

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

CONTRACT #2012-01-037

THIS CONTRACT, Made this _____ day of _____, _____, 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 **Denver Firefighters Museum**, 1326 Tremont Place, Denver, Colorado 80204, hereinafter referred to as the Grant Recipient, hereinafter referred to as the "Contractor", and **City of Denver**, Owner of Property, 201 West Colfax Avenue, Denver, Colorado 80204, hereinafter referred to as the Property Owner,

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 _____ in Fund Number 401, Appropriation Account 401 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 Grant Recipient 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 \$50,000; 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",

WHEREAS, the Property Owner is a public entity and the owner in fee simple of certain real property in Denver County, Colorado, which property has been listed on the National Register of Historic Places, as the Fire Station #1 (Denver)-Denver Firefighters Museum located at 1326 Tremont Place, Denver, Colorado, hereinafter referred to as the "Property," and which Property is more particularly described as follows:

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NOW THEREFORE, it is hereby agreed that:

1. The Property Owner and Grant Recipient shall use funds subject to this Contract in support of **Project #2012-01-037, "Roof and Exterior Rehabilitation"** 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 Property Owner and Grant Recipient agree that they 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*. The Property Owner and Grant Recipient shall perform any and all survey activities and submittals in accordance with the 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 February 1, 2012 through February 1, 2014.

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 Grant Recipient a grant not to exceed one hundred forty-two thousand twenty-nine dollars (\$142,029.00).**

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 Grant Recipient upon submission and approval of the Interim *SHF Financial Report*. The remaining ten-percent (10%) of the grant amount shall be paid following Grant Recipient'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 Grant Recipient of either documented proof or certification of expenditures with each financial report.**

Expenditures incurred by the Grant Recipient or Property Owner 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 Grant Recipient and Property Owner 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. Grant Recipient 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 Grant Recipient's and Property Owner'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 Grant Recipient or Property Owner provided that the audit is performed at a time convenient to the Grant Recipient and/or Property Owner and during regular business hours.
8. **PARTIES RELATIONSHIP:** THE GRANT RECIPIENT AND THE PROPERTY OWNER ARE NOT EMPLOYEES OR AGENTS OF THE STATE. THE GRANT RECIPIENT AND/OR PROPERTY OWNER 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 GRANT RECIPIENT AND PROPERTY OWNER REPRESENT THAT THEY HAVE OR SHALL SECURE AT THEIR OWN EXPENSE ALL PERSONNEL EMPLOYED OR UTILIZED BY THE GRANT RECIPIENT/PROPERTY OWNER UNDER THIS CONTRACT. THE GRANT RECIPIENT AND/OR PROPERTY OWNER SHALL BE RESPONSIBLE FOR PROVIDING WORKMEN'S COMPENSATION COVERAGE AND UNEMPLOYMENT COMPENSATION COVERAGE FOR ALL OF THEIR EMPLOYEES TO THE EXTENT REQUIRED BY LAW, AND FOR ENSURING THAT ALL SUBCONTRACTORS MAINTAIN SUCH INSURANCE. THE GRANT RECIPIENT AND/OR PROPERTY OWNER SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING. ALL OF THE SERVICES REQUIRED HEREUNDER SHALL BE PERFORMED BY THE GRANT RECIPIENT AND/OR PROPERTY OWNER OR UNDER THEIR 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
Vice President OAHF and SHF/Deputy SHPO
History Colorado, the Colorado Historical Society
1200 Broadway
Denver, Colorado 80203

To the Grant Recipient: Ms. Winifred J. Ferrill
Executive Director/Chief Curator
Denver Firefighters Museum
1326 Tremont Place
Denver, Colorado 80204

To the Property Owner: City of Denver
201 West Colfax Avenue
Denver, Colorado 80204

10. **ADA COMPLIANCE:** The Grant Recipient and Property Owner assure 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 Grant Recipient and Property Owner, or be subjected to any

discrimination by the Grant Recipient or Property Owner upon which assurance the State relies. Further, all real property improvements shall conform to applicable ADA requirements.

