Agenda Item Submittal

Department Responsible for Item*	Administration
Completion Deadline*	(This is the LAST possible date that you need the package back to your office.) 09/26/2014
Desired Agenda Date*	9/23/2014
Amount of Time Requested*	Consent
Action Requested	(Please select one or select "Other" and enter in field below.) Board of County Commissioners' Signature
Parties to the Agreement	
Term Begins	
Term Ends	
Grant Contract Number	
Agenda Item*	(50 Character Limit) – Example: Services Contract – ABC LLC. DOLA Grant Amendment; EIAF-7071 Use ONLY letters, numbers and hyphens
Summary*	This is relative to the Courthouse Construction Project. Attached is the amended contract for the EIAF-7071 design grant. This modification will extend the term of the grant to 1/31/16, which will mirror the EIAF-7317 construction grant. It also serves to update the work description and increase the total design budget by $97,800.
Fiscal Impact	$97,800
Comments to Reviewers	(Enter any comments you would like for the review committee.) This grant is set to term on 9/30/14, so we need to turn this around quickly!
Submitted By*	Katherine Haase
Submitter's email address*	khaase@gunnisoncounty.org
Upload any supporting Documents	(Please upload any necessary supporting documents.)
Warning:	Before you submit an item for the contract routing process, please obtain signatures from the other party, so that the Board and/or County Manager can sign and execute the document.

Powered by Laserfiche Forms

September 15, 2014

Attached you will find your contract amendment for the Energy Impact Assistance Fund. If the contract amendment is satisfactory as written, please send **three signed** copies of each contract, signed and dated by an authorized signator, (**original signatures**). **Please note that an authorized signator is a County Chief Elected Official, City/Town Mayor, or District Board President. If any other individual should have authorization to sign contracts, please provide a letter from the Chief Elected Official approving the authority to sign.**

Please be sure that you submit 3 copies of the entire contract and not just the signature page. An attesting signature and seal is not required.

Please send the **three signed** copies of the contract to:

Department of Local Affairs
ATTENTION: Diane Von Dollen
1313 Sherman Street, Room 521
Denver, CO 80203

If you have any questions, please call Elyse Ackerman at (970) 248-7333, or me at (303) 864-7731.

Sincerely,

Beth Lipscomb
Contracts Specialist
Department of Local Affairs

Enclosures

Cc: Elyse Ackerman, DOLA Regional Manager

MEMORANDUM

TO: Diane Von Dollen

THROUGH: Matthew Birnie, Administrator, Gunnison County

FROM: Beth Lipscomb

DATE: September 15, 2014

RE: Contract Amendment Approvals

FOR FINAL APPROVAL ROUTING (3 COPIES ENCLOSED):

RE: EIAF 7071 - Gunnison County Courthouse Adaptive Re-use & Renovation CA#2

__√__ Contractor's Federal I.D.# on file with Accounting

_____ Form sent to Contractor to complete

Elyse Ackerman, DOLA Regional Manager

CONTRACT AMENDMENT

Amendment #: 2	**Encumbrance #: F13S7071**
Original Contract CMS or CLIN #: 54841, 70817	**Amendment CMS #: 73181**

1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between **GUNNISON COUNTY** (hereinafter called "Grantee" or "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Local Affairs, Division of Local Governments, (hereinafter called the "DOLA").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Parties entered into the Contract for architectural design for the adaptive re-use and renovation of the Gunnison County Courthouse. Grantee reports that the collapse of the 1881 portion of the building, in March 2014, and the resulting additional design work and rework have resulted in increased costs both in the design and engineering portion of the Project (EIAF 7071) and the construction of the Project (EIAF 7317). Grantee requests changes to the Work Description to reflect the changes caused by the building collapse, changes to the Project Budget to reflect the increased design and engineering costs, and alignment of the termination date of this grant agreement with that of the construction grant agreement. The Parties agree that these requests are needed and appropriate to ensure proper completion of the Project. This amendment amends the Description of Work, modifies the Project Budget and extends the time of performance as requested.

4) CONSIDERATION - COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

a. Grant Agreement, Cover Page, Project Information is modified by deleting the Performance Period: End Date:

"Performance Period:	Start Date: _____	End Date: 09/30/14"

and inserting the following in lieu thereof:

"Performance Period:	Start Date: _____	End Date: 01/31/16"

b. Grant Agreement, Section 5, Term
Subsection A, Initial Term-Work Commencement is modified by deleting the subsection:

"Unless otherwise permitted in **§2** above, the Parties' respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **September 30, 2014** unless sooner terminated or further extended as specified elsewhere herein."

and inserting the following in lieu thereof:

"Unless otherwise permitted in **§2** above, the Parties' respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **January 31, 2016** unless sooner terminated or further extended as specified elsewhere herein."

c. Exhibit B, Section 2, Description of the Project(s) and Work
Subsection 2.2, Work Description is modified by deleting the current section in its entirety:

"**2.2. Work Description.** Gunnison County (Grantee) will complete architectural design for the adaptive reuse and renovation of approximately 41,000 square feet at the Gunnison County Courthouse. The redesigned courthouse will provide additional courtroom space, increase security, improve ADA access, and improve public access to other county services housed at the Courthouse. The Courthouse is located in Gunnison, CO. The architectural design process will finalize plans and help determine the portion of the current facility to be renovated, and determine if demolition and reconstruction are necessary for any portion of the facility."

and inserting the following in lieu thereof:

"**2.2. Work Description.** Gunnison County (Grantee) will complete architectural design an approximately 40,740 square foot Courthouse facility in Gunnison County. The new courthouse will provide additional courtroom space, increase security, improve ADA access, and improve public access to other county services housed at the Courthouse. The Courthouse is located in Gunnison, CO."

