

PLA99AVE

TYPE OF RECORD: ACTIVE NON PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: STATE OF COLORADO, DEPARTMENT OF LOCAL AFFAIRS, ENERGY IMPACT ASSISTANCE FUND

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: CONTRACT EIAF #3583 DATED SEPTEMBER 22, 1999 FOR AUDIO-VISUAL/BROADCASTING EQUIPMENT, TELECONFERENCING EQUIPMENT, LOCKER ROOMS AND PUBLIC ART IN NEW CITY HALL - \$225,000 - FUND NUMBER 153, APPROPRIATION CODE NUMBER 128, ORG. UNIT FA00, GBL 9M29, CONTRACT ENCUMBRANCE NUMBER F9MLG3583

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: 11/30/01

DESTRUCTION DATE: 01/08

# STATE OF COLORADO

## DEPARTMENT OF LOCAL AFFAIRS

1313 Sherman Street, Suite 323  
Denver, Colorado 80203  
Phone: (303) 866-2771  
FAX: (303) 866-2251  
TDD: (303) 866-5300



Bill Owens  
Governor

Bob Brooks  
Executive Director

## MEMORANDUM

TO: City of Grand Junction  
ATTN: Jim Shanks

FROM: Glory Ortega/DOLA/FS *GO*

DATE: September 22, 1999

SUBJECT: EIAF #3583 - Executed Contract

I have enclosed a fully executed Contract for your files. Should you need any further assistance, please contact Tim Sarmo at 970/248-7310.

Thank you.

DEPARTMENT OR AGENCY <b>NAA</b>
CONTRACT ROUTING NUMBER <b>0495 TS</b>

**CONTRACT**

**THIS CONTRACT**, made this 22<sup>nd</sup> day of September, 1999, by and between the State of Colorado for the use and benefit of the Department of Local Affairs, 1313 Sherman Street, Denver, Colorado 80203 hereinafter referred to as the State, and the City of Grand Junction, 250 North Fifth Street, Grand Junction, Colorado 81501-2668, hereinafter referred to as the Contractor.

**WHEREAS**, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 153, Appropriation Code Number 128, Org. Unit FA00, GBL 9M29, Contract Encumbrance Number F9MLG3583; and

**WHEREAS**, required approval, clearance and coordination have been accomplished from and with appropriate agencies; and

**WHEREAS**, the State desires to assist local governments and political subdivisions of the State that are experiencing social and economic impacts resulting from the development of energy and mineral resource industries in Colorado; and

**WHEREAS**, pursuant to sections 34-63-101 to 104, C.R.S., 1973, as amended, the Local Government Mineral Impact Fund has been created which fund is administered by the Department of Local Affairs herein referred to as the "Department", through the Energy and Mineral Impact Assistance program; and

**WHEREAS**, pursuant to sections 34-63-101 and 102, C.R.S., 1973, as amended, the Executive Director of the Department is authorized to make grants from the Local Government Mineral Impact Fund to political subdivisions for the planning, construction, and maintenance of public facilities and for public services to include the planning, design, construction, erection, building, acquisition, alteration, modernization, reconstruction, improvement, or expansion of water and wastewater facilities; and

**WHEREAS**, the Contractor, a political subdivision eligible to receive energy/mineral impact assistance, has applied to the Department for assistance; and

**WHEREAS**, the Executive Director of the Department desires to distribute said funds pursuant to law; and

**WHEREAS**, the Executive Director is willing to provide assistance in the form of a grant from the Local Government Mineral Impact Fund to the Contractor for the Project upon mutually agreeable terms and conditions as hereinafter set forth;

**NOW THEREFORE**, it is hereby agreed that:

1. Scope of Services. In consideration for the monies to be received from the State, the Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the State, all work elements as indicated in the "Scope of Services", set forth in the attached Exhibit A, hereinafter referred to as the "Project." Work performed prior to the execution of this Contract shall not be considered part of this Project.

2. Responsible Administrator. The performance of the services required hereunder shall be under the direct supervision of Jim Shanks, an employee or agent of the Contractor, who is hereby designated as the administrator-in-charge of this Project. At any time the administrator-in-charge is not assigned to this Project, all work shall be suspended until the Contractor assigns a mutually acceptable replacement administrator-in-charge and the State receives notification of such replacement assignment.