11. DISSEMINATION OF ARCHAEOLOGICAL SITE LOCATIONS: The Grant Recipient and Property Owner agree 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. The Grant Recipient and Property Owner agree 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-the Colorado Historical Society, 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 the History Colorado.
12. REPORTS: The Grant Recipient and/or Property Owner 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: The Grant Recipient and Property Owner agree 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 Grant Recipient or Property Owner 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 State Historical Fund grant from History Colorado, the Colorado Historical Society." 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, the Colorado Historical Society".
16. PRESERVATION OF PROPERTY: The Property Owner hereby agrees to the following for a period of thirty (30) 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, encroach on the open land area of the Property, or adversely affect such prominent landscape features as trees, hedges, fences, walls or paths. Such work, when permitted shall be 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 Property Owner 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 Property Owner 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. Within sixty (60) days prior to completion of this Contract, Property Owner covenants and agrees that History Colorado will record this Contract with the county clerk and recorder for the county in which the property is located. Property Owner further covenants and agrees that this Contract will constitute a binding covenant that will run with the land.
 - e. To the extent authorized by law, the Property Owner 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 Grant Recipient 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 Property Owner or Grant Recipient. These remedial actions are as follows:

- a. Suspend the Grant Recipient's performance pending necessary corrective action as specified by the State without Grant Recipient's entitlement to adjustment in price/cost or schedule; and/or
 - b. Withhold payment to Grant Recipient until the necessary services or corrections in performance are satisfactorily completed in accordance with the *Standards*, the SHF 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 Property Owner or Grant Recipient 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 Property Owner or Grant Recipient 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 Grant Recipient 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. RECAPTURE AND OTHER REMEDIES AGAINST PROPERTY OWNER: The following recapture provision shall apply only to the Property Owner: In the event that the property, as a whole, is sold within a five-year period after completion of the project, the following recapture provision shall apply: If the property is sold within the first year after completion, one-hundred percent (100%) of the funds awarded shall be returned to the State, with a twenty percent (20%) reduction per year thereafter.
- a. 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 Property Owner, 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.
 - b. The failure of History Colorado to exercise any right or remedy granted under this Agreement shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
19. CUMULATIVE EFFECT: The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.
20. TERMINATION OF CONTRACT FOR DEFAULT: If, through any cause, the Grant recipient or the Property Owner shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Grant Recipient or Property Owner 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 Grant Recipient and Property Owner 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 Grant Recipient or Property Owner under this Contract shall, at the option of the State, become its property, and the Grant Recipient and/or Property Owner shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Grant Recipient and the Property Owner 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 Grant Recipient or the Property Owner, and the State may withhold any payments to the Grant Recipient or Property Owner for the purpose of setoff until such time as the exact amount of damages due the State from the Grant Recipient and/or Property Owner are determined.

21. 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 Grant Recipient and the Property Owner 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 Grant Recipient and/or Property Owner 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 Grant Recipient and/or Property Owner 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 Grant Recipient and/or Property Owner 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 Grant Recipient and/or Property Owner

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 Grant Recipient and/or Property Owner, Paragraph 20 hereof relative to termination shall apply.

22. **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 Grant Recipient and/or Property Owner, 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.
23. **CONFLICT OF INTEREST:** The Grant Recipient or Property Owner agree 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.
24. **COMPLIANCE WITH APPLICABLE LAWS:** At all times during the performance of this Contract, the Grant Recipient and Property Owner shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.
25. **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.
26. **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.
27. **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.
28. **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 Grant Recipient and/or the Property Owner or their subcontractors.
29. **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.
30. **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.
31. **STATEWIDE CONTRACT MANAGEMENT SYSTEM:** If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §31 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State fiscal rules, policies and guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation. Review and rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified

following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CHS, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future grants. Grantee may contest the final Evaluation, Review and rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon showing of good cause.

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.

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)

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR

Denver Firefighters Museum

Legal Name of Contracting Entity

Winfred Ferrill

*Signature of Authorized Officer

12-9-2011

Date

Winfred Ferrill

Print Name of Authorized Officer

Executive Director

Print Title of Authorized Officer

City of Denver

Legal Owner

Signature of Legal Owner

Date

Print Name of Legal Owner

Print Title of Legal Owner

BY: _____

Executive Director or Designee

Edward C. Nichols, President

History Colorado, the Colorado Historical Society

Date: _____

Department of Higher Education

STATE HISTORICAL FUND

BY: _____

Director or Designee

Steve W. Turner, Vice President OAHP & SHF/Deputy SHPO

Date: _____

WAIVER CONTRACT REVIEWER

By: _____

Contracts Officer or Designee

Janette Vigil, State Historical Fund

Date: _____

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
David J. McDermott, CPA**

BY: _____

Connie Butler

CHS, Accountant & Payroll Manager

Date: _____

Revised, November 18, 2011
x:\Document\29085546.doc
Approval/Contract A with 20 year covenant

SCOPE OF WORK

- I. **Project Purpose:** The purpose of the project is to replace the roof, restore and reconstruct the skylights, reconstruct the front parapet, repair finishes and complete associated electrical work at the Denver Firefighters Museum in Denver, Colorado.

- II. **Scope of Work is as follows:**
 - A. **Preservation Construction Activities**
 1. Roofing demolition and replacement
 2. Front parapet reconstruction
 3. Skylights, reglaze/restore, reconstruct small skylight
 4. Replace light well roof drains
 5. Repair of finishes
 6. Electrical work
 7. Contractor's General Requirements
(Superintendent, mobilization, dumpsters, etc.)

