

Box below for office use only

Date Received: 4-23-19

Site Address: 604 Holbrook

Office Mailing Address

Town of Erie

Community/Planning Department

Attn. Erie Historic Preservation Advisory Board

645 Holbrook Street

P.P. 750

Erie, Colorado 80516

(email) townclerk@erieco.gov

HISTORIC
LANDMARK



Certificate of Appropriateness Application Form

Property Address:

Erie United Methodist Church

Applicant:

Same →

Owner:

Trustee Chair: Kenneth Tanner

Mailing Address:

Mailing Address:

604 Holbrook Street
Erie CO 80516

Phone:

Phone:

Church: 303-828-3906
Trustee: 719-357-1082

E-Mail:

E-Mail:

Church: ErieUMC@gmail.com
Trustee: KTanner719@gmail.com

Please check if this is primary contact person ☐

Please check if this is primary contact person ☒

Description of Proposed Work: Replace existing roof on church which involves removing the old roof, installing new roof with class IV shingles of approximately the same color that exist now and dispose of waste. The current gutters will be removed and reinstalled (they are in good shape). Quote is attached. Payment of roof will be provided in part with Historic Colorado Grant. The remaining funds will be provided by EUMC.

Type of Work: (Check all that apply)

- ☐ **New Construction:** Construction of a new building, additions, garages, sheds, etc.
- ☒ **Renovation work:** includes, but is not limited to, all exterior changes to an existing building, windows, doors, roofing, etc.
- ☐ **Sitework:** Adding landscape features (walks, patios, fencing, retaining walls, etc.)
- ☐ **Signage:** Installation of a sign on a building or site.
- ☐ **Demolition:** Removal of any building feature(s) or the razing of any structure (s).
- ☐ **Other:** _____

Owner's Signature:

Kenneth Tanner

Date: 4/25/2019

By signing this application, I acknowledge that I have reviewed the proposed scope of work and am Responsible for compliance with any Certificate of Appropriateness or Overlay Permit issued for this project. (Owner's Original signature is required for all applications.)

Applicant's Signature:

Date:

I hereby certify that the proposed work is accurately described and authorized by the owner of record, and I am acting on behalf of the owner to make this application as the authorized agent.

→ See next page for Certificate of Appropriateness Submission Requirements

Submission Requirements for Certificate of Appropriateness Form

Your application may require certain drawings. Each application is different and, therefore, may have different drawing requirements. These drawings will help the Historic Preservation Advisory Board (HPAB) understand your proposal. A board member of the HPAB can meet with you to determine which items in the checklist below should be submitted for the Board review.

Once it is determined what should be submitted, the application should be sent to the Community/Planning Department, along with those items, by the application deadline. Additional materials may be requested at any point during the process to insure the HPAB has adequate information for review. If materials requested fail to be submitted by the deadline, the application will be excluded from the agenda and will not be placed on the agenda until all requests are satisfied.

New Construction/Room Additions

- All Elevations
- Floor plans
- Site plans
- Wall Section
- Detailed drawings for items such as cornice and gutter construction, porch railing, window trim, dormers and doors.
- Drawings showing new structure in relation to adjacent structures and/or existing building.

Rehabilitation

- Elevations of any façade when new elements are applied.
- Detail drawings of any new elements.
- Photos of rehabilitation area.

Site Changes

- Site plan showing any changes (fences, pools, landscaping, etc.)
- Dimension and details of any fence or any other such site elements.

Demolition

- Digital photos

Notes

For Erie Historic Preservation Advisory Board (EHPAB) Office Use Only

Building Address: 604 Holbrook St Date 5-6-19

Received: 5-2-19

Referral

Referral to EHPAB

Meeting Date: 5-6-19

Referral to Board of Trustees

Meeting Date: 5-14-19

Comments: Preliminary Hearing April 22 in which applicant presented CoA to HP Board.

EHPAB Recommendation

Date: 5-6-19

Received 5-2-19

☒ Approve

☐ Approve with Conditions

Comments: HP Board recommends approval. CoA meets with all requirements as stipulated for a Roof Renovation per Secretary of Interior Stds Item 6.

