

ADAMS COUNTY, COLORADO
AMENDMENT #3 2018.414 FOR ELEVATOR MAINTENANCE SERVICE

THIS AMENDMENT #3 TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2015.114 is entered into this 8th day of June, 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 ThyssenKrupp Elevator Corporation, located at 7367 S. Revere Pkwy, Unit 2-A, Centennial, Colorado, 80112, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on April 10, 2015, the County entered into a Service Agreement 2015.114 with Contractor; and,

WHEREAS, on May 9, 2016, the County approved Amendment #1 renewing the agreement for one additional year; and,

WHEREAS, on May 9, 2017, the County approved Amendment #2 renewing the agreement for one additional year; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term for an additional year.

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.
2. The fee schedule shall be \$7037.76 per month for an amount not to exceed \$84,453.00 per year.
3. The hourly billing rate outside of the scope of work shall be in accordance with attached Exhibit A
4. The Service Agreement and this Amendment #3 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 #3, the terms, conditions, and provisions of this Amendment #3 shall control.
5. The Recitals contained in this Amendment #3 are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
6. This Amendment #3 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.

7. Nothing expressed or implied in this Amendment #3 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 #3 or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment #3 by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
8. If any provision of this Amendment #3 is determined to be unenforceable or invalid for any reason, the remainder of the Amendment #3 shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
9. Each party represents and warrants that it has the power and ability to enter into this Amendment #3, 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


Raymond H. Gonzales

8 June 2018
Date

THYSSENKRUPP ELEVATOR CORPORATION


Ben Linnabary
Print Name

Account manager
Print Title


Signature

4-13-2018
Date

ATTEST: STAN MARTIN
CLERK AND RECORDER


Deputy Clerk

APPROVED AS TO FORM:



County Attorney

Exhibit A

1. The Hourly Billing Rate Shall be as follows:

Classification	Regular Time	Overtime Portion Split
Mechanic		
Regular Time	\$387.00	
1.5	\$580.50	\$193.50
1.7	\$657.90	\$270.90
2.0	\$774.00	\$387.00
Helper		
Regular Time	\$309.60	
1.5	\$464.40	\$154.80
1.7	\$526.32	\$216.72
2.0	\$619.20	\$309.60
Team-Mechanic/Helper		
Regular Time	\$696.60	\$348.30
1.5	\$1044.90	\$487.62
1.7	\$1184.22	\$696.60
2.0	\$1393.20	
Fuel Surcharge	\$25.00	