

RESOLUTION NO. 1826

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING THE EXECUTION OF A CONTRACT WITH
THE COLORADO HISTORICAL SOCIETY AND GOLDEN
LANDMARKS ASSOCIATION FOR THE RESTORATION OF
THE BRICKYARD HOUSE**

WHEREAS, City Council approved Resolution 1707 on September 28, 2006 authorizing the Golden Landmarks Association (GLA) to make a grant application to the Colorado Historical Society for restoration of a city owned structure known as the Brickyard House; and

WHEREAS, City Council approved Ordinance 1760 on January 25, 2007 authorizing a Lease Purchase Agreement conveying certain interests in the Brickyard House to the Golden Landmarks Association (GLA); and

WHEREAS, The Colorado Historical Society has offered a grant based upon the grant application; and

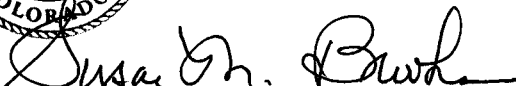
WHEREAS, Because City Council retains fee simple ownership of the Brickyard House, it would be necessary for the City to be a party to the grant contract between GLA and the Colorado Historical Society.

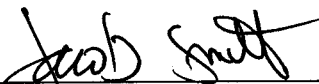
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

City Council hereby authorizes the execution of the contract with the Golden Landmarks Association and the Colorado Historical Society substantially in the form attached hereto, subject to execution of a separate agreement between the City and Golden Landmarks Association clearly defining GLA's responsibility and liability for all grant activities. The Mayor is authorized to execute the contract with the Colorado Historical Society on behalf of the City at such time as the separate agreement with GLA is executed.

Adopted this 24th day of January, 2008.




Susan M. Brooks, MMC
City Clerk




Jacob Smith
Mayor

Resolution No. 1826

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APPROVED AS TO FORM:

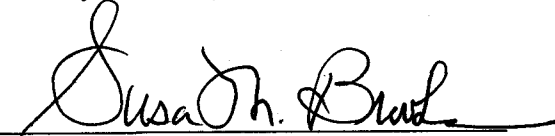


Acting City Attorney
David S. Williamson

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular meeting thereof held on the 24th day of January, A.D., 2008.



ATTEST:



Susan M. Brooks, City Clerk of the City of
Golden, Colorado

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

CONTRACT

THIS CONTRACT, Made this _____ day of _____, by and between the State of Colorado for the use and benefit of the Department of Higher Education, Colorado Historical Society, 1300 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or the Society, and the **Golden Landmarks Association**, PO Box 1136, Golden, Colorado 80402, hereinafter referred to as the Grant Recipient, hereinafter referred to as the "Contractor", and the **City of Golden**, Owner of Property, 911 10th Street, Golden, Colorado 80401, 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 Jefferson County, Colorado, which property has been listed on a list of local landmarks, as the Brick Plant Manager's House located at 20041 Golden Gate Canyon Road, Golden, Colorado, hereinafter referred to as the "Property," and which Property is more particularly described as follows:

- Lot 6
- Catamount Subdivision Filing No. 1
- City of Golden
- County of Jefferson
- State of Colorado

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 #2007-02-024, "Exterior Restoration and Stabilization"** 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 the Society).
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 the Society 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 Society and/or State Historical Fund purposes.
4. **CONTRACT EFFECTIVE DATE:** The term of this Contract shall be from February 1, 2008 through February 28, 2010.

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 twenty thousand dollars (\$120,000.00).**

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: Mark Wolfe
Director
Colorado Historical Society
State Historical Fund
225 East 16th Avenue, Suite 950
Denver, Colorado 80203-1620

To the Grant Recipient: Mr. Conrad E. Gardner
Legal Counsel
Golden Landmarks Association
PO Box 1136
Golden, Colorado 80402

To the Property Owner: Mr. Steve Glueck
Planning and Development Director
City of Golden
911 10th Street

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 the Society with copies of any archaeological surveys developed during the course of, or under a project financed either wholly or in part by the Society. 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 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 Society.
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 the Colorado Historical Society." In addition, the Society 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 the Colorado Historical Society".
16. PRESERVATION OF PROPERTY: The Property Owner hereby agrees to the following for a period of twenty (20) years commencing on the date of this Agreement.
 - a. Without the express written permission of the Society, 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. The Society, or a duly appointed representative of the Society, 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 the Society 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 SHIP 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, the Society 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 the Society. The Society 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, the Society 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 the Society. The Society 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 the Society 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

N/A

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.

