AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Consent 03 - Contract Amendment #2014-02-026A; History Colorado, the Colorado Historical Society; Foundation Stabilization and Electrical Upgrades of Ohio City Town Hall; 4/18/14 thru 4/18/16

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and Colorado Historical Society

Term Begins: **Term Ends:** **Grant Contract #:** 2014-02-026

Summary:
This is an Amendment to the SHF Contract for the Ohio City Town Hall project. This Amendment reflects adjustments to budget line items. The initial budget total for both the grant funds and county cash match remains the same.

Fiscal Impact: 0 - Budget total for grant funds and county cash match remains the same.

Submitted by: Office of the County Attorney **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

This Amendment is to revise the grant contract budget between line items, net effect is zero. No other terms in the contract have changed.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/6/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 2/5/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 2/10/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 2/17/2015 Follow Up Agenda Date:

Revised April 2013

HISTORY Colorado

RECEIVED
JAN 26 2015
COUNTY ATTORNEY

January 20, 2015

Ms. Rachel Magruder
Paralegal, Gunnison Co. Attorney's Office
Gunnison County, dba Gunnison Board County Commissioners
200 East Virginia Avenue
Gunnison, CO 81230

RE: Project #2014-02-026
Foundation Stabilization and Electrical Upgrades of Ohio City Town Hall
Contract Period: 4/18/2014 to 4/18/2016

Dear Ms. Magruder:

Enclosed are three (3) copies of the Amended Contract for the above project. Read the Amended Contract carefully and call if you have any questions. **Please review the enclosed instructions (green sheet) prior to signing the contracts.**

Return the original three (3) copies of the Amended Contract to our office as soon as possible, but no later than **February 26, 2015**. Amended Contracts received after this date will be void. Be certain that each original copy of the contract amendment contains the following:

1. Original signature(s) for each party
2. Date(s) below signatures have been entered
3. Name of the signer(s) printed
4. Title of the signer(s) printed

Blank lines on the signature page will result in contracts being sent back for completion. When the Amended Contract has been fully executed an original signature copy will be sent to you for your files.

If you would like technical information or assistance regarding your project, please contact your SHF Historic Preservation Specialist Heather Bailey at (303) 866-5076. If you have administrative or contractual questions, please contact Grant Staff: Contracts Officer, Susan Frawley at (303) 866-3043 or Contract Specialist, Anthony Bui at (303) 866-2961.

Sincerely,

Susan Frawley

Susan Frawley
Contracts Officer

AB:

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Approval/Cover letter for amending contracts requesting signatures

PLEASE REVIEW BEFORE SIGNING CONTRACTS

⊘ **DO NOT unstaple or separate** the contract. **(ORIGINAL 3 CONTRACTS MUST BE RETURNED)**

⊘ **DO NOT change, alter, or remove** any part of the contract. This includes the SHF Payment Request form attached to the contract. Use the loose form to complete and return for an advance payment.

⊘ **DO NOT fill in** the "date made" or "Encumbrance Number" on the first page of the contract.

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, ……

…subsequent payment of this Contract under Encumbrance Number _____in Fund Number 401…

Obtain signatures and complete the requested information for the Contractor (grant recipient) on each copy of the contract. **Lines A, B, & C must be filled in, they can not be left blank. (See example below)** Blank lines will result in contracts being sent back for completion and could lead to delays in starting your project.

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)

Pikes Peak Library District
Legal Name of Contracting Entity

A *James J. Smith*
*Signature of Authorized Officer

B *July 30, 2012*
Date

C *James G Smith*
Print Name of Authorized Officer

Director
Print Title of Authorized Officer

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR

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
Susan Frawley, 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:_____
Joseph Bell
CHS, Vice President Finance, Facilities & Regional Museums

Date:_____

Revised, December 5, 2011
H:\Contracts Unit - Reference Documents\Placing Under Contract\Sample Signature Page GR.doc
Approval/ Contract D

Page 1 of 1

✓ **A** Obtain the signature of the appropriate authorized officer. Be sure that the person signing the contract has the authority to enter into a contract on behalf of the grant recipient.

✓ **B** Write in the date the contract was signed by the appropriate authorized officer.

✓ **C** Print the name and title of the above signature.

Form 6-AC-02A (R5/91)

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

CONTRACT AMENDMENT #2014-02-026 A

THIS AMENDMENT, 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 **Gunnison County, dba Gunnison Board County Commissioners, 200 East Virginia Avenue, Gunnison, Colorado 81230**, hereinafter referred to as the Contractor,

FACTUAL RECITALS

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; and

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

The Parties entered into a contract dated April 8, 2014, (the "Original Contract"), for SHF Project #2014-02-026, wherein the Contractor agreed to undertake the performance of certain work and services in consideration for which the State agreed to make certain payments; and

The Project Budget is revised as adjustments of budget expenditure amounts exceeded 25% on multiple task line budgets; and

The State and the Contractor both wish to bring the project to completion in order to fulfill the objectives of the Original Contract.

NOW THEREFORE, it is hereby agreed that:

1. Consideration for this amendment to the original contract, C.E. Number CTGG1 2015000040, Contract Routing Number N/A Approved Waiver Form, dated April 8, 2014, consists of the payments which shall be made pursuant to this amendment and the promises and agreements herein set forth.

2. It is expressly agreed by the parties that this Amendment is supplemental to the original contract, as amended Number #2014-02-026, dated April 8, 2014, referred to as the "original contract," which is, by this reference incorporated herein, that all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this amendment as though they were expressly rewritten, incorporated, and included herein.

3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:

   a. Provision #7 of the original contact, ACCOUNTING, the Project Budget tasks are revised as reflected in the attached Revised Exhibit B.

4. The effective date of this amendment is upon approval of the State Controller or March 6, 2015, whichever is later.

5. 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 Original Contract, the provisions of this Amendment, shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or amendments. The representations in the Special Provisions concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.

6. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first above written.

*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)

Gunnison County, dba Gunnison Board County Commissioners
Legal Name of Contracting Entity

*Signature of Authorized Officer

Date

Print Name of Authorized Officer

Print Title of Authorized Officer

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR

BY: _____
Executive Director or Designee

Edward C. Nichols, President

History Colorado

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
Susan Frawley, 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
Robert Jaros, CPA, MBA, JD

BY:_____
Joseph Bell
CHS, Vice President Finance, Facilities & Regional Museums

Date:_____

Revised September 26, 2013
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Approval/Contract Amendment/Time Extension Only

Gunnison County, dba Gunnison Board County Commissioners
Foundation Stabilization and Electrical Upgrades of Ohio City Town Hall
Project #: 2014-02-026

Exhibit B
Revised 1/16/15

PROJECT BUDGET

TASK	AMOUNT
A. Foundation Stabilization	$56,400
B. Electrical System	$31,170
C. Interior Stabilization	$25,615
E. Professional Services	
1. Archaeological Monitoring Services	$6,488
2. Architectural/Engineering Construction Administration	$6,010
D. General Conditions	$21,561
1. Contractor Overhead & Profit	
2. General Conditions	
3. Permits & Inspections	
Project Subtotal **	**$147,244**
Contingency ‡	*$12,022*
PROJECT TOTAL	**$159,266**
Grant Award (75%)	**$119,450**
Cash Match (25%)	**$ 39,816**

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

** Grant payments will be based off ***Project Subtotal*** amount. Total payments will be Grant Award percentage of ***Project Subtotal*** up to a maximum of the Grant Award Amount.

‡: Contingency - Must receive written approval from SHF Staff prior to use.

H:\Contracts\2014\1402026 Exhibit B revised 1.16.15.docx