49'
L22	N 75°38'04" E	48.51'
L23	N 80°09'12" E	162.90'
L24	N 78°42'18" E	200.13'
L25	N 88°42'37" W	241.59'

L26	N 79°15'57" E	115.42'
L27	N 88°39'15" E	102.62'
L28	S 46°32'53" E	211.65'
L29	S 53°40'47" E	87.29'
L30	S 45°39'35" E	148.46'
L31	S 36°23'44" E	58.58'
L32	S 22°35'28" E	100.74'

CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	51.77'	100.00'	29°39'46"	S 76°25'06" E	51.20'
C2	222.90'	260.00'	49°07'09"	S 86°08'48" E	216.13'
C3	17.67'	260.00'	3°53'42"	N 71°04'01" E	17.67'
C4	37.04'	80.00'	26°31'44"	N 69°53'02" E	36.71'
C5	156.63'	280.00'	32°03'02"	N 76°23'04" E	154.59'
C6	100.17'	250.00'	22°57'29"	N 41°17'11" E	99.50'
C7	127.29'	165.00'	44°12'02"	N 53°05'09" E	124.16'
C8	146.34'	180.00'	46°34'48"	N 51°53'46" E	142.34'
C9	82.08'	100.00'	47°01'42"	N 52°07'13" E	79.80'
C10	91.12'	390.00'	13°23'10"	S 84°35'48" W	90.91'
C11	132.79'	169.84'	44°47'52"	S 68°56'49" E	129.44'



- Ⓐ : SET 5/8" REBAR WITH 2" ALLOY CAP, PLS 20134
- Ⓑ : FOUND 2.5" ALLOY CAP, PLS 20134 ON 5/8" REBAR

THIS MAP WAS PREPARED BY

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Attachment E: Project area cultural resource photos



Mine building feature at unidentified site



Inside mine building feature at unidentified site



Headframe ruin at unidentified site



Foundations at unidentified site



Foundations at unidentified site



Ore bin ruin at unidentified site

STATE OF COLORADO GRANT AGREEMENT

SIGNATURE AND COVER PAGE

State Agency Department of Higher Education, Colorado Historical Society, dba History Colorado	Agreement Number CO-18-012
Grantee The County of Boulder, a body corporate and politic	Agreement Performance Beginning Date Effective Date
	Initial Agreement Expiration Date 06/30/2019
Agreement Maximum Amount \$19,320	Fund Expenditure End Date 06/30/2019
	Agreement Description Sherwood Gulch and Upper Sherwood Gulch Class III Cultural Resource Survey

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.


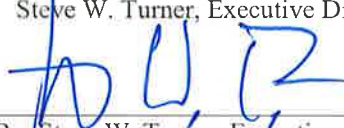

<p style="text-align: center;">GRANTEE</p> <p>The County of Boulder, a body corporate and politic</p> <p> <u>Director of Boulder County Parks - per Space</u> By: Name & Title of Person Signing for Contractor</p> <p>Date: <u>June 28, 2018</u></p>	<p style="text-align: center;">STATE OF COLORADO</p> <p>John W. Hickenlooper, Governor Colorado Historical Society, dba History Colorado Steve W. Turner, Executive Director</p> <p> By: Steve W. Turner, Executive Director</p> <p>Date: <u>7/6/18</u></p>
<p>2nd State or Grantee Signature if Needed</p> <p>_____ By: Name & Title of Person Signing for Signatory</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW</p> <p>Cynthia H. Coffman, Attorney General</p> <p>_____ By: Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p> By: Michelle Zale, Chief Administrative Officer – History Colorado</p> <p>Effective Date: <u>7-12-18</u></p>	

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Signature and Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “HC”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §7.C, or after the Fund Expenditure End Date.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Signature and Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Signature and Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by §14.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §14.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

D. Grantee's Termination Under Federal Requirements

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

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Authority to enter into this Grant Agreement pursuant to National Historic Preservation Act (NHPA), 54 U.S.C 300.101 et. sq.; Historic Preservation Fund Grants Manual, 2007 and subsequent memos and guidance; Public Law: 114.223 and 114.254; 54 U.S.C. §302902(a) Grants to States. Funds have been budgeted, appropriated and otherwise made available to State of Colorado Fund 100, Appropriation Unit GFHAAOHP, Unit OAHP, MJPRG: HPF18, PROG: HPFCLG18.

B. State Authority

Authority to enter into this Grant Agreement exists in the State Constitution article XVIII, §9(5) (b) (III), and funds have been budgeted, appropriated and otherwise made available to Fund 2008 Appropriation Unit GCHNESHFG, Unit SHF, MJPRG: SHFHPG, PROG: HP-Internal and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

4. PURPOSE

HC is providing Historic Preservation Fund pass-through combined with an internal History Colorado, State Historical Fund grant to Grantee, as an eligible Certified Local Government, to use for a CLG grant project, as described in Exhibit A, which has been determined by State of Colorado Historic Preservation Office to meet the criteria for CLG grant projects in Colorado.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Budget"** means the budget for the Work described in Exhibit C.
- D. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- E. **"CLG"** means Certified Local Government which participates in the national historic preservation program maintaining standards consistent with the National Historic Preservation Act.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- G. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- H. **"Exhibits"** means the following exhibits/attachments attached to this Agreement:
 - i. **Exhibit A**, Statement of Work
 - ii. **Exhibit B**, Project Budget
 - iii. **Exhibit C**, Project Schedule and Project Submittals & Deliverables.
 - iv. **Exhibit D**, Federal Provisions.
 - v. **Attachment I**, CLG Subgrant Program Payment Request and Financial Report Form
- I. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- J. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. United States Department of the Interior, National Park Service is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- K. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

- L. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 et. seq. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- N. **“Initial Term”** means the time period defined in §2.B
- O. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S.
- Q. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- R. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to the CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure by Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- X. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.

- Y. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- Z. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- AA. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

6. SCOPE OF WORK

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

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum shown on the Signature and Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day’s interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.C.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State. The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Reimbursement of Grantee Costs.

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit B and §7 for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit C. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Contract and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

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

8. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §19 or pursuant to any other Exhibit, for any Agreement having a term longer than 3 months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 14 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

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

9. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

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

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in Writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Compliance

Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Contract, Grantee shall provide for the security of such PII, in a form acceptable to the State, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §13.B., shall have all of the remedies listed in this §14.A. in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.C.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of HC as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State:

Mark Rodman
History Colorado
1200 Broadway
Denver, Colorado 80203
mark.rodman@state.co.us

For Grantee:

Carol Beam
Boulder County
5201 St. Vrain Road
Longmont, CO 80503
cbeam@bouldercounty.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license. Except as otherwise provided in the terms and conditions of the grant agreement, the grantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under a project financed by the Federal Awarding Agency. However, any such copyrighted materials will be subject to a royalty-free, nonexclusive, and irrevocable license to the Federal Government to reproduce, publish, or otherwise use, and to authorize others to use, the work for Federal Government purposes.

ii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. As a condition of grant assistance, the grantee agrees to, and awards to the Federal Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Federal Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; 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.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in §20.A., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. Order of Precedence

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

- i. Exhibit D, Federal Provisions
- ii. Colorado Special Provisions in §21 of the main body of this Agreement.
- iii. The provisions of the other sections of the main body of this Agreement.
- iv. Exhibit A, Statement of Work.
- v. Exhibit B, Budget.
- vi. Exhibit C, Project Schedule and Project Submittals & Deliverables.

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §20.A., this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Federal Provisions

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

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

These Special Provisions apply to all contracts except where noted in italics.

A. CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

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, §24-10-101, *et seq.*, C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

D. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee **(i)** shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency within 3 days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101 *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Agreement.

22. FEDERAL ACKNOWLEDGEMENT

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

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

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

23. EXHIBIT A, SCOPE OF WORK

Project Purpose: This project will conduct a Class III cultural resource survey on the Sherwood Gulch and Upper Sherwood Gulch, located in southwest Boulder County, Colorado.

II. Specification of Work:

- A. Conduct Research and Fieldwork
- B. Complete Site Forms and Survey Report
- C. Conduct Public Outreach

III. Required Standards:

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

Standards specific to survey projects:

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

Products specific to survey projects:

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

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

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

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24. EXHIBIT B, PROJECT BUDGET

TASK	AMOUNT
A. Contractual Work	\$22,320
1. Conduct Survey	
2. Complete Site Forms and Survey Report	
3. Conduct Public Outreach	
<hr/>	
PROJECT TOTAL	\$22,320
Grant Award	\$19,320
Cash Match	\$3,000

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25. EXHIBIT C, PROJECT SCHEDULE & LIST OF SUBMITTALS AND DELIVERABLES

PROJECT SCHEDULE & LIST OF SUBMITTALS

A. Project Reports	<u>Due Date</u>	B. Society Response
a. 1 st Interim Financial Report (Attachment 1) and Progress Report #1. <i>Deliverables #1-4 below must be reviewed and approved before 1st Interim payment is made.</i>	October 15, 2018	Review & Approve. 1 st Interim payment of grant award \$6,440.
b. 2 nd Interim Financial Report (Attachment 1) and Progress Report #2. <i>Deliverables 5-6 below must be reviewed and approved before 1st Interim payment is made.</i>	January 15, 2019	Review & Approve. 2 nd Interim payment of grant award \$6,440.
c. Final Financial Report (Attachment 1). <i>All deliverables below must be reviewed and approved before Final payment is made.</i>	June 15, 2019	Review & Approve. Final payment of grant award \$6,440.*

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

Project period ends on June 30, 2019. All deliverables and reports due on or before this date.