Decisions By:

EHPAB-Date: 4-22-19 conditional

Board of Trustees-Date _____

Final Action

☐ Approve

☐ Approve with Conditions

☐ Disapprove

Community/Planning Department Office Staff

Date _____

The Secretary of the Interior's Standards for Rehabilitation

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

- 1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
- 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**
- 3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**
- 4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.**
- 5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**
- 6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**
- 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**
- 8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**
- 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**
- 10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**

Illustrated Guidelines for Rehabilitating Historic Buildings

<http://www.nps.gov/tps/standards/rehabilitation/rehabilitation-guidelines.pdf>

Rehabilitation Standards and Guidelines

<http://www.nps.gov/tps/standards/rehabilitation.htm>

Four Approaches to the Treatment of Historic Properties

<http://www.nps.gov/tps/standards/four-treatments.htm>

The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings: Choosing an Appropriate Treatment for the Historic Building

http://www.nps.gov/tps/standards/four-treatments/standguide/overview/choose_treat.htm

Preservation Briefs

<http://www.nps.gov/tps/how-to-preserve/briefs.htm>

Preservation Tech Notes

<http://www.nps.gov/tps/how-to-preserve/tech-notes.htm>

Cultural Landscapes

<http://www.nps.gov/tps/how-to-preserve/cultural-landscapes.htm>



HOFFMAN WEBER CONSTRUCTION

Customer Info:

Job #: N/A
Tanner, Kenneth
604 Holbrook Street,
Erie, CO, 80516
(719) 357-1082-mobile

HWC LLC - CO

Hoffman Weber Construction 15201 E Moncrieff Pl Suite A Aurora, CO 80011

Phone: (720) 310-2729

Fax: (877) 970-1133

Company Representative:

Tim Swenson
(303) 919-9792
tswenson@hwconstruction.com

Roofing

Description
Remove Tear off wood shakes/shingles
Remove Additional layer of comp. shingles, remove
Replace Roofing felt - 15 lb.
R & R Laminated - comp. shingle rfg. - w/out felt
R & R Drip edge/gutter apron
R & R Ridge cap - composition shingles
Replace Asphalt starter - universal starter course
Roof ridge cap and deck air ventilation system
R & R Sheathing - radiant barrier - 5/8" - OSB
R & R Add charge for sheathing steep roof - 10/12 - 12/12 slope
R & R Additional charge for steep roof - 10/12 - 12/12 slope
R & R Additional charge for high roof (2 stories or greater)
Remove Dumpster load - Approx. 12 yards, 1-3 tons of debris

Roofing total: \$23,063.04

Gutters

Description
R & R Gutter / downspout - detach and reset

Gutters total: \$300.00

Upgrade

Description
Upgrade GAF Timberline Armorshield II impact resistant SBS shingle (shakewood color)

Upgrade total: \$945.00

Total for all sections: \$24,308.04

Total: **\$24,308.04**

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

This estimate was last edited by Tim Swenson ((303) 919-9792, tswenson@hwconstruction.com) on April 17, 2019. The estimate may be withdrawn if not accepted within ____ days.



September 5, 2018

Mr. Kenneth Tanner
Chair - Board of Trustees
Erie United Methodist Church
604 Holbrook Street
Erie, CO 80516

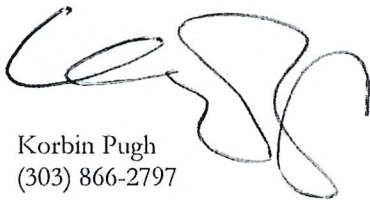
RE: Project # 2019-M1-023
Roof Replacement
Contract Period: 8/31/2018 to 8/31/2020

Dear Mr. Tanner:

Enclosed is the fully executed Contract # 2019-M1-023 for the above State Historical Fund grant award. Please retain in your files. Please submit a completed "State Historical Fund Payment Request and Financial Report Form" (copy enclosed) when you are ready for your advance payment of \$4,575.00. If there are deliverables required, this payment will be made once they have been received and approved by your SHF Historic Preservation Specialist.

Refer to the List of Submittals (Exhibit C of contract) for required progress reports and deliverables and their due dates. Please complete and attach a "State Historical Fund Project Deliverables Checklist (copy enclosed) when submitting deliverables – this helps us identify and process the deliverables more efficiently.

If you would like technical information or assistance regarding your project, please contact your SHF Historic Preservation Specialist Anne McCleave at (303) 866-3536. If you have administrative or contractual questions, please contact me.



Korbin Pugh
(303) 866-2797

KP

9198aff9-3f35-47ce-a34e-1b6d9830a58f
Payments/Fully executed contract without Advance payment

Department or Agency Name	
History Colorado, the Colorado Historical Society	
Department or Agency Number	
GCA	
Routing Number	
APPROVED WAIVER FORM	#37-C

CONTRACT #2019-M1-023

THIS CONTRACT, Made this 30th day of August, 2018, by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or History Colorado, and the **Erie United Methodist Church, 604 Holbrook Street, Erie, Colorado, 80516**, 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 uncommitted balance thereof remains available for encumbering and subsequent payment of this Contract under Encumbrance Number 2019-2020 Fund Number 2008, Appropriation Account GCHNESHFG and Organization SHFG; and

