

THIRD (3RD) AMENDMENT TO CONTRACT

THIS THIRD (3RD) AMENDMENT TO THE CONTRACT (the “Amendment”) is entered into as of this _____ day of _____ 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **CROSS LINE CONSTRUCTION** (the “Contractor”). The County and the Contractor hereinafter referred collectively to as the “Parties” and individually to as the “Party.”

WHEREAS, the County and the Contractor entered into a certain Contract (IFB #032-23) dated Tuesday, September 26, 2023 (the “Contract”).

WHEREAS the County and the Contractor originally agreed to a Maximum Contract Expenditure for services in the amount of TWO HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED NINETY Dollars and 00/100 Cents (\$245,790.00); and

WHEREAS, the County and the Contractor amended the Contract on October 30, 2023, by increasing the Maximum Contract Expenditure amount by THIRTY-SIX THOUSAND EIGHT HUNDRED SIXTY-EIGHT AND 50/100 Dollars (\$36,868.50); and

WHEREAS, the County and the Contractor amended the Contract on December 12, 2023, by increasing the Maximum Contract Expenditure amount by ONE HUNDRED THIRTY-FOUR THOUSAND THREE HUNDRED EIGHTEEN AND 00/100 Dollars (\$134,318.00); and

WHEREAS, the County and the Contractor would like to amend the Contract a third time by increasing the Maximum Contract Expenditure amount by SIX HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED FIFTY-THREE AND 00/100 Dollars (\$635,253.00) for the new 23rd Judicial District Attorney Remodel Project at the Douglas County Robert A. Christensen Justice Center; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. ARTICLE II of the Contract is hereby amended to read:

SCOPE OF WORK: All services described in Exhibit A-1 apply only to the additional Scope of Work related to this Third Amendment and not to the original Contract and its prior amendments terms and Scopes of Work.

2. ARTICLE III of the Contract is hereby amended to read:

TERMS OF PERFORMANCE: The Contractor agrees to begin the performance of the work required under this Third Amendment of the Contract within ten (10) days after being notified to commence work by the County's Authorized Representative pursuant to a Notice to Proceed; and agrees to substantially complete said work in its entirety **NO LATER THAN December 31, 2024**. This period of performance is also referred to as the Contract Time. The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

3. ARTICLE II of the Contract is hereby amended to read:

TERMS OF PAYMENT: The County agrees to pay the Contractor for the performance and completion of all the Scope of Work as detailed and attached in **Exhibit B-1** and the Contractor agrees to accept as its full and only compensation, subject to additions and deletions per any Change Orders and other provisions of the Contract, the total lump sum amount of **SIX HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED FIFTY-THREE AND 00/100 Dollars (\$635,253.00)** in accordance with the payment terms contained in the attached **Exhibit B-1**. Any work accomplished and put in place by the Contractor above and beyond the appropriated and allocated funds for each budget year will be done at the Contractor's risk.

4. ARTICLE V of the Contract is hereby amended to read:

ANNUAL APPROPRIATIONS: ARTICLE V – ANNUAL APPROPRIATIONS: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **TWO HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED NINETY Dollars and 00/100 Cents (\$245,790.00)** for fiscal year 2023 ending December 31, 2023. The funds appropriated for the First (1st) Amendment is **THIRTY-SIX THOUSAND EIGHT HUNDRED SIXTY-EIGHT AND 50/100 Dollars (\$36,868.50)** for fiscal year 2023 ending December 31, 2023. The funds

appropriated for the Second (2nd) Amendment is ONE HUNDRED THIRTY-FOUR THOUSAND THREE HUNDRED EIGHTEEN AND 00/100 Dollars (**\$134,318.00**) for fiscal year 2023. The funds appropriated for this Third (3rd) Amendment is SIX HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED FIFTY-THREE AND 00/100 Dollars (**\$635,253.00**) for fiscal year 2024. The County is not under obligation to make any future apportionment or allocation to this Contract. Any work performed in excess of the amounts appropriated shall be solely at the risk of the Contractor. Notwithstanding any other term of this Contract, it is expressly understood and agreed that: (1) any County financial obligation, whether direct or contingent, for all or any part of the work under this Contract, shall extend only to monies duly and lawfully appropriated and budgeted by the County and encumbered for the purposes of this Contract; (2) the County does not by this Contract irrevocably pledge present cash reserves for payments in this or future fiscal years; (3) this Contract is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of County; (4) the obligation of the County for expenditure obligations, if any, arising during any subsequent fiscal year in which this Contract could be extended and be in effect shall only extend to utilization and payment of monies appropriated and budgeted and encumbered for the purpose of this Contract in the fiscal year in which obligations arise; and (5) no change order may be issued requiring compensation work which causes the aggregate amount payable under the Contract to exceed the amounts appropriated, budgeted and encumbered for the payment of this Contract in the fiscal year in which such obligations arise, unless the Contractor is given written assurance by the County that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. Any work completed for this Contract shall be secured from harm until future sums of money are appropriated so that additional work may commence. In the event a future appropriation is made by the County, the County will inform the Contractor in writing of any amounts appropriated for work proposed herein.

