

BOULDER COUNTY CONTRACT AMENDMENT TO ADD OFFICE/DEPARTMENT

AMENDMENT SUMMARY		
This amendment makes changes to the following terms:		
<input type="checkbox"/> County Information <input type="checkbox"/> Contract Dates <input checked="" type="checkbox"/> County Amount <input type="checkbox"/> Scope of Work and/or Pricing Details		
Contract Identification		
Oracle Contract Number	201336	Version Number 6
Contract Name	Halcyon Construction Inc - POS - Fencing Projects on Open Space	
Amendment Number	5	
Amendment Effective Date	<input checked="" type="radio"/> Upon signature <input type="radio"/> _____	
Version Description	Increase NTE amount to support the completion of	
<input type="checkbox"/> County Information – Additional Department or Office		
Additional Office or Department	Parks and Open Space	
Division/Program	Agricultural Resources	
Additional County Contact Name and Email	Jason Sauer jsauer@bouldercounty.gov	
Additional Office or Department Accounting Email	pospayables@bouldercounty.gov	
Vendor Information		
Vendor Legal Name	Halcyon Construction Inc	
Vendor Other Name	<input type="checkbox"/> COI <input type="checkbox"/> DBA <input type="checkbox"/> W-9	
Vendor Contact Name and Email	Brad Schlepp brad@halcyonconstruction.org	
<input type="checkbox"/> Contract Dates		
New End Date		
<input checked="" type="checkbox"/> Contract Amount		
Contract Not to Exceed Amount of current Contract plus all signed amendments	1375000	
Amendment Amount	500000	
New Contract Not to Exceed		
New Highest Annual Amount	775000	
<input type="checkbox"/> Scope of Work and/or Pricing Details		
All changes to scope of work and/or pricing details are contained in Exhibit B.		
Additional Contract Documents		
Check all that apply:		
<input type="checkbox"/> Exhibit A: Insurance Requirements <input type="checkbox"/> Exhibit B: Scope of Work and Pricing Details <input type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements <input type="checkbox"/> Exhibit D: _____ <input type="checkbox"/> Exhibit E: _____		

County Internal Use Only	
Procurement Details	
Procurement Process Followed Prior to this Amendment	Bid Number Provided (award info attached in supp
Does this amendment change the procurement process the contract must follow due to an increase in amount or timeframe?	No
Accounting Details	Strings assigned on a project by project basis.

This AMENDMENT ("Amendment") to the above-referenced Contract ("Contract") is entered into between the Board of County Commissioners of Boulder County on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of _____ ("County") and Halcyon Construction Inc _____ ("Contractor" or "Vendor"). County and Contractor are each a "Party," and collectively the "Parties."

1. INCORPORATION OF AMENDMENT SUMMARY

The **Amendment Summary** and **Additional Contract Documents**, if any are listed, are incorporated into the Contract by reference.

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment is effective and enforceable on the later of (a) the date it is fully executed by both parties or (b) the **Amendment Effective Date** (if any).

3. LIMITS OF EFFECT

The Contract and all prior amendments, if any, remain in full force and effect except as specifically modified by this Amendment.

4. MODIFICATIONS

The Contract Documents are updated to include any **Additional Contract Documents** where the corresponding box is checked above.

The Contract is also modified to the extent that a corresponding box is checked below:

- County Information. The Office or Department listed above is added as a beneficiary of this Contract and may request services from the Contractor pursuant to a Task Order or Scope of Work (if attached). Contractor must send all completed invoices for such services to the Additional Office or Department Accounting Email stated in the Amendment Summary.
- Contract Dates. The end date of the Contract is changed to the **New End Date** identified in the Amendment Summary.
- Contract Amount. The Contract Not to Exceed amount is amended so that the total cost of all work performed under the Contract must not exceed the **New Contract Not to Exceed** identified in the Amendment Summary.

Scope of Work and/or Pricing Details. The Scope of Work and/or Pricing details are amended as indicated in Exhibit B and new insurance requirements, if any, are identified in Exhibit A to this Amendment.

5. CONTRACT TERMS. The following terms are added to the Contract to the extent not previously included:

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

Contractor is subject to C.R.S. §§ 24-85-101, et seq., C.R.S. Specifically, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103(2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The County may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103(2.5), C.R.S.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the latter day and year indicated below.

SIGNED for and on behalf of Board of County Commissioners of Boulder County		SIGNED for and on behalf of Halcyon Construction Inc	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
↓↓ <i>For Board-signed documents only</i> ↓↓			
Attest Signature:		<i>Initial of EO/DH</i>	
Attestor Name:			
Attestor Title:			