

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 43, SERIES 2025**

**A RESOLUTION APPROVING FIFTH AMENDMENT TO THE INDEPENDENT
CONTRACTOR AGREEMENT BETWEEN THE TOWN OF TIMNATH, COLORADO
AND HS, INC. DBA SERVICEMASTER JANITORIAL SOLUTIONS**

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, attached hereto as Exhibit A is the Fifth Amendment to Independent Contractor Agreement between the Town of Timnath, Colorado and HS, Inc. dba ServiceMaster Janitorial Services; and

WHEREAS, the Parties entered into an Independent Contractor Agreement on November 8, 2022 (the "**Agreement**"), as amended by that certain Amendment dated on or around March 7, 2023, as amended by the Second Amendment dated on or around February 12, 2024, and as amended by the Third Amendment dated on or around April 28, 2024, and amended by the Fourth Amendment dated January 1, 2025;

WHEREAS, the Parties desire to amend the Agreement with respect to the Price List set forth in **Exhibit A** of the Agreement to include the cleaning services for Wildwing Park and increasing cleaning for Timnath Reservoir to two times a month April through October; and

WHEREAS, the Town Council is familiar with the Agreement 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 FOLLOW:

Section 1. Approval

The Amendment is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Finance Director and Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 10, 2025.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, MMC

Town Clerk



EXHIBIT A

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

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

THIS AMENDMENT is made and entered into as of this 1st day of April, 2025, 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**”), as amended by that certain Amendment dated on or around March 7, 2023, as amended by the Second Amendment dated on or around February 12, 2024, and as amended by the Third Amendment dated on or around April 28, 2024, and amended by the Fourth Amendment dated January 1, 2025;

WHEREAS, the Parties desire to amend the Agreement with respect to the Price List set forth in **Exhibit A** of the Agreement to include the cleaning services for Wildwing Park and increasing cleaning for Timnath Reservoir to two times a month April through October;

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. Amended Exhibit A. The Task List and Price List set forth on pages 6 and 7 of **Exhibit A** of the Agreement is amended and replaced with the updated task list and rate sheet for janitorial services attached hereto and incorporated herein, increasing the frequency of cleaning services for the Timnath Reservoir to two times per month from April through October increasing the cost from \$373.00 to \$508.25 per month for Timnath Reservoir and adding \$780.00 per month and cleaning services for Wildwing Park.

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 April 1, 2025 and shall apply to services provided after April 1, 2025.

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 original and binding upon the signatories to this Amendment.


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: 
Aaron Adams (Jun 19, 2025 11:00 MDT)
Aaron Adams, Town Manager

ATTEST:

By: 
Milissa Peters-Garcia, MMC
Town Clerk

APPROVED AS TO LEGAL FORM:

By: 
Carolyn R. Steffl, Town Attorney

**HS, INC DBA SERVICEMASTER
JANITORIAL SOLUTIONS:**

a Colorado Corporation

By: 
Steve Knudsen (Jun 13, 2025 14:25 MDT)
Name: Steve Knudsen
Title: Owner



Custom solutions. *Reliable Service.*

We keep your needs in mind while
our expertise is at work

PREPARED FOR:

Timnath

Lisa Gagliardi

Town of Timnath

	Location Name	Monthly Price	Times Per Week	Street Address
CS1153	Timnath Public Works	\$1,092.00	2	4800 Goodman Street
CS5633	Timnath Town Center	\$ 2,727.00	2	4750 Signal Tree Drive
CS5976	Timnath New PD station	\$ 3,300.00	2	5601 E. Harmony Road
CS5980	Timnath Community Park	\$ 836.00	2	5500 Summerfields Pkwy
CS6016	Timnath Wild Wing Park	\$ 780.00	2	221 South County Road 1
CS5983	Timnath Reservoir	\$ 508.25	2-April-Oct 1-Nov-March	5824 County Road 40

General Janitorial (Town center / Police Station/ Public Works)

1. Office areas, Conference Rooms, Hallways and Entry Ways
 - a. SPOT vacuum all carpeted floors completely, move furniture (chairs and other small items) AS NEEDED and put back in place, with a HEPA vacuum.
 - b. Empty, wipeout and disinfect all trash cans and replace trash bags in containers AS NEEDED.
 - c. Wet mop all appropriate areas AS NEEDED.
 - d. Clean entrance door glass-interior and exterior.
 - e. SPOT Clean interior and exterior of glass in public waiting areas (Town Administrative Building). Full waiting area window cleaning semi-annually
 - f. Thoroughly clean all door saddles of dirt and debris AS NEEDED.
 - g. Disinfect all doorknobs.
 - h. Wet clean all open areas on desktops AS NEEDED.
 - i. Dust partitions, windowsills, pictures, office equipment, counters, chairs, shelves, walls and any all-other horizontal surfaces not listed with treated dust clothes AS NEEDED.
 - j. Clean, sanitize, and polish drinking fountains.
2. Restrooms
 - a. Restock all restrooms with supplies from stock, toilet tissue and hand soap as necessary.
 - b. Wash and polish all mirrors, dispensers, faucets, flushometers, and bright work with non-abrasive disinfectant cleaners AS NEEDED.
 - c. Wash and sanitize all toilets, toilet seats, urinals, sinks and countertops.
 - d. Remove stains; descale toilets, urinals, and sinks, as needed.
 - e. Mop all restroom floors with disinfectant and germicidal solution.
 - f. Empty and sanitize all waste receptacles AS NEEDED.
 - g. Remove restroom trash.
 - h. Clean fingerprints and marks from walls, partitions, glass, aluminum, and light switches. Graffiti may not be able to be removed and is available as an additional special service.

- i. Maintenance showers to be cleaned and sanitized AS NEEDED. (if applicable)

3. Kitchen/Break Area

- a. Restock kitchen with supplies from stock, including paper towels, kitchen towels and hand soap as necessary.
- b. Wash and polish faucets and sink basins with non-abrasive disinfectant cleaners
- c. Wash and sanitize all countertops.
- d. Mop kitchen floors with disinfectant and germicidal solution.
- e. Empty and sanitize all waste receptacles AS NEEDED.
- f. Remove kitchen trash.
- g. Clean and sanitize water dispensers.
- h. Clean inside of microwave.

Janitorial Task Schedule for Wildwing Reservoir Community Park

1. Restrooms

- a. Restock all restrooms with supplies from stock, toilet tissue and hand soap as necessary.
- b. Wash and polish all mirrors, dispensers, faucets, flushometers, and bright work with non-abrasive disinfectant cleaners AS NEEDED.
- c. Wash and sanitize all toilets, toilet seats, urinals, sinks and countertops.
- d. Remove stains; descale toilets, urinals, and sinks, as needed.
- e. Mop all restroom floors with disinfectant and germicidal solution.
- f. Empty and sanitize all waste receptacles AS NEEDED.
- g. Remove restroom trash.
- h. Clean fingerprints and marks from walls, partitions, glass, aluminum, and light switches.
Graffiti may not be able to be removed and is available as an additional special service.
- i. Maintenance showers to be cleaned and sanitized AS NEEDED. (if applicable)