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

WHEREAS, Article 12-47.1-1201 of the Colorado Revised Statutes and Subsection (5) (b) (III) of Section 9 of Article XVIII of the state constitution, provide for the annual distribution of monies from the State Historical Fund; and

WHEREAS, the Contractor is eligible in accordance with law to receive a State Historical Fund preservation grant award for acquisition and development projects with cumulative grant awards over \$10,000; and

WHEREAS, this Contract (hereinafter "Contract" or "Agreement") sets forth the Scope of Work, Budget and List of Submittals, hereinafter referred to as the "Project"; and

WHEREAS, the Contractor is a non-profit organization and the owner in fee simple of certain real property in Weld County, Colorado, which property has been listed in a listing of local landmarks as the Erie Methodist Episcopal Church-Erie United Methodist Church located at 604 Holbrook Street, Erie, Colorado, hereinafter referred to as the "Property," and which Property is more particularly described as follows:

ERI 24626 L1 THRU 8 BLK31 WEST ADD

NOW THEREFORE, it is hereby agreed that:

1. The Contractor shall use funds subject to this Contract in support of **Project #2019-M1-023 "Roof Replacement"** in accordance with the *Scope of Work* attached hereto as Exhibit A, including all applicable plans and specifications developed prior to or during the contract period, which are hereby made a part of this Contract by reference.
2. **APPLICABLE STANDARDS:** The Contractor agrees that it will perform the activities and produce the deliverables listed in Exhibit C in accordance with the pertinent sections of the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*. Contractor shall perform any and all survey activities and submittals in accordance with Survey Manual and How to Complete Colorado Cultural Resource Inventory Forms, Volumes I and II, June 1998 (Revised December 2001) for any and all survey activities and projects (copies of which are available through History Colorado).
3. **RIGHT OF USE:** All copyrightable materials and/or submittals developed or produced under this contract are subject to a royalty-free, nonexclusive, and irrevocable license to History Colorado to reproduce, publish, display, perform, prepare derivative works or otherwise use, and authorize others to reproduce, publish, display, perform, prepare derivative works, or otherwise use, the work or works for History Colorado and/or State Historical Fund purposes.
4. **CONTRACT EFFECTIVE DATE:** The term of this Contract shall be from August 31, 2018 through August 31, 2020. The performance of the work must be commenced within sixty (60) days of the Contract beginning date unless a longer period is approved in writing by the State Historical Fund Administrator. The performance of the work *must* be completed no later than **thirty (30) days prior to the Contract ending date.**
5. **COMPENSATION AND METHOD OF PAYMENT:** In consideration of the project described in Exhibit A and subject to on time delivery of completion of the milestones contained in the *List of Submittals* set forth in Exhibit C, the State shall pay to the Contractor a grant not to exceed thirteen thousand, one hundred sixty-three dollars (\$13,163.00). Unless otherwise specified in Exhibit C, the State shall advance forty-percent (40%) of the total grant amount upon proper execution of this contract and upon submission of a SHF Payment Request, fifty-percent (50%) will be paid to the Contractor upon submission and approval of the Interim *SHF Financial Report*. The remaining ten-percent (10%) of the grant amount shall be paid following Contractor's submission and the State's approval of the *Final SHF Financial Report* and *SHF Payment Request Form (Attachments 1 and 2)*. All payments are subject to the satisfactory completion of milestones described in Exhibit C and submission by Contractor of either documented proof or certification of expenditures with each financial report.

Expenditures incurred by the Contractor prior to execution of this Contract are not eligible expenditures for State reimbursement. If the Project involves matching funds the SHF may allow prior expenditures in furtherance of the *Scope of Work* to be counted as part of such matching funds.

