

**ADAMS COUNTY, COLORADO
AMENDMENT TWO FOR AUTO REPAIR SERVICES**

THIS AMENDMENT TWO TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2014.302 is entered into this 4 day of April, 2017, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Colorado Frame and Suspension, Inc., located at 4200 Madison Street, Denver, Colorado 80216, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on January 27, 2015, the County entered into a Professional/Purchase of Service Agreement 2014.302 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term.

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 Service Agreement is hereby amended to renew/extend the term of the Agreement for one additional year to January 26, 2018.
2. The fee schedule shall remain the same as follows:

Service	Cost per Hour
Paint Labor	\$35.00
Body Repair Labor	\$35.00
Frame Work Labor	\$50.00
Mechanical Work Labor	\$50.00
Parts Mark-up	0%
Other Charges (EPA fees, Towing, Sublet)	\$0.00

3. The Service Agreement and this Amendment Two 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. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment Two, the terms, conditions, and provisions of this Amendment Two shall control.
4. The Recitals contained in this Amendment Two are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

5. This Amendment Two 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.
6. Nothing expressed or implied in this Amendment Two 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 Amendment Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment Two by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
7. If any provision of this Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of the Amendment Two shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this Amendment Two, 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.

**ADAMS COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

B. J. Henry
Chair

4/4/17
Date

COLORADO FRAME AND SUSPENSION, INC.

Brian Oster
Print Name

MANAGER
Print Title

[Signature]
Signature

3-27-17
Date

**ATTEST: STAN MARTIN
CLERK AND RECORDER**

APPROVED AS TO FORM:

Channah
Deputy Clerk

[Signature]
County Attorney

Anna Forristall

From: Colorado Frame [coloradoframeinc@gmail.com]
Sent: Tuesday, February 28, 2017 12:02 PM
To: Anna Forristall
Cc: Connie Richmond; Patsy Laughery
Subject: Re: Renewal of Auto Repair Services with CO Frame & Suspension (2014.302)

Colorado Frame will stay at the same pricing for the 2017 year.
Thank you
Brian Carter

On 2/27/2017 5:24 PM, Anna Forristall wrote:

Good afternoon Brian,

Adams County is interested in renewing the agreement with Colorado Frame, Suspension & Collision for 2017. There is one more renewal option available. The current agreement states the following:

PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as payment for services as Follows:

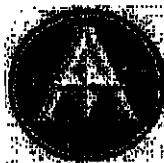
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Once we receive your 2017 renewal pricing, the County will review the fee structure and will make the renewal decision at that time. Should the County decide to proceed, I will forward an Amendment Two to you via email for signature. I will process it once it's returned to me and I hope to have the 2017 purchase order sent to you about a week or two after you sign the Amendment Two document.

Please provide the new pricing at your earliest convenience and let me know if there are any questions.

Thank you for your help with this project,

Anna Forristall



Anna Forristall, CPPB
Contract Administrator, Purchasing Division
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 4th Floor, Ste C4000A
Brighton, Colorado 80601
o: 720.523.6297 | f: 720.523.6058
aforristall@adccgov.org www.adccgov.org