

10908

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

4201 East Arkansas Avenue
Denver, Colorado 80222
(303) 757-9011



STE SW00-045

May 23, 1995

Mr. Dave Halaas
Colorado Historical Society
1300 Broadway, 3rd Floor
Denver, Co. 80203

Dear Mr. Halaas:

Please find attached your fully executed original contract regarding
Project No. STE SW00-045, dated May 5, 1995; for your records.

Sincerely,

Bob Marusin,
Agreements Engineer

RM/jsd
Attachment

cc: Veinberg, Staff Design
Williams, Projects & Grants
Marusin, Agreements
Central Files (original) ✓

STE SW00-045
COLORADO HISTORICAL SOCIETY
SIGNING PROJECT
(STATE/TJH/cem)

CONTRACT

THIS CONTRACT, made this 5TH day of MAY, 19 95, by and between the State of Colorado for the use and benefit of THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the State, and the COLORADO HISTORICAL SOCIETY, an agency of the State of Colorado, hereinafter referred to as the Local Agency or as the Contractor,

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Organization Number 9991, Appropriation Code 010, Program 2000, Function 3020, Object 2312 1 P, Reporting Category 0932, Contract Encumbrance Number 10908 [00] D (Contract Encumbrance Amount \$22,500); and

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

WHEREAS, pursuant to Title I, Part A, Section 1007 (c) of the Intermodal Surface Transportation Efficiency Act of 1991, certain Federal funds have been and will in the future be, allocated for the "provision of facilities for pedestrians and bicycles, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, landscaping and other scenic beautification, historic preservation, rehabilitation and operation of historic transportation buildings, structures or facilities (including historic railroad facilities and canals), preservation of abandoned railway corridors (including the conversion and use thereof for pedestrian or bicycle trails), control and removal of outdoor advertising, archaeological planning and research, and mitigation of water pollution due to highway runoff."; and

WHEREAS, Federal-aid funds have been made available for a project, identified as STE SW00-045 for design, assembly, and installation of historical sign kiosks alongside state highways and at various rest areas throughout Colorado, hereinafter referred to as the work; and

WHEREAS, the Local Agency has submitted initial design data (D.O.H. Form 463), dated December 22, 1994, to the State setting forth therein preliminary details, information and estimates of cost of this work, which data has been approved by the State; and

WHEREAS, the matching ratio for this Federal-aid project is 80% Federal-aid funds to 20% Local Agency funds, it being understood that such ratio applies only to such costs as are eligible for Federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%; and

WHEREAS, the Local Agency has estimated the total cost of the work and is prepared to provide its share of the cost as evidenced by appropriate verification, a copy of which is attached hereto; and

WHEREAS, this contract is executed by the State under authority of Sections 24-92-101, et seq., 29-1-203, 43-1-110, 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S., as amended; and

WHEREAS, the parties hereto desire to agree upon the division of responsibilities with regard to this project; and

WHEREAS, the Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily complete portions of the work; and

WHEREAS, the State certifies that such work can be more advantageously performed by the Local Agency.

NOW, THEREFORE, it is hereby agreed that:

I. STATE COMMITMENTS

- A. The State will provide liaison with the Local Agency through the State's Enhancement Project Coordinator, Al Veinberg, located at Staff Design, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400, 303-757-9378. Said

Enhancement Project Coordinator will also be responsible for coordinating the State's activities under this contract. Said Manager will also issue a "Notice to Proceed" to the Local Agency for commencement of the work.

B. The State will administer the Local Agency and Federal-aid funds for this project in accordance with the following provisions. All funds expended by the State for the performance of any work under this contract or relative to the administration of this contract shall be charged to this project.

1. Costs incurred by the Local Agency

The State will reimburse the Local Agency for the Federal-aid share of the project charges following the State's review and approval of such charges. Charges incurred by the Local Agency prior to the date of FHWA authorization for the project will not be charged to the project. Any eligible project charges incurred by the Local Agency on or after the date of this contract will be reimbursed by the State subject to the limitations described herein.