PROJECT DELIVERABLES

Submit the following Project Deliverables:

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

26. EXHIBIT D, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

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

2. DEFINITIONS.

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

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

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

2.1.2.1. Awards may be in the form of:

2.1.2.1.1. Grants;

2.1.2.1.2. Contracts;

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

2.1.2.1.4. Loans;

2.1.2.1.5. Loan Guarantees;

2.1.2.1.6. Subsidies;

2.1.2.1.7. Insurance;

2.1.2.1.8. Food commodities;

2.1.2.1.9. Direct appropriations;

2.1.2.1.10. Assessed and voluntary contributions; and

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

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

2.1.2.2. Award *does not* include:

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

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

2.1.2.2.3. Any award classified for security purposes; or

- 2.1.2.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.3. “Contractor” means the party or parties to an Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
- 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
- 2.1.5.2. A foreign public entity;
- 2.1.5.3. A domestic or foreign non-profit organization;
- 2.1.5.4. A domestic or foreign for-profit organization; and
- 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

- 2.1.14. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.
- 2.1.15. "Federal Provisions" means these Federal Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.16. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
- 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE.

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

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

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

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

5. TOTAL COMPENSATION.

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

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

5.1.2. In the preceding fiscal year, Contractor received:

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

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

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

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

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

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

8.1.1.1. Subrecipient DUNS Number;

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

8.1.1.3. Subrecipient Parent DUNS Number;

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

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

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

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

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

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

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A 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.

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

10. ACCESS TO RECORDS

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

11. SINGLE AUDIT REQUIREMENTS

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

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

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

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

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

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

12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

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

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

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

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

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

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

- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 12.1.3. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. CERTIFICATIONS.

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

14. EXEMPTIONS.

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

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

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

15. EVENT OF DEFAULT.

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

CLG Grant Application

Application Deadline: January 15, 2018

Name of CLG Boulder County
 Address 5201 St. Vrain Rd. Longmont, CO 80503
 Federal Employer Identification Number (IRS tax ID number) 84-6000748
 Recently Completed IRS Form W-9 Attached (required)
 Contact Person for CLG Carol Beam
 Title Cultural Resource Specialist
 Phone 303.678.6272 Fax 303.678.6177 Email cbeam@bouldercounty.org
 CLG Certification Date 11/22/1993 Number of CLG Grants Received to Date 12
 Name and Title of Chief Elected Official Commissioner Deb Gardner
 Congressional District Number 2
 Federal House Representative Jared Polis
 Federal Senate Representative Michael Bennet and Cory Gardner
 State House Representative Jonathan Singer
 State Senate Representative Matt Jones

Name of Project Sherwood Gulch and Upper Sherwood Gulch Class III Cultural Resource Survey
 Amount of Request \$ 19,320
 Project Total \$ 25,913

Cash match (if applicable) *Cash match is no longer required for Colorado CLG grants.*

In-kind \$ 3,593

Cash \$ 3,000

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

The purpose of this grant request is to complete a Class III cultural resource survey on the Sherwood Gulch and Upper Sherwood Gulch open space properties located in Southwest Boulder County. Combined, these open space properties total 196 acres and contain numerous previously unrecorded or insufficiently recorded historic hard rock mining sites that are subject to vandalism, theft and potential adverse impacts of infrastructure improvements that will bring more visitors to the properties. The Class III cultural resource survey will document all the resources, including any prehistoric sites, with a qualified consultant hired as Boulder County's subcontractor. The majority, if not all, of the historic sites are anticipated to relate the area's hard rock mining history and their significance will be established using the guidance of Eric Twitty's 2007 Amendment to the Metal Mining and Tourist Era Resources of Boulder County Multiple Property Documentation Form. The Class III survey project will allow Boulder County staff to make informed cultural resource management decisions with the data produced as part of this project for all future proposed infrastructure improvements while promoting a positive preservation message to the visiting public.

Please be aware that you are not permitted to begin work on your project under any circumstances until your contract with History Colorado is fully executed. History Colorado's contract schedule is dependent on Congress and the National Park Service. The date that HPF funding is available to SHPOs for disbursement to CLGs changes annually. Typically CLG grant contracts are executed April and June.

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

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

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

Projects must be fully completed by June 30, 2019. Your timeline should reflect this deadline. Please check the box below to agree to this deadline. Failure to agree with this deadline will compromise your HPC's eligibility to receive CLG grant funding.

I understand that my project must be completed by June 30, 2019, to comply with National Park Service requirements. I understand that failure to comply with this deadline could result in History Colorado declaring all/part of the work ineligible for reimbursement.

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

Signature of Chief Elected Official _____

Cindy Donnell

Title Chair, Board of County Commissioners

Date 01/09/2018

Section 1: Project Team (15 points)

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

Each year Boulder County undertakes numerous preservation projects that include cultural resource surveys, nominations, historic structure assessments and rehabilitation projects. The County is responsible for the stewardship of over 300 historic buildings and structures and hundreds of prehistoric sites across 100,000 acres of open space. The County has completed over 1000 historical and architectural inventory forms, on both private and public properties, and over 25 archaeology surveys on open space. The most recent preservation projects include the A-frame historic context and reconnaissance survey project, the 1880 Altona Schoolhouse restoration, the historic Castle Rock Bridges rehabilitation and Class III cultural resource surveys on the Heil Valley Ranch and the North Foothills Open Space properties. The survey projects identified significant historic sites and resulted in a better management plan protecting and preserving the resources from infrastructure improvements and providing new interpretation opportunities with the newly recorded information.

Boulder County has partnered with History Colorado (HC) on both Certified Local Government (CLG) and State Historical Fund (SHF) grants, the Division of Reclamation Mining and Safety (DRMS) on historic mine closure projects, the Federal Emergency Management Agency and the the Army Corps of Engineers on cultural resource surveys after the 2013 flood event, and the Colorado Department of Public Health and Environment on the Cardinal Mill rehabilitation through their Brownfields program.

Carol Beam, Cultural Resource Specialist, will manage the grant. Carol has successfully managed over 20 preservation grants. Carol meets the Secretary of the Interior's Professional Qualification Standards for History and Architectural History. She will be responsible for meeting all grant requirements and financial reporting. She will also be the project manager drafting the Request for Proposals to hire a consultant to complete the Class III survey, serve on the contractor selection committee, be the point of contact for public inquires, coordinate kick off meeting and field work dates, serve as part of the consultant's field crew and provide training for the partnered public outreach. Carol has successfully served in all the listed roles during past CLG and SHF projects. The County's Historic Preservation Advisory Board role will as an advisory body to provide feedback to the project manager.

The County consulted with HC staff, Todd McMahon and Amy Unger, to provide feedback on the grant application, and Heather Peterson concerning the National Register listed railroad segment in the project area. The County secured 3 estimates from Centennial Archaeology, PaleoWest Archaeology and ERO Resources Corporation to complete the contracted scope of work. No scope of work changes were recommended by Todd or concerns expressed by the 3 consultants who provided estimates.

Guided by high ethical standards, Boulder County supports the acquisition of services while promoting fair and open competition to obtain the best value for the County. Typically, this is the lowest bidder. The proposed project will go through a competitive bid process and proposals will be reviewed by a 3 person selection committee of open space staff members. The committee will base their decision on factors that include meeting the RFP scope of work, having a project team that meets the Secretary of the Interior's Qualification Standards, demonstrating experience with historic mining resources, having an historic archaeologist or mining historian on the project team, meeting project deadlines, and price.

The County's consultant will be responsible for the tasks necessary to complete a Class III cultural resource survey as defined in the Colorado Cultural Resource Survey Manual. Tasks include completing an OAHP file search, reviewing existing relevant information, a kick off meeting, completing field work, drafting a post field work report and completing archival research, site forms and survey reports.

Boulder County will partner with the Nederland Mining Museum by having their cultural history coordinator serve on the project team and provide recommendations to publicize this project at each of their guided hard rock mining van tours that visit county owned sites in the Nederland area during the summer. This partnership will result in a stronger relationship with the museum and public and increase awareness of the value of identifying hard rock mining sites through a cultural resource survey. The County owns and operates the museum which sees over 7,000 visitors during their May-October season.

Section 2: Project Description (25 points)

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

As good stewards of its cultural resources, Boulder County takes into account cultural resources in its open space management plan decisions when it comes to any ground disturbance activities. But, in order to protect cultural resources, the County needs the results of a Class III cultural resource survey to identify cultural resources, establish their significance, and make recommendations for future work that could include resource avoidance, stabilization or rehabilitation, interpretation or nominating a resource. With the survey results, the County can strive to achieve balance between cultural resource protection and appropriate interpretation with increasing public demand for open space access. The public pressure to increase open space access grows each year by individuals and organized groups like the Boulder Mountain Bike Alliance and the Boulder County Horse Association who actively participate in the public management plan process.

After the County's contract with History Colorado is executed and a notice to proceed is received, the first project step will be to develop a Request for Proposals (RFP) to hire a consultant to complete a Class III cultural resource survey following the standards and guidelines set forth in the Colorado Cultural Resource Survey Manual.

A Class III survey is a type of archaeology survey that completes a 100% pedestrian survey of a project area by a field crew walking transects at a set intervals while recoding all prehistoric, historic, and historic archaeology resources over 50 years of age. Boulder County has found over the years this type of survey is the best method to complete a detailed inventory of all cultural resources in order for County staff to make the best cultural resource management decisions on an open space property.

Based upon past experience with similar projects, this new project is small enough to easily be completed by the June 30, 2019 deadline and is anticipated to record mainly historic archaeology sites related to hard rock mining with the possibility of prehistoric and paleontological sites also located. All resources will be recorded using the Management Data Form with appropriate component forms such as prehistoric archaeological, historical archaeological, re-visitation form, isolated find, linear and paleontological forms. If determined appropriate, a historic cultural landscape form also might be completed. There are no known complete standing buildings or structures in the project area that would require an architectural inventory form (#1403) to be completed.

The next step will be to evaluate the RFPs with a County staff committee and a select consultant that best meets the evaluation criteria previously mentioned in Section 1 of this grant application.