d. Exhibit B, Section 6, Funding
Subsection 6.2, Project Budget is modified by deleting the current budget table in its entirety:

"Project Budget Line Items	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Architectural/Engineering Services	$1,200,000	$175,000	$1,025,000	Grantee
Total	**$1,200,000**	**$175,000**	**$1,025,000"**	

and inserting the following in lieu thereof:

"Project Budget Line Items	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Architectural/Engineering Services	$1,297,800	$175,000	$1,122,800	Grantee
Total	**$1,297,800**	**$175,000**	**$1,122,800"**	

e. Exhibit E, Project Performance Plan is modified by deleting the Third Milestone:

"Complete Project by: September 30, 2014	Grantee shall ensure work is complete and any excess funds are ready to be released.	Review quarterly reports, on-site monitoring, and final report. Place documentation in project file.	**ACHIEVED: MM/DD/20YY"**

and inserting the following in lieu thereof:

"Complete Project by: January 31, 2016	Grantee shall ensure work is complete and any excess funds are ready to be released.	Review past quarterly reports, conduct on-site monitoring, and review final report.	**ACHIEVED:** **MM/DD/20YY"**

f. Exhibit E, Project Performance Plan is modified by deleting the Fourth Milestone:

"Grantee will submit **quarterly progress reports**, which includes: Project Performance Plan accomplishments and a Financial Summary Report for: 2nd Quarter 2013 3rd Quarter 2013 4th Quarter 2013 1st Quarter 2014 2nd Quarter 2014 3rd Quarter 2014 (30 calendar days after each quarter) by: July 30, 2013 October 30, 2013 January 30, 2014 April 30, 2014 July 30, 2014 October 30, 2014	Grantee will monitor work performed under the Scope of Project.	Review documents and provide follow up technical assistance as necessary.	**ACHIEVED:** **MM/DD/20YY** **ACHIEVED:** **MM/DD/20YY** **ACHIEVED:** **MM/DD/20YY** **ACHIEVED:** **MM/DD/20YY"**

and inserting the following in lieu thereof:

"Grantee will submit **quarterly progress reports**, which includes: Project Performance Plan accomplishments and a Financial Summary Report for: 2nd Quarter 2013 3rd Quarter 2013 4th Quarter 2013 1st Quarter 2014 2nd Quarter 2014 3rd Quarter 2014 4th Quarter 2014 1st Quarter 2015 2nd Quarter 2015 3rd Quarter 2015 4th Quarter 2015 1st Quarter 2016 (30 calendar days after each quarter) by: July 30, 2013 October 30, 2013 January 30, 2014 April 30, 2014 July 30, 2014 October 30, 2014 January 30, 2015 April 30, 2015 July 30, 2015 October 30, 2015 January 30, 2016 April 30, 2016	Grantee will monitor work performed under the Scope of Project.	Review documents and provide follow up technical assistance as necessary.	**ACHIEVED:** **MM/DD/20YY** **ACHIEVED:** **MM/DD/20YY** **ACHIEVED:** **MM/DD/20YY** **ACHIEVED:** **MM/DD/20YY"**

g. Exhibit E, Project Performance Plan is modified by deleting the Fifth Milestone:

"Submit, at a minimum **quarterly** basis, **pay requests** and supporting documentation of expenses by: July 30, 2013 October 30, 2013 January 30, 2014 April 30, 2014 July 30, 2014 October 30, 2014	Grantee shall ensure that no costs were encumbered prior to Grant Amendment execution. Grantee shall submit a "zero payment" request when no costs were encumbered during any quarter.	Review backup documentation prior to approving pay request.	**ACHIEVED: MM/DD/20YY"**

and inserting the following in lieu thereof:

"Submit, at a minimum **quarterly** basis, **pay requests** and supporting documentation of expenses by: July 30, 2013 October 30, 2013 January 30, 2014 April 30, 2014 July 30, 2014 October 30, 2014 January 30, 2015 April 30, 2015 July 30, 2015 October 30, 2015 January 30, 2016 April 30, 2016	Grantee shall ensure that no costs were encumbered prior to Grant Amendment execution. Grantee shall submit a "zero payment" request when no costs were encumbered during any quarter.	Review backup documentation prior to approving pay request.	**ACHIEVED: MM/DD/20YY"**

h. Exhibit E, Project Performance Plan is modified by deleting the Sixth Milestone:

"Submit the **Project Final Report** to DLG within 90 days after the Project Completion or expiration of Grant Agreement by: December 29, 2014	Grantee will report on work performed and beneficiaries served.	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. If needed, respond to a request for training within 10 days. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	**ACHIEVED: MM/DD/20YY"**

and inserting the following in lieu thereof:

"Submit the **Project Final Report** to DLG within 90 days after the Project Completion or expiration of Grant Agreement by: May 1, 2016	Grantee will report on work performed and beneficiaries served.	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. If needed, respond to a request for training within 10 days. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	**ACHIEVED: MM/DD/20YY"**

7) START DATE

This Amendment shall take effect on the later of its Effective Date or September 20, 2014.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

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THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

* **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 GUNNISON COUNTY	STATE OF COLORADO John W. Hickenlooper, GOVERNOR
By:_____ Name of Authorized Individual	DEPARTMENT OF LOCAL AFFAIRS
Title:_____ Official Title of Authorized Individual	By:_____ Reeves Brown, Executive Director
_____ *Signature	Date:_____
Date:_____	PRE-APPROVED FORM CONTRACT REVIEWER
	By:_____ Bret Hillberry, State Grants Program Manager
	Date:_____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires 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 performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA

By:_____

Barbara M. Casey, Controller Delegate

Date:_____