ADAMS COUNTY, COLORADO AMENDMENT TWO FOR STORMWATER INVOICE PRINTING AND MAILING (2015.517)

THIS AMENDMENT TWO TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2015.517 is entered into this ______ day of _____ OCODO _____, 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 Hampden Press, Inc., located at 9955 East Hampden Avenue, Denver, Colorado 80231, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on October 5, 2015, the County entered into a Professional/Purchase of Service Agreement 2015.517 with Contractor; and,

WHEREAS, on September 8, 2016, the County entered into the First Amendment for renewal of Agreement 2015.517 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to renew the agreement.

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 from October 1, 2017 through to September 30, 2018.
- 2. The fee schedule shall be \$28,775.19 if Option 1 is chosen or \$26,969.87 if Option 2 is chosen for the April 1 mailing. These prices include the cost of materials, printing and estimated postage.
- 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.
- 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 COUNTY MANAGER				
AMM	20CT 2017			
Raymond H. Gonzales	Date			
HAMPDEN PRESS, INC.				
Nicole Jenni	Vice Presedent			
Print Name	Print Title			
Brook	9/28/17			
Signature	Date			
ATTEST: STAN MARTIN	A DDD OVED A G TO FORM			
CLERK AND RECORDER	APPROVED AS TO FORM:			
Etlannas	(Cett			
Deputy Clerk	County Attorney			

ADAMS COUNTY STORMWATER UTILITY

Quote for AMENDMENT TWO

to Professional Service Agreement 2015.517

New Term: October 1, 2017 - September 30, 2018

April 1 (Annual Print & Mail Project) STATEMENTS (IMPRINT ON PRE-PRINTED BACKS),	26,000	\$6,579.34	
1/1 WITH PERF AFTER PRINTING IS COMPLETE, 8.5x11 White 70# Accent Opaque Digital-Cut, digitally printed 2 sides; ENVELOPE #10 24# WINDOW, BLACK INK; ENVELOPE #9 REGULAR, BLACK INK; MAILING SERVICES, w/Statement, Insert & #9 Env. inserted into #10 Envelope			\$11,310.00
April 1-OPTION 1 INSERT Educational Flyers – Color Insert, 4/4 (Fold ½ & 1/3) – 24# ROYAL SUNDANCE SMOOTH -100% Recycled, 17x11, 100 PC White, printed 4 colors in PROCESS ink both sides	26,000	(*)\$4,292.39	Included
April 1-OPTION 2 INSERT Educational Flyers – 4/4 (Fold ½ & 1/3) – 24# ROYAL SUNDANCE SMOOTH - 100% Recycled, 11x8.5, 100 PC White, printed 4 colors in PROCESS ink both sides	26,000	(*)\$2,487.07	Included
July 1 STATEMENTS (IMPRINT ON PRE-PRINTED BACKS), 1/1 WITH PERF AFTER PRINTING IS COMPLETE, 8.5x11 White 70# Accent Opaque Digital-Cut, digitally printed 2 sides; ENVELOPE #10 24# WINDOW, BLACK INK; ENVELOPE #9 REGULAR, BLACK INK; MAILING SERVICES, w/Statement, Insert & #9 Envelope inserted into #10 Envelope; ENVELOPE #10 WINDOW – IMPRINT "REMINDER" IN RED INK, 10x0 White 24# Commercial Window Env. White Wove	9,000	\$2,678.46	\$3,915.00
OSDS Hard Box – Seville, printed, 1 color front in PMS RED ink. (Including about 3000 Extra Inserts) 2018 STORMWATER PROJECT		\$9,257.80+ (*)Option	\$15,225.00

Print, fold, insert & mail the envelopes and invoices three to five (3-5) days after receipt of the County's final proof approval. Estimated postage costs are based on postage rates as of 8/23/2017. (*) The total project price is variable because the County is uncertain which flier size will be required for the April 1 mailing. This will be determined at a later date.