ADAMS COUNTY, COLORADO
SECOND AMENDMENT TO
CONSTRUCTION AGREEMENT 2018.249

THIS SECOND AMENDMENT TO CONSTRUCTION AGREEMENT 2017.432 is entered into this _30_ day of _October_, 2018, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, ("County") and Saunders Construction LLC, located at 86 Inverness Place North, Englewood, Colorado 80112, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on October 24, 2017, the County entered into a Construction Agreement 2017.432 with Saunders Construction LLC, 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 Construction for the Riverdale Animal Shelter (formerly known as the Adams County Animal Shelter), and in all other documents incorporated herein by reference; and,

WHEREAS, on December 15, 2017, the County and the Contractor entered into Amendment One 2017.461 to add additional work; and,

WHEREAS, the County and the Contractor mutually desire to add the Guaranteed Maximum Price to the Construction Agreement as described in and attached as Exhibit "A".

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 Saunders Construction LLC. for construction work for the Riverdale Animal Shelter including infrastructure capacity for future partnerships, the guaranteed maximum price of thirty million one hundred seventy-nine thousand five hundred fifty-four dollars and zero cents ($30,179,554.00).

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.

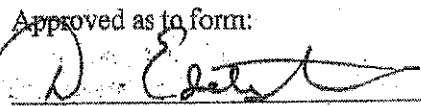IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.
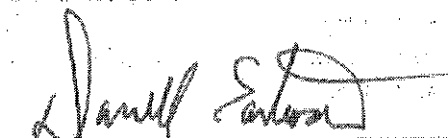
Board of County Commissioners

Mary Hodge
Chair

_10/30/18_
Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

signature
Deputy Clerk

Approved as to form:

signature
Adams County Attorney's Office

Saunders Construction LLC

signature
Signature

_10·24·18_
Date

2018.249 Saunders