### ADAMS COUNTY, COLORADO AMENDMENT TWO 2019.600 FOR FIRE ALARM TESTING, SERVICE, AND REPAIR

THIS AMENDMENT TWO TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2016.714 is entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2019, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Systems Group, located at 800 East 64<sup>th</sup> Avenue Unit 17, Denver, Colorado 80229, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

#### RECITALS

WHEREAS, on December 12, 2016, the County entered into a Professional/Purchase of Service Agreement 2016.714 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term and add costs.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

- 1. The Service Agreement is hereby amended to extend the term of the Agreement for one additional year, through December 31, 2019.
- 2. The fee schedule shall be \$82,897.00.
- 3. The Service Agreement and this Amendment Two contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment Two, the terms, conditions, and provisions of this Amendment Two shall control.
- 4. The Recitals contained in this Amendment Two are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
- This Amendment Two may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute Two and the same agreement.
- 6. Nothing expressed or implied in this Amendment Two is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment Two by and on behalf

of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

- 7. If any provision of this Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of the Amendment Two shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
- 8. Each party represents and warrants that it has the power and ability to enter into this Amendment Two, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO COUNTY MANAGER  Raymond H. Gonzales	2 4 G Date
SYSTEMS GROUP	
Debaroh A. Ballman	Managing Member Print Title
Signature Scumon	1/24 19 Date
ATTEST: JOSH ZYGIELBAUM CLERK AND RECORDER	APPROVED AS TO FORM:
