

THIRD AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

THIS THIRD 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 **MAINTENANCE RESOURCES, INC.** (the “Contractor”). The County and the Contractor hereinafter collectively referred to as the “Parties” and individually to as the “Party.”

RECITALS

WHEREAS, the Parties entered into a certain Contract (IFB #011-22) dated May 24, 2022, (the “Contract”) to provide janitorial services at Douglas County Facilities, with a maximum contract expenditure amount of two hundred twenty-three thousand five hundred sixty-six dollars and no cents (\$223,566.00) and term June 6, 2022, through December 31, 2022; and

WHEREAS the Parties entered into a First Amendment to Public Contract for Services dated February 21, 2023, increasing the maximum contract expenditure by four hundred forty-seven thousand one hundred thirty-two dollars and no cents (\$447,132.00) for a total amount of six hundred seventy thousand six hundred ninety-eight dollars and no cents (\$670,698.00), and extending the term to June 6, 2022, through December 31, 2023; and

WHEREAS, the Parties entered into an agreement (“Second Amendment”) to Public Contract for Services dated November 30, 2023, increasing the maximum contract expenditure by four hundred forty-seven thousand one hundred thirty-two dollars and no cents (\$447,132.00) for a total amount of one million one hundred seventeen thousand eight hundred thirty dollars and no cents (\$1,117,830.00) and amending the term to June 6, 2022, through December 31, 2024. A copy of the Second Amendment is attached and incorporated herein by reference as Exhibit D; and

WHEREAS, the Parties have agreed to amend the Contract a third time by increasing the Maximum Contract Expenditure, deleting the Illegal Aliens language, 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.

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 MILLION FIVE HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS AND NO CENTS (\$1,585,638.00)**. The funds appropriated for this Third Amendment is **FOUR HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED EIGHT**

DOLLARS AND NO CENTS (\$467,808.00) 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 **June 6, 2022**, 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. Paragraph 10 of the Contract is hereby amended to read:

(Omitted).

4. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Agreement, First Amendment, and Second 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. Exhibit B of the Contract is hereby amended by adding the payment terms contained in the attached **Exhibit B-2**, incorporated herein by this reference.

7. The remainder of the Contract shall remain in full force and effect.

(Remainder of Page Intentionally Blank)

Exhibit B-2
METHOD OF PAYMENT

All billing needs to be emailed (preferred) or mailed directly to:

Email: ffessadmin@douglas.co.us

Mail:

Attention: Troy Bahr
Douglas County Facilities Management
3026 N Industrial Way
PO Box 1390
Castle Rock, CO 80109
Ph: 303.663.7707 (Main)

Total Monthly Invoicing = \$38,3661.00

Douglas County Government
Observes the following holidays,
therefore, our buildings will not be
open to the public and will not
require janitorial services on these
days.

2025 Holiday Schedule

- January 1, Wednesday – New Year’s Day
- January 20, Monday- Martin Luther King, Jr. Day
- February 17, Monday – Presidents Day
- May 26, Monday – Memorial Day
- June 19, Thursday – Juneteenth Day
- July 4, Friday – Independence Day
- September 1, Monday – Labor Day
- November 11, Tuesday – Veterans Day
- November 27, Thursday – Thanksgiving Day
- November 28, Friday – The day after Thanksgiving
- December 24, Friday – Christmas Eve – 4 Hours
- December 25, Thursday – Christmas Day

| Location | 2025 Monthly Price |
|--------------------------------|---------------------------|
| HR Sheriff | \$ 5,512.00 |
| DC Events Admin | \$ 422.00 |
| Crime Lab | \$ 1,725.00 |
| Parker Road and Bridge | \$ 1,184.00 |
| Highlands Heritage Park Office | \$ 885.00 |
| Park Meadows Center | \$ 2,637.00 |
| Wild Cat MV | \$ 890.00 |
| Phillip Miller | \$ 8,439.00 |
| Wilcox Building | \$ 5,345.00 |
| CSU Extension | \$ 890.00 |
| Public Works OPS/Fleet | \$ 1,457.00 |
| Traffic SVCS | \$ 611.00 |
| Facilities Maintenance | \$ 611.00 |
| Facilities Admin | \$ 611.00 |
| Health and Human SVCS | \$ 3,656.00 |
| Evidence Tech | \$ 500.00 |
| Historical Repository | \$ 500.00 |
| Tri County Health | \$ 896.00 |
| Elections Office | \$ 1,158.00 |
| Little White House | \$ 437.00 |
| Highlands Ranch Senior Center | \$ 618.00 |
| Totals | \$ 38,984.00 |