3. Time of Performance. This Contract shall become effective upon the proper execution of this Contract. The Project contemplated herein shall commence as soon as practicable after the execution of this Contract and shall be undertaken and performed in the sequence set forth in the "Time of Performance" Section contained in the attached Exhibit A. Expenses incurred by the Contractor in association with said Project prior to execution of this Contract shall not be considered eligible expenditures for reimbursement from the State. The Contractor agrees that time is of the essence in the performance of its obligations under this Contract, and that completion of the Project shall occur no later than the completion date set forth in the "Time of Performance" Section of Exhibit A.

4. Authority to Enter into Contract and Proceed with Project. The Contractor assures and warrants that it possesses the legal authority to enter into this Contract. The persons signing and executing this Contract on behalf of the Contractor do hereby warrant and guarantee that they have full authorization to execute this Contract. In addition, the Contractor represents and warrants that it currently has the legal authority to proceed with the Project, or, if the structure of the Project is such that a decision by the electorate is required, the Contractor has held such an election and secured the voter approval necessary to allow the Project to proceed.

5. Compensation and Method of Payment.

Grant Funds; Method of Payment. In consideration for the work and services to be performed hereunder, the State agrees to provide to the Contractor a grant from federal royalties received under provisions of the federal Mineral Lands Leasing Act and distributed through the Local Government Mineral Impact Fund, in an amount not to exceed TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 ----- Dollars ( \$225,000.00 ). The method and time of payment of such grant funds shall be made in accordance with the "Payment Schedule" set forth in Exhibit A.

6. Reversion of Excess Funds to the State.

a) Any State funds not expended in connection with the Project shall be remitted to the State upon completion of the Project or a determination by the State that the Project will not be completed.

b) It is expressly understood that if the Contractor receives funds from this Contract in excess of its fiscal year spending limit, all such excess funds from this Contract shall revert to the State. Under no circumstances shall excess funds from this Contract be refunded to other parties.

7. Financial Management. At all times from the effective date of this Contract until completion of this Project, the Contractor shall maintain properly segregated accounts of State funds, matching funds, and other funds associated with this Project. All receipts and expenditures associated with said Project shall be documented in a detailed and specific manner, and shall be in accordance with the "Budget" Section set forth in Exhibit A. Contractor may adjust individual budgeted expenditure amounts up the limitations set forth in Paragraph 8.b) of the main body of this Contract without approval of the State. Any budgetary modifications that exceed the limitations set forth in Paragraph 8.b) must adhere to procedures set forth in Paragraph 8.c) in order to modify the Contract budget.

8. Modification and Amendments.

a) Modification by Operation of Law. This Contract is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modifications shall be incorporated into and be part of this Contract as if fully set forth herein.

b) Programmatic or Budgetary Changes. This Contract has a simplified Change Letter procedure for modifying this Contract for the following reasons:

- i) unless otherwise specified in the Scope of Services, when cumulative budgetary line item changes exceed Twenty Thousand Dollars (\$20,000.00);
- ii) when any budget transfers to or between administration budgetary categories are proposed;
- iii) when the scope, objective or completion date of the Project changes as determined by the Department;
- iv) when additional or less State funding is needed;

Under such circumstances, the Department's approval is not binding until memorialized in a fully executed Change Letter as specified in subparagraph c).

c) Change Letter Process. Contractor must submit a written request to the Department if programmatic or budgetary modifications are desired. Paragraph 5, Compensation and Method of Payment; Paragraph 23, Compliance with Applicable Laws; and Exhibit A, Scope of Services, may be modified by Change Letter, signed by the State and the Contractor. Upon proper execution and approval, such Change Letter shall become an amendment to the Contract, effective on the date specified in the Letter. No such Change Letter shall be valid until approved by the State Controller or such assistant as he may designate. All other modifications to this Contract must be accomplished through amendment to the Contract pursuant to fiscal rules and in accordance with subparagraph 8.d).

d) Other Modifications. If either the State or the Contractor desires to modify the terms of this Contract other than as set forth in subparagraphs b) and c) above, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Contract properly executed and approved in accordance with applicable law. Any amendment required per this subparagraph will require the approval of other appropriate state agencies, e.g. Attorney General, State Controller, etc.