5. Exhibit B of the Contract is hereby amended by adding the payment terms contained in the attached **Exhibit B-1**, incorporated herein by this reference.
6. The remainder of the Contract shall remain in full force and effect.

Exhibit A-1 SCOPE OF WORK

Division 1 – General Conditions

- Includes 17 weeks of Superintendent.
- Includes safety.
- Includes temp enclosure/dust barriers.
- Includes temp cleanup and final clean.

Division 2

- Includes demolition and dumpster(s).

Division 5

- Includes structural steel beams for small folding wall partition (delivery over the weekend and installation during normal business hours).

Division 7

- Includes misc. caulking.
- Includes fireproofing patch to primary steel only, not secondary support steel for folding wall partition.
- Includes insulation.

Division 8

- Includes new doors-frames-hardware.

Division 9

- Includes framing and drywall.
- Includes acoustical ceilings.
- Includes flooring.
- Includes paint.

Division 10

- Includes corner guards.
- Includes room signage.
- Includes small folding wall partition (35 Weeks lead time after approved shop drawings).

Division 13

- Includes fire alarm.
- Includes fire suppression.

Division 15

- Includes HVAC per plans.

Division 16

- Includes electrical per plans and alternate #4 work.
- Includes low voltage/data only for areas affected per the plans.

Exclusions and Clarifications

- Budget proposal valid for 30 days.
- No after hour work (normal working hours 6:00 am to 5:00 pm)
- Bonds included.
- Building Dept permit included.
- No other permits or fees included.
- Tax exempt included.
- No contingency on base bid.

**Exhibit B-1
METHOD OF PAYMENT**

PLEASE SEND ALL INVOICES TO: ffessadmin@douglas.co.us

Payment terms are Net 30

Estimating Summary Sheet		
Project Name: Douglas County D.A. Office		
Bid Date: April 11, 2024		
Addendums: 2		
Division	Description	Row Sub Total
01000	General Conditions	\$ 71,200.50
	Subtotal	\$ -
02050	Demo	\$ 15,759.00
	Subtotal	\$ -
05100	Structural Metal Framing	\$ 31,485.00
	Subtotal	\$ -
06400	Architectural Woodwork	\$ -
	Subtotal	\$ -
07800	Misc. Caulking	\$ 15,800.00
07850	Insulation	\$ 4,500.00
07900	Joint Sealants	\$ 800.00
	Subtotal	\$ -
08200	Wood Doors & Plastic Doors	\$ 34,871.00
08500	Windows	\$ -
	Subtotal	\$ -
09200	Plaster and Gypsum Board	\$ 42,336.00
09500	Acoustical Ceilings	\$ 32,516.00
09600	Flooring	\$ 40,772.00
09900	Paints and Coatings	\$ 11,079.00
	Subtotal	\$ -
10260	Wall & Corner Guards	\$ 1,048.00
10400	Identification Devices	\$ 15,767.00
10600	Partitions	\$ 40,445.00
	Subtotal	\$ -
13850	Detection and Alarm	\$ 7,848.00
13900	Fire Suppression	\$ 22,700.00
	Subtotal	\$ -
15700	HVAC	\$ 50,220.00
	Subtotal	\$ -
16000	Electrical	\$ 71,385.00
16700	Communication	\$ 39,855.00
	Subtotal	\$ -
	Column Subtotal	\$ 550,386.50
	Payroll, Taxes & Insurance	\$ 11,813.40
	State & Local Tax	\$ -
	Subtotal	
	Combined Subtotal	\$ 562,199.90
	Margin	\$ 44,975.99
	Insurance	\$ 9,674.00
	Bonds	\$ 17,653.00
	Bid Total	\$ 634,502.89

Permit	
Plan Review	\$ -
Fire Department	\$ 750.00
	\$ 750.00
	\$ 635,252.89