

**SECOND AMENDMENT TO
DESIGN-BUILD AGREEMENT**
(St. Vrain Creek Channel Flood Recovery)
Project No. FR-CDBG-SVC-A

THIS SECOND AMENDMENT TO DESIGN-BUILD AGREEMENT (the “Second Amendment”) is made and entered into by and between the **TOWN OF LYONS**, a statutory municipal corporation of the State of Colorado (the “Town”), and **NARANJO CIVIL CONSTRUCTORS, INC.**, a registered tradename of **H & L CONCRETE, INC.**, a Colorado corporation having a principal office address of 1863 2nd Avenue, Greeley, Colorado 80631 (the “Design/Build Entity”). The Town and the Design/Build Entity are individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain Design-Build Agreement (St. Vrain Creek Channel Flood Recovery) Project No. FR-CDBG-SVC-A dated August 3, 2015 and executed by the Parties on September 30, 2015 (the “Agreement”); and

WHEREAS, the Parties entered into that certain First Amendment to Design-Build Agreement (St. Vrain Creek Channel Flood Recovery) Project No. FR-CDBG-SVC-A, in November, 2016 solely to extend the timeframe within which the Project may be completed; and

WHEREAS, Section 3.1.1 of the Agreement established a contract price in the not-to-exceed amount of Two Million Four Hundred Five Thousand Sixty Dollars and No Cents (\$2,405,060.00); and

WHEREAS, pursuant to the Agreement, the Design/Build Entity provided additional items, including extended warranties on vegetation and irrigation and other related work, for a cost of Seventy-One Thousand One Hundred Seventy-Eight Dollars and Seventy-Five Cents (\$71,178.75), and has submitted to the Town a claim to increase the contract price set forth in the Agreement to reflect the cost of these additional items; and

WHEREAS, the Parties desire to amend the Agreement to reflect an increased contract price of Two Million Four Hundred Seventy-Six Thousand One Hundred Seventy-Eight Dollars and Seventy-Five Cents (\$2,476,178.75); and

WHEREAS, Section 10.1.1 of the Agreement requires that any approved change in the contract price resulting from a claim by the Design/Build Entity for such increase shall be authorized by Modification, Amendment, or Change Order; and

WHEREAS, Section 11.2.1 of the Agreement sets forth that the Agreement may be amended only by written instrument signed by the Parties; and

WHEREAS, the Parties desire to amend Section 3.1.1 of the Agreement as more fully set forth below.

NOW, THEREFORE,
the Parties agree as follows:

A. Amendment to Section 3.1.1 of the Agreement. Section 3.1.1 of the Agreement shall be deleted in its entirety and replaced by a new Section 3.1.1 to read as follows in its entirety:

3.1.1 The Design/Build Entity will complete the work for a not-to-exceed sum Contract Price of **Two Million Four Hundred Seventy-Six Thousand One Hundred Seventy-Eight Dollars and Seventy-Five Cents (\$2,476,178.75)**, including expenses, including but not limited to travel, fax, phone, mail, express mail, courier, transportation and reproduction.

B. No Further Amendments. Nothing contained in this Second Amendment shall affect any other provisions of the Agreement except as specifically set forth herein. In the event of any conflict between this Second Amendment and the Agreement, as amended, the terms of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Design-Build Agreement, 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.

TOWN OF LYONS, a statutory municipal corporation of the State of Colorado

By: _____
Connie Sullivan, Mayor
Pursuant to Resolution 2017-36

Date of execution: _____, 2017

ATTEST:

Debra K. Anthony, Town Clerk

**NARANJO CIVIL CONSTRUCTORS, INC., a
Colorado corporation**

By: _____

Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was executed before me this ____ day of _____, 2017,
by _____ as _____ of **NARANJO CIVIL
CONSTRUCTORS, INC.**, a registered trademark of **H & L CONCRETE, INC.**, a Colorado
corporation.

My commission expires: _____

[SEAL]

Notary Public