

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 36, SERIES 2023**

**A RESOLUTION APPROVING THE CONTRACT AMENDMENT WITH  
HS INC DBA SERVICE MASTER CLEAN FOR JANITORIAL SERVICES**

**WHEREAS**, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, the Town entered into an agreement for cleaning services for town properties on November 8, 2022; and

**WHEREAS**, the needs related to the police building cleaning and reservoir restrooms have changed; and

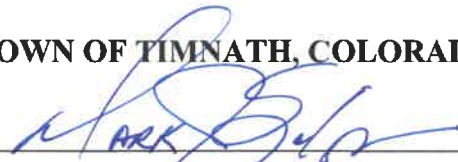
**WHEREAS**, the Town Council is familiar with the properties and finds it to be in the best interest of the Town, its residents, and the general public.


**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:**

**Section 1. Approval**

The required agreement is hereby approved for the janitorial services. The required agreements may be finalized by the Town Manager in consultation with the Legal Counsel, and other applicable staff or consultants.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MAY 9, 2023.**

**TOWN OF TIMNATH, COLORADO**  
  
\_\_\_\_\_  
Mark J. Soukup, Mayor

**ATTEST:**  
  
\_\_\_\_\_  
Milissa Peters-Garcia, CMC  
Town Clerk



**AMENDMENT TO  
INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE TOWN OF TIMNATH, COLORADO AND  
HS, INC. DBA SERVICEMASTER JANITORIAL SERVICES**

THIS AMENDMENT is made and entered into as of the 9th day of May, 2023 (the “Effective Date”), by and between the TOWN OF TIMNATH, a home-rule municipal corporation of the State of Colorado (“**Town**”), and HS, Inc. dba ServiceMaster Janitorial Solutions, a Colorado corporation (the “**Contractor**”). The Town and Contractor are collectively referred to herein as the “**Parties**”.

**RECITALS**

WHEREAS, the Parties entered into an Independent Contractor Agreement on November 8, 2022 (the “**Agreement**”);

WHEREAS, the Parties desire to amend the Agreement with respect to the compensation set forth in **Exhibit A** of the Agreement, to correct an error in the price for night cleaning the New Police Station two times per week and to add new rates for daytime cleaning of the New Police Station and Reservoir Restrooms cleaning;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**AGREEMENT**

1. Change to Compensation. The Price List labeled page 7 of **Exhibit A** of the Agreement shall be replaced with an updated Price List attached hereto and incorporated herein.
2. Prior Provisions Effective. Except as expressly modified by this Amendment, all other provisions of the Agreement shall remain in full force and effect.
3. Effective Date. The Parties agree that this Amendment shall become effective as of the Effective Date January 1, 2023 and that the revised rates shall apply to services provided after such date.
4. Counterpart Execution. This Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Amendment.

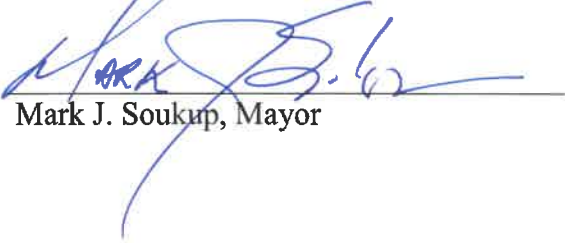
**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date set forth above. By the signature of its representative below each Party affirms that it has taken all necessary action to authorize said representative to execute this Amendment.

**TOWN:**

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado


By:



Mark J. Soukup, Mayor

**ATTEST:**

By:



Milissa Peters-Garcia, CMC  
Town Clerk

**CONTRACTOR:**

HS, Inc. dba ServiceMaster Janitorial Solutions

DocuSigned by:



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Steve Knudsen, Owner

**EXHIBIT A**  
**Updated Price List**

UPDATED MAY 9, 2023

	Town of Timnath Task Schedule			ServiceMASTER Suggested Task Schedule		
	Hours Budgeted per cleaning	Monthly cost of 1x a week	Monthly cost of 2x a week	Hours Budgeted per cleaning	Monthly cost of 1x a week	Monthly cost of 2x a week
Timnath Town Center	20	\$2,773	\$5,380	10.25	\$1,421	\$2,558
Timnath Public Works	6	\$832	\$807	4	\$555	\$998
New Police Station (approx) \$32/hr Night Clean	27.5	\$3,813	\$7,398	13	\$1,803	\$3,497
New Police Station (approx) \$45/hr Day Clean	27.5	\$5,363	\$10,403	13	\$2,535	\$4,618
	Cleaning 1x Quarter		Cleaning on demand			
	Hours Budgeted	Price	Hours Budgeted	Price		
Vacant Building 4104 Main	6	\$330	7.5	\$413		
Wildwing house	9	\$495	11.25	\$619		
Home 4201 Main	9	\$495	11.25	\$619		
Home 5125 4th	5	\$275	6.25	\$344		
	Hours Budgeted per cleaning	Monthly cost of 3x Week	Monthly cost of 2x Week	Monthly cost of 1x Week	1x Week Year Round building	
Community Park RR	2	\$1,170	\$780	\$390	included in 1x service	
Reservoir RR	2		\$600	\$350		
Type of Cleaning	Hourly Rate					
Weekday Evening Janitorial	\$32					
Weekend Evening Janitorial	\$45					
Day Janitorial cleaning	\$45					
On demand/quarterly daytime Janitorial	\$55					
Daytime Graffiti/Vandalism Cleaning	Hourly Rate					
Initial 1 hour of work	\$300					
additional hours billed at	\$50					
24/7 Cleaning/Flood/Fire/board-up						
Base Call	\$325					
Hourly rate	125					