

**MEETING DATE:** January 14, 2025

**STAFF PERSON RESPONSIBLE:** Troy Bahr, Facilities Manager

**DESCRIPTION:** Approval of First Amendment of Contract and Purchase Order to AUTOAUTO Wash, LLC for 2025 preventative maintenance and service of our car wash systems located at 3030 N. Industrial Way, Castle Rock, CO 80109, and 9040 Tammy Lane, Parker, CO 80134 per IFB #042-23.

**SUMMARY:** Douglas County Facilities, Fleet & Emergency Support Services (FFESS) received funding approval in the 2025 Adopted Budget to continue the car wash preventative maintenance and services.

In November 2023, an Invitation for Bid process was completed, and IFB #042-23 was awarded to AUTOAUTO Car Wash, LLC as the successful bidder.

The total price of the annual contract with AUTOAUTO Car Wash LLC for car wash preventative and maintenance services was Eighty Thousand Dollars and No Cents (\$80,000.00) for 2024.

A First Amendment of Eighty Thousand Dollars and No Cents (\$80,000.00) for fiscal year 2025.

With the addition of this Amendment to the Contract, the total allocation for services is One Hundred Sixty Thousand Dollars and No Cents (\$160,000.00) for services outlined in the contract.

**RECOMMENDED ACTION:**

Approval of First Amendment of Contract and Purchase Order to AUTOAUTO Car Wash, LLC for Eighty Thousand Dollars and No Cents (\$80,000.00) for the 2025 Car Wash Preventative Maintenance and Services in response to IFB #042-23.

**REVIEW:**

Tim Hallmark	Approve	12/30/2024
Jeff Garcia		
Andrew Copland		
Doug DeBord		

**ATTACHMENTS:**

2025 Douglas County-1st Amendment-AutoAutoWash- AD Edits Accepted 12.31.2024 v2



## FIRST AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

**THIS FIRST 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 **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 term of January 1, 2024, through December 31, 2024; 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 now have 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 SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$160,000.00)**. The funds appropriated for this First Amendment are **EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00)** for fiscal year 2025. 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, 2025**. 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 of the Contract is hereby amended by adding the payment terms contained in the attached **Exhibit B-1**, 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.
1. **CAPITALIZED TERMS.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.
2. The remainder of the Contract shall remain in full force and effect.

(Remainder of Page Intentionally Blank)

## **EXHIBIT B-1**

Annual Total for services in 2025 = \$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)**