

## SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

**THIS SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES** (the “Amendment”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **AUTOAUTO WASH, 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 Contract (IFB#042-23) dated December 13, 2023, (the “Contract”) to provide preventative maintenance and services of the County car wash systems located at 3030 N. Industrial Way, Castle Rock, CO 80109, and 9040 Tammy Lane, Parker, CO 80134, with a maximum contract amount of eighty thousand dollars and no cents (\$80,000.00) and a term of January 1, 2024, through December 31, 2024; and

**WHEREAS**, the Parties entered into a First Amendment to Public Contract for Services dated January 27, 2025, increasing the maximum contract expenditure by eighty thousand dollars and zero cents (80,000.00) for a total amount of one hundred sixty thousand dollars and zero cents (\$160,000.00), amending the term to January 1, 2024, through December 31, 2025; and updating payment terms Exhibit B to Exhibit B-1; and

**WHEREAS**, the Parties have agreed to amend the Contract by increasing the Maximum Contract Expenditure and extending the Term; and

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

**WHEREAS**, the Parties have now determined that additional clarifications are needed.

**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 **TWO HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$240,000.00)**. The funds appropriated for this Second Amendment are **EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00)** for fiscal year 2026. In no event shall the County be liable for payment under this Contract for any amount in excess thereof, except as otherwise provided in Exhibit B. 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 1, 2024**, and terminate at 12:00 a.m. on **December 31, 2026**. This Contract, at the option of the County, may be renewed for one or more successive terms if notice is given to the Contractor by the County on or before Sunday, December 1, 2025, of the current Term. 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-1 of the Contract is hereby amended by adding the payment terms contained in the attached **Exhibit B-2**, incorporated herein by this reference.
4. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract, First Amendment, and this Second Amendment, the terms of this Second 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 Second Amendment.
5. **CAPITALIZED TERMS.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.

(Remainder of Page Intentionally Blank)

## **EXHIBIT B-2**

Annual Total for services in 2026 = \$80,000.00

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

**PREFERRED METHOD: Email: [ffessadmin@douglas.co.us](mailto:ffessadmin@douglas.co.us)**