9. Audit.

a) Discretionary Audit. The State, through the Executive Director of the Department, the State Auditor, or any of their duly authorized representatives, including the right to hire an independent Certified Public Account of the State's choosing, or the federal government or any of its properly delegated or authorized representatives shall have the right to inspect, examine, and audit the Contractor's (and any subcontractor's) records, books, accounts and other relevant documents. Such discretionary audit may be requested at any time and for any reason from the effective date of this Contract until five (5) years after the date final payment for this Project is received by the Contractor, provided that the audit is performed during normal business hours.

b) Mandatory Audit. Whether or not the State calls for a discretionary audit as provided above, the Contractor shall include the Project in an annual audit report as required by the Colorado Local Government Audit Law, C.R.S. 973, 29-1-601, et seq and the Single Audit Act of 1984, Pub. L. 98-502, and Federal and State implementing rules and regulations. Such audit reports shall be simultaneously submitted to the Department and the State Auditor. Thereafter, the Contractor shall supply the Department with copies of all correspondence from the State Auditor related to the relevant audit report. If the audit reveals evidence of non-compliance with applicable requirements, the Department reserves the right to institute compliance or other appropriate proceedings notwithstanding any other judicial or administrative actions filed pursuant to C.R.S. 1973, 29-1-607 or 29-1-608.

10. Personnel. The Contractor shall perform its duties hereunder as a Contractor and not as an employee of the State. Neither the Contractor nor any agent or employee of the Contractor shall be deemed to be an agent or employee of the State. Contractor shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

The Contractor is responsible for providing Worker's Compensation Coverage and Unemployment Compensation Coverage for all of its employees to the extent required by law, and for providing such coverage for themselves. In no case is the State responsible for providing Worker's Compensation Coverage for any employees or subcontractors of Contractor pursuant to this agreement, and Contractor agrees to indemnify the State for any costs for which the State may be found liable in this regard.

11. Contractor, An Independent Contractor. Contractor shall be an independent Contractor and shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability or understanding except as expressly set forth herein.

12. Conflict of Interest. The Contractor shall comply with the provisions of C.R.S. 18-8-308 and C.R.S. 24-18-101 through 24-18-109.

13. Contract Suspension. If the Contractor fails to comply with any contractual provision, the State may, after notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contractual funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions herein. The State may determine to allow such necessary and proper costs which the

Contractor could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the Project.

14. Contract Termination. This Contract may be terminated as follows:

a) Termination Due to Loss of Funding. The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to compensation arising under this Contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate or amend this Contract.

b) Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the State from the Contractor is determined.

c) Termination for Convenience. The State may terminate this Contract at any time the State determines that the purposes of the distribution of State monies under the Contract would no longer be served by completion of the Project. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In the event of termination for convenience, all finished or unfinished documents and other materials as described in subparagraph 14.b) above shall, at the option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

15. Integration. This Contract, as written, with attachments and references, is intended as the complete integration of all understanding between the parties at this time and no prior or contemporaneous addition, deletion or amendment hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed and approved pursuant to applicable law.

16. Severability. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term nor as waiver of a subsequent breach of the same term.

17. Binding on Successors. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.

18. Assignment. Neither party, nor any subcontractors hereto, may assign its rights or duties under this Contract without the prior written consent of the other party. No subcontract or transfer of Contract shall in any case release the Contractor of liability under this Contract.

19. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such

18. Assignment. Neither party, nor any subcontractors hereto, may assign its rights or duties under this Contract without the prior written consent of the other party. No subcontract or transfer of Contract shall in any case release the Contractor of liability under this Contract.

19. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

20. Successor in Interest. In the event the Contractor is an entity formed under intergovernmental agreement and the project is for the acquisition, construction or reconstruction of real or personal property to be used as a public facility or to provide a public service, the Contractor warrants that it has established protections that ensure that, in the event the Contractor entity ceases to exist, ownership of the property acquired or improved shall pass to a constituent local government or other eligible governmental successor in interest so that the property can continue to be used as a public facility or to provide a public service.