After selecting a consultant, Boulder County will submit a memo to the Office of Archaeology & Historic Preservation (OAHP) identifying their selected consultant, why they were selected, the cost, and include a copy of the consultant's proposal.

Prior to the field work commencing, a project kick off meeting between OAHP, Boulder County and its consultant will be held to review the scope of work and address any outstanding questions by all parties.

As part of the project kick off phase, the project manager will conduct a public presentation at a Historic Preservation Advisory Board (HPAB) meeting to introduce project to the board, staff and public.

Following that step, Boulder County will coordinate with its consultant to determine field work dates. The field work is anticipated to take 3 to 5 days depending on the number of field crew and complexity of resources that need to be recorded. By the nature of this type of survey project, the exact number of resources that will be recorded are not known until the field work is completed. It is anticipated at least 10, or possibly more sites could be recorded or need to be re-recorded due to the age of the site forms.

Section 2: Project Description (continued)

There have been 4 previously recorded sites in the project area, 3 as a result of DRMS mine closure projects, and a segment of the Switzerland Trail of America (NR listed 1980). The Switzerland Trail segment will be newly recorded with a linear component form and the other sites re-recorded due to the age of the last recordings being over 10 years old.

After the field work is completed, Boulder County will submit the consultant's post field work letter report summarizing the field work results to OAHP.

Next, Boulder County will review and comment on the draft survey report and site forms prior to submitting to OAHP for their review. After OAHP completes their review, and the consultants complete the requested OAHP revisions, final hard copies and electronic copies will be submitted to OAHP.

After the final copies are submitted to OAHP, the project manager will conduct a public presentation at a HPAB meeting to present the project findings to the board, staff and public. Additional project outreach will include the project manager working with the Nederland Mining Museum to develop and train their hard rock mining van tour leaders how best incorporate the project results into the tour stops. A total of 6 vans tours are offered each season, each about 3 hours long. The guided 12 passenger van tours visit county owned hard rock mining sites in the same general area of this grant project that include the Cardinal Mill, Rocky Mountain Mammoth Mine and the Blue Bird Mine. All 3 sites have historic buildings and structures that have been successfully rehabilitated. The tours are a very efficient method to promote the project with direct contact with the public. The van tour leaders will introduce the project, share why the project is important, what was found, and how the County plans to use this information in the future management of the properties. It is anticipated the presentation could be accomplished in 15-20 minutes during each tour. The museum is staffed with county paid employees and volunteers.

This project is important to fund now due to the management plan for the property scheduled to be started in late 2019 and completed in 2020. Currently there isn't a management plan. A management plan takes a year to complete. Without the results of this project, there is no way for the County staff to know what cultural resources are present and consider them into management plan decisions. Boulder County does not have consistent funding for cultural resource surveys. Past projects have been largely grant funded or through special requests competing with other open space projects. For this project, there isn't any open space funding to support the entire cultural resource survey project, but instead, a cash match can be contributed.

As noted the Amendment to the Metal Mining and Tourist Era Resources of Boulder County Multiple Property Documentation Form, "...in terms of mining history, Boulder County ranks among the most important regions in the entire Rocky Mountain West." The Sherwood Gulch open space properties are located in the Nederland area, one of the County's most important minings regions. The property contains the Conger Mine, one of the largest Tungsten mines in the United States during the early 20th century, along with surrounding other smaller mines. The project area contains the remains of adits, shafts, ore bins, head frames, access roads, waste rock piles, mining machinery and building ruins. All the mining sites are historically important and worthy of an intensive level survey since so many of these resources in the area has been destroyed and looted once mining ceased in the early 20th century.

The Sherwood Gulch open space properties have experienced unregulated recreation activities prior to Boulder County's ownership in 2013. As a result of the County's acquisition, visitor use increases annually, even without any improvements to the properties. Therefore, the Sherwood Gulch open space properties are the most likely to be considered for new trails, parking lots, kiosks, rest rooms and shelters in the upcoming management plan process to bring the unregulated use to an end.

A Class III cultural resource survey has never been completed on the properties. None of the known resources have been historically designed, nor have any of the resources been stabilized or rehabilitated. The results of this project will guide the County on the appropriate decisions on where to construct trails, parking lots, kiosks and shelters while avoiding significant cultural resources.

Section 3: Timeline (10 points)

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

Below are the key milestones and target dates this project will follow. The target dates may need to be adjusted depending on when Federal Historic Preservation Fund (HPF) monies are released. The project area, scope of work and target dates below take into account the possibility of a delay in the release of HPF funds by leaving sufficient time at the end of the project.

1. Grant application submission - January 15, 2018
2. Estimated date of grant award notification - March 1, 2018
3. Estimated executed contract with History Colorado and notice to proceed - April 16, 2018
4. Release Request for Proposals to consultants - April 23, 2018
5. Selection and OAHP consultant approval - May 21, 2018
6. County contract execution with consultant and notice to proceed - June 18, 2018
7. Project kick off meeting with OAHP prior to start of project - June 19, 2018
8. Conduct public presentation at a Historic Preservation Advisory Board (HPAB) meeting to introduce project to board, staff and public - July 5, 2018
9. Conduct field work during the best time for increased ground visibility - mid-September 2018
10. Submit post field work letter report to OAHP - September 25, 2018
11. Nederland Mining Museum van tour leaders to share project results during the Hard Rock Mining Tours - June-October 2018
11. Review and comment on consultant's draft survey report and site forms - October 25, 2018
12. Submit draft survey report and site forms to OAHP for review and comment - October 31, 2018
13. Submit final hard and electronic survey report and site forms copies and GIS data to OAHP - December 4, 2018
14. Conduct public presentation at a HPAB meeting to share project results with the board, staff and public - January 2019
15. Complete project close out - February 2019

Section 4: Public Benefit and Outreach (20 points)

Include who will benefit and how they will benefit as well as information on how you will make others aware of the project and share its results.

The public benefit and outreach goal of this project is to increase awareness and understanding of the importance of Boulder County's hard rock mining history and the value it brings to the public to preserve these disappearing sites.

The most tangible benefit will be the valuable information obtained from the survey project that will guide the County in making management plan decisions to protect significant cultural resources on the Sherwood Gulch open space properties from adverse effects of future infrastructure improvements that include trails, parking lots, kiosks and shelters. The infrastructure improvements will increase public visitation and subsequently provide the County an opportunity to educate the public about the importance of its hard rock mining past through future County staff guided tours and interpretative panels. As part of its standard funded operations, Boulder County staff regularly offers seasonal guided tours on many of its other open space properties, educating the public about diverse topics such as plants, wildlife, water, geology and history. The County also develops and funds its own interpretative panels.

The project results will also be used by County staff to pursue the possibility of planning and budgeting for future landmark, State or National Register nominations, interpretation opportunities and rehabilitation projects as part of its 5 year planning and budgeting process. All which provide a public benefit by preserving the history and physical remains of an important part of Boulder County's past for current and future generations to experience while using open space. A better understanding and appreciation for these sites could possibly deter vandalism and theft.

It is important for Boulder County to share the project findings with the public. The best mechanism for that to occur is through several different outreach opportunities. The first opportunity will be a presentation by the project manager a public HPAB meeting at the beginning of the project to introduce the project and again at the end of the project to present the findings and recommendations. The public attends these meetings in smaller numbers, but Boulder County values these presentation opportunities no matter the number of people present as a way to promote its stewardship of its cultural resources.

The second outreach opportunity will be to partner with the Nederland Mining Museum to incorporate the project findings during their Hard Rock Mining Tours outlined in Sections 1 and 2 of this grant application. The tours are a very efficient method to directly and personally promote the project with the public. The van tour leaders will introduce the project, share why the project is important, what was found, and how the County plans to use this information in the future management of the properties.

Section 5: State Preservation Plan (10 points)

Describe how your project supports at least one goal of the [State Preservation Plan](#).

A summary of the current preservation goals call for the safeguarding of places, traditions, cultural connections, and the richness of our heritage through education about our collective past. Boulder County's project supports 4 of the 6 goals of the 2020 Colorado State Preservation Plan.

Boulder County's project supports Goal A by continuing the County's long standing practice to identify, document, evaluate, protect and interpret cultural resources on open space. One of the Boulder County Open Space Department's major identified goals is to "to protect, restore and interpret cultural resources for the education and enjoyment of current and future generations." The County has supported this goal by completing over 1000 architectural and historic surveys on both public and private property and 25 archaeology surveys on open space in an effort to preserve the places that matter over the past 42 years.

The project supports Goal C by leading by example through the undertaking of this project that demonstrates cultural resources are important to all citizens and thus shaping a positive preservation message with the project's public outreach efforts. Boulder County strives to be a leader in promoting the value of historic preservation by completing numerous historic projects every year that include cultural resource surveys, nominations, historic structure assessments and rehabilitation projects.

The project supports Goal D by publicizing the benefits of the project results through the two planned public presentations at future Historic Preservation Advisory Board meetings and during the Nederland Mining Museum's Hard Rock Mining Tours that visit several successfully preserved hard rock mining sites.

The project supports Goal E by weaving the project findings and historic preservation message through the staff and public interactions during the Nederland Mining Museum's Hard Rock Mining Tours. Since taking over operations five years ago, the County has successfully promoted the history of hard rock mining and preservation of the places that matter through its Hard Rock Mining Tours, expanding the museum hours of operation, providing for free museum visitation, and including evening presentations about Boulder County hard rock mining history.

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

Applicants are required to submit a completed combined scope of work and budget form with this application. The form is in Excel format and can be downloaded at <https://www.historycolorado.org/certified-local-government-grants>.

In addition to the required Combined Scope of Work and Budget Form, you may submit a supplemental Scope of Work and Budget in your own format to provide additional description of each project component if you think it will help reviewers better understand your project. You may also further define and explain the details of your scope of work and costs in the space below.

