ADAMS COUNTY, COLORADO
AMENDMENT #2 2017.420 FOR CARPET CLEANING SERVICES

THIS AMENDMENT #2 TO PROFESSIONAL PURCHASE OF SERVICE AGREEMENT 2017.420 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 Shaw Contract Flooring Services, Inc., DBA Spectra Contract Flooring, located at 10415 East 49th Avenue, Denver, Colorado 80238 hereinafter referred to as the “Contractor.” The County and the Contractor may be collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, on April 16, 2015, the County entered into Service Agreement #2015.004 with Shaw Contract Flooring Services, Inc., DBA Spectra Contract Flooring to provide the County with Carpet Cleaning Services, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to revise Section 3.2 Extension Option and extend for one additional year effective April 16, 2017.

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 County shall pay the Contractor for the work furnished under this Amendment #2 in the amount of: Seventy One Thousand Six Hundred and Eighty-One Dollars ($71,681.00).

2. The term of the Service Agreement is extended for one (1) additional year effective through April 16, 2018.

3. The Service Agreement and Amendment #2 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 Amendment #2 shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement the terms, conditions, and provisions of Amendment #2 shall prevail.

4. The Recitals contained in Amendment #2 are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.

5. Amendment #2 may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute Two and the same agreement.

6. Nothing expressed or implied in Amendment #2 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 Amendment #2 or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Amendment #2 by and on behalf of

2017.420 Spectra Contract Flooring
the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

7. If any provision of Amendment #2 is determined to be unenforceable or invalid for any reason, the remainder of Amendment #2 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 Amendment One, 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 MANAGER'S OFFICE

By: ________________________________ 17 April 2017

Raymond H. Ponto, interim county manager

CONTRACTOR:
Shaw Contract Flooring Services, Inc., DBA Spectra Contract Flooring

By: ________________________________

Name (Print or Type)

Authorized Signature

ATTEST:  
Stan Martin
Clerk and Recorder

APPROVED AS TO FORM:
Adams County Attorney’s Office

By: ________________________________

Attorney/Signature

NOTARIZATION:

COUNTY OF DENVER )  
)SS.

STATE OF COLORADO )  

Signed and sworn to before me this 5 day of APRIL, 2017,  
by Peter Rincione 

Notary Public

My commission expires on: 3/5/18

KELLY MORA 
NOTARY PUBLIC 
STATE OF COLORADO 
NOTARY ID 19994002358 
MY COMMISSION EXPIRES 03/30/2018
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Total: $71,681