

Fifth Amendment to Agreement for General Services

This Fifth Amendment to Agreement for General Services (the "Fifth Amendment") is made and entered into this 13th day of January, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and KG Facility Solutions, Inc., an independent contractor with a principal place of business at 11005 Dover Street, Suite 200, Westminster, CO 80021 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on December 15, 2021, the Parties entered into an Agreement for General Services (the "Agreement"); and

Whereas, the Parties have amended the Agreement on four prior occasions; and

Whereas, the Parties wish to amend the Agreement again as set forth herein.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Work. Exhibit A to the Agreement is hereby amended by the inclusion of the following additional items in the Scope of Work:

Additional Services:

<u>Facility</u>	<u>Per Week</u>	<u>Per Year</u>
Town Hall – including expansion	5 nights	12 months
Leon A. Wurl Service Trailer	1 night	12 months

2. Compensation. Exhibit B to the Agreement is hereby amended to increase the maximum amount of compensation to \$337,739.72, allocated as follows:

Original Contract Amount:	\$211,090.80
1 st Amendment:	\$ 34,553.64
2 nd Amendment:	\$ 26,369.32
3 rd Amendment:	\$ 1,625.00
4 th Amendment	\$ 17,892.64
5 th Amendment	\$ 46,208.32
Total New Contract Amount	\$337,739.72

3. Remainder of Agreement. Except as expressly modified herein, the Agreement, as amended by the prior amendments, shall remain in full force and effect.

In Witness Whereof, the Parties have executed this Fifth Amendment as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2026, by _____ as _____ of _____.

My commission expires:

(Seal)

Notary Public