

SECTION 00 63 64.06 – CONTRACT AMENDMENT (CM/GC)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

- A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.

1.3 DEFINITIONS (Not Applicable)

1.4 CHANGE ORDER BULLETIN

- A. State of Colorado form “Contract Amendment (CM/GC)” (SC-6.0B).
- B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 63 64.06



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONTRACT AMENDMENT (Construction Manager/General Contractor)

Amendment No: _____ Contract ID No.: _____

Contractor: _____

Institution or Agency: _____

Project No./Name: _____

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 Contractor.

EFFECTIVE DATE AND NOTICE OF NONLIABILITY. This Amendment shall not be effective or enforceable until it is approved and signed by the State 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 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; and

[Statement of facts/reasons for the Amendment]

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 original contract, as amended (_____), *collectively** referred to as the original contract, which is, by this reference incorporated herein, that all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly re-written, incorporated, and included herein. (**Note: only use this language if creating Amendment #2 or higher*)
3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:
 - a.
 - b.
 - c.

SUMMARY OF CHANGES					
	Pre-Const. Services Fee	Construction Services Fee	General Conditions Fee	Direct Cost of Work	Dollar Amount
Original Contract/Date					
Amendment #1/Date					
Amendment #2/Date					
Contract Sum (To Date):					
Guaranteed Maximum Price (To Date):					
Fixed Limit of Construction Cost (To Date):					

4. 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 contract, 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 contract or Amendments. The factual representations in the "Special Provisions" concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.

PART 4 - 5. 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.

6. THIS AMENDMENT SHALL NOT BE DEEMED VALID UNTIL IT SHALL HAVE BEEN APPROVED BY THE CONTROLLER OF THE STATE OF COLORADO OR SUCH ASSISTANT AS SHE OR HE MAY DESIGNATE.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Persons signing for Contractor/Consultant 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. **Principal is not a recognized title and will not be accepted.**

Project Name/Number: _____
Contract ID No.: _____

THE CONTRACTOR/CONSULTANT:

Legal Name of Contracting Entity

*Signature

By _____
Name (print) Title

Date: _____

STATE OF COLORADO, acting by and through:
(Insert Name of Agency or IHE)

By: _____
(Insert Name & Title of Principal Representative for Agency or IHE)

Date: _____

APPROVED
DEPARTMENT OF PERSONNEL & ADMINISTRATION
STATE BUILDINGS PROGRAM
State Architect (or authorized Delegate)

By: _____
(Insert Name of Authorized Individual)

Date: _____

APPROVED
DEPARTMENT OF LAW
ATTORNEY GENERAL (or authorized Delegate)

By: _____
(Insert Name of Authorized Individual)

Date: _____

ALL CONTRACTS MUST BE APPROVED 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.

APPROVED:
STATE OF COLORADO
STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)

By: _____
(Insert Name & Title of Authorized Individual)

Date: _____