

ADAMS COUNTY, COLORADO
AMENDMENT TWO 2018-242 BROWNFIELDS PROGRAM

THIS AMENDMENT TWO TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2017.201 is entered into this 10 day of OCTOBER, 2018, 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 Tetra Tech Inc., located at 350 Indiana Street, Suite 500, Golden, Colorado 80401, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on April 7, 2017, the County entered into a Professional Service Agreement 2017.201 with Contractor; and,

WHEREAS, on April 10, 2018, the County entered into Amendment One 2018.213 extending the agreement until October 1, 2018; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term of the agreement and add additional costs to cover the completion of the project.


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 term of the Agreement until October 1, 2019.
2. An additional eleven thousand two hundred eighty-six dollars and ninety cents (\$11,286.90) will be added to the agreement for a total not to exceed amount of one hundred sixty-one thousand two hundred eighty-six dollars and ninety cents (\$161,286.90).
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.

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




Mary Hodge

10/10/16

Date

TETRA TECH, INC.

Mike Koester

Print Name


Signature

Vice President, Operations Manager

Print Title
09/27/2018

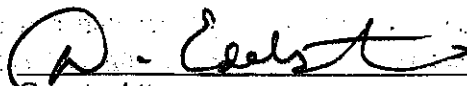
Date

ATTEST: STAN MARTIN
CLERK AND RECORDER



Deputy Clerk

APPROVED AS TO FORM:



County Attorney