

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 _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **DC GROUP, INC.** a Minnesota Corporation authorized to do business in Colorado (the “Contractor”). The County and the Contractor hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the Parties entered into a certain Contract dated January 29, 2024, (the “Contract”) to provide semi-annual maintenance for uninterruptable power supply (UPS), UPS battery replacements, and labor costs for Douglas County Facilities (IFB #035-21), with a maximum contract amount expenditure of \$40,757.68 and term from January 1, 2024, through December 31, 2024; and

WHEREAS, the Parties entered into a First Amendment to Public Contract for Services dated January 14, 2025, increasing the maximum contract expenditure by \$40,757.68 for a total amount of \$81,515.36, amending the term through December 25, 2025, and updating payment terms; and

WHEREAS, the Parties have agreed to amend the Contract a second time by increasing the Maximum Contract Expenditure by forty-three thousand one dollars and sixty-eight cents (\$43,001.68) and extending the Term through December 31, 2026; and

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

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 **ONE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED SEVENTEEN DOLLARS AND FOUR CENTS (\$124,517.04)**. The funds appropriated for this Second Amendment is **FORTY-THREE THOUSAND ONE DOLLARS AND SIXTY-EIGHT CENTS (\$43,001.68)** for fiscal year 2026. 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 1, 2024**, and terminate at 12:00 a.m. on **December 31, 2026**. 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 Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second 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.

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EXHIBIT B-1
Method of Payment

Total for 2026 = \$43,001.68

Purchase orders will be issued where applicable and billed accordingly. Full-Service Contract will be invoiced annually. Preventative Maintenance will be billed following the completion of each preventative maintenance inspection. All labor costs for battery removal, installation, batteries, and materials will be billed separately. Credit Card payments may be accepted at DC Group's discretion and are subject to additional fees.

