

Town of Lyons, Colorado

**SECOND AMENDMENT TO
CONSTRUCTION AGREEMENT WITH SOUTHPAW ELECTRIC CORPORATION**

**Project/Services Name: Back-Up Power Public Works Generator
Project #: 21-BUPP-01**

This SECOND AMENDMENT TO CONSTRUCTION AGREEMENT ("Second Amendment is made and entered into on the date upon which it is mutually executed by the Parties (the "Effective Date"), by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "Town"), and **Southpaw Electric Corporation**, whose address is 4433 NE Countyline Road, Erie, CO 80516 (the "Contractor"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party".

WITNESSETH

WHEREAS, pursuant to Resolution 2021-61, the Town and Contractor entered into that certain Construction Agreement dated July 23, 2021 ("Original Agreement") for the Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **Seventy-Five Thousand Four Hundred Thirty-One Dollars and Four Cents (\$75,431.04)**; as part of the Construction Services for the Back-Up Power Public Works Generator Project, Project # 21-BUPP-01 (the "Project"); and

WHEREAS, Section 7.00 of the Agreement requires that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, the Contractor and the Town Administrator executed a **First Amendment** dated January 21, 2022 to extend the term of the Original Agreement until January 31, 2022 at no increase to the contract amount; and

WHEREAS, the contractor requires another amendment to extend the term of the contract until February 20, 2022 at no increase to the contract amount, for a total not-to-exceed total contract amount of **Seventy-Five Thousand Four Hundred Thirty-One Dollars and Four Cents (\$75,431.04)**; ("**Second Amendment**") and

WHEREAS, the Parties desire to enter into this Second Amendment to the Construction Agreement;

NOW, THEREFORE, for the consideration herein expressed, it is agreed by and between the Town and the Contractor that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as though set forth in full.
2. **Original Terms and Conditions.** Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.
3. **Scope of Work.** There is no change to the scope of the Original Agreement with this amendment.
4. **Contract Sum and Payment.** There is no change to the contract price of the Original Agreement with this amendment.

5. **Term.** Section 4.1 of the Original Agreement, entitled "Term," is hereby amended to read in full as follows:

This Agreement shall be effective on the day of full signature execution and shall terminate at the earlier of the date on which all obligations of the parties have been met (to include all Services have been completed) or **11:59 p.m. on the 20th day of February, 2022**, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Those provisions that survive termination, to include the indemnification obligations and any warranty obligations, shall remain in effect past termination.

6. **Force and Effect of Amendment.** Notwithstanding anything in the Original Agreement to the contrary, the Original Agreement shall be amended such that all references in the Original Agreement to "Agreement" shall refer to the Original Agreement as amended by this Second Amendment.
7. **Conflict.** This Second Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this Second Amendment and the Original Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this Second Amendment shall control.
8. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Second Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Second Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the Party providing such signature as if it were the Party's original signature.

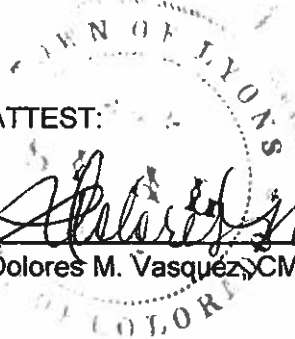
IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Professional Services Agreement, Project: *Back-Up Power Public Works Generator Project* to be effective as of the date of mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Second Amendment.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOW**

THIS SECOND AMENDMENT TO THE CONSTRUCTION AGREEMENT is executed and made effective as provided above.

ATTEST:

Dolores M. Vasquez
Dolores M. Vasquez, CMC, Town Clerk



TOWN OF LYONS, COLORADO:

Approval by:

By: Victoria Simonsen
Victoria Simonsen, Town Administrator

Date of execution: 3/28, 2022

Southpaw Electric Corporation:

By: Trevor Parmenter

Printed name: Trevor Parmenter

Its: President

STATE OF COLORADO)
COUNTY OF BOULDER) ss.

The foregoing Second Amendment to the Construction Agreement was acknowledged before me this 23rd day of March, 2022, by Trevor Parmenter as President of Southpaw Electric Corporation, a _____.

Witness my hand and official seal.
My commission expires: 4-6-2025

Lori Massa

Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