6. **ACCOUNTING:** At all times from the effective date of this Contract until completion of this Project, the Contractor shall maintain properly segregated books of State funds, matching funds, and other funds associated with this Project. All receipts and expenditures associated with said Project shall be documented in a detailed and specific manner, and shall accord with the *Budget* set forth in Exhibit B. Contractor may adjust budgeted expenditure amounts up to ten percent (10%) within said Budget without approval of the State and document the adjustments in the next financial report. Adjustments of budget expenditure amounts in excess of ten percent (10%) must be authorized by the State. In no event shall the State's total financial obligation exceed the amount shown in Paragraph 5 above. **Interest earned on funds advanced by the State shall be applied to eligible project expenditures, and will be deducted from the final payment.**
7. **AUDIT:** The State or its authorized representative shall have the right to inspect, examine, and audit Contractor's records, books, and accounts, including the right to hire an independent Certified Public Accountant of the State's choosing and at the State's expense to do so. Such discretionary audit may be called for at any time and for any reason from the effective date of this Contract until three (3) years after the date final payment for this Project is received by the Contractor provided that the audit is performed at a time convenient to the Contractor and during regular business hours.
8. **PARTIES RELATIONSHIP:** CONTRACTOR IS A GRANTEE AND NOT AN EMPLOYEE OR AGENT OF THE STATE. CONTRACTOR SHALL HAVE NO AUTHORITY, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS OR UNDERSTANDINGS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE. THE CONTRACTOR REPRESENTS THAT IT HAS OR SHALL SECURE AT ITS OWN EXPENSE ALL PERSONNEL BY THE CONTRACTOR UNDER THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING WORKMEN'S COMPENSATION COVERAGE AND UNEMPLOYMENT COMPENSATION COVERAGE FOR ALL OF ITS EMPLOYEES TO THE EXTENT REQUIRED BY LAW, AND FOR ENSURING THAT ALL SUBCONTRACTORS MAINTAIN SUCH INSURANCE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING. ALL OF THE SERVICES REQUIRED HEREUNDER SHALL BE PERFORMED BY THE CONTRACTOR OR UNDER ITS SUPERVISION.
9. **REPRESENTATIVES AND NOTICES:** All notices required to be given by the parties hereunder shall be given by certified or registered mail to the individuals at the addresses set forth below, who are also the designated representatives for the project. Any party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.

To the State:	Steve W. Turner Executive Director History Colorado 1200 Broadway Denver, Colorado 80203
To the Contractor:	Mr. Kenneth Tanner Chair - Board of Trustees Eric United Methodist Church 604 Holbrook Street Eric, Colorado 80516
10. **ADA COMPLIANCE:** The Contractor assures the State that at all times during the performance of this contract no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance the State relies. Further, all real property improvements shall conform to applicable ADA requirements.
11. **DISSEMINATION OF ARCHAEOLOGICAL SITE LOCATIONS:** Contractor agrees to provide History Colorado with copies of any archaeological surveys developed during the course of, or under a project financed either wholly or in part by History Colorado. Contractor agrees to otherwise restrict access to such archaeological surveys, as well as access to any other information concerning the nature and location of archaeological resources, in strict accordance with the provisions of History Colorado-Office of Archaeology and Historic Preservation, Dissemination of Cultural Resource; Policy and Procedures, adopted October 1991 (Revised Nov. 2002), a copy of which is available from History Colorado.
12. **REPORTS:** Contractor shall deliver project progress reports to the State every six (6) months during the project which document the progress of the Project, and *SHF Financial Reports* (Attachment 1) as described and at the times in the *List of Submittals* (Exhibit C).
13. **MATCHING FUNDS:** Contractor agrees to make available the necessary funds to complete the Project and provide matching funds, if applicable, in accordance with the Project Budget as set forth in Exhibit B. In the event that said matching funds become unavailable, the State may, in its sole discretion, reduce its total funding commitment to the Project in proportion to the reduction in matching funds.

If the total funding set forth in the Project Budget is not expended on completion of the Project, the State may reduce its pro-rata share of the unexpended budget.
14. **CONSULTANTS/SITE VISITS:** The State may:
 - a. Review any project planning documents and methods for conformity with the applicable standards, manuals, and guidelines;

- b. Make site visits as determined necessary by the State before, during and/or at the conclusion of the Project to provide on-site technical advice and to monitor progress.

Any exercise of the State's rights under this Paragraph 14 shall not relieve the Contractor of any of its Contract obligations.