The budget costs associated with planned contracted services are based upon 3 consultant's estimates.

The \$3,000 cash match for this project has already been allocated in the 2018 Boulder County Open Space Resource Planning budget.

The County will provide in-kind services for grant management, project management, field crew participation, public presentations and training for the Nederland Mining Museum van tour leaders.

**Certified Local Government (CLG) Subgrant Application
Combined Scope of Work and Budget Form**

If additional space is needed for descriptions please continue into the next box field.

*Please note do not use the **cut and paste** functionality to move information between boxes.*

*If needed please use the **copy and paste** functionality only.*

A.	<p>Contracted prefield work tasks and project management</p> <ol style="list-style-type: none"> 1. OAHF file search (\$20) 2. Review existing documentation, photos and other information sources (\$640) 3. Conduct archival research (\$520) 	\$ 1,180
B.	<p>Contracted Survey Fieldwork</p> <ol style="list-style-type: none"> 1. Complete fieldwork, including photography, gis spatial data collection <ul style="list-style-type: none"> Principal Investigator - 2 hrs @ \$90/hr (\$180) Project Director - 50 hours @ \$80/hr (\$4000) GIS Specialist - 8 hours @ \$70/hr (\$560) Field Crew (2) - 100 hours @ \$45/hr (\$4500) 	\$ 9,240
C.	<p>Contracted Post Fieldwork Documentation</p> <ol style="list-style-type: none"> 1. draft post field work letter (\$270) 2. draft site forms and survey report (\$5680) 3. final site forms and survey report (\$720) 4. Prepare GIS data, draft maps GIS Specialist - 32 hours @ \$70/hr (\$2240) 5. Lab/Report Technician - 40 hours @ \$45/hr (\$1800) 	\$ 10,710
D.	<p>Contracted Travel and Supplies</p> <ol style="list-style-type: none"> 1. Mileage: 750 miles @ \$.52/mile (\$390) 2. Photocopies and office supplies (\$300) 3. GPS equipment fee for 2 units @ \$50/day (\$500) 	\$ 1,190
E.	<p>Public Outreach</p> <ol style="list-style-type: none"> 1. Project manager to develop and present at 2 HPAB public meetings - 8 hours @ \$44.64/hour - \$357.12 (in-kind match) 2. Project manager to train Hard Rock Mining Tour van tour leaders 6 hours @ \$44.64/hour - \$267.84 (in-kind match) 3. Van tour leaders - 6 tours - 1.5 hours @ \$15/hour - \$22.50 (in-kind match) 	\$ 647
F.	<p>Grant and Project Management and Field Crew Participation</p> <ol style="list-style-type: none"> 1. Grant management - 25 hours @\$44.64/hour (\$1,116) (in-kind match) 2. Project management - 25 hours @ \$44.64/hour (\$1,116) (in-kind match) 3. Project manager as field crew - 16 hours @ \$44.64/hour (\$714) (in-kind match) 	\$ 2,946


HISTORY *Colorado*
 STATE HISTORICAL FUND

G.	[Shaded header area]	\$ -
H.	[Empty description area]	\$ -
I.	[Empty description area]	\$ -

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

Project Total	\$	25,913
Grant Request	\$	19,320
Cash Match	\$	3,000
In-Kind Match	\$	3,593
Total Match	\$	6,593

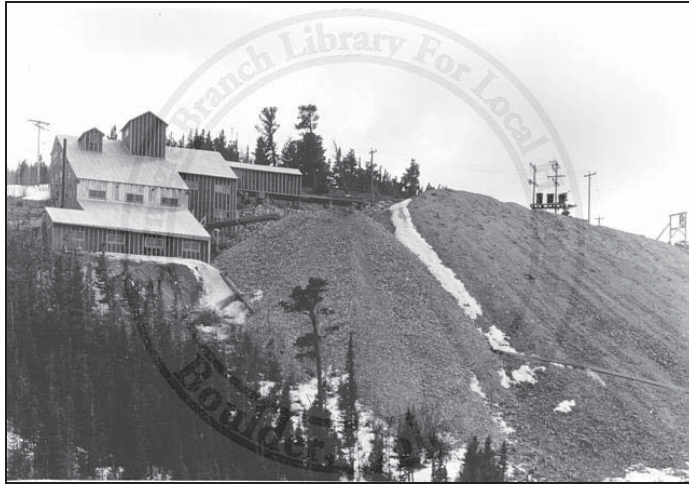
Attachments:

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

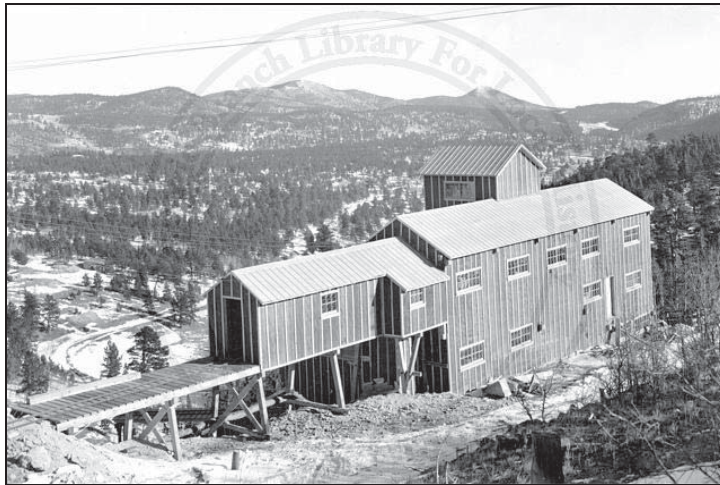
- W-9 (required)
- Estimates
- Photographs
- Maps
- Letters of Support

Historic photos

Photos courtesy Carnegie Branch Library for Local History from the Boulder Historical Society/Museum of Boulder collection



Conger Mine circa 1939-1942



Conger Mine circa 1939-1942



Conger Mine circa 1939-1942

Current photos



Mine building feature at unidentified site



Inside mine building feature at unidentified site



Headframe ruin at unidentified site



Foundations at unidentified site



Foundations at unidentified site



Ore bin ruin at unidentified site

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Boulder County, Colorado		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Local Government		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) PO Box 471		Requester's name and address (optional)
	6 City, state, and ZIP code Boulder, CO 80306-0471		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																							
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																							
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table> <p style="text-align: center;">OR</p> <table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td style="width: 20px; height: 20px;">8</td><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;">-</td><td style="width: 20px; height: 20px;">6</td><td style="width: 20px; height: 20px;">0</td><td style="width: 20px; height: 20px;">0</td><td style="width: 20px; height: 20px;">0</td><td style="width: 20px; height: 20px;">7</td><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">8</td></tr> </table>	Social security number																		Employer identification number									8	4		-	6	0	0	0	7	4	8
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ Date ▶ <u>3/10/2015</u>

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



PROPOSED CLASS III CULTURAL RESOURCE INVENTORY OF THE CARIBOU RANCH - SHERWOOD GULCH PARCEL FOR BOULDER COUNTY PARKS AND OPEN SPACE

December 6, 2017

Scope of Work and Assumptions

- Boulder County Parks and Open Space has requested an estimate for effort to complete a Class III (intensive) cultural resource inventory of 176.5 acres of land located north west of Nederland in T1S – R73W; sections 11 and 12.
- Archaeological work will consist of the intensive pedestrian inventory of the 176.5-acre parcel which will ensure 100% coverage of the property. Areas with steep slopes, exceeding 24 degrees, may be excluded from the intensive pedestrian inventory, but will still be investigated for mining features when conditions are suitable for crew safety.
- Resources to be documented consist of:
 - Congor Mine (BL527) – New site form required
 - Primos Mine – New recording
 - Beddig Mine – New recording
 - Quay Mine (BL1605)– New form required
 - Junior Mine – New recording
 - Switzerland Trail – Segment intersecting inventory area to be recorded
- It is assumed that, aside from the known historic resources, site density will be low to moderate. However, it seems likely that additional mining related resources will be encountered.
- The Class III inventory will meet the standards and guidelines of the Office of Archaeology and Historic Preservation (OAHP).
- All resources encountered that are 50 years in age or older will be documented on the appropriate OAHP site forms.
- Fieldwork (survey and recording) is estimated to require no more than five 10-hour days (including drive time) for the Project Director and two crew members to complete.
- Fieldwork will be conducted from the Fort Collins office rather than lodging crews overnight stays due to the high cost and limited options in the Nederland area.
- A technical report will be prepared that meets the BCPOS and Colorado OAHP standards for content and format. The report will be accompanied by all require Colorado OAHP cultural resource management and component forms.
- Historic background for the mining sites will be summarized from the extant Boulder County hard rock contexts.
- Deliverables will consist of:

- 3 hardcopies of the report for Boulder County (1), and OAHP (2)
- 3 hardcopies of the cultural resource forms for Boulder County (1) and OAHP (2)
- PDF files for the report and forms
- There will be no barriers to access, either legal or physical to any part of the survey area during the fieldwork phase.
- It is assumed that the ground will be clear and snow free at the time of survey.
- No artifacts will be collected; all cultural materials will be fully documented during the field visit.

Estimated Cost Breakdown

The estimated costs are based on the scope of work and assumptions as described above. Centennial works on a time and materials basis; if project work is completed in less time than anticipated, actual costs will be correspondingly less.