2. Costs incurred by the State

The State will prepare monthly estimates of incurred costs relative to the project. The State's monthly billings for the Local Agency share will be based on actual costs. As funds are expended during the course of the work, the State will bill the Local Agency monthly for the Local Agency share of such expenditures. Upon completion of the work to be performed under this contract and acceptance thereof by the State, FHWA and the Local Agency; the State will submit a final recapitulation of the project costs to the Local Agency and a final billing for the balance due of its share of participating costs plus all non-participating costs.

- C. The State will provide the preliminary engineering for the work, including final design, preparation of construction plans, specifications, and estimates. The State will afford the Local Agency ample opportunity to review and approve the construction plans, special provisions, and estimates and said plans shall be considered final when approved and accepted by the parties hereto. The final plans are incorporated herein by this reference.
- D. In the event all or part of the construction work is to be contracted, the State will establish appropriate Disadvantaged Business Enterprise (DBE) goals for the construction contract(s) and the State in conjunction with the Local Agency will advertise the call for bids, and upon concurrence by the Local Agency, award the construction contract(s) to the lowest responsible bidder(s). The State will administer the construction work in accordance with the Construction Contract Administration Checklist, as amended. The preliminary check list is attached hereto and made a part hereof.
- E. The State will perform a final project inspection prior to project acceptance as a Quality Control activity. When all project work has been satisfactorily completed, the State will sign the FHWA form 1446C.

II. LOCAL AGENCY COMMITMENTS

- A. The Local Agency will comply with the applicable provisions of the State's approved Action Plan, including all Federal directives contained therein by reference.
- B. The Local agency will furnish preliminary design drawings of the sign kiosks to the State for final design by the State.
- C. The Local Agency has the option to accept or reject the proposal of the low bidder for work on which competitive bids have been received. The Local Agency must declare

the acceptance or rejection at the award conference or within 3 working days after said bids are publicly opened, whichever occurs later. Following award of the construction contract(s), no further revisions in design data or cost estimate shall be made except by agreement in writing between the parties. By indicating its concurrence in such award at the award conference, the Local Agency acting by or through its duly authorized representatives, agrees to provide additional funds if required to complete the work under this project if no additional Federal-aid funds will be made available for the project.

- D. The Local Agency will be responsible to perform acquisition and relocation assistance for the project, as required by Section 24-56-101, et seq., C.R.S. However, if the State determines that such performance by the Local Agency will jeopardize or is jeopardizing distribution of federal assistance funds, or that action by the State is necessary to comply with federal policy or procedures, then the State, in its discretion, may perform the acquisition and relocation assistance itself or may supervise and direct the Local Agency in the performance of such acquisition and assistance. Prior to taking such action, the State will provide written notice to the Local Agency of the basis of such determination or action and will meet with the Local Agency to discuss possible remedial measures. Prior to commencement of construction of this project, the Local Agency will certify in writing to the State that all right of way has been acquired in accordance with the applicable State and Federal regulations, or that no additional right of way is required.
- E. The Local Agency will be responsible for obtaining the proper clearance or approval from any utility company which may become involved in this project, by separate agreement between the Local Agency and the utility, if

- necessary. Prior to commencement of construction of this project, the Local Agency will certify in writing to the State that all such clearances have been obtained.
- F. The Local Agency will prepare and submit to the State monthly charges for costs incurred relative to the project. The Local Agency will prepare project charges in accordance with the State's standard policies, procedures, and standardized billing format attached hereto and made a part hereof. Charges incurred by the Local Agency prior to the date of FHWA authorization of the project will not be charged to the project.
- G. The Local Agency shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available for inspection at all reasonable times during the contract period and for 3 years from the date of final payment to the Local Agency. Copies of such records shall be furnished by the Local Agency if requested.
- H. The Local Agency will maintain the sign kiosks constructed under this contract, at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA, and will make ample provision for such maintenance each year. Such maintenance shall be in accordance with all applicable statutes and ordinances, and regulations promulgated thereunder, which define the Local Agency's obligation to maintain such improvements. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.
- I. The Local Agency represents and warrants that it has taken all actions that are necessary or required by internal procedures and bylaws, and applicable law, to properly authorize the undersigned signatory for the Local Agency to lawfully execute this contract on behalf of the Local Agency and to bind the Local Agency to its terms.

