AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Amendment to Contract Agreement; Terravision Contracting Group; Ohio City Town Hall Project

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Board of County Commissioners and TerraVision Contracting Group

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

Summary:
This Amendment to Contract Agreement is for the General Contractor hired for the Ohio City Town Hall project and clarifies certain State Historic Fund criteria which are requisites for certification and deliverables.

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

ok db 7/30/14

Reviewed by: Discharge Date: 7/30/2014 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 7/30/2014

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 8/5/2014 Follow Up Agenda Date:

Revised April 2013

AMENDMENT TO CONTRACT AGREEMENT

THIS AMENDMENT TO CONTRACT AGREEMENT (herein "Amendment") is made effective the 5th day of August, 2014 and amends the Contract Agreement, dated June 23, 2014 entered into by and between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORDO, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and TERRAVISION CONTRACTING GROUP, whose address is 145 Merchant Drive, Montrose, Colorado 81401 (herein "Contractor") and as identified as Gunnison County Legal Instrument No: 2014-121.

Gunnison County and Contractor herein acknowledge and agree that this Amendment clarifies and modifies the about referenced Contract Agreement as follows:

1. Scope of Work; Compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

In the Scope of Work identified in paragraph 3 of the Contract Agreement it states:

> "The Contractor agrees to do the work in a first class, substantial and workmanlike manner to the satisfaction of Gunnison County in strict accordance with the provisions of the Contract Documents, including the Construction Plans and Specifications."

The Construction Plans and Specifications reference compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Contractor herein agrees to provide services according to and in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

2. Scope of Work; Materials Produced.

Under the Scope of Work identified in paragraph 3 of the Contract Agreement, the following language shall be included as the last sentence:

> "Gunnison County retains all rights to use materials produced."

3. Compensation; Invoicing.

Under Compensation paragraph 5.a of the Contract Agreement, further details for invoicing shall include, a calculation used to determine the value of work OR referencing the bid document containing the calculation(s) used to determine the value of work. No lump sum bids, billing or subcontracting shall be allowed.

4. Ratification. Except as modified herein, the terms and conditions of the above referenced Contract Agreement are hereby reaffirmed and ratified.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

TERRAVISION CONTRACTING GROUP

By: _____
Matt Brezonick, President