Labor				
Position	No. of Hours		Rate per Hour	Subtotal
Principal Investigator	5	@	\$90.00	\$450.00
Project Director	118	@	\$80.00	\$9440.00
Technical Editor	8	@	\$70.00	\$560.00
GIS Specialist	40	@	\$70.00	\$2800.00
Historian	24	@	\$65.00	\$1560.00
Field Technician	100	@	\$45.00	\$4500.00
Laboratory/Report Technician	40	@	\$45.00	\$1800.00
			Labor Subtotal	\$21,110.00

Other Direct Costs (ODC)				
Vehicle Cost	Miles		Per Mile	Subtotal
Vehicle Cost	750	@	\$0.52	\$390.00
Miscellaneous	Days		Rate Per Day	Subtotal
GPS/Survey Equipment (per unit)	10	@	\$50.00	\$500.00
OAHP File Search Request	<i>at cost</i>		<i>estimate</i>	\$20.00
Printing and office supplies	<i>at cost</i>		<i>estimate</i>	\$300.00
			ODC Subtotal	\$1210.00

TOTAL COST	\$22,320.00
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Estimated Costs by Task

TASK	COST
1. Archival research and file search	
a. OAHF file search	\$20.00
b. review existing relevant documentation	\$640.00
c. conduct archival research	\$520.00
Subtotal	\$1180.00
2. Survey fieldwork	
Complete field work	
Principal investigator - 2 hours @ \$90 per/hour	\$180.00
Project Director - 50 hours @ \$80 per/hour	\$4000.00
GIS specialist - 8 hours @ \$70 per/hour	\$560.00
Field Crew (2) – 100 hours @ \$45 per/hour	\$4500.00
GPS/survey equipment (2) – 10 day(s) @ \$50 day	\$500.00
Subtotal	\$9740.00
3. Complete post field work documentation	
a. Draft post field work letter report	\$270.00
b. Draft site forms and survey report	\$5680.00
c. Final site forms and final survey report	\$720
d. Prepare GIS data Draft Maps GIS specialist - 32 hours @ \$70 per/hour	\$2240.00
e. Laboratory/Report Technician 40 hours @ \$45 per/hour	\$1800.00
Subtotal	\$10,710.00
4. Travel, copies and supplies	
a. Mileage: 750 miles @ \$0.52/mile =	\$390.00
b. Photocopies: 3 survey report copies approx. 90 pages 3 copies site forms approx. 72 pages	\$300.00
c. Digital copies \$0	\$0
Subtotal	\$690.00
GRAND TOTAL	\$22,320.00

December 11, 2017

Ms. Carol Beam
Cultural Resource Specialist
Boulder County Parks & Open Space
52001 St. Vrain Road
Longmont, CO 805031

RE: Sherwood Gulch Class III Survey Cost Estimate

Dear Ms. Beam:

ERO Resources Corporation (ERO) is pleased to provide a Scope of Work and cost estimate to complete an intensive cultural resource survey of the above referenced project. ERO understands that Boulder County Parks & Open Space (Client) intends to submit a grant application under the Certified Local Government Grant Program. The survey area is about 177 acres.

ERO is an environmental consulting firm that specializes in cultural resource management, including conducting identification surveys, evaluative testing, and mitigation excavation phases. Our full-time staff of 11 cultural resource specialists include a historical archaeologist/architectural historian. Given the preponderance of historical resources expected within the project area, Abbey Sanocki (M.A.), historical archaeologist, would lead the survey effort; Sean Larmore would serve as principal investigator.

The following tasks would be completed in support of the project:

Task 1. File and Literature Review

ERO will conduct a formal archaeological file and literature search with the Office of Archaeology and Historic Preservation (OAHP) to identify previous cultural resource inventories and documented cultural resources within the APE. Additional records may be consulted, including general land office (GLO) records, historical maps and historical aerial imagery.

Task Assumptions

- A preliminary file search has identified seven cultural resources within the project area and no previous survey work within the project area.

Contracted Prefield Work Tasks

1. Review and process file search results - 2 hrs @ \$78/hr
2. Conduct archival research - 2 hours @ 78/hr
3. Project kick off meeting - 1 hr @ \$90/hr

Task Total: \$452.80

Denver
1842 Clarkson St.
Denver, CO 80218
303.830.1188

Durango
1015 ½ Main Avenue
Durango, CO 81301
970.422.2136

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

Idaho
4001 East Main Street
Emmett, ID 83617
208.365.7684

Task 2. Cultural Resources Survey

ERO will conduct a Class III (intensive) cultural resource survey of the project area that conforms to the Secretary of Interior’s Guidelines for Identification and by supervisory personnel that meet the Secretary of the Interior’s Professional Qualification Standards. This task will involve three archaeologists walking systematic transects to identify unknown cultural resources within the project area. Resources identified during Task 1 will be reevaluated in the field, if necessary, under this Task. Survey transects will not exceed 20 meter spacing.

Identified cultural resources will be documented on relevant OAHp site forms, mapped, photographed, and recorded using a sub-meter GeoXH global positioning system (GPS) unit. Each identified resource will be assessed for its eligibility to be listed in the National Register of Historic Places (NRHP) per 36 CFR 60.4 of the National Historic Preservation Act (NHPA, 1966, as amended).

Task Assumptions

- Ground conditions must be 80 percent free of snow and any pedestrian survey areas and access roads must be dry to initiate survey. These stipulations are required by the SHPO and federal agencies.
- The number and complexity of cultural resources within the project area can substantially affect the level of effort to adequately document and evaluate the resources. ERO’s cost estimate assumes a minimum of 7 cultural resources and a maximum of 12 resources will be located within the APE.

Contracted Survey Fieldwork

1. Pre-field preparation – 2 hrs @ 62/hr
1. Complete survey and site identification and documentation, including travel - 40 hrs @ 90/hr and 80 hrs @ \$62/hr
2. Prepare post field work letter report - 2 hrs @ 90/hr and 2 hrs @ \$62/hr
3. Complete GIS post field work processing - 2 hours @ 78/hr

Task Total: \$9,144.00

Task 3. Report Preparation

ERO will prepare a cultural resource survey report that conforms to OAHp (state) and Secretary of the Interior’s Standards for Documentation. This report will include figures depicting the project area and tables listing documented cultural resources, their NRHP eligibility, and management recommendations. A separate appendix will include completed OAHp site forms and cultural resource site location maps (information exempted from the Freedom of Information Act and prohibited from disclosure to the general public). ERO will ensure all documents and figures are reviewed for technical and editorial accuracy.

Contracted Report and Site Form Preparation

1. Complete draft survey report and draft site forms - 4 hours @ \$90/hr; 40 hrs @ \$78/hr; 60 hrs @ \$62/hr
2. Complete final survey report and site forms - 1 hours @ \$90/hr; 4 hrs @ \$78/hr; 4 hrs @ \$62/hr; 5 hrs @ \$50/hr

Total Task: \$8,404.00

Products

- Digital Client Draft
- Three hard copies of Final Report, Site Forms, and GIS shapefiles

Task 4. Project Management

This task would include items specifically associated with contract and project management including project start-up documentation, health and safety plan compliance, monthly invoicing, client communication through emails and phone calls, and project close-out documentation.

Contracted Project Management

1. Project management – 4 hrs @ \$90/hr and 4 hrs @ \$72/hr

Task Total: \$648.00

Contracted Travel and Supplies

1. Mileage: 400 miles @ \$.54/mile
2. Photocopies: \$30.00 (color); \$45.00 (B/W)
3. GPS Fee: \$440.00
4. OAHP file search - \$8 USGS section x 2

Total (+ 6% markup): \$783.55

Total Project Cost: \$19,432.35

Please do not hesitate to get in touch if you have any questions regarding the scope of work and fee estimate. ERO would conduct the project as a fixed fee estimate. I may be reached at (970) 422-2136 or slarmore@eroresources.com.

Best regards,



Sean Larmore
Principal Investigator

Attachments



December 3, 2017

Carol Beam
Boulder County Parks and Open Space (BCPOS)
5201 St Vrain Road
Longmont, CO 80503

RE: Proposal for Completing Cultural Resources Work for the Caribou Ranch – Sherwood Gulch Project, Boulder County, Colorado

Dear Carol:

At your request, PaleoWest Archaeology (PaleoWest) has compiled a cost estimate for conducting cultural resource work for the proposed Caribou Ranch – Sherwood Gulch project in Boulder County, Colorado for BCPOS. We understand that the project involves inventorying three parcels: 158311000006 (all 80 acres), 158311000030 (90.544 acres, excluding 19.832 acres), and 158312000019 (Parcel C, 5.970 acres, excluding 3.050 acres). The total inventory area is 176.514 acres. Our proposed activities and a cost breakdown are provided below.

RESEARCH AND FIELDWORK

- Participate in a project kick-off meeting with BCPOS and the Office of Archaeology and Historic Preservation (OAHP)
- Request a file search of Office of Archaeology and Historic Preservation (OAHP) records for a 1-mile radius around the project area
- Conduct archival research about the known mining-related resources using General Land Office records and other applicable sources
- Prior to conducting fieldwork, consult with BCPOS about a strategy for investigating areas with steep, unsafe slopes
- Conduct an intensive pedestrian inventory of the project area, using transects spaced no more than 15–20 meters apart, possibly excepting in steep areas
- Fully (re-)record the following sites:
 - 5BL527 Conger Mine (recorded in 1977 and 1986)
 - 5BL1605 Quay Mine (recorded in 1986)
 - Primos Mine (not yet recorded)
 - Beddig Mine (not yet recorded)
 - Junior Mine (not yet recorded)
 - 5BL358 Switzerland Trail segment (site but not segment recorded in 1980)
 - 5BL9392 small adit (recorded in 2003) if it extends into the project area
- Record the locations of any additional, previously undocumented cultural resources that are 50 years old or older
- Collect prehistoric artifacts we encounter

Assumptions

- PaleoWest will participate in the kick-off meeting via telephone
- PaleoWest will record all isolated finds (IFs) and up to 10 sites (including those listed above) for the proposed cost
- PaleoWest will record additional sites for an **additional \$760 per site**

Schedule

- Request a file search by OAHP within five business days of receiving notice to proceed (NTP)
- Complete additional research within 10 business days of receiving NTP
- Conduct fieldwork within 10 business days of completing file search and research, dependent on ground surface being 100% visible

