

FIFTH AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

THIS FIFTH AMENDMENT TO PUBLIC CONTRACT FOR SERVICES (the “Amendment”) is entered into as of this _____ day of _____ 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **SANDOVAL ELEVATOR COMPANY, LLC** (the “Contractor”). The County and the Contractor hereinafter referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Parties entered into a certain Public Contract for Services (IFB #050-20) dated January 20, 2021 (the “Contract”); and

WHEREAS, the Parties originally agreed to a Maximum Contract Expenditure for services in the amount of **TWENTY-EIGHT THOUSAND SIX HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$28,620.00)**; and

WHEREAS, the Parties amended the Contract on April 26, 2021, by increasing the Maximum Contract Expenditure amount by an additional **NINE HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS (\$945.00)**; and

WHEREAS, the Parties amended the Contract on December 22, 2021, by increasing the Maximum Contract Expenditure amount by an additional **THIRTY-TWO THOUSAND THREE HUNDRED NINETEEN DOLLARS AND ZERO CENTS (\$32,319.00)** for additional work associated with the previous Amendment; and

WHEREAS, the Parties amended the Contract on February 8, 2023, by increasing the Maximum Contract Expenditure amount by an additional **THIRTY-TWO THOUSAND NINE HUNDRED SEVENTY-SIX DOLLARS AND ZERO CENTS (\$32,976.00)** for increase fee in services for 2023; and

WHEREAS, the Parties amended the Contract on March 11, 2024, by increasing the Maximum Contract Expenditure amount by an additional **THIRTY-TWO THOUSAND NINE HUNDRED SEVENTY-SIX DOLLARS AND ZERO CENTS (\$32,976.00)** for services for 2024; and

WHEREAS, the Parties desire to amend the Contract a fifth time by increasing the Maximum Contract Expenditure, extending the term, and changing the payment terms; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. Paragraph 4 of the Contract is hereby amended to read:

Maximum Contract Expenditure. Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the total amount of funds appropriated for this Contract is **ONE HUNDRED SIXTY THOUSAND EIGHT**

HUNDRED TWELVE DOLLARS AND ZERO CENTS (\$160,812.00). The funds appropriated for this FIFTH 5th Amendment is **THIRTY-TWO THOUSAND NINE HUNDRED SEVENTY-SIX DOLLARS AND ZERO CENTS (\$32,976.00)** for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for the Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

2. Paragraph 5 of the Contract is hereby amended to read:

Term. It is mutually agreed by the Parties that the Term of this Contract shall commence as of 12:01 a.m. on **January 20, 2021**, and terminate at 12:00 a.m. on **December 31, 2025**. This Contract and/or any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding Term.

3. Exhibit B of the Contract is hereby amended by adding the payment terms contained in the attached **Exhibit B-3**, incorporated herein by this reference.
4. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract and First Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be deemed also to refer to this Amendment.
5. **CAPITALIZED TERMS.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.
6. The remainder of the Contract shall remain in full force and effect.

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EXHIBIT B-3

Annual Total for services in 2025 = \$32,976.00

Monthly Total to be billed = \$2,748.00

Purchase Orders will be supplied. Invoices are Net30 and will be processed upon receipt

PREFERRED METHOD: Email: ffessadmin@douglas.co.us

Douglas County Highlands Ranch Sheriff's Office Substation

9250 Zotos Drive, Highlands Ranch, Colorado 80129

One (1) Hydraulic Elevator:

Monthly	\$116.00
Annually	\$1,392.00

Park Meadows Center

9350 Heritage Hills Circle, Lone Tree, Colorado 80124

One (1) Hydraulic Elevator:

Monthly	\$116.00
Annually	\$1,392.00

Philip S. Miller Building

100 3rd Street, Castle Rock, Colorado 80104

Two (2) Hydraulic Elevators:

Monthly	\$232.00
Annually	\$2,784.00

Wilcox Building

301 Wilcox Street, Castle Rock, Colorado 80104

One (1) Hydraulic Elevator:

Monthly	\$116.00
Annually	\$1,392.00

Elections Office/Warehouse Building

125 Stephanie Place, Castle Rock, Colorado 80109

One (1) Hydraulic Elevator:

Monthly	\$116.00
Annually	\$1,392.00

Evidence Technology Facility

2965 Highway 85, Castle Rock, Colorado 80109

One (1) Dumbwaiter:

Monthly	\$83.00
Annually	\$996.00

Public Works Operations/Fleet Services

3030 N Industrial Way, Castle Rock, Colorado 80109

One (1) Hydraulic Elevator:

Monthly	\$116.00
Annually	\$1,392.00

Health & Human Services

4400 Castleton Court, Castle Rock, Colorado 80109

One (1) Hydraulic Elevator:

Monthly	\$116.00
Annually	\$1,392.00

Douglas County Fairgrounds & Events Center

500 Fairgrounds Road, Castle Rock, CO 80104

One (1) Hydraulic Material Lift:

Monthly	\$116.00
Annually	\$1,392.00

Douglas County Justice Center

4000 Justice Way, Castle Rock, Colorado 80109

Fourteen (14) Hydraulic Elevators:

Monthly	\$1,621.00
Annually	\$19,452.00