COLORADO
Office of Economic Development & International Trade

Exhibit A, Statement of Work

1. **Project Description:**
   Business Funding & Incentives, a division of the Office of Economic Development and International Trade (hereinafter called "OEDIT" or "State") is entering into this Grant Award with Town of Oak Creek (hereinafter called "Grantee") to provide a grant award available to Tier One and Tier Two Just Transition communities to support their economic and workforce development activities. [HHL1]

   The funding shall support the initial planning phase of an expansion to South Routt Medical Center (SRMC), including the architectural and engineering costs, master planning, feasibility study, and conceptual design of an expansion. Specifically, the expansion will involve 10.25 new FTE over a one-to-three-year period and the capacity to serve an additional 2,000-3,000 patients per year at SRMC.

2. **Parties:**
   - **State:**
     Leslie Hylton-Hinga, Special Projects Director
     leslie.hylton-hinga@state.co.us
     (720) 320-2395
     Colorado Office of Economic Development and International Trade
     1600 Broadway, Suite 2500
     Denver, CO 80202

   - **Grantee Point of Contact:**
     Jennifer Hewes, Treasurer
     jennifer@townofoakcreek.com
     (970) 736-2422
     Town of Oak Creek
     PO Box 128, 129 Nancy Crawford Blvd
     Oak Creek, CO 80467

3. **Definitions:**[AS2]
   A. "Tier One Just Transition Communities" means Morgan County, Pueblo County, the west end of Montrose County (including the Town of Norwood in San Miguel County), and the Yampa Valley (including Moffat, Rio Blanco, and Routt counties).
   B. "Tier Two Just Transition Communities" means Delta, Gunnison, El Paso, La Plata, and Larimer Counties.
   C. "Eligible Entities" means economic development districts, counties, municipalities or other political subdivisions of the State (including public K-12 schools and special districts), Indian tribes, registered apprenticeship programs, institutions of higher education, and public or private nonprofit organizations or associations.

5. **Work Tasks, Deliverables and Timeline**[AS3]**:**

A. In the 2022 legislative session, the Colorado General Assembly appropriated $5,000,000 to the Strategic Fund, via the FY23 Long Bill, to support coal transition communities in their "economic development activities." The Economic Development Commission approved the program manual and budget to administer the funds at the December 15, 2022 meeting.

OEDIT and the Office of Just Transition ("OJT") began seeking proposals for funding on January 20, 2023 from Tier One and Tier Two Just Transition communities to support their economic and workforce development activities. The application cycle will remain open for at least a year (unless funds are all granted before that). Applications will be accepted and reviewed on a rolling basis.

The eligible uses of these grants are based on legislative guidance, as authorized in C.R.S. § 24-46-205 and outlined in OEDIT's Strategic Fund. The funding shall support the initial planning phase of an expansion to SRMC, including the architectural and engineering costs, master planning, feasibility study, and conceptual design of an expansion.

B. Timeline for Deliverables:

Deliverable	**Description of Deliverable**	**Due Date**
Master Planning Contract	Contract with consulting firm for master planning, which includes community engagement	1/31/24
Feasibility Study Contract	Contract with consultant firm for feasibility study with CPA opinion (required by USDA for Community Facility grant/loan applications)	1/31/24
Master Plan Complete	Master plan for the facility expansion is completed	3/31/24
Feasibility Study Complete	Feasibility study, including assessment of needs in Moffat and Grand counties, with pro formas is completed for the project	3/31/24
Conceptual design and design/engineering documents	Contract with firm for conceptual design and design/engineering to construction documents	5/31/24
Construction Timeline - Spring 2024	Site preparation	8/30/24
Construction Timeline - Summer 2024	Construction to begin	9/1/24
Marketing Plan	Within six months of the completion of the feasibility study, provide marketing plan detailing how SRMC intends to expand patient base in Moffat and Grand Counties	9/31/24
Construction Timeline - Summer 2025	Construction completed	8/30/25
Hiring/Expansion Timeline - Fall 2025	Hire year one new staff and procure equipment, furnishings	9/1/25
Expansion Timeline - Fall 2025	Clinic expansion opening	TBD

*Some of the work may be delayed, as this is an estimated timeline.

6. Accessibility Requirements

In order for state agencies and local government entities to comply with HB21-1110 by July 1, 2024, state of Colorado grantees and bidders are required to demonstrate that information technology provided to the State of Colorado conforms to or addresses each of the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) 2.1, level A and AA success criteria. Grantees may do so by providing either of the following:

1. An independent, third-party evaluation from an accessibility consultancy
2. A Voluntary Product Accessibility Template (VPAT). If a VPAT is used, it must use the VPAT 2.4 template, which is based on WCAG 2.1 level A/AA. The Information Technology Industry Council offers a VPAT 2.4 WCAG template (download).

7. Monitoring/Compliance[AS4]

A. Biannual Project Update Reports: Until completion of the architectural and engineering costs, master planning, feasibility study, and conceptual design of the expansion, Grantee shall submit *biannual* project update reports on January 1 and July 1. After that Grantee shall submit *annual* project update reports on July 1. At a minimum, these reports shall include:

   i. An update on the project timeline and deliverables referenced above;
   ii. Information or data on any economic benefits that have been realized thus far, including but not limited to: jobs created/retained, wages associated with those jobs, further growth prospects, etc.

B. Final Report: Upon completion of the initial planning phase, Grantee shall provide a final report with the full project impact and results. If the expansion is not able to come to fruition, Grantee shall provide a final report indicating why and what other opportunities it has pursued in the absence of the expansion.

8. Insurance

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law, confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§14** within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

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

L. Certificates

Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Contract within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

9. Budget:[AS5]

The maximum amount payable under this Grant Agreement to Grantee by OEDIT shall be $307,000.00 as determined by the State from available funds. [HHL6]

A. Budget Table:

Related Deliverable/ Line Item	Total Line-Item Cost	OEDIT Funds	All Other Funds (including other state funds)	Other Fund Source
Master Planning	$50,000	$50,000	$0	N/A
Feasibility Study	$50,000	$50,000	$0	N/A
Conceptual Design Phase	$24,000	$24,000	$0	N/A
Travel & Meetings for preconstruction phase	$3,000	$3,000	$0	N/A
Design/Engineering to Construction Documents	$180,000	$180,000	$0	N/A
Construction	$3,915,275	$0	$3,915,275	CDS request (pending) USDA Community Facilities (future) Gates Family Foundation (future)
Contingency	$652,545	$0	$652,545	
Totals	**$4,874,820**	**$307,000**	**$4,567,820**	

10. Payment: [AS7]

A. Payment up to $307,000 will be made on a reimbursement basis upon receipt of approved expenses listed in the Budget Table. Such expenses shall occur on an installment basis in accordance with each category listed above to ensure that OEDIT does not provide more funding than is necessary if Grantee ultimately decides not to move forward with the next step in the planning phase.

B. Invoice shall be submitted with receipts to Program Manager, Morgan Vankat for approval; and

C. OEDIT shall pay Vendor for all amounts due within 45 days after receipt of invoice and a correct

notice of amount due, unless additional questions arise, and supplemental backup documentation is needed.