Purchase Order Number 14488

This Number Must Appear on all Invoices, Packing Lists, and Packages

ADAMS COUNTY PURCHASE ORDER

Page Order Date:

1 of 1 03/21/17

Cost Center:

Requested Date: 03/21/17 9295

Vendor Address	Vendor and Shipping Information	Ship To Information
QUANTUM WATER CONSULTING 1746 S COLE BLVD STE 340 LAKEWOOD CO 80401	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS CTY BOARD OF COUNTY COMMISSIONERS 4430 SOUTH ADAMS COUNTY PARKWAY SUITE C5000A BRIGHTON CO 80601-8204
VENDOR NUMBER: 433702		

This Amendment Change ORder Two was approved in Public HEaring on MArch 7, 2017. This Change Order coincides with Amendment 2017.202. All terms and conditions

Ln	R	Description / Supplier item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	Task 19-landfill cover design		EA	0.0000	98,960.00	9295.7685	00009908
								·
						· .		
				-			·	

Term Net 30 Days Tax Rate *NA*

Sales Tax 0.00

Total Order 98.960.00

ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT... COLORADO TAX EXEMPT #98-03569

Invoice to: Adams County A/P 4430 S. Adams County Pkwy. Suite C4000A Brighton, CO 80601–8212 720–523–6050 Adams County Purchasing Department 4430 S. Adams County Parkway, Suite C4000A Brighton, CO 80601–8212 720–523–6050

293232 BONASERA, BETHANY K

ADAMS COUNTY AUTHORIZED SIGNATURE

ADAMS COUNTY, COLORADO SECOND AMENDMENT TO SHOOTING RANGE REMEDIATION 2017.202

This Second Amendment to the service agreement ("Second Amendment") is entered into this day of _______, 2017, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and Quantum Water Consulting, located at, 1746 Cole Boulevard, Suite 340, Lakewood, Colorado, 80401, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on September 23, 2015, the County entered into an agreement with Contractor to provide Consulting Services for the cleanup of the Sheriff's old shooting range; and,

WHEREAS, it was determined that additional services were needed to complete Phase One of the existing agreement; and,

WHEREAS, it was mutually agreed to extend the agreement from September 24, 2016 through September 23, 2017; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to add Change Order Number Two to the existing 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 extend the agreement through September 24, 2017.
- 2. Change Order Number Two will add services to the agreement and allow the Contractor to complete the landfill cover. The Contractor will perform the work at the agreed upon time and material price. An additional \$98,600 has been added to the time and materials agreement for a total agreement price of \$468,600.
- 3. The Service 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 Service 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 Service Agreement and this Second Addendum, the terms, conditions, and provisions of this Second Amendment shall control.

- 4. The Recitals contained in this Second Amendment are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
- 5. 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.
- 6. Nothing expressed or implied in this Second Amendments 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.
- 7. If any provision of this Second Amendments 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.
- 8. Each party represents and warrants that it has the power and ability to enter into this Second Addendum, 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 ADAMS COUNTY, COLORADO Chair ATTEST: STAN MARTIN CLERK AND RECORDER	Date APPROVED AS TO FORM: Close Adams County Attorney's Office
Deputy Clerk	
Quantum Water Consulting	
There fl- Alloyare Signature	Date 3/22/17