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 deemed 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. **INDEMNIFICATION.**
Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
[Applicable Only to Intergovernmental Contracts] 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, protection, 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. 2671 et seq., as applicable, as now or hereafter amended.
4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2.**
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 or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.
5. **NON-DISCRIMINATION.**
Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.
6. **CHOICE OF LAW.**
The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.
7. *[Not Applicable to Intergovernmental Contracts]* **VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.**
The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (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 or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**
No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has 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 paragraph, the State may exercise any remedy available at law or 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. 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.
10. *[Not Applicable to Intergovernmental Contracts]* **ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101.**
Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. 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 represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.
Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce 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

CONTRACTOR:
(Grant Recipient)

STATE OF COLORADO
Bill Ritter, Jr., GOVERNOR

Golden Landmarks Association

Legal Name of Contracting Entity

84-0640678

Social Security Number or FEIN

Richard J. Gardner

Signature of Authorized Officer

Richard J. Gardner President

Print Name & Title of Authorized Officer

1/9/2008

Date

BY: _____

Executive Director, or Designee

Edward C. Nichols, President

Colorado Historical Society

Date: _____

Department of Higher Education

CORPORATIONS: (A corporate attestation is required.)
(Place corporate seal here, if available)

STATE HISTORICAL FUND

Attest (Seal) By: *Donna E. Miller*
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

BY: _____

Mark Wolfe, Director

City of Golden

Legal Owner

84-6000591

Social Security Number or FEIN

Jacob Smith, Mayor

Signature of Legal Owner

Jacob Smith
Print Name & Title of Legal Owner

2/14/08

Date

WAIVER CONTRACT REVIEWER

BY: _____

Cyril Padilla, Contract Specialist

State Historical Fund

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

State Controller
Leslie M. Shenefelt

BY: _____

Susan S. Richl

CHS, Chief Financial Officer

Date: _____

Revised, January 9, 2007
X:\Document\18135239.doc
Approval/Contract A with 20 year covenant

SCOPE OF WORK

I. **Project Purpose:** The purpose of this project is to stabilize and restore the Brick Manager's House.

II. **Scope of Work is as follows:**

A. Masonry

1. Clean brick and stone foundation masonry using gentlest means possible
2. Replicate irreparable shaped bricks using recycled original brick material
3. Re-point exterior brick and stone masonry using appropriate mortar mix
4. Reset loose brick units
5. Reconstruct northeast wall and chimney
6. Repair miscellaneous damaged areas of masonry

B. Windows, Doors and Exterior Woodwork

1. Scrape, prep and paint exterior wood windows, doors, porch and trim
2. Replace window glazing as needed
3. Replace missing window sash as needed
4. Replace missing transom above front door
5. Install new wood storm windows
6. Install period hardware on doors and windows to replace missing
7. Stabilize and reattach porch superstructure and pilasters
8. Rebuild porch floor and ceiling with salvaged historic woodwork
9. Replace missing porch floor and missing woodwork with matching wood
10. Install replica porch columns to match porch pilasters

C. Roof and Drainage

1. Repair roof framing
2. Repair and rebuild rafter ends and fascia for hidden gutter system
3. Replace roof with composite replica shingle roof
4. Rebuild existing hidden gutter system, with downspouts
5. Install roof insulation and sealants

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.

PROJECT BUDGET

TASK	GRANT REQUEST	CASH MATCH	PROJECT TOTAL
Masonry	\$34,500	\$11,500	\$46,000
Clean brick and stone foundation masonry using gentlest means possible. Replicate irreparable shaped bricks using recycled original brick material. Re-point exterior brick and stone masonry using appropriate mortar mix. Reset loose brick units. Reconstruct northeast wall and chimney. Repair miscellaneous damaged areas of masonry			
Windows, Doors, Porch and Exterior Woodwork	\$42,750	\$14,250	\$57,000
Stabilize and reattach porch superstructure and pilasters. Rebuild porch floor and ceiling with salvaged historic woodwork. Replace missing porch floor and missing woodwork with matching wood. Install replica porch columns to match porch pilasters. Replace window sash as needed. Replace missing window glazing as needed. Scrape, prep and paint exterior wood windows, doors, porch and trim. Replace missing transom above front door. Install period hardware on doors and windows to replace missing. Install new wood storm windows.			
Roof and Drainage	\$30,750	\$10,250	\$41,000
Repair roof framing. Repair and rebuild rafter ends and fascia for hidden gutter system. Replace roof with composite replica shingle roof. Rebuild existing hidden gutter system, with downspouts. Install roof insulation and sealants.			
Contingency	\$12,000	\$4,000	\$16,000
PROJECT TOTALS	\$120,000	\$40,000	\$160,000

