

**ADAMS COUNTY, COLORADO
AMENDMENT ONE FOR
CARPET REPLACEMENT SERVICES**

THIS AMENDMENT ONE TO CONSTRUCTION AGREEMENT #2019.057 is entered into this 5 day of NOVEMBER, 2019, 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, Inc., located at 7081 East 56th Avenue, Unit B, Commerce City, Colorado 80022, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on August 6, 2019, the County entered into a Construction Agreement 2019.057 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Agreement to add carpet replacement services.

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 Contract Agreement is hereby amended to include additional carpet replacement services in the Government Center per the attached proposal.
2. The fee schedule shall be \$22,625.00.
3. The Construction Agreement and this Amendment One 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 Construction Agreement and this Amendment One, the terms, conditions, and provisions of this Amendment One shall control.
4. The Recitals contained in this Amendment One are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Amendment One 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 Amendment One 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 One or any terms, conditions, or provisions

hereof. All terms, conditions, and provisions in this Amendment One 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 One is determined to be unenforceable or invalid for any reason, the remainder of the Amendment One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Construction Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this 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, COLORADO
COUNTY MANAGER



Raymond H. Gonzales

5 NOV 2019

Date

COLORADO CARPET CENTER, INC.

By: Noelle P Staab
Print Name

CEO
Print Title

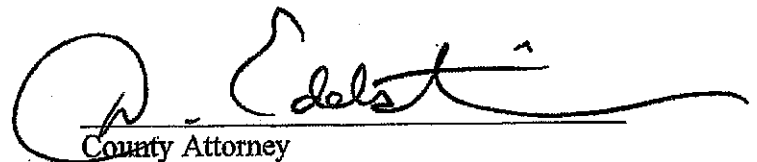
By: Noelle P Staab
Signature

10/25/19
Date

ATTEST: JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Shanna
Deputy Clerk



County Attorney



Commercial Flooring
Sales & Installation

October 4, 2019
COLORADO CARPET CENTER, INC.
Is pleased to submit
The Following Budget Quote
For
Adams County Government Center

Scope of work: Facilities Department

Demo existing carpet and base and haul offsite. Supply and install Mannington Style: Moso carpet tiles. Supply and install Johnsonite 4-1/2" base and new transitions as required. Move loose furniture out and back and utilize furniture lift for cubicles.

\$22,625.00

Notes:

Prices good for 30 days

Exclusions:

Major floor prep

Sales tax

Any other items not specifically included