REPORTING

- Prepare a post-fieldwork letter report for BCPOS summarizing fieldwork findings
- Prepare a full cultural resource report with environmental information, culture history, file search results, field methods and findings, and resource eligibility and effects recommendations
- Prepare OAHP site forms and IF forms to Secretary of the Interior and OAHP standards
- Submit PDF copies and three hard copies of final report and resource forms to BCPOS

Schedule

- Submit electronic copy of full draft report and site and IF forms within 30 business days of completing fieldwork
- Submit final hard and electronic copies of report and forms within 10 business days of receiving comments from BCPOS and/or OAHP

COSTS

Historic Context Development and File Search

1. OAHP file search \$8/USGS section @ 10 sections: **\$80**

2. Review existing documentation, photos and other sources:

- 4 hrs @ \$80/hr = \$320
- 2 hrs @ \$50/hr = \$100
- 1 hr @ \$40/hr = \$40
- 2 hrs @ \$65/hr = \$130

TOTAL \$590

3. Conduct archival research:

- 2 hrs @ \$80/hr = \$160
- 4 hrs @ \$50/hr = \$200
- 4 hrs @ \$40/hr = \$160

TOTAL \$520

4. Develop historic context:

- 4 hrs @ \$80/hr = \$320
- 2 hrs @ \$50/hr = \$100

TOTAL \$420

Survey Fieldwork and Documentation

1. Complete fieldwork, including photography, prepare post field work letter report
 - 26 hrs @ \$80/hr = \$2,080
 - 24 hrs @ \$65/hr = \$1,560
 - 28 hrs @ \$50/hr = \$1,400**TOTAL \$5,040**
2. Complete draft survey report and draft site forms:
 - 24 hrs @ \$80/hr = \$1,920
 - 46 hrs @ \$50/hr = \$2,300
 - 16 hrs @ \$40/hr = \$640
 - 4 hrs @ \$60/hr = 240**TOTAL \$5,100**
3. Complete final survey report and site forms:
 - 4 hrs @ \$80/hr = \$320
 - 4 hrs @ \$50/hr = \$200
 - 8 hrs @ \$40/hr = \$320**TOTAL \$840**
4. Complete GIS post field work documentation 12 hrs @ \$65/hr = **\$780**

Travel and Supplies

1. Mileage: 150 miles @ \$0.535/mile: \$80
2. Field Supplies: \$50
3. Photocopies: \$8
4. Printing: \$25

Total Cost: \$13,533

We look forward to working with you on this project! Please feel free to email or call me with any questions about this proposal.

Sincerely,



Rebecca H. Schwendler, Ph.D.
Principal Investigator and Project Manager
rschwendler@paleowest.com, 970-409-9893



COLORADO

Division of Reclamation,
Mining and Safety

Department of Natural Resources

1313 Sherman Street, Room 215
Denver, CO 80203

January 3, 2018

Mark Rodman
Director of Preservation; History Colorado
1200 Broadway
Denver CO 80203

Dear Mr. Rodman,

The Colorado Division of Reclamation, Mining and Safety (DRMS) is in support of Boulder County's Certified Local Government (CLG) grant application to fund a Class III Cultural Resource Survey on the Sherwood Gulch and Upper Sherwood Gulch open space properties. Boulder County open space properties contain numerous historic hard rock mining sites that have not been thoroughly recorded nor evaluated for their historic significance, but are visited everyday by the public. In 2015, DRMS and Boulder County Open Space entered into an Interagency Agreement to safeguard hazardous mine openings on County Property. To date, DRMS has safeguarded hundreds of mines throughout Boulder County and dozens on Boulder County Open Space. Mine openings present a safety hazard for the public and are a constant concern for the resources on the properties. Cultural and historic surveys are an important component of the safeguarding/closing process of abandoned mines. The surveys will not only benefit the Boulder County Open Space, but DRMS can use these the surveys as a component of the federally required NEPA documentation for any closures in the grant funded location.

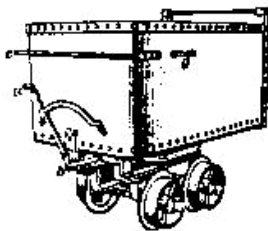
The Class III survey project will identify new mine hazards that can be safeguarded under the DRMS and Boulder County agreement, and allow Boulder County to make informed and proper management decisions for these open space properties. It will promote a positive safety and preservation message to the public.

Boulder County is qualified to manage this grant having completed numerous similar other mining related cultural/historic projects. Boulder County is proactive about the safety and stewardship of all its cultural resources on the over 100,000 acres of open space. I urge you to support this grant application that will directly impact the way these resources are managed and educate the public about Boulder County's rich hard rock mining history.

Thank you,

Erica S. Crosby
Senior Environmental Protection Specialist





Mountain States Historical

History Colorado
Mark Rodman
Director of Preservation Programs
1200 Broadway
Denver, CO, 80203

January 3, 2018

Dear Mr. Rodman

I urge History Colorado to award Boulder County Parks and Open Space the CLG grant sought for their Class III Cultural Resource Survey of the Sherwood Gulch and Upper Sherwood Gulch open space properties.

In 2007, I produced an MPDF document entitled Amendment to Metal Mining and Tourist Era Resources of Boulder County (posted on History Colorado's website). The MPDF covers the history of the county's mining industry, and especially tungsten and its significance. When developing the MPDF, I was surprised to learn that Nederland, and Sherwood Gulch in particular, were one of the world's most important tungsten centers 1900-1920. German steel-makers pioneered tungsten alloys circa 1900, with British and American firms following shortly afterward. At that time, tungsten was considered a novel and rare metal, known in limited volumes in only a few places worldwide. Rich ore was discovered near Nederland, fostering a major rush and additional finds. The best were in the Sherwood Gulch area, with Nederland becoming the only significant source of tungsten in the world circa 1910. Although tungsten was unearthed elsewhere later in the decade, Nederland remained a tungsten center of national importance. Using Boulder County tungsten, steel-makers revolutionized hardened tool-steel, weapons and armor, oil drilling implements, and yes, lightbulbs. I could go on about the significance of Boulder County tungsten and its industry.

Not only is Sherwood Gulch important in the nation's mining history, but also the area offers a good assemblage of tungsten mine sites. I personally examined the gulch during a comprehensive survey of the county's significant mine sites years ago, and concluded that the resources are important enough, and retain sufficient integrity, for NRHP listing. Together, the resources and natural setting form a compelling historic mining landscape.

Sherwood Gulch has good potential to educate the public regarding this grossly overlooked facet of mining in general, and Colorado history in particular. In my 20 years

of professional experience with mining history, I am aware of very few attempts anywhere at preserving and interpreting tungsten sites.

Awarding Boulder County Parks and Open Space (BCPOS) a grant to inventory and evaluate would be throwing good money after good. Again in my long experience with mining history, BCPOS is among the more active agencies in preservation. BCPOS has a proven record of investing very heavily acquiring, improving, interpreting, and managing premier mining resources in the county. Examples include the Bluebird Mine (5BL.415), Blue Jay fluorspar mine (5BL.8846), Rocky Mountain Mammoth Mine (5BL.5601), Wallstreet Assay Office museum (5BL.2674), Nederland Miners' Museum (5BL.7530), and Cardinal Mill (5BL482). BCPOS will carry over its aggressive preservation and interpretation management to Sherwood Gulch, for yet another highly accessible public asset. Further, Sherwood Gulch will close a loop in how tungsten history is presented, allowing heritage tourists to visit mines where ore was produced, the Cardinal Mill where the ore was concentrated, and the Miners' Museum for context. Again, I urge History Colorado to award a CLG grant to BCPOS.

All the best,

Eric Twitty



January 8, 2018

Mark Rodman
Chief Preservation Programs Officer | Deputy State Historic Preservation Officer
1200 Broadway
History Colorado
Denver CO 80203

Dear Mr. Rodman,

I am writing in support of Boulder County's Certified Local Government (CLG) grant application to fund a Class III Cultural Resource Survey on the Sherwood Gulch and Upper Sherwood Gulch open space properties. These open space properties contain numerous historic hard rock mining sites that have not been thoroughly recorded nor evaluated for their historic significance, but are visited everyday by the public. Theft and vandalism are a constant concern for the resources on the properties. Without the benefit of this survey project to guide the open space where to focus its limited resources for protection, trail construction or potential rehabilitation projects, the resources will continue suffer from these threats.

Boulder County has demonstrated its leadership role for preserving its hard rock mining history by its acquisition of the Nederland Mining Museum, rehabilitation projects at Cardinal Mill, Rocky Mountain Mammoth Mine and Blue Bird Mine and their seasonal public Hard Rock Mining Tours.

The Class III survey project will allow Boulder County to make informed and proper management decisions that are on the horizon for these open space properties while promoting a positive preservation message to the public.

Boulder County is well qualified to manage this grant having completed numerous similar other projects. The county strives to be proactive about the stewardship of all its cultural resources and this project exemplifies their dedication while trying to manage over 100,000 acres of open space with limited funding.

I urge you to support this grant application that will directly impact the way these resources are managed and promote a visible connection to our rich hard rock mining history.

Cordially,

A handwritten signature in black ink that reads "Abby Daniels".

Abby Daniels
Executive Director



Parks & Open Space

5201 St. Vrain Road • Longmont, Colorado 80503
303.678.6200 • Fax: 303.678.6177 • www.BoulderCountyOpenSpace.org

Attachment H

March 13, 2018

Re: Consultant Specifications for BCPOS Cultural Resource Data

The following specifications must be met and products delivered by any consultant who is selected to map Cultural Resource data for Boulder County Parks and Open Space.

