

ADAMS COUNTY, COLORADO  
SECOND ADDENDUM TO  
SERVICE AGREEMENT

THIS SECOND ADDENDUM TO SERVICE AGREEMENT ("Second Addendum") is entered into this 6<sup>th</sup> day of May, 2015, 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 Carpet Center, located at 7081 E 56<sup>th</sup> Avenue, Unit B, Commerce City, Colorado 80022, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on November 4, 2014, the County entered into a Service Agreement with Colorado Carpet Center; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to add additional work 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 for additional work at the Adams County Justice Center to include 11 more court rooms in 2015 at the same time and materials cost as the initial bid in the amount of \$117,830.00 for the total contract price of \$249,655.00.
2. The Service Agreement and the First and Second Addendum 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 and First Addendum that are not amended or modified by this Second Addendum 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 Addendum shall control.
3. The Recitals contained in this Second Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
4. This Second Addendum 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.
5. Nothing expressed or implied in this Second Addendum 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 Second Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Second Addendum by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
6. If any provision of this Second Addendum is determined to be unenforceable or invalid for any reason, the remainder of the Second Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.

7. 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

Steven J. O'Donoghue  
Chairman

5/5/15  
Date

ATTEST:  
STAN MARTIN

APPROVED AS TO FORM:

CLERK AND RECORDER

Channah  
Deputy Clerk

P. Ernst  
Adams County Attorney's Office

Colorado Carpet Center, Inc

By Noelle P. Stach  
Signature

4/10/15  
Date

Noelle P. Stach Sec/Treas.  
Name/Title