Please email all invoices to: ffessadmin@douglas.co.us

Table 59420 - Douglas County CO

Site Location	Qty	Equipment	Make	Model	kVA	SmartKey Access	Serial Number	Service Type	Inspection Frequency	Full Service Price	Major PM Price	Minor PM Price	Total Price
8555 Double Helix - Englewood	1	UPS & Batteries	APC	SUA750XL	0.75	N/A	AS1009295015	FS NH	Semi-Annually	\$ 306.00	\$ 183.60	\$ 122.40	\$ 612.00
8555 Double Helix - Englewood	1	UPS & Batteries	Toshiba	G9000	160	Yes	17530382	FS AH	Semi-Annually	\$ 1,126.08	\$ 675.65	\$ 450.43	\$ 2,252.16
100 Third St - Castle Rock	1	UPS & Batteries	Liebert	EXM	30	Yes	M17HZB0087	FS AH	Semi-Annually	\$ 716.04	\$ 429.62	\$ 286.42	\$ 1,432.08
	2	UPS & Batteries	Liebert	EXM	40	N/A	M16KZB0041 M17HZB0088	FS AH	Semi-Annually	\$ 1,432.08	\$ 859.25	\$ 572.83	\$ 2,864.16
	1	UPS & Batteries	Gamatronic	RMS0	50	N/A	1404-825744	FS AH	Semi-Annually	\$ 716.04	\$ 429.62	\$ 286.42	\$ 1,432.08
301 Wilcox - Castle Rock	1	UPS & Batteries	Vertiv	EXM	30	Yes	M21FZB0039	FS AH	Semi-Annually	\$ 716.04	\$ 429.62	\$ 286.42	\$ 1,432.08
9350 Heritage Hills - Lone Tree	1	UPS & Batteries	Liebert	346	40	N/A	M16KZB0040	FS AH	Semi-Annually	\$ 716.04	\$ 429.62	\$ 286.42	\$ 1,432.08
4400 Castleton - Castle Rock	1	UPS & Batteries	Liebert	Npower	130	N/A	37-6759	FS AH	Semi-Annually	\$ 869.04	\$ 521.42	\$ 347.62	\$ 1,738.08
2965 Hwy 85 - Castle Rock	1	UPS & Batteries	Eaton	93E	30	Yes	BM364LXX03	FS AH	Semi-Annually	\$ 716.04	\$ 429.62	\$ 286.42	\$ 1,432.08
125 Stephanie - Castle Rock	1	UPS & Batteries	Tripplite	SU30	30	N/A	SU30K3-3XR5	FS AH	Semi-Annually	\$ 716.04	\$ 429.62	\$ 286.42	\$ 1,432.08
9250 Zotos Dr - Highland Ranch	1	UPS & Batteries	Eaton	93PM	50	Yes	EK035UXX06	FS AH	Semi-Annually	\$ 716.04	\$ 429.62	\$ 286.42	\$ 1,432.08
	1	UPS & Batteries	MGE	Galaxy 5000	50	Yes	1PNL1300R	FS AH	Semi-Annually	\$ 716.04	\$ 429.62	\$ 286.42	\$ 1,432.08
77A East Perry Park - Larkspur	1	UPS & Batteries	Liebert	APS	20	N/A	1426700012AU073	FS AH	Semi-Annually	\$ 716.04	\$ 429.62	\$ 286.42	\$ 1,432.08
6810 Lost Lake - Franktown	1	UPS & Batteries	Liebert	APS	20	N/A	1612500003AU073	FS AH	Semi-Annually	\$ 716.04	\$ 429.62	\$ 286.42	\$ 1,432.08
2539 Hwy 67 - Sedalia	1	UPS & Batteries	Liebert	APS	20	N/A	1432300248AU073	FS AH	Semi-Annually	\$ 716.04	\$ 429.62	\$ 286.42	\$ 1,432.08
922 Pawnee Tr - Castle Rock	1	UPS & Batteries	Liebert	APS	20	N/A	1435200624AU073	FS AH	Semi-Annually	\$ 716.04	\$ 429.62	\$ 286.42	\$ 1,432.08
4000 Justice Way - Castle Rock	2	UPS & Batteries	APC	SMX	1.5	N/A	AS2144269862 AS1627343226	FS AH	Semi-Annually	\$ 410.04	\$ 246.02	\$ 164.02	\$ 820.08
	1	UPS & Batteries	APC	SURTA	3	N/A	QS1326241594	FS AH	Semi-Annually	\$ 306.00	\$ 183.60	\$ 122.40	\$ 612.00
	1	UPS & Batteries	Best	4.3KVA	4.3	N/A	FE4.3K25342	FS AH	Semi-Annually	\$ 306.00	\$ 183.60	\$ 122.40	\$ 612.00
	3	UPS & Batteries	GE	GT5000	5	N/A	GT05U23/1230A006 GT05U23/1208A007 GT05U23/1230A004	FS AH	Semi-Annually	\$ 1,071.00	\$ 642.60	\$ 428.40	\$ 2,142.00
	1	UPS & Batteries	APC	SUVT	20	N/A	PS1401133034	FS AH	Semi-Annually	\$ 716.04	\$ 429.62	\$ 286.42	\$ 1,432.08
	1	UPS & Batteries	APC	SURT10000	10	N/A	QS1336171952	FS AH	Semi-Annually	\$ 716.04	\$ 429.62	\$ 286.42	\$ 1,432.08
	1	UPS & Batteries	Tripplite	SU30	30	N/A	2445DLCP5647900010	FS AH	Semi-Annually	\$ 716.04	\$ 429.62	\$ 286.42	\$ 1,432.08
	1	UPS & Batteries	MGE	EPS6000	150	Yes	81860-01	FS AH	Semi-Annually	\$ 1,377.00	\$ 826.20	\$ 550.80	\$ 2,754.00
	1	UPS & Batteries	Eaton	9PX	20	Yes	8F12K42112	FS NH	Semi-Annually	\$ 1,122.00	\$ 673.20	\$ 448.80	\$ 2,244.00
9040 Tammy Lane, Parker CO	2	Lighting Inverter	Evenlite	LM52LVC2	.53	N/A		PM NH	Semi-Annually	N/A	\$ 795.60	\$ 530.40	\$ 1,326.00
	2	Lighting Inverter	Evenlite	LM2200-1P-1B-OB-C1-FS	2.2	N/A	16337-466, 16337-467	PM NH	Semi-Annually	N/A	\$ 780.00	\$ 520.00	\$ 1,300.00
6625 S Rampart Range Rd, Sedalia, CO 80135	1	UPS & Batteries	Eaton	9170+	18	N/A	99029663	FS NH	Semi-Annually	\$ 1,122.00	\$ 673.20	\$ 448.80	\$ 2,244.00
	1	MBP				N/A		FS NH	Semi-Annually	Included	Included	Included	Included
												Annual Total	\$43,001.68