1. A signed Data Sharing Agreement. See attached example Data Sharing Agreement.
2. A description of the methodology to be used to collect BCPOS Cultural Resource data. This shall be submitted during the RFP process, and shall include, but is not limited to:
 - a. The GPS hardware and/or software used
 - b. The spatial accuracy of the GPS device
 - c. The GIS software used
 - d. If digitized (the data is not collected using a GPS device), the source and resolution of the aerial imagery and the method used to digitize the cultural features
3. All Cultural Resource GIS data will be submitted to the Colorado Office of Archaeology & Historic Preservation (OAHP). Therefore, all GIS data submitted to BCPOS must adhere to these standards set forth by OAHP here: <https://www.historycolorado.org/gis-information>
4. Final data must only include data collected in the current year.

ATTACHMENT I

BOULDER COUNTY, COLORADO CONFIDENTIAL AND SENSITIVE INFORMATION SHARING AGREEMENT

This Confidential and Sensitive Information Sharing Agreement (“Agreement”) is entered into by and between the **COUNTY OF BOULDER**, a body corporate and politic (the “County”), and _____ (the “Recipient”) (individually each a “Party” and collectively the “Parties”).

RECITALS

1. The Recipient has requested the disclosure of certain data gathered and held by the County that the County believes to be confidential and/or sensitive and immune from the disclosure requirements of the Colorado Open Records Act (CRS § 24-72-201 *et seq.*) (the “Protected Information”).
2. The County has determined that the Protected Information is exempt from disclosure to third parties because disclosure to third parties without the County’s permission would do substantial injury to the public interest under the Colorado Open Records Act (CRS § 24-72-203(1), CRS § 24-72-204(6)(a)).
3. Additionally, use and disclosure of the Protected Information is further governed by the County’s Sensitive GIS Data Policy adopted March 26, 2015, which is available upon request.
4. The County agrees that there are legitimate purposes to which the Recipient may use the Protected Information which do not violate the Colorado Open Records Act.
5. The Parties are entering into this Agreement to set forth the terms and conditions upon which the Protected Information will be disclosed to the Recipient and the limitations upon Recipient’s use of the Protected Information.

AGREEMENT

Now therefore, in consideration of the mutual covenants, conditions, and promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Recipient, in accepting the Protected Information, hereby acknowledges the limitations of such Protected Information and the restrictions on its use. The Protected Information being provided is intended to comply with the Recipient’s ability to use the Protected Information for its internal purposes, but while also acknowledging that the County has legitimate concerns about the Protected Information’s use by third parties.
2. No part of the Protected Information may be copied, reproduced, published in raw form or transmitted in any form or by any means whatsoever, including, but not limited to, electronic, mechanical, photocopying, recording, scanning, or by any information retrieval system that can be accessed by third parties without the County’s prior written consent. The Recipient shall not

license, relicense, sub-license, assign, release, publish, transfer, sell or otherwise make available any portion of the Protected Information to a third party without the prior express written permission of County.

3. If a third party makes a request for access to the Protected Information and alleges that it is entitled to disclosure of the Protected Information under the Colorado Open Records Act, if the Recipient is a governmental entity, it shall assert to the third party that the Protected Information is protected from disclosure by CRS § 24-72-204(6)(a) because its disclosure would do substantial injury to the public interest. If the third party challenges whether the Protected Information is protected from disclosure by CRS § 24-72-204(6)(a), the Recipient shall timely offer the County the opportunity to petition to a district court for an order permitting restriction from disclosure. If Recipient is not a governmental entity, Recipient shall instruct such third party to direct any Open Records Act requests to the County.

4. The Protected Information which is the subject of this Agreement has been developed solely for internal use only by County, and County makes no warranties, representations or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of the Protected Information, nor accepts or assumes any liability arising from or for any incorrect, incomplete or misleading Protected Information provided pursuant to this purchase/request. There are no warranties and/or representations, either expressed or implied, of merchantability or fitness of the Protected Information for a particular purpose or use. The Recipient shall immediately notify the County in writing of any and all defects, errors, inaccuracies, or any other problems with the Protected Information discovered by Recipient.

5. The County is not responsible for incidental, consequential, or special damages arising from the use of the Protected Information provided to Recipient. Recipient agrees that the Protected Information shall be used and relied upon only at the risk of Recipient. Recipient agrees to indemnify and hold harmless County, its officials (elected or appointed), officers, employees, servants and agents from any and all liability, claims, losses, damages, injuries, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, producing or communicating the Protected Information which is the subject of this Agreement.

6. Protected Information will remain the property of the County. The Recipient agrees that the Protected Information will be disclosed or disseminated only to the Recipient's employees who have a need to know and who are under an obligation limiting the use and disclosure of the Protected Information. Upon termination of this Agreement, or once the purpose for which Recipient received the Protected Information no longer exists, no further disclosure or dissemination of the Protected Information shall be permitted, except with written permission of the County. **Recipient shall, to the extent practicable, destroy all Protected Information and shall provide the County with written confirmation once the Protected Information is destroyed.**

7. Notice: Within sixty (60) days after a change of a Party's address, the Party shall provide the other Party with written notice of any change of address. For purposes of the notices required to be provided, all such notices shall be in writing, and shall be either sent by Certified

U.S. Mail - Return Receipt Requested, Electronic Mail, or hand-delivered to the following representatives of the Parties at the following addresses:

To the County: Boulder County Parks and Open Space
Attention: **Contracting Staff**
5201 St. Vrain Road
Longmont, CO 80503

To the Recipient:

8. Pursuant to the terms of this Agreement, County shall provide Recipient the following Protected Information:

9. Additional conditions of and/or rights relating to the release to Recipient of the Protected Information are as follows:

10. General Provisions:

(a) Recipient warrants and represents to County that it has full power, right, and authority to enter into this Agreement and, where applicable, to act as agent for and to be bound to perform all the terms and conditions pursuant to, this request for Protected Information.

(b) Each Party, upon thirty (30) days prior written notice, may terminate this Agreement. The obligation to protect the confidentiality of information received prior to termination shall survive.

(c) This Agreement will be governed by the laws of the State of Colorado, excepting its conflicts of law provisions. This Agreement and any amendment thereto, must be in writing and signed by an authorized representative of each Party. No failure or delay in exercising any right under this Agreement will operate as a waiver of any term or condition hereunder.

(d) The Recipient agrees to use the same degree of care to protect the confidentiality of the information it receives from the County as it would use to protect its own confidential or sensitive information.

(e) This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or nature not contained herein. No amendments, changes, modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties. This Agreement is not assignable under any circumstances whatsoever. All of the terms and conditions of this Agreement shall remain in full force and effect and apply to any changes, updates, revisions or amendments to the Protected Information which is the subject of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date set forth below.

RECIPIENT:

By: _____

Title: _____

Date: _____

THE COUNTY OF BOULDER, a body corporate and politic

By: _____

Eric M. Lane, Director
Boulder County Parks and Open Space Department

Date: _____

ATTACHMENT J

SAMPLE ADDENDUM TO CONTRACT

OFFICE OF MANAGEMENT AND BUDGET

POST FEDERAL AWARD REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the **[Contract Title]**, RFP **[number]**, Contract (the “Contract”) between **[contractor]** (“Contractor”), and Boulder County, (the “County”).

The parties acknowledge that the above-referenced contract is subject to the provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This Addendum is hereby expressly incorporated into the contract between Boulder County and the Contractor. Regardless of any conflict of provisions language contained in the Contract, to the extent that the terms of the Contract and this Addendum conflict, the terms of this Addendum shall control.

The applicability of the following contract provisions are described in brackets, below. As applicable, the following provisions are hereby added and incorporated into the above-referenced Contract:

2 C.F.R. § 700.12(b): Contract provisions

[For negotiated contracts (except those for less than the simplified acquisition threshold) awarded by Boulder County]

Boulder County, USAID, the Comptroller General of the United States, or any of their duly authorized representatives, must have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

Appendix II: Contract Provisions for non-Federal Entity Contracts Under Federal Awards

(A) *[For contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908]*

Breach. Any breach of the Contract by Contractor shall be governed by the Termination and Related Remedies provision of the Contract. Additionally, in the event that the County incurs damages as a result of Contractor’s breach, the County may pursue recovery of such damages from Contractor. The County further retains the right to seek specific performance of the Contract at any time as authorized by law. The County further retains the right to otherwise pursue any remedies available to the County as a result of the Contractor’s breach, including but not limited to administrative, contractual, or legal remedies, as well as any applicable sanctions

and penalties. Termination for cause and convenience are governed by the Termination and Related Remedies provision of the Contract.

(B) *[All contracts in excess of \$10,000]*

Termination. Termination for cause and convenience are governed by the Termination and Related Remedies provision of the Contract.

(C) *[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]*

Equal Employment Opportunity. Contractor agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), 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.” Contractor further agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.

(D) *[When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities]*

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Contractor must fully comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance therewith, Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Copeland “Anti-Kickback” Act (40 U.S.C. 3145). Contractor must fully comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Pursuant to the Act, Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County shall report all suspected or reported violations of the Copeland “Anti-Kickback” Act to the Federal awarding agency.

(E) [*Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers*]

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Contractor must fully comply with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708), including 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contract is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) [*If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a)*]

Rights to Inventions Made Under a Contract or Contract. For contracts entered into by the Contractor or the County with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the parties must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

(G) [*Contracts and subgrants of amounts in excess of \$150,000*]

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. All parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All parties shall report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) [*For contract awards (see 2 CFR 180.220)*]

Debarment and Suspension (Executive Orders 12549 and 12689). Contractor attests that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) [*For contracts exceeding \$100,000*]

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractor attests that it has filed the required certification under the Byrd Anti-Lobbying Amendment. Contractor attests that it has certified that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor further attests that it has disclosed, and will continue to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(J) [*All contracts*]

Procurement of recovered materials (2 CFR §200.322). All parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SAMPLE

ATTACHMENT K
BOULDER COUNTY
SAMPLE CONTRACT FOR SERVICES

THIS CONTRACT ("Contract") is entered into between the **COUNTY OF BOULDER**, State of Colorado, acting by and through its Board of County Commissioners ("County") ("Contractor"), (collectively, the "Parties").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Incorporation into Contract: The following documents (the "Contract Documents") are each expressly incorporated into this Contract by reference:

- a. The attached Scope of Work, or/and Bid Specifications of Boulder County RFP No. XXXX-XX and Addendum, together with any alterations and/or modifications to these Specifications ("the Bid Documents"); and
- b. The attached Contractor's proposal in response to the Bid Document (the "Proposal") including the Contractor's fee schedule; and
- c. The attached revised scope of services, attached hereto as Exhibit A (the "Scope of Services").

