AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Ratification of Chairperson Signature; Contract Amendment #1, EIAF 7071 - Gunnison County Courthouse Adaptive Re-use & Renovation; Department of Local Affairs, Division of Local Governments; Extend Termination Date to 9/30/14

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
Attached is the amended DOLA grant contract related to the Courthouse Construction Project for architectural design. This contract will extend the termination date from 6/30/14 to 9/30/14, which was requested as a result of unavoidable project developments (partial collapse of structure). This extension will not alter the total amount of the grant ($175,000).

Fiscal Impact: No change

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

This amendment is to extend the term of the contract. There are no changes in the award or match.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/26/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 6/24/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 6/26/2014

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

Agenda Date: 7/1/2014 Follow Up Agenda Date:

Revised April 2013

June 23, 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: June 23, 2014

RE: Contract Amendment Approvals

FOR FINAL APPROVAL ROUTING (3 COPIES ENCLOSED):

RE: EIAF 7071 - Gunnison County Courthouse Adaptive Re-use & Renovation 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 #: F13S7071**
Original Contract CMS or CLIN #: 54841	**Amendment CMS #: 70817**

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. The Project is delayed due to collapse of part of the building in March 2014, requiring some design changes and rework. The Parties agree that a contract extension is needed and appropriate. This amendment extends the time of performance as requested. In addition, this amendment corrects the retainage amount consistent with State statute.

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. If applicable, such Special Provisions are attached hereto and incorporated by reference herein as **Exhibit Insert Exhibit # or letter**.

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: 06/30/14"

and inserting the following in lieu thereof:

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

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 **June 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 **September 30, 2014** unless sooner terminated or further extended as specified elsewhere herein."

c. Exhibit B, Section 7, Payment
Subsection 7.1, Payment Schedule is modified by deleting the Payment Schedule Table:

"Payment	Amount	
Interim Payment(s)	$157,500	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$17,500	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	~~**$175,500"**~~ $175,000	

and inserting the following in lieu thereof:

"Payment	Amount	
Interim Payment(s)	$166,250	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$8,750	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$175,000"**	

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

"Complete Project by: June 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: September 30, 2014	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"**

e. **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 (20 calendar days after each quarter) by: July 20, 2013 October 20, 2013 January 20, 2014 April 20, 2014 July 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 (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"**

f. **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 20, 2013 October 20, 2013 January 20, 2014 April 20, 2014 July 20, 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	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"**

g. **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: September 28, 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: 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"**

7) START DATE

This Amendment shall take effect on the later of its Effective Date or June 30, 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: Paula Swenson Name of Authorized Individual	DEPARTMENT OF LOCAL AFFAIRS
Title: BOCC Chairperson Official Title of Authorized Individual	By: _____ Reeves Brown, Executive Director
Paula Swenson *Signature	Date: _____
Date: 6/24/2014	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: _____