

ADAMS COUNTY, COLORADO
SECOND AMENDMENT TO
CONSTRUCTION AGREEMENT 2016.212

THIS SECOND AMENDMENT TO CONSTRUCTION AGREEMENT 2016.212 ("Second Amendment") is entered into this 21 day of February, 2017, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, ("County") and FCI Constructors, located at 4105 Coriolis Way, Frederick, Colorado, 80504, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on July 12, 2016, the County entered into a Construction Agreement with FCI Constructors to furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all the work shown on the plans and described in the specifications for the Phase II Construction of the Adams County Justice Center, and in all other documents incorporated herein by reference; and,

WHEREAS, on September 20, 2016, the county amended the agreement to change section V of the agreement adding the guaranteed maximum price for the project in the amount of six million three hundred twenty-seven thousand eight hundred eighty-two dollars (\$6,327,882.00); and,

WHEREAS, the County and the Contractor mutually desire to refine the original guaranteed maximum price.

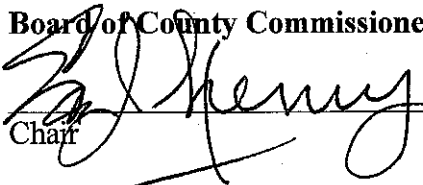
NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The County shall reimburse the Contractor for the work provided under this Second Amendment in accordance with Section V of the Construction Agreement. Adams County will pay FCI Constructors for Phase II of the Justice Center the guaranteed maximum price of five million six hundred twenty-seven thousand eight hundred and eighty-two dollars (\$5,627,882.00).
2. The Construction Agreement and this Second Amendment contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Construction Agreement that are not amended or modified by this Second Amendment shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Construction Agreement and this Second Amendment, the terms, conditions, and provisions of this Second Amendment shall control.
3. The Recitals contained in this Second Amendment are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

4. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
5. Nothing expressed or implied in this Second Amendment is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Second Amendment or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Second Amendment by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
6. If any provision of this Second Amendment is determined to be unenforceable or invalid for any reason, the remainder of the Second Amendment shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
7. Each party represents and warrants that it has the power and ability to enter into this Second Amendment, to grant the rights granted herein, and to perform the duties and obligations herein described.
8. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

Board of County Commissioners




 Chair

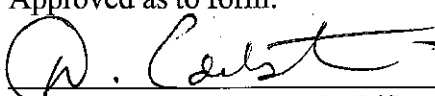
2/21/17

 Date

ATTEST:
 STAN MARTIN
 CLERK AND RECORDER

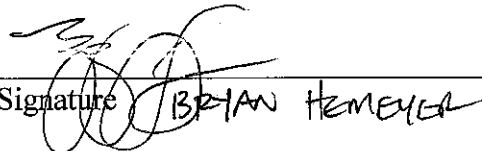


 Deputy Clerk

Approved as to form:


 Adams County Attorney's Office

FCI Constructors



 Signature **BRYAN HEMEYER**

2-6-2017

 Date