LIST OF SUBMITTALS

Project Reports		
<u>Project Reports</u>	<u>Due Date</u>	<u>Society Response</u>
a. Payment Request Form (Attachment 2). Deliverables #1 – 3 & 10 below must be reviewed and approved before Advance payment is made.	N/A	Advance payment of grant award \$36,000.
b. Progress Report # 1	May 1, 2008	Review*
c. 1 st Interim Financial Report (Attachment 1). Deliverables #4 – 6 below must be reviewed and approved before Interim payment is made.	August 1, 2008	Review & Approve. 1 st Interim payment of grant award \$36,000.
d. Progress Report # 2	August 1, 2008	Review*
e. Progress Report # 3	November 1, 2008	Review*
f. 2 nd Interim Financial Report (Attachment 1). Deliverable # 7 below must be reviewed and approved before 2 nd Interim payment is made.	February 1, 2009	Review & Approve 2 nd Interim payment of grant award \$36,000.
g. Progress Report # 4	February 1, 2009	Review*
h. Progress Report # 5	May 1, 2009	Review*
i. Progress Report # 6	August 1, 2009	Review*
j. Final Financial Report (Attachment 1)	August 1, 2009	Review & Approve. Final payment of grant award \$12,000.

*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.

PROJECT DELIVERABLES

Submit the following Project Deliverables. Deliverables # 1 - 7 must be reviewed and approved by SHF before commencement of treatments (construction).

<u>Project Deliverables</u>	<u>Society Response</u>
1. Initial Consultation with SHF Historic Preservation Specialist	Review/Comment and or Approve
2. Historical photos/documentation of areas to be treated	Review/Comment and or Approve

**Golden Landmarks Association
Exterior Restoration and Stabilization
Project #2007-02-024**

Exhibit C

- | | |
|--|-------------------------------|
| 3. Before/Existing condition photos of areas affected by Scope of Work | Review/Comment and or Approve |
| 4. Plans and Specifications | Review/Comment and or Approve |
| 5. Subcontract copy – General Contractor | Review/Comment and or Approve |
| 6. Subcontract copy – Archaeologist (if required) | Review/Comment and or Approve |
| 7. Pre Construction meeting with SHF Historic Preservation Specialist | Review/Comment and or Approve |
| 8. After photos of areas affected by Scope of Work | Review/Comment and or Approve |
| 9. Copy of Archaeological Monitoring Report (if ground disturbance) | Review/Comment and or Approve |
| 10. Copy of MOU/LOA between GR & Owner | Review/Comment and or Approve |

H:\Contracts\2007\0702024 Exhibit C.doc

STATE HISTORICAL FUND
PAYMENT REQUEST

Attachment 2

Grant Recipient: _____

Date: _____

Project Title: _____

Project Number: _____

Total Amount Awarded: \$ _____

Contract Period: _____

As the authorized representative of the _____

Grant Recipient

I hereby state that the above project is presently under contract with the Colorado Historical Society, State Historical Fund, and request (**complete only one section**):

ADVANCE PAYMENT REQUEST

_____ An Advance Payment of no more than forty percent (40%) of the total grant award. I further state that work has begun or will begin within the next two weeks on the project; and that an advance payment is necessary to proceed with the Scope of Work.

INTERIM PAYMENT REQUEST (Initial one or both lines, as applicable)

_____ An Interim Payment of no more than fifty percent (50%) of the total grant award. I further state that any advance payment received to date has been fully expended, and that an interim payment is necessary to continue with the Scope of Work.

AND

_____ Enclosed is a SHF Interim Financial Report as required by contract, Exhibit C, and the required documentation or certification of expenditures (payment will **NOT** be considered without a financial report).

EASEMENT FEE PAYMENT REQUEST (Initial one or both lines, as applicable)

_____ Enclosed is an Invoice for the Easement Negotiation fee. I further state that we will negotiate in good faith and make every effort to fully execute an easement with the property owner.

AND/OR

_____ Enclosed is an Invoice for the Easement fee. I further state that the easement has been fully executed, recorded, and submitted to the State Historical Fund.

FINAL PAYMENT REQUEST (Must initial both lines)

_____ A Final Payment of the remaining balance of award, minus interest earned.

AND

_____ Enclosed is a SHF Final Financial Report and required documentation or certification of expenditures (payment will **NOT** be considered without a financial report)

I understand that the FINAL PAYMENT is a reimbursement, and further state that all invoices and bills reported on the Final Financial report have been PAID IN FULL.

Signature of Grant Recipient / Project Director

Date