21. Non-Discrimination. The Contractor shall comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado involving non-discrimination on the basis of race, color, religion, national origin, age, handicap or sex. In compliance with Paragraph 5 of the Special Provisions section of this Contract, Contractor agrees to consider minorities or minority businesses as employees, specialists, agents, consultants or subcontractors under this Contract. Contractor may utilize the expertise of the State Minority Business Office within the Office of the Governor for assistance in complying with the non-discrimination and affirmative action requirements of this Contract and applicable statutes.

22. Minority Business Enterprise Participation. It is the policy of the State of Colorado that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of its construction grant contracts. The Contractor agrees to use its best efforts to carry out this policy to the fullest extent practicable and consistent with the efficient performance of this Contract. As used in this Contract, the term "minority business enterprise" means a business, at least fifty percent (50%) of which is owned by minority group members, or, in the case of publicly owned businesses, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes or Black Americans, Spanish-speaking Americans, Asian Americans, American Indians, American Eskimos and American Aleuts. The Contractor may rely on written representations by bidders, contractors, and subcontractors regarding their status as minority enterprises and need not conduct an independent investigation.

23. Compliance with Applicable Laws. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.

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## SPECIAL PROVISIONS

### CONTROLLER'S APPROVAL

1. This Contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

### FUND AVAILABILITY

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

### BOND REQUIREMENT

3. If this Contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the Contractor shall, before entering upon the performance of any such work included in this Contract, duly execute and deliver to the State official who will sign the Contract, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this Contract. Such bond shall be duly executed by a qualified corporate surety, conditioned upon the faithful performance of the Contract and in addition, shall provide that if the Contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provendor or other supplies used or consumed by such Contractor or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the Contractor arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with CRS 38-26-106.

### INDEMNIFICATION

4. To the extent authorized by law, the Contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract.

### DISCRIMINATION AND AFFIRMATIVE ACTION

5. The Contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practice (CRS 24-34-402), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.

During the performance of this Contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertisements; lay-offs or terminations; 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 provisions of this non-discrimination clause.
- (b) The 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, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the Contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.
- (d) The Contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (e) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.
- (f) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder, or attempt either directly or indirectly, to commit any act defined in this contract to be discriminatory.



(g) In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any 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 State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations or orders promulgated in accordance therewith, or as otherwise provided by law.

(h) The Contractor will include the provisions of paragraphs (a) through (h) in every sub-contract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation, with the subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

**COLORADO LABOR PREFERENCE**

6a. Provisions of CRS 8-17-101 & 102 for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

b. When a construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of Federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with Federal requirements (CRS 8-19-101 and 102).

**GENERAL**

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall 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 will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.

9. Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the student loan division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgement as certified by the Controller.

10. The signatories aver that they are familiar with CRS 18-8-301, et. seq., (Bribery and Corrupt Influences) and CRS 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.

11. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein:

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day first above written.

**CONTRACTOR:**

(Full Legal Name) CITY OF GRAND JUNCTION,

COLORADO

By Gene Ensey

Position (Title) MAYOR

84-6000592 A

Social Security Number or Federal ID Number



Attest (Seal)  
By Stephanie Nye  
Corporate Secretary, or Equivalent, Town/City/County Clerk

**PRE-APPROVED FORM CONTRACT REVIEWER**

By Levi Davis

**STATE OF COLORADO**

BILL OWENS, GOVERNOR

By Bob Brooks  
BOB BROOKS, EXECUTIVE DIRECTOR

DEPARTMENT  
OF LOCAL AFFAIRS

**APPROVALS**

**STATE CONTROLLER**

Arthur L. Barnhart

By Rose Marie Auten  
Rose Marie Auten

**EXHIBIT A**

**SCOPE OF SERVICES**

**EXHIBIT A  
SCOPE OF SERVICES**

**1. PROJECT DESCRIPTION, OBJECTIVES, & REQUIREMENTS**

The Project is the construction of a new City Hall for the City of Grand Junction, Colorado. The City Hall will be located at 250 North Fifth Street in Grand Junction. The City Hall will include audio visual/broadcast equipment, teleconferencing equipment, employee locker rooms, and public art.

Eligible expenses include the costs of construction. The Department of Local Affairs will finance the first \$225,000 in construction expenses for audio visual/broadcasting equipment, teleconferencing equipment, employee locker rooms and public art through the provision of an Energy and Mineral Impact Assistance Grant. The cost of these elements is estimated at \$300,000, however should the cost of these elements be less than \$225,000, remaining EIAF grant funds can be applied to construction costs on the balance of the total project which is estimated to cost in excess of \$6,000,000.

Construction plans and specifications shall be drawn up by a qualified engineer licensed in the State of Colorado and hired by the Contractor through a competitive selection process.

A construction contract shall be awarded to a qualified construction firm through a formal public bid process with the Contractor being obligated to award the construction contract to the lowest responsible bidder meeting the Contractor's specifications.

Copies of any and all contracts entered into by the Contractor in order to accomplish this Project shall be submitted to the Department of Local Affairs, Field Services Section, upon execution, and any and all contracts entered into by the Contractor or any of its subcontractors shall comply with all applicable Federal and Colorado State laws and shall be governed by the laws of the State of Colorado notwithstanding provisions therein to the contrary.

**2. ENERGY AND MINERAL IMPACT**

The population of Grand Junction was 29,034 in 1990; it is currently estimated to be 42,033. Grand Junction is a service area for many energy related industries including natural gas drilling and transportation, pipeline construction and maintenance, coal mining, oil field equipment and maintenance, construction, uranium mill tailings clean-up and monitoring. It is estimated that 5% of Grand Junction residents are engaged in an energy related profession.

**3. TIME OF PERFORMANCE**

The Project shall commence upon the full and proper execution of this Contract and shall be completed on or before November 30, 2001. However, in accordance with Paragraph 8 contained within the main body of this Contract, the Project time of performance may be extended by Change Letter, subject to mutual agreement of the State and Contractor. To initiate this process, a written request shall be submitted to the State by the Contractor at least thirty (30) days prior to November 30, 2001, and shall include a full justification for the time extension.

**EXHIBIT A  
SCOPE OF SERVICES**

**4. BUDGET**

	<b>REVENUE</b>		<b>EXPENDITURES</b>
Energy/Mineral Impact Assistance Grant Funds	\$225,000	A.V./Broadcast Equipment	\$100,000
Contractor Funds	5,775,000	Teleconferencing Equipment	50,000
		Employee Locker Rooms	100,000
		Public Art	50,000
		Building Construction	5,700,000
	<hr/> TOTAL		<hr/> TOTAL
	\$6,000,000		\$6,000,000

**5. PAYMENT SCHEDULE - GRANT AGREEMENT**

- |    |                 |  |
|----|-----------------|--|
| a. | \$5,000         | Initial payment to be made within thirty (30) days of the date of execution of this Contract.  |
| b. | 200,000         | In interim payments reimbursing the Contractor for actual expenditures made in the performance of this Contract. Payments shall be based upon properly documented financial and narrative status reports detailing expenditures made to date.          |
| c. | 20,000          | Final payment to be made upon the completion of the Project. The Contractor shall submit a final financial and narrative status report documenting the expenditure of all Energy/Mineral Impact Assistance funds for which payment has been requested. |
|    | <hr/> \$225,000 | <b>TOTAL</b>   |

All requests for payment after the first payment shall be initiated by the Contractor in accordance with the provisions in Paragraph 5 of the main body of this Contract.

**6. CONTRACT MONITORING**

The State shall monitor this Contract on an as-needed basis.

**7. REPORTING SCHEDULE**

The Contractor shall submit financial and narrative status reports detailing Project progress and properly documenting all to-date expenditures of Energy/Mineral Impact Assistance funds at the time payment requests are made, in accordance with the Payment Schedule contained in Exhibit A.

STATE OF COLORADO  
Department of Local Affairs  
ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM APPLICATION  
Public Facilities/Public Services/Community Development Projects

# \_\_\_\_\_  
(For Use by State)

A. GENERAL AND SUMMARY INFORMATION

1. Name/Title of Proposed Project: Grand Junction City Hall parking lot

2. Applicant: City of Grand Junction  
(In the case of a multi-jurisdictional application, name of the "lead" municipality or county).

In the case of a multi-jurisdictional application, names of other directly participating municipalities and counties:

\_\_\_\_\_

If applying on behalf of another entity, name of that entity:

\_\_\_\_\_

3. Chief Elected Official (In the case of a multi-jurisdictional application, chief elected official of the "lead" municipality or county):

Name: Janet Terry Title: Mayor

Mailing Address: 250 N. 5th Street, Grand Junction, CO 81501 Phone: (970) 244-1501

4. Designated Contact Person for the Application:

Name: James L. Shanks Title: Director-Public Works &

Mailing Address: 250 N. 5th Street, Grand Junction, CO 81501 Phone: (970) 244-1557  
Utilities

5. Brief Description of Proposed Project (100 words or less):

**Attach a map showing the location of the project.** The City of Grand Junction plans to reconstruct the City Hall. The present City Hall consists of two separate buildings that were attached in 1974. The south building will be demolished and reconstructed. The north building, which was originally constructed as the City library in 1939, will be remodeled. There is a need, as part of this project, to acquire land and construct additional parking.

6. Local Priority\*: \_\_\_\_\_

\*Relative to other applications (e.g. 1 of 2, 2 of 4, etc.) submitted by jurisdictions in the county.

*Converted to grant for AV equip in new City Hall*

**B. BUDGET & INFORMATION**  
**1. Project Budget & Funding Sources**

	Total Cost	Project Funding			
		Impact Assistance	Other Funds Requested or Committed		
			Amount	Source	Status*
<b>PROJECT ACTIVITIES (list)</b>					
New construction	\$4,227,000	-0-	\$4,277,000	City	Budgeted
Remodel old library building	\$ 695,000	-0-	\$ 695,000	City	Budgeted
1% for Arts	\$ 50,000	-0-	\$ 50,000	City	Budgeted
Moving/relocation	\$ 300,000	-0-	\$ 300,000	City	Budgeted
Parking	\$ 250,000	\$250,000			
Design	\$ 325,000	-0-	\$ 325,000	City	Budgeted
Misc	\$ 98,000	-0-	\$ 98,000	City	Budgeted
*(e.g., committed, in application stage, etc.)					
<b>TOTAL</b>	\$5,945,000	\$250,000	\$5,695,000		

**2. Financial Information**

(Provide for all municipalities, counties, and districts directly participating in the application and for any entity on whose behalf the application is being submitted: Attach additional sheets if necessary.)

	Grand Junction (Entity Name)	(Entity Name)***	(Entity Name)***
a. Assessed Valuation (Year '97)	\$312,372,027	_____	_____
b. Mill Levy	8.0000	_____	_____
c. Overlapping Mill Levy*	84.72	_____	_____
d. Sales Tax Rate (%) / Annual Revenue	2.75% / \$21M	____/____	____/____
e. Long-Term Debt, by Type/Amount	-0- / -0-	____/____	____/____
f. Annual Budget** (General Fund)			
Total (Year 1998 _____)	\$31M	_____	_____
Carry Forward (as of 1/1/____)	_____	_____	_____

\*Sum of mill levies of overlapping jurisdictions (e.g., sum of levies of municipality, school district, etc.).

\*\*For fund most relevant to application (e.g., General Fund for housing applications, Sewer Fund for sewer applications, etc.).

\*\*\*Use only in the case of multi-jurisdictional or on-behalf-of applications to provide the requested information for other directly participating entities.

g. Water****			
Tap Fee	_____	_____	_____
Avg. Monthly User Charges****	_____	_____	_____
Number of Taps Served by Applicant	_____	_____	_____
Fund Carry Forward (as of 1/1/___)	_____	_____	_____
h. Sewer****			
Tap Fee	_____	_____	_____
Avg. Monthly User Charge****	_____	_____	_____
Number of Taps Served by Applicant	_____	_____	_____
Fund Carry Forward (as of 1/1/___)	_____	_____	_____

\*\*\*\*Not required if not relevant to application (e.g., not required for housing rehabilitation applications).  
 \*\*\*\*\*Divide sum of monthly residential revenues by number of residential taps served.