 - B. **Architectural and Engineering Services**
 1. Complete drawings and write specifications
 2. Structural engineering of front parapet
 3. Plumbing engineering of roof drains
 4. Coordinate bidding and award
 5. Submittal review
 6. Construction observation

 - C. **Project Administration**
 1. Grant Administration and Project Management

In accordance with Section 12-47.1-12-1 C.R.S. (1999) The Limited Gaming Act which authorizes the Colorado Historical Society to administer the State Historical Fund as a statewide grants program.

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PROJECT BUDGET

TASK	AMOUNT
A. Preservation Construction Activities	
1. Replace roof, including restore/reconstruct skylights, improve drainage, repair finishes, restore parapet and complete associated electrical works	\$98,582
2. General Requirements	\$18,497
B. Professional Services	
1. Architectural and Engineering Services	\$8,400
<hr/>	
<i>Subtotal A & B</i>	<i>\$125,479</i>
C. Project Administration	
1. Grant Administration and Project Management (10% of A&B)*	\$12,550
<hr/>	
PROJECT Sub-Total	\$138,029
<i>Contingency**</i>	<i>\$14,000</i>
PROJECT TOTAL	\$152,029
Cash Match (6.58%)	\$10,000
Grant Award (93.42%)	\$142,029

* Grant Administration cannot exceed 15% of *Subtotal* amount

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

Travel must be within SHF/State allowable rates (\$.50/mile – mileage, \$100/night – Hotel, \$46/day – Per Diem)

LIST OF SUBMITTALS

Project Reports		
<u>Project Reports</u>	<u>Due Date</u>	<u>Society Response</u>
a. Payment Request Form (Attachment 1). Deliverables #1 – 3, and 12 below must be reviewed and approved before Advance payment is made.	N/A	Advance payment of grant award \$38,684
b. Progress Report # 1	April 1, 2012	Review*
c. Progress Report # 2	June 1, 2012	Review*
d. Progress Report # 3	August 1, 2012	Review*
e. 1 st Interim Financial Report (Attachment 1). Deliverables #4 - 6 below must be reviewed and approved before Interim payment is made.	September 15, 2012	Review & Approve. 1 st Interim payment of grant award \$38,684.†
f. Progress Report # 4	October 1, 2012	Review*
g. Progress Report # 5	December 1, 2012	Review*
h. Progress Report #6	February 1, 2013	Review*
i. Progress Report #7	April 1, 2013	Review*
j. 2 nd Interim Financial Report (Attachment 1). Deliverables #7 – 8 below must be reviewed and approved before Interim payment is made.	April 15, 2013	Review & Approve. Interim payment of grant award \$38,684.†
k. Progress Report # 8	June 1, 2013	Review*
l. Progress Report # 9	August 1, 2013	Review*
m. Progress Report # 10	October 1, 2013	Review*
n. Final Financial Report (Attachment 1)	October 15, 2013	Review & Approve. Final Reimbursement of grant award \$12,895.†

*At the discretion of the SHF technical staff, progress reports may not receive a response.

** Interim financial report due date is a guideline. Please submit Interim financial report when majority of advance has been expended and you are ready for the next payment.

*** Project period ends. All Deliverables due on or before this date.

†The payments total is the grant share of project subtotal. Payment may increase due to approval of contingency funds.

PROJECT DELIVERABLES

Submit the following Project Deliverables. Deliverables #1 - 8 must be reviewed and approved by SHF before commencement of treatments (construction).

<u>Project Deliverables</u>	<u>Society Response</u>
01. Consultant Resume – Architect	Review/Comment and or Approve
02. Subcontract Certification – Architect	Review/Comment and or Approve
03. Initial consultation with SHF Historic Preservation Specialist	Review/Comment and or Approve
04. Historical photos/documentation of areas to be treated	Review/Comment and or Approve
05. Before/existing condition photos of areas affected by scope of work	Review/Comment and or Approve
06. Construction Documents / Plans and Specifications	Review/Comment and or Approve
07. Subcontract Certification – Contractor(s)	Review/Comment and or Approve
08. Pre-Construction meeting with SHF Historic Preservation Specialist	Review/Comment and or Approve
09. Materials Testing Analysis and Results, if needed	Review/Comment and or Approve
10. Copies of change orders, if necessary	Review/Comment and or Approve
11. After photos of areas affected by Scope of Work	Review/Comment and or Approve
12. MOU/LOA between Grant Recipient and Property Owner	Review/Comment and or Approve
13. Project Summary Report	Review/Comment and or Approve

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