STATE OF COLORADO

OFFICE OF THE STATE ARCHITECT

STATE BUILDINGS PROGRAM

CONTRACT AMENDMENT

**Amendment Number:**

****State Agency/Institution****

Insert Department or IHE’s Full Legal Name

****Contractor / Consultant****

Insert Contractor’s Full Legal Name, including “Inc.”, “LLC”, etc.

****Original Contract Number****

Insert CMS Number or Other Contract Number of the Original Contract

****Amendment Contract Number****

Insert CMS Number or Other Contract Number of this Amendment

****Project Name****

Insert project name

****Project Number****

Insert project number

PARTIES. THIS AMENDMENT is entered into by and between the STATE OF COLORADO, acting by and through the , Principal Representative, hereinafter referred to as the State, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having its offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the Consultant or Contractor.

EFFECTIVE DATE AND NOTICE OF NONLIABILITY. This Amendment shall not be effective or enforceable until it is approved and signed by the State’s Controller or its designee (hereinafter called the “Effective Date”), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Consultant/Contractor for any performance hereunder or be bound by any provision hereof prior to the Effective Date.

# 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.

Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; the parties entered into a [name of delivery method (acronym)] agreement effective [month, day, year]

The purpose of this Amendment No. \_\_\_ is to amend the contract sum(and the Guaranteed Maximum Price) as described in (name and date of attached document describing the change)

NOW THEREFORE, it is hereby agreed that

1. Consideration for this Amendment 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 [CMGC] [DB GMP] Agreement, as amended (previously by amendments 01, Change Order 1 etc.), collectively\* referred to as the Original Agreement, which is incorporated by reference herein, that all provisions thereof, unless specifically modified herein, apply to this Amendment as though they were expressly re-written, incorporated, and included herein.
3. It is agreed the Original Agreement is and shall be modified, altered, and changed in the following respects only:
4. [Establish] [Increase] the Guaranteed Maximum Price in an amount not to exceed $\_\_\_\_\_\_\_\_\_\_\_\_. The [revised] Guaranteed Maximum Price shall not exceed $\_\_\_\_\_\_\_\_\_\_\_ and is established by incorporating the following documentation:
5. Exhibit H.1 GMP Documents/Contract Document Drawings and Specifications
6. Exhibit H.2 Schedule of Bid Package Descriptions and Issuance Dates
7. Exhibit H.3 GMP Schedule of Values
8. Exhibit H.4 Allowance Schedule
9. Exhibit H.5 Critical Path Method Construction Schedules

The interim GMP will be increased in a subsequent amendment upon submission of a total Project GMP by the Contractor and approved by the State.

1. Accept and incorporate Bid Package #\_\_\_\_ per attached Exhibit I dated [month, day, year], for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The **Direct Cost of Work** for Bid Pack #\_\_\_\_ is **$\_\_\_\_\_\_\_\_\_\_\_\_.**
2. By adding the following documentation in support of Bid Package #\_\_\_\_:
	* 1. Exhibit I.1 Drawings, Specifications and Addenda - See Exhibit H.1
		2. Exhibit I.2 Schedule of Values
		3. Exhibit I.3 Labor Overhead for each Subcontractor
		4. Exhibit I.4 Allowance Schedule
		5. Exhibit I.5 Performance Bond
		6. Exhibit I.6 Labor and Material Payment Bond
		7. Exhibit I.7 Property and Liability Insurance Certificates
		8. Exhibit I.8 Detailed Critical Path Method Construction Schedule – See Exhibit H.5
		9. Exhibit I.9 Prevailing Wage Determinations (if applicable to the Project)
		10. Exhibit I.10 Apprentice Utilization Certifications (if applicable to the Project)
3. Increase the **Contract Sum** by $\_\_\_\_\_\_\_\_\_\_\_. The total revised **Contract Sum** is **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**
4. Incorporate **Exhibit J**, the Notice to Proceed to Commence Construction Phase, which shall be executed by the State simultaneously with the execution of this Amendment.
5. [add additional changes or delete this line]

SUMMARY OF CHANGES

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  Line Item/Date | Pre-Const. Services Fee | Construction Services Fee | General Conditions Fee | Direct Costof Work | Dollar Amount |
| Original Contract Date |  |  |  |  |  |
| Amend. #\_\_ |  |  |  |  |  |
| Hide line if not used |  |  |  |  |  |
| Hide line if not used |  |  |  |  |  |
| **Current Contract Sum (to Date)** |  |  |  |  |  |
| (Intentionally left blank) |  |  |  |  |  |
| Bidding & Construction Contingencies: |  |
| Guaranteed Maximum Price: |  |
| Current Fixed Limit of Construction Cost: |  |

1. Except with respect to 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 Agreement, 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 original Agreement or as amended. The factual representations in the “Special Provisions” concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.
2. 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.
3. CRS §24-30-202 requires the State Controller to approve all State Contracts or the Chief Financial Officer of a State University per the Fiscal Rules of the individual institution of higher education. This Contract is not valid until signed and dated below by the Controller, CFO or their delegate as described above. The Contractor/Consultant is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contactor/Consultant for such performance or for any goods and/or services provided hereunder.

# SIGNATURE PAGE

# THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

Project Number/Name: Insert OSC Project Number followed by Project Name

Contract ID No.: Insert CMS Number & Encumbrance Number

CONSULTANT/CONTRACTOR

INSERT: Legal Name of Consultant/Contractor

By: Name & Title of Person Signing for Consultant/Contractor

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF COLORADO

Jared S. Polis, Governor

INSERT: Name of Agency or IHE

INSERT: Name & Title of Head of Agency / IHE

By: Name & Title of Person Signing for Agency or IHE

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OFFICE OF THE STATE ARCHITECT

State Buildings Program

By: Name & Title of Person Signing for State Buildings

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LEGAL REVIEW

Philip J. Weiser, Attorney General

By: Assistant Attorney General

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STATE OF COLORADO**

**OFFICE OF THE STATE ARCHITECT**

**STATE BUILDINGS PROGRAM**

**AMENDMENT**

**(STATE FORM SC-6.0B)**

**EXHIBIT H GUARANTEED MAXIMUM PRICE EXHIBITS**

**GUARANTEED MAXIMUM PRICE EXHIBITS**

H.1 GMP Documents, Drawings and Specifications including Addenda

H.2 Schedule of Bid Package Descriptions and Issuance Dates

H.3 Schedule of Values

H.4 Allowance Schedule

H.5 Detailed Critical Path Method Construction Schedule

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**AMENDMENT**

**(STATE FORM SC-6.0B)**

**EXHIBIT I: BID PACKAGE EXHIBITS**

**EXHIBIT J: NOTICE TO PROCEED TO COMMENCE CONSTRUCTION PHASE**

**BID PACKAGE EXHIBITS**

I.1 Drawings, Specifications and Addenda

I.2 Schedule of Values

I.3 Labor Overhead (SBP-6.18) for each Subcontractor

I.4 Allowance Schedule

I.5 Performance Bond (Form SC-6.22)

I.6 Labor and Material Payment Bond (Form SC-6.221)

I.7 Insurance Certificates

I.8 Detailed Critical Path Method Construction Schedule

I.9 Applicable Prevailing Wage Determinations (If applicable)

I.10 Apprenticeship Utilization Certifications (SBP6.17) (If applicable)

EXHIBIT J: Notice to Proceed to Commence Construction Phase