**C. RELATIONSHIP TO ENERGY/MINERAL IMPACT**

1. List the major energy/mineral impacts affecting the applicant. Cite how the need for this application is linked to those energy/mineral impacts. Cite work force numbers and projections.  
 Grand Junction is a service area for many energy related industries including natural gas drilling and transportation, pipeline construction and maintenance, coal mining, oil field equipment and maintenance, construction, uranium mill tailings clean-up and monitoring.
2. Cite the number of energy/mineral production employees residing within the jurisdiction.  
 It is estimated that 5% of Grand Junction residents are engaged in an energy related profession.
3. Cite how the proposed project will mitigate any adverse impacts related to energy and mineral development.  
 Grand Junction has historically been affected by energy related boom--bust cycles. The current increase in natural gas drilling and production and recent pipeline projects including the KN TransColorado project have increased population and congestion in Grand Junction increasing the need to provide parking in the core downtown area.
4. List proposed energy/mineral projects which have the potential to affect the community.  
 Local projects include natural gas drilling the the KN TransColorado pipeline project which is presently under construction.
5. List recent energy/mineral project closures or reduction in production/employment which affect the applicant jurisdiction.  
 The US Department of Energy has recently announced plans to close the DOE compound in Grand Junction for nearly all current activities by 2002.
6. a. What was the 1990 Census population of the applicant jurisdiction? 29,034  
 b. What is the current estimated population for the applicant jurisdiction? 42,180 (Current most recent lottery distribution estimate is acceptable.) What is the source of the estimate? State Demographer and City of Grand Junction Community Development  
 c. What is the population projection for the applicant in 5 years? 46,571. What is the source of the projection? City of Grand Junction Community Development

**D. OTHER PROJECT INFORMATION**

1. Why is the project needed? What are the specific goals of the project?

The City wants to keep its City Hall in the downtown Grand Junction area. We also desire to keep and remodel the historic library building. In order to provide adequate parking for residents and visitors, additional parking is critical.

2. How were the cost estimates arrived at? Have preliminary architectural/engineering studies been completed? What additional design work must still be completed? Use the "Physical Improvements Cost Estimate Worksheet" attached at the end of this section.

Cost estimates were developed by the architectural consultant. We have several sites that we are considering for the parking lot. Detailed parking lot design will be performed by City of Grand Junction engineering staff.

3. Describe any in-kind contributions by type and value in support of this project.

The City will provide all engineering design and construction management activities for the proposed parking lot.

Was the cash value of the in-kind contributions calculated into the Project Budget (B.1.)? Yes  No

4. Why cannot the project be funded locally? What other funding alternatives have been explored? Did the applicant jurisdiction take the full allowable property tax revenue increase in the current budget year? Yes  No  If no, explain.

The City has budgeted \$5,695,000 of the total \$5,945,000. In 1987 the City increased its City sales tax to 2.75%. At that time the City promised the voters that the property tax revenues would remain flat.

5. Are energy/mineral companies that impact your jurisdiction aware of and supportive of this request? Have they been asked to make or have they made a contribution to the local match? Do they participate in the local review process?

Local energy/mineral companies have not been involved in this project.

6. In the space provided, describe local commitment to the project, including local fees or regulations altered to ensure project success, local taxing efforts to address continuing development and maintenance needs, and local citizen support.

The City has a local parking authority. Revenues received from parking meters will be used for operation and maintenance of the parking lot. The project does have the support of the Downtown Development Authority.

7. If the project is funded, what on-going operational obligations will be incurred? What is the applicant's plan for addressing these additional costs? When do you expect the project to start? When will it be completed?

The City plans to pay for local on-going costs through the local parking authority with revenues received from parking meters.

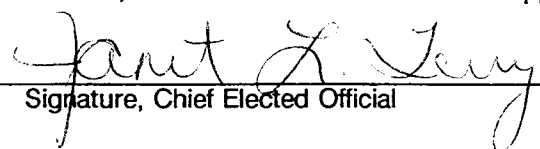


- 8. If the proposed project requires operating revenue (e.g. revenue to support operation/maintenance costs), attach a detailed budget showing current operating revenues and expenses or how such revenues and expenses will be addressed in the future.
- 9. a. Identify any capital improvements, service, facility, or other plan in which this project has been identified as a community need. Does the applicant have a capital improvements program? Yes X No
- b. Is the project consistent with locally-adopted land use and development plans? Yes X No     If no, explain:
- c. Does the project involve or affect other nearby communities? Yes     No X Is the project consistent with regional plans? Yes X No     What efforts have been made to coordinate with other communities?

- 10. List the names, titles, and pertinent experience of the following persons who will be responsible for managing the project. If known, list the qualifications of the person/s to be recruited or assigned each particular job.
  - a. Project manager (overall project administration). James L. Shanks, P.E.  
Director of Public Works & Utilities
  - b. Project Coordinator (day to day operations). John Kenney, Facilities Superintendent
  - c. Fiscal manager. Ron Lappi
  - d. Project engineer: James L. Shanks
  - e. Project architect: Frank Wagner/Roy Blythe
  - f. Consultant:

- 11. Indicate below whether any of the proposed project activities:
  - a. Will be undertaken in flood hazard areas. List floodplain maps/studies reviewed in reaching this conclusion. Yes     No X
  - b. Will affect historical, archeological or cultural resources, or be undertaken in geological hazard area? Yes     No X
  - c. Create or fail to address any other related public health or safety concerns. Describe. Yes     No X

\*\*\*\*\*  
 To the best of my knowledge and belief, the statements and data in this application are true and correct.

  
 \_\_\_\_\_  
 Signature, Chief Elected Official  
  
 Janet L. Terry  
 \_\_\_\_\_  
 Name (typed or printed)  
  
 Mayor  
 \_\_\_\_\_  
 Title  
  
 7/28/98  
 \_\_\_\_\_  
 Date

**PHYSICAL IMPROVEMENTS COST ESTIMATE WORKSHEET**

SOURCE OF ESTIMATE: City of Grand Junction

DATE OF ESTIMATE: 07/17/98

Description	No. of Units or Size	Unit Price	Total Cost
Property Acquisition		\$100,000	\$100,000
Paving		\$ 65,000	\$ 65,000
Concrete		\$ 35,000	\$ 35,000
Landscaping		\$ 25,000	\$ 25,000
Lighting		<u>\$ 25,000</u>	<u>\$ 25,000</u>
		\$250,000	\$250,000

September, 17, 1998

Tim Sarmo  
Department of Local Affairs  
State Office Building  
222 S. 6<sup>th</sup> Street  
Grand Junction, CO 81501


Re: City Hall Remodel

Dear Tim:

The following is a list of some of the items for the City Hall remodel that could be funded with a \$250,000 Energy Impact grant:

Audio Visual/ Broadcast Equipment	\$100,000
Teleconferencing Equipment	\$50,000
Employee Locker Rooms	\$100,000
Public Art	\$50,000

The total project cost is nearly \$6 million. We plan to fund the project with City sales tax funds. However, for 1998 and 1999 we are approximately \$1.5 million over budget on street and storm sewer projects due to unanticipated problems, additional work and relatively high bids. I hope that this information helps. Please call if you have any questions.

  
Jim Shanks  
Public Works/Utilities Director

**ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM APPLICATION**  
Public Facilities/Public Services/Community Development Projects

**A. GENERAL AND SUMMARY INFORMATION**

1. Name/Title of Proposed Project: Grand Junction City Hall parking lot

2. Applicant: City of Grand Junction  
(In the case of a multi-jurisdictional application, name of the "lead" municipality or county).

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Name: Janet Terry Title: Mayor

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*Converted to  
grant for AV equip  
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**B. BUDGET & INFORMATION**

**1. Project Budget & Funding Sources**

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\*\*\*\*\*  
 To the best of my knowledge and belief, the statements and data in this application are true and correct.

Janet L. Terry  
 Signature, Chief Elected Official

Janet L. Terry  
 Name (typed or printed)

Mayor  
 Title

7/28/98  
 Date



**PHYSICAL IMPROVEMENTS COST ESTIMATE WORKSHEET**

SOURCE OF ESTIMATE: City of Grand Junction

DATE OF ESTIMATE: 07/17/98

Description	No. of Units or Size	Unit Price	Total Cost
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September, 17, 1998

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Department of Local Affairs  
State Office Building  
222 S. 6<sup>th</sup> Street  
Grand Junction, CO 81501


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Jim Shanks  
Public Works/Utilities Director