

**ADAMS COUNTY, COLORADO
FIRST AMENDMENT FOR
AUTO REPAIR SERVICES (2014.302)**

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT ("First Amendment") is entered into this 22nd day of March, 2016, 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 Frame and Suspension, Inc., located at 4200 Madison Street, Denver, Colorado, 80216, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on January 27, 2015, the County entered into a Purchase of Service Agreement with Colorado Frame and Suspension, Inc.; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term.

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 for one additional year to January 26, 2017.
2. The fee schedule shall remain the same as follows:

Service	Cost per Hour
Paint Labor	\$35.00
Body Repair Labor	\$35.00
Frame Work Labor	\$50.00
Mechanical Work Labor	\$50.00
Parts Mark-up	0%
Other Charges (EPA fees, Towing, Sublet)	\$0

3. The Service Agreement and this First Amendment 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 this First Amendment 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 First Amendment, the terms, conditions, and provisions of this First Amendment shall control.
4. The Recitals contained in this First Amendment are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

5. This First Amendment 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 First Amendment 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 First Amendment or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First Amendment 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 First Amendment is determined to be unenforceable or invalid for any reason, the remainder of the First Amendment 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 First Amendment, 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

Steven J. O'Donnell
Chairperson

3/22/16
Date

ATTEST: STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Shanna
Deputy Clerk

D. Crist
County Attorney

COLORADO FRAME AND SUSPENSION, INC.

Brad Carter
Print Name

Pres
Print Title

[Signature]
Signature

3-15-16
Date

Anna Forristall

From: Colorado Frame [coloradoframeinc@gmail.com]
Sent: Thursday, February 18, 2016 2:19 PM
To: Anna Forristall
Subject: Re: FW: Renew Agreement 2014.302 with Adams County

Hi Anna,
Sorry for the delay. There will be no changes to the fee structure for 2016.
Thank you,
Brian

On 2/16/2016 5:12 PM, Anna Forristall wrote:

Hi Brian,

Have you had a chance to review the information below? Please let me know if there are any changes to your fee structure for 2016.

Thank you,
Anna Forristall



Anna Forristall, CPPB
Contract Administrator, *Purchasing Division*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 4th Floor, Ste C4000A
Brighton, Colorado 80601
o: 720.523.6297 | f: 720.523.6058
afortistall@adcogov.org www.adcogov.org

From: Anna Forristall
Sent: Wednesday, February 10, 2016 11:55 AM
To: 'coloradoframeinc@gmail.com'
Subject: Renew Agreement 2014.302 with Adams County

Hello Brian,

It was nice to speak with you earlier. Per our conversation, the County is interested in renewing our agreement with Colorado Frame, Suspension & Collision for 2016.

Please let me know if there are any changes for the renewal pricing for 2016:

- PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as payment for services as Follows:

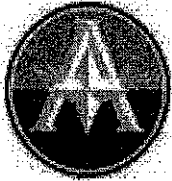
Service	Cost per Hour
Paint Labor	35.00
Body Repair Labor	35.00
Frame Work Labor	50.00
Mechanical Work Labor	50.00
Parts Markup	0%

Other Charges (EPA fees Towing, Sublet)	\$0
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Once we go through the approval process at the County, I'll send you an Amendment to renew our agreement for Auto Repair Services for 2016. This will take place either at the end of February or early March. When I have all the signatures, then I'll send you a purchase order for the County's Auto Repairs (hopefully by the end of March).

Please let me know if you have any questions,

Thank you,
Anna



Anna Forristall, CPPB
Contract Administrator, *Purchasing Division*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 4th Floor, Ste C4000A
Brighton, Colorado 80601
o: 720.523.6297 | f: 720.523.6058
aforristall@adcogov.org www.adcogov.org

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Colorado Frame Inc. 4200 Madison St Denver Co. 303 322 4405