III. GENERAL PROVISIONS

A. The Local Agency has estimated the total cost of the design, assembly, and installation of the historical sign kiosks alongside state highways and at various rest areas throughout Colorado, hereinafter referred to as the work, to be \$159,526 which is to be funded as follows:

| | |
|---|-----------|
| a. Federal participating funds (80% of \$159,526) | \$127,621 |
| b. Local Agency participating funds (20% of \$159,526) | \$ 31,905 |

Total Funds \$159,526

B. The matching ratio for this Federal-aid project is 80% Federal-aid funds to 20% Local Agency funds, it being understood that such ratio applies only to such costs as are eligible for Federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. The performance of the work shall be at no cost to the State. If the total actual cost of performance of the work exceeds \$159,526, and additional Federal funds are made available for the project, the Local Agency shall pay 20% of all such costs eligible for Federal participation and 100% of all non-participating costs. If the total actual cost of performance of the work is less than \$159,526, then the amounts of Local Agency and Federal-aid funds will be decreased in accordance with the funding ratio described herein.

C. The maximum amount payable to the Local Agency under this contract shall be \$18,000 (estimated federal share of costs to be incurred by Local Agency for preliminary engineering) unless such amount is increased by a written supplemental contract.

D. It is understood and agreed by the parties hereto that the total cost of the work stated hereinbefore is the best estimate available based on the design data as

approved at the time of execution of this contract, and that such cost is subject to revisions agreeable to the parties.

E. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from Federal and Local Agency sources. Should these sources, either Federal or Local Agency, fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party. Any party terminating its interest and obligations herein shall not be relieved of any financial obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

F. In the event that all or part of the work is to be accomplished by force account rather than contract, the Local Agency will insure that all work is accomplished in accordance with the pertinent State specifications as well as FAPG, Title 23, Chapter I, Sub-chapter B, Part 635, Sub-part B, Force Account Construction. Work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency, the State and the FHWA in advance of the work, as provided for in FAPG, Title 23, Chapter I, Sub-chapter B, Part 635, Sub-part B, Section 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the work to be performed. It may be agreed to participate in the work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with Federal Procurement Regulations Part 1-15. Rental rates for publicly owned equipment will be determined in accordance with Section 109.04 of the State's "Standard Specifications for Road and Bridge Construction". All force account work shall have prior

approval of the FHWA and shall not be initiated until the State has issued a written notice to proceed. The Local Agency shall, during all phases of the work, permit duly authorized agents and employees of the State and the FHWA to inspect the project and to inspect, review and audit the project records.

- G. The State shall have the authority to suspend the construction of the work wholly or in part due to the failure of the State's construction contractor to correct Project conditions which are unsafe for the workmen or for the traveling public, or for failure to carry out provisions of this contract or the construction contract, or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the work, or for any other condition or reason deemed by the State to be in the public interest.
- H. The term of this contract, except for the provisions regarding maintenance, shall continue through the completion and final acceptance of this project by the State, FHWA and Local Agency. The covenants with regard to maintenance of the improvements constructed under this contract shall remain in effect in perpetuity or until such time as the Local Agency is, by law or otherwise, relieved of such responsibility.
- I. During the performance of all work under this contract, the parties hereto agree to comply with Title VI, of the Civil Rights Act of 1964, the salient points of which are shown in the Non-Discrimination Provisions attached hereto and made a part hereof.
- J. The Special Provisions and Appendix B attached hereto are hereby made a part of this contract.
- K. This contract shall inure to the benefit of and be binding upon the parties, their successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

ATTEST:

STATE OF COLORADO
ROY ROMER, GOVERNOR

By Robert B. Mauro
Chief Clerk

By James E. Siebel
for Executive Director
DEPARTMENT OF TRANSPORTATION

APPROVED:

CLIFFORD W. HALL
State Controller

By Manuel Flores

ATTEST:

COLORADO HISTORICAL SOCIETY

By _____

By James Edward Herman

Title _____

Title President

Federal Employer Identification

Number: 840644739