# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Ratification of Chairperson's Signature; Grant Agr

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

Additional awarded funding for asbestos mitigation at FSC

**Fiscal Impact:**

**Submitted by:** John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:
No concerns

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/11/2018

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

Comments:
ok db 4/12/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 4/12/2018 Certificate of Insurance Required

Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 4/13/2018

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 4/17/2018

*Revised April 2015*

# GRANT AGREEMENT AMENDMENT #1

## SIGNATURE AND COVER PAGE

| | | |
|---|---|---|
| **State Agency**<br>Department of Local Affairs | **Encumbrance Number**<br>F17S8312 | **Amendment CMS Number**<br>109105 |
| **Grantee**<br>**GUNNISON COUNTY** | **Previous CMS #(s)**<br>102348 | |
| **Project Number and Name**<br>EIAF 8312 – Gunnison County Family Services Building Remodel | **Grant Amount**<br>Initial Award: $478,307.00<br>Contract Amendment #1: $93,092.00<br>**Total Grant Amount: $571,399.00** | |
| **DOLA Regional Manager**<br>Kimberly Bullen, (970) 248-7333, (kimberly.bullen@state.co.us) | | |
| **DOLA Regional Assistant**<br>Leah Smith, (970) 248-7313, (leah.smith@state.co.us) | **Grant Agreement Performance Start Date**<br>08/07/17 | **Current Grant Agreement Expiration Date**<br>12/31/18 |

## THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

| | |
|---|---|
| **GRANTEE**<br>GUNNISON COUNTY<br><br>Phil Chamberland<br>By: Name of Authorized Individual (print)<br>Chairperson<br>Title: Official Title of Authorized Individual (print)<br>Phil Chamberland<br>*Signature<br>Date: 4/11/18 | **STATE OF COLORADO**<br>John W. Hickenlooper, Governor<br>DEPARTMENT OF LOCAL AFFAIRS<br>Irv Halter, Executive Director<br><br>By: Irv Halter, Executive Director<br>Date: _____<br><br>**PRE-APPROVED FORM REVIEWER**<br>By: _____<br>Tara Tubb, EIAF Program Manager<br>Date: _____ |

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**
**Robert Jaros, CPA, MBA, JD**

By: _____
Yingtse Cha, Controller Delegate

Amendment Effective Date: _____

## 1. PARTIES

This Amendment (the "Amendment") to the Original Grant Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Grantee, and the State.

## 2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

## 3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or **APRIL 15, 2018**, whichever is later and shall terminate on the termination of the Agreement.

## 4. PURPOSE

The Project consists of remodeling the Family Services Center in Gunnison County. While performing the Work, Grantee encountered asbestos issues with the building, that they believed had been remediated years ago, and has requested supplemental funding, a time extension, and scope expansion to properly remediate the asbestos. **This Amendment awards supplemental funding in the amount of $93,092 to the Project, extends the time of performance to 12/31/18, and modifies the scope of the Project to include the asbestos remediation.**

## 5. MODIFICATIONS

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

**a. Grant Agreement, Cover Page, Award Amount** is modified by deleting the current amount and inserting the following in lieu thereof:

| |
|---|
| "Award Amount: $571,399.00" |

**b. Grant Agreement, Cover Page, Project Information** is modified by deleting the Performance Period: End Date and inserting the following in lieu thereof:

| | |
|---|---|
| "Performance Period: | End Date: 12/31/18" |

**c. Grant Agreement, Section 5, Term**

**Subsection A, Initial Term-Work Commencement** is modified by deleting the subsection 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 **December 31, 2018** unless sooner terminated or further extended as specified elsewhere herein."

**d. Grant Agreement, Section 2, Description of the Project(s) and Work**

**Section 2.2, Work Description** is modified by deleting the 2nd sentence and inserting the following in lieu thereof:

"The remodeling of the approximately 11,600 square foot facility shall include: limited structural changes, the removal and replacement of interior partition walls, asbestos remediation/abatement, installation of built-in workstation counters, doors and door controls, interior finishes, and necessary electrical and HVAC to accommodate the new layout."

**e. Grant Agreement, Section 2, Description of the Project(s) and Work**

**Section 2.5, Eligible Expenses** is modified by deleting the section and inserting the following in lieu thereof:

"Eligible expenses shall include: professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, attorney's fees, labor and materials costs, bond and insurance costs, bid advertisements, asbestos remediation/abatement costs, and purchase and erection of pre-engineered additions. The Grantee will pay for costs associated with the temporary workspaces."

