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.) 09/30/2014
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 7317 Use ONLY letters, numbers and hyphens
Summary*	This is relative to the Courthouse Construction Project. Attached is the amended contract for the EIAF-7317 construction grant. This modification will update the project and work descriptions. It also updates the construction budget with an increase of $1,345,292.
Fiscal Impact	$1,345,292
Comments to Reviewers	(Enter any comments you would like for the review committee.) This needs to be returned to the State ASAP, so please process this as quickly as possible.
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.

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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 7317 - Gunnison County Courthouse CA#1

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

_____ Form sent to Contractor to complete

Elyse Ackerman, DOLA Regional Manager

CONTRACT AMENDMENT

Amendment #: 1	**Encumbrance #: F14S7317**
Original Contract CMS or CLIN #: 64914	**Amendment CMS #: 73183**

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 renovating a portion of, and constructing a new addition to, 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 Project Description and Work Description to reflect the changes caused by the building collapse, and changes to the Project Budget to reflect the increased construction costs. Grantee will increase its contribution by $1,345,292 to cover the increased construction costs. The Parties agree that these requests are needed and appropriate to ensure proper completion of the Project. This amendment amends the Project Description and Work Description, and modifies the Project Budget.

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
Brief Description of Project / Assistance is modified by deleting the current section in its entirety:

"The Project consists of renovating a portion of, and constructing a new addition to, the Gunnison County Courthouse."

and inserting the following in lieu thereof:

"The Project consists of constructing a new Gunnison County Courthouse."

b. Exhibit B, Section 2, Description of the Project(s) and Work
Subsection 2.1, Project Description is modified by deleting the current section in its entirety:

"**2.1 Project Description.** The Project consists of renovating a portion of, and constructing a new addition to, the Gunnison County Courthouse."

and inserting the following in lieu thereof:

"**2.1 Project Description.** The Project consists of constructing a new Gunnison County Courthouse."

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 construct a new courthouse with related landscaping and parking, at 200 E. Virginia, located within the City of Gunnison, on the existing County Courthouse site. The old facility, except for the original circa 1881 portion, will be demolished. The new facility will be two levels, two wings surrounding the old structure, and 41,200 square feet, with about 68% of that space utilized by the Courts, and 32% utilized by County Administration, County Attorney, Juvenile Services and the Board of County Commissioners. Grantee will own the improvements and, in accordance with §9 below, a contractor will be hired to complete the Work."

and inserting the following in lieu thereof:

"**2.2 Work Description.** Gunnison County (Grantee) will construct a new courthouse with related landscaping and parking, at 200 E. Virginia, located within the City of Gunnison, on the existing County Courthouse site. The new facility will be two levels with two wings that surround a replacement of the original 1881 structure. The new building will be 40,740 square feet, with about 68% of that space utilized by the Courts, and 32% utilized by County Administration, County Attorney, Juvenile Services and the Board of County Commissioners. Grantee will own the improvements and, in accordance with §9 below, a contractor will be hired to complete the Work."

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

"Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Building or Facility Construction	$12,718,641	$1,000,000	$11,718,641	Grantee
Total	**$12,718,641**	**$1,000,000**	**$11,718,641"**	

and inserting the following in lieu thereof:

"Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Building or Facility Construction	$14,063,933	$1,000,000	$13,063,933	Grantee
Total	**$14,063,933**	**$1,000,000**	**$13,063,933"**	

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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:_____