2. Work to be Performed: The Contractor agrees that it will, in a good and workmanlike manner, at its own cost and expense and strictly in accordance with this Contract, including all documents incorporated herein, furnish all labor, material and equipment and do all work necessary, or incidental to complete the Boulder County project (hereinafter referred to as the "Project").

It is mutually agreed by all Parties, any unforeseen, unscheduled or unexpected change orders, modifications or additional services or additional funding required for this Project, shall be submitted by the Contractor, in a separate, written document, including an itemized fee schedule, complete description and completion schedule shall be presented to the County for review. Approval from the County, in writing, must accompany all Project Change Order requests.

3. Geographic Information System (GIS) Data: Contractors agree that the following, specified data formats, shall be used and/or adhered to when submitting required data to the County:

a. All GIS data must be ArcGIS 10.x compatible. Shapefiles may be accepted with written, pre-approval, from the County.

b. All GIS data must have complete metadata, following Boulder County GIS Metadata Standards located at: <https://assets.bouldercounty.org/wp-content/uploads/2018/03/metadata-standards-contractors.pdf>

c. All Computer Aided Design (CAD) files must have an assigned real world coordinate system to ensure compatible conversion into the County's GIS system, if necessary.

d. All spatial or georeferenced data will be provided to the county in the following coordinate system:

- i. Name:
NAD 1983 HARN State Plane Colorado
North FIPS 0501 Feet
- ii. Unit:
Foot US
- iii. Projection:
Lambert Conformal Conic
- iv. Horizontal Datum:
North American Datum 1983 HARN
- v. Vertical Datum:
North American Vertical Datum 1988
- vi. Spheroid:
GRS 1980

4. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

5. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

6. Payment: In consideration of the foregoing, the County hereby agrees to pay to the Contractor the amounts required for the **completion** of the project at the base bid amount, all according to the provisions and subject to the conditions as set forth in the Contract Documents.

Contractor shall submit, in writing, to Boulder County, a request for all payments. Upon receipt of applicable guaranties/warranties as specified in paragraph 9, Representations, Guaranty and

Warranties, final payment shall be paid upon the satisfactory completion of the Project. The County, in its sole discretion, shall determine satisfactory completion.

Invoices submitted must contain sufficient information detailing all expenses. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed, rate per hour, number of hours worked, mileage, mileage rate, and any associated administrative fees. Additionally, all invoices should contain the current date, invoice number, amount due and current return address.

- a. Send completed invoices to:
pospayables@bouldercounty.org or to
Boulder County
Parks and Open Space Department
Attention: A/P
5201 St. Vrain Road
Longmont, CO 80503
- b. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment.
- c. The County reserves the right to recoup any damages incurred as a result of Contractors failure to submit invoices pursuant to the terms of this paragraph.

7. Term and Time: This Contract shall begin and become effective on and as of the date of execution by the parties which date is specified on the signature page of this Contract.

It is further agreed that time is of the essence and work shall begin **within five (5) days of execution of the Contract, and when a "Notice to Proceed" has been issued by the County, unless determined differently by the County, in its sole discretion, and be COMPLETED, WEATHER PERMITTING,** unless additional time shall be allowed by the County, in writing.

The Contract shall be in full force and effect, subject to the Termination provisions as set forth in paragraph 22 of this Contract.

8. Retainage: The County reserves the right to withhold a retainage of ten percent (10%) on any or all payments until all of the work is accepted by the County, at its sole discretion, as satisfactory and complete.

9. Representations, Guaranty and Warranties: Contractor represents and warrants the following to The County, as a material inducement to the County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the work.

a. Execution of this Contract and performance thereof is within the Contractor's duly authorized powers;

b. Any individual executing this Contract is authorized to do so by the Contractor;

c. The Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the project; and

d. The Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the work and perform all obligations under the Contract.

10. RESERVED

11. Permits, Licenses, Locates and Codes: The Contractor shall have full responsibility for identifying and obtaining, prior to the start of work under this Contract, and for maintaining throughout the term of this Contract, any permits and licenses which may be required in order to carry out the work. The Contractor shall also be responsible for following all State and County codes, which may be required in order to carry out the Project. The Contractor shall also be responsible for all "locates" of all public utilities related to performing work under the terms of this Contract. The Contractor shall also be responsible for insuring that any of its subcontractors performing work under the terms of this Contract also satisfy the provisions of this paragraph.

12. Contractor Licensing: General contractors, HVAC contractors, and roofing contractors require licensing through the Boulder County Land Use Department. Electricians and plumbers must be licensed through the State of Colorado and registered with the Boulder County Land Use Building Safety and Inspection Division. Furthermore, it is required for all Architects, Professional Engineers and Professional Land Surveyors to be fully-licensed through the State of Colorado. It is the responsibility of the

Contractor to apply for and ensure the appropriate Contractor's license is obtained.

Project shall not proceed until said document(s) are received by the Parks and Open Space Contract Coordinator, as listed in paragraph 24, Notices.

13. Sustainability: The County encourages the Contractor to incorporate the practice of recycling and/or reuse of materials in a manner that will allow maximum recycling/reuse of Project materials.

14. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

15. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

16. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

a. Commercial General Liability.

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

b. Automobile Liability.

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

c. Workers' Compensation and Employer's Liability.

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

d. Professional Liability (Errors and Omissions).

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

The Contractor shall forward certificates of insurance directly to the Boulder County Parks and Open Space Department, 5201 St. Vrain Road, Longmont, Colorado, 80503, demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract.

Boulder County shall be named as an additional insured for **General Liability**, as designated in the contract. Additional insured shall be endorsed to the policy.

The additional insured wording shall be as follows:

County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.

Certificate Holder:

Boulder County
Attn: Risk Manager
P.O. Box 471
Boulder, CO 80306

Notice of Cancellation:

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or nonrenewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

17. Nondiscrimination: The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

18. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations, either by competitive bidding or negotiation, by the Contractor for any Work related to this Contract to be performed under a subcontract, including procurement of materials or equipment, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices, as set forth above.

19. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, as determined by the County within its sole discretion, the County shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the Contract until the Contractor complies with the nondiscriminatory provision set forth in paragraph 17 of this Contract; and/or
- b. cancellation, termination, or suspension of the Contract, in whole or in part, effective upon seven (7) days written notice to the Contractor pursuant to paragraph 22 of this Contract.

20. Subcontractors: The Contractor will include the provisions of paragraphs 17 through 19 in every subcontract, including procurement of materials and leases of equipment. The Contractor will take such action with respect to any subcontractor or procurement as the County of Boulder may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the County may, at its own discretion, enter into such litigation to protect the interests of the County.

21. Post Completion: Final payment made to the Contractor, on account of the work, shall not operate to relieve the Contractor of responsibility for faulty material or workmanship, and unless otherwise provided, the Contractor shall remedy any defect due thereto and pay for any damages resultant there from.

22. Termination and Related Remedies:

a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 24, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination. In such an event, Boulder County is released from all liability whatsoever and will not be responsible for payment of any costs or expenses incurred in reliance upon this Contract beyond that amount which has been appropriated and made available for this Contract and neither party shall

have any further liability hereunder, said Contract to cease and terminate as of such date.

b. If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract, or fails to perform any provision of the Contract, the County, after seven (7) days written notice to the Contractor and without prejudice to any other remedy it may have, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and may finish the Work by whatever method it may deem expedient, **if such expense exceeds the unpaid balance of the Contract, the Contractor shall pay the difference to the County.**

c. In the event the County exercises either of the termination rights specified in paragraphs 22(a) or 22(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

d. **The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests.** Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 24.

Termination of work hereunder shall be effected by the delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance of work, under the Contract, is terminated and the date upon which such termination becomes effective. After receipt of the "Notice of Termination", the Contractor shall cancel its outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. The Contractor shall then submit a written claim for all outstanding amounts to the County, due within the timeframe as specified, thirty (30) days, upon receipt of "Notice of Termination", from the County.

23. Independent Contractor: The Parties recognize and agree

that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

24. Notices: For purposes of the notices required to be provided under paragraphs 16, and 22, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail (Email) or hand-delivered.

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 22 shall commence to run on the day after the postmarked date of mailing.

25. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

26. Prohibitions on Public Contract for Services: Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Contract (public contract for service) and for the

duration thereof:

A. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

D. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous sentence, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

G. If Contractor violates any provisions of this Section of this Contract, the County may terminate this Contract for

breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

27. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

28. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

29. Complete Agreement/Binding Effect: This agreement represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

30. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Boulder Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

31. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

32. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

33. Invalidity Provision: Should any of the provisions of this Contract be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Contract, forthwith.

34. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

35. Conflict of Provisions: In the event of any conflict between the terms of this Contract and the terms of any attachments or addenda, the terms of this Contract shall control.

36. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

37. Execution by Counterparts; Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

Executed by **BOULDER COUNTY** on _____.

**COUNTY OF BOULDER
STATE OF COLORADO**

ATTEST: _____

Chair, Board of
County Commissioners

Clerk to the Board of
County Commissioners
(SEAL)

CONTRACTOR

Name & Title

Executed by **CONTRACTOR** on _____.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at:
<https://e-verify.uscis.gov/enroll/>.