**f. Grant Agreement, Section 7, Payments to Grantee**

**Section 7.A, Maximum Amount** is modified by deleting the current language in its entirety and inserting the following in lieu thereof:

"The maximum amount payable under this Grant to Grantee by the State is **$571,399.00 (FIVE HUNDRED SEVENTY ONE THOUSAND THREE HUNDRED NINETY NINE and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**."

**g. Exhibit B, Section 4, Deliverables**

**Subsection 4.3, Performance Measures** is modified by deleting the table and inserting the following in lieu thereof:

| "**Milestone/Performance Measure/Grantee will:** | **By:** |
|---|---|
| Award and finalize subcontract(s) and/or sub-grant(s). | August 31, 2017 |
| Provide DOLA with Project Timeline | September 1, 2017 |
| Begin work/Contractor mobilization. | September 30, 2017 |
| Submit Quarterly Pay Requests | **See §4.5.2 below** |
| Submit Quarterly Status Reports | **See §4.5.2 below** |
| Submit Project Final Report | March 31, 2019" |

**h. Exhibit B, Section 4, Deliverables**
**Subsection 4.5.2, Specific Submittal Dates** is modified by deleting the table and inserting the following in lieu thereof:

| "Quarter | Year | Due Date | Pay Request Due | Status Report Due |
|---|---|---|---|---|
| 2nd (Apr-Jun) | 2017 | July 30, 2017 | Yes | Yes |
| 3rd (Jul-Sep) | 2017 | October 30, 2017 | Yes | Yes |
| 4th (Oct-Dec) | 2017 | January 30, 2018 | Yes | Yes |
| 1st (Jan-Mar) | 2018 | April 30, 2018 | Yes | Yes |
| 2nd (Apr-Jun) | 2018 | July 30, 2018 | Yes | Yes |
| 3rd (Jul-Sep) | 2018 | October 30, 2018 | Yes | Yes |
| 4th (Oct-Dec) | 2018 | January 30, 2019 | Yes | Yes" |

**i. Exhibit B, Section 5, Personnel**
**Subsection 5.4, DLG Regional Manager** is modified by deleting the subsection and inserting the following in lieu thereof:

**"DLG Regional Manager: Kimberly Bullen, (970) 248-7333, (kimberly.bullen@state.co.us)"**

**j. Exhibit B, Section 5, Personnel**
**Subsection 5.5, DLG Regional Assistant** is modified by deleting the subsection and inserting the following in lieu thereof:

**"DLG Regional Assistant: Leah Smith, (970) 248-7313, (leah.smith@state.co.us)"**

**k. Exhibit B, Section 6, Funding**
**Subsection 6.1, Matching/Other Funds** is modified by deleting the 1st sentence and inserting the following in lieu thereof:

"Grantee shall provide **at least $531,400.00** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout."

**l. Exhibit B, Section 6, Funding**
**Subsection 6.2, Budget** is modified by deleting the current subsection in its entirety and inserting the following in lieu thereof:

| "Budget Line Item(s) | Total Cost | Grant Funds | Other Funds | Other Funds Source |
|---|---|---|---|---|
| Architectural/Engineering Services | $80,000 | $40,000 | $40,000 | Grantee |
| Consultant Services – 3rd Party Commissioning | $20,000 | $10,000 | $10,000 | Grantee |
| Rehabilitation/Remodel of Public Structures | $865,735 | $432,867 | $432,868 | Grantee |
| Construction/Improvement of Public Utilities – Geothermal Ground Loop | $121,500 | $88,532 | $32,968 | Grantee |
| Other: Temporary Workspace | $15,564 | $0 | $15,564 | Grantee |
| **Total** | **$1,102,799** | **$571,399** | **$531,400"** | |

**m. Exhibit B, Section 7, Payment**
**Subsection 7.1, Payment Schedule** is modified by deleting the Payment Schedule Table and inserting the following in lieu thereof:

| **"Payment** | **Amount** | |
|---|---|---|
| Interim Payment(s) | $542,830 | Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses. |
| Final Payment | $28,569 | 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** | **$571,399"** | |

## 6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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