15. PUBLIC ACKNOWLEDGMENT OF FUNDING SOURCE: In all publications and similar materials funded under this Contract, a credit line shall be included that reads: "This project is/was paid for in part by a History Colorado - State Historical Fund grant." In addition, History Colorado reserves the right to require that the following sentence be included in any publication or similar material funded through this program: "The contents and opinions contained herein do not necessarily reflect the views or policies of History Colorado".
16. PRESERVATION OF PROPERTY: The Contractor hereby agrees to the following for a period of five (5) years commencing on the date of this Agreement.
- a. Without the express written permission of History Colorado, no construction, alteration, movement, relocation or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would alter the architectural appearance of the Property, adversely affect the structural soundness of the Property, or encroach on the open land area on the Property; provided, however, that the reconstruction, repair, or restoration of the Property, damage to which has resulted from casualty loss, deterioration, or wear and tear, shall be permitted subject to the prior written approval of History Colorado, provided that such reconstruction, repair, or restoration is performed according to the Secretary of the Interior's *Standards for the Treatment of Historic Properties and the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings*, issued and as may from time to time be amended by the U.S. Secretary of the Interior, hereinafter collectively referred to as the "Standards". In all events, the Contractor further agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Property according to the *Standards* so as to prevent deterioration of the Property.
 - b. In the event of severe damage or total destruction to the Property (defined, for the purpose of this Agreement, as sudden damage or loss caused by fire, earthquake, inclement weather, acts of the public enemy, riot or other similar casualty) not due to the fault of the Contractor this Agreement shall terminate as of the date of such damage or destruction.
 - c. History Colorado, or a duly appointed representative of History Colorado, shall be permitted to inspect the Property at all reasonable times in order to ascertain if the above conditions are being observed.
 - d. 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 attorneys fees incurred as a result of any act or omission by the property owner, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
17. REMEDIES: In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligation in this Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant, insufficient, incorrect, or improper performance, activities, or inaction by the Contractor. These remedial actions are as follows:
- a. Suspend the Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or
 - b. Withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed in accordance with the *Standards*, the SHIF Grants Manual and/or the terms and conditions of this Contract; and/or
 - c. Request the removal from work on the contract of employees or agents of the Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
 - d. Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the Contractor cannot be performed, or if performed would be of no value to the State. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
 - e. Declare all or part of the work ineligible for reimbursement; and/or
 - f. In the event of a violation of this Agreement, and in addition to any remedy now or hereafter provided by law, History Colorado may, following reasonable notice to the Contractor institute suit to enjoin said violation or to require the restoration of the Property to its condition at the time of this Agreement or condition at the time of the most recent satisfactory inspection by History Colorado. History Colorado shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.
 - g. Terminate the contract for default.
18. CUMULATIVE EFFECT: The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.
19. TERMINATION OF CONTRACT FOR DEFAULT: 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, in addition to other remedies, thereupon have the right to terminate this Contract for default by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, products, submittals, 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, 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 are determined.

20. **TERMINATION BY STATE:** 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 that event, all finished or unfinished documents and other materials paid for with State funds 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 project covered by this Contract has been completed 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 project covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 19 hereof relative to termination shall apply.
21. **CHANGES:** This Contract is intended as the complete integration of all understandings between the parties, at this time, and no prior or contemporaneous addition, deletion, or other amendment hereto, including an increase or decrease in the amount of monies to be paid to the Contractor, shall have any force or effect whatsoever, unless embodied in a written contract amendment incorporating such changes executed and approved pursuant to the State's Fiscal Rules. Notwithstanding this provision, modifications to Exhibit A (Scope of Work) and/or to Exhibit C (List of Submittals) may be approved by letter of agreement, agreed to in writing by all parties, providing that no such letter of agreement may alter either the total amount of funds payable under the contract, as set forth in Paragraph 5, or the contract period, as set forth in Paragraph 4, unless such changes are embodied in a written contract amendment executed and approved pursuant to the State's Fiscal Rules.
22. **CONFLICT OF INTEREST:** Contractor agrees not to engage in any conduct, activity, or transaction related to this contract which would constitute a conflict of interest under any applicable State or Federal law.
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.
24. **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.
25. **BINDING ON SUCCESSORS:** Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.
26. **ASSIGNMENT:** No party, nor any subcontractors hereto, may assign its rights or duties under this Contract without the prior written consent of the other parties.
27. **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 of 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.
28. **BOND REQUIREMENT:** 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, provender 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.
29. **CORA DISCLOSURE:** To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.
30. **STATEWIDE CONTRACT MANAGEMENT SYSTEM:** If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §30 shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

SPECIAL PROVISIONS

(The Special Provisions apply to all contracts except where noted in italics.)

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).**
This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS 24-30-202(5.5).**
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.**
No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.**
Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.**
Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.**
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. 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 contract, to the extent capable of execution.
7. **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 contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**
State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS 24-18-201 and 24-50-507.**
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental contracts]**
Subject to CRS 24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS 39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
11. **PUBLIC CONTRACTS FOR SERVICES. CRS 8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]**
Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS 8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS 24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS 24-76.5-101 et seq., and (c) has produced one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Revised January 1, 2009
2nd Revision March 10, 2009

CONTRACT SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR:
(Grant Recipient)

Eric United Methodist Church
Legal Name of Contracting Entity

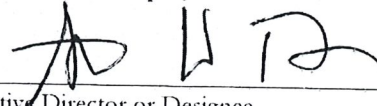

*Signature of Authorized Officer

8/18/2018
Date

Kenneth Tanner
Print Name of Authorized Officer

Trustee Chair
Print Title of Authorized Officer

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR

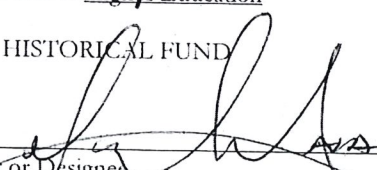
BY: 
Executive Director or Designee
Steve W. Turner

History Colorado

Date: 8/13/18

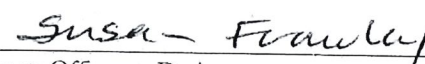
Department of Higher Education

STATE HISTORICAL FUND

BY: 
Director or Designee
Timothy Stroh, AIA, State Historical Fund

Date: 8/23/18

WAIVER CONTRACT REVIEWER

BY: 
Contracts Officer or Designee
Susan Frawley, State Historical Fund

Date: 8/23/2018

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performances or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

BY: 
Michelle Zale
History Colorado, Controller

Date: 8-30-18

Revised, January 5, 2018
233f9453-ed2c-4b8c-b3fd-e365c4975354
Approval/Contract C Includes Letter of Agreement

SCOPE OF WORK

I. Purpose: The purpose of this project is to rehabilitate the roof at Erie United Methodist Church in Erie, Colorado.

II. Scope of Work is as follows:

A. Roof Replacement

1. Tear of existing asphalt and wood shingles.
2. Repair or replace damaged decking
3. Install ice & water shield and other associated features (flashing, drip edges, etc)
4. Add ventilation, if needed
5. Install shingles

BUDGET

TASK	AMOUNT
A. Roof Replacement	\$ 14,850
B. Permits	\$ 400
PROJECT SUBTOTAL	\$ 15,250
<i>Contingency†</i>	<i>\$ 2,300</i>
PROJECT TOTAL	\$ 17,550
Grant Award (75.00%)	\$13,163
Cash Match (25.00%)	\$ 4,387

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

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



SHF project number: 2019-M1-023

SHF deliverable number: #2

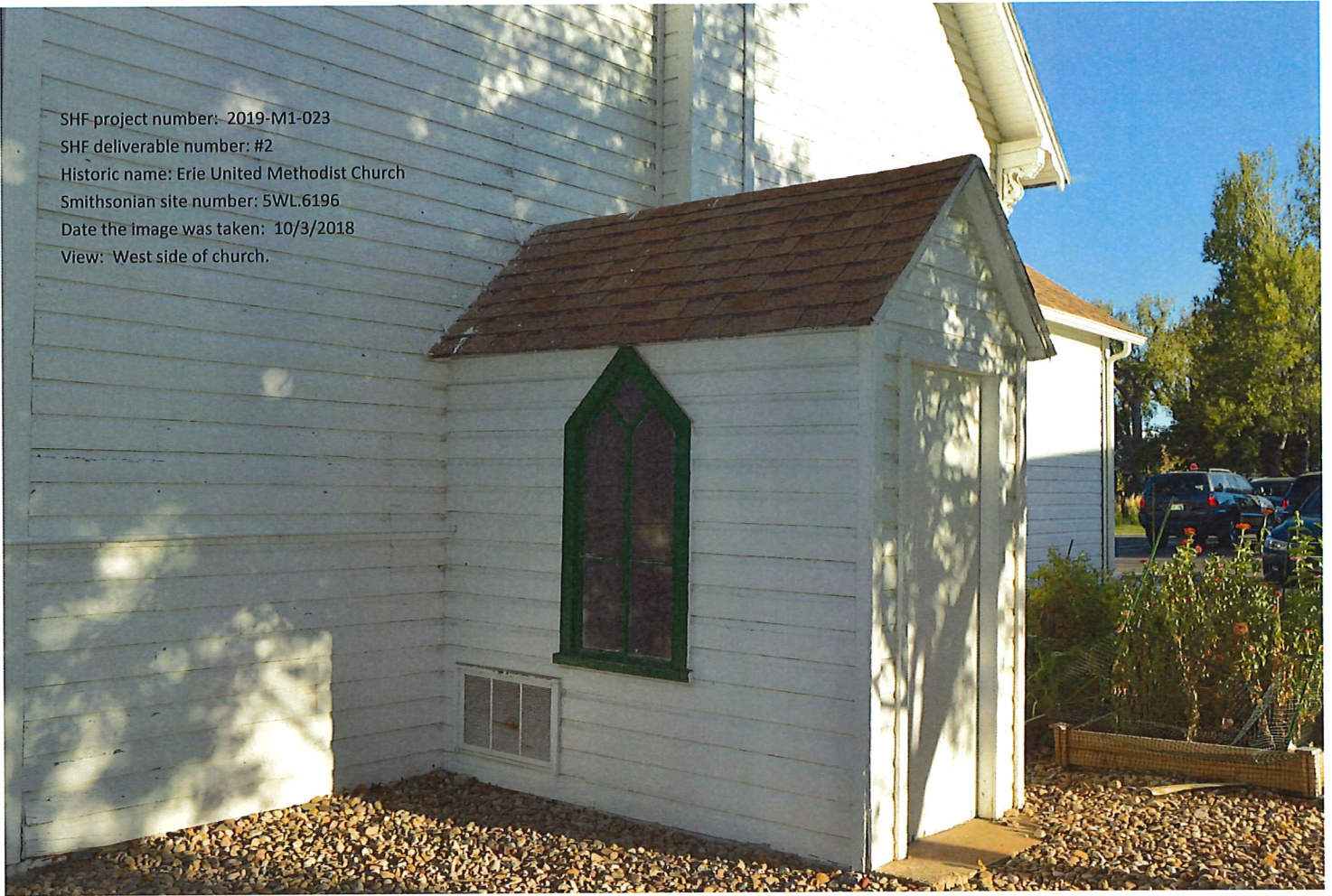
Historic name: Erie United Methodist Church

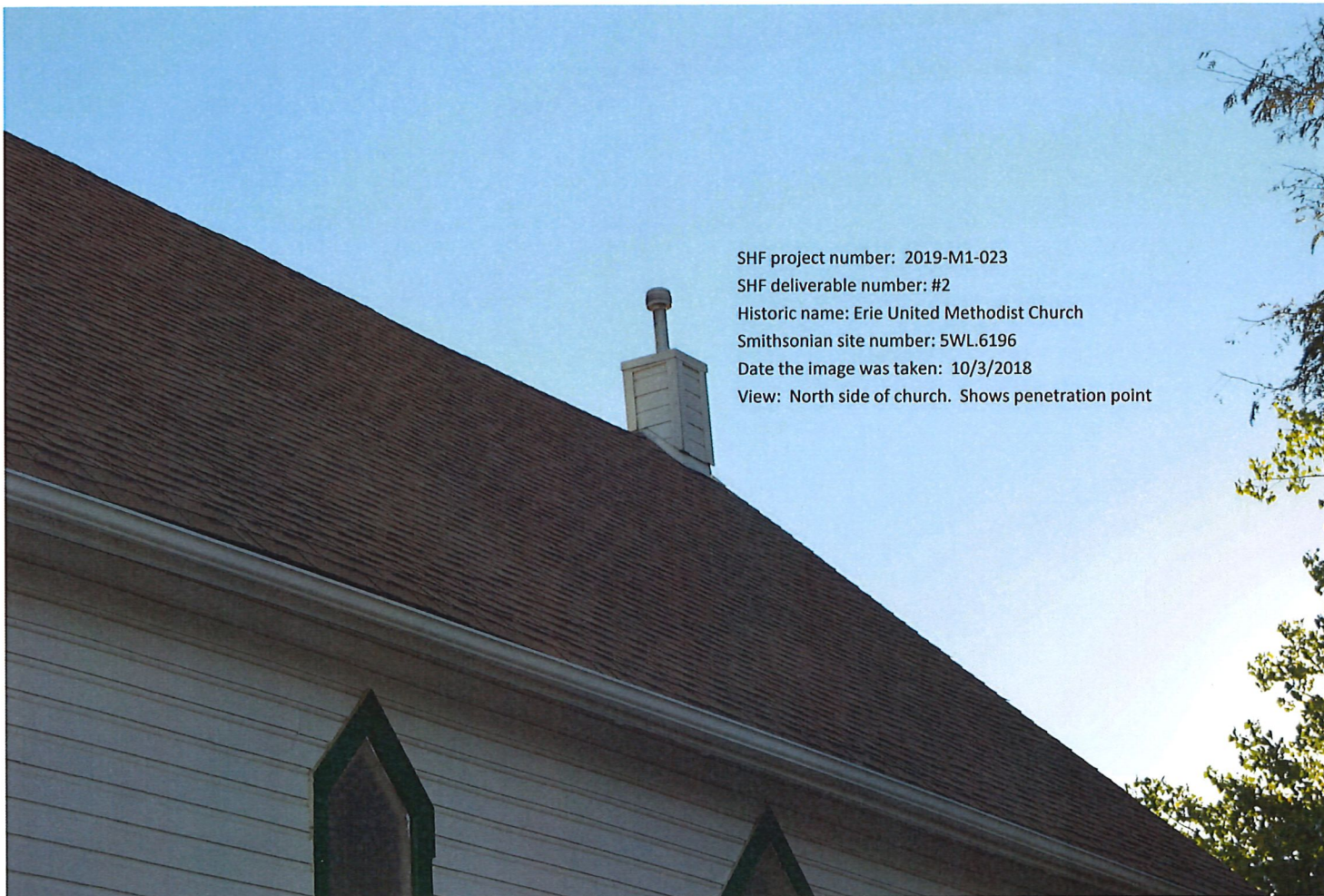
Smithsonian site number: 5WL.6196

Date the image was taken: 10/3/2018

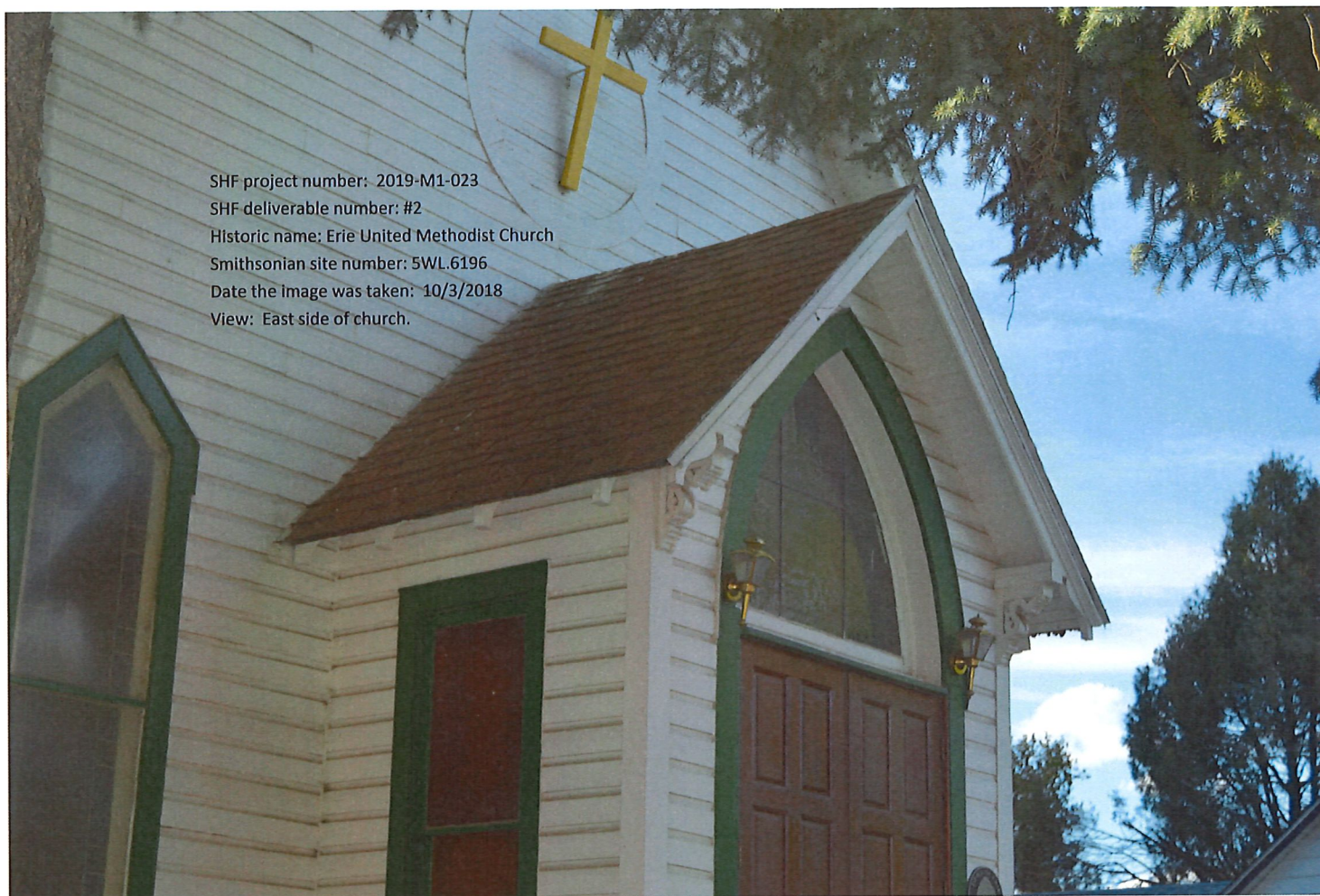
View: South side of church. Roofing facing East.

SHF project number: 2019-M1-023
SHF deliverable number: #2
Historic name: Erie United Methodist Church
Smithsonian site number: 5WL.6196
Date the image was taken: 10/3/2018
View: West side of church.





SHF project number: 2019-M1-023
SHF deliverable number: #2
Historic name: Erie United Methodist Church
Smithsonian site number: 5WL.6196
Date the image was taken: 10/3/2018
View: North side of church. Shows penetration point



SHF project number: 2019-M1-023
SHF deliverable number: #2
Historic name: Erie United Methodist Church
Smithsonian site number: 5WL.6196
Date the image was taken: 10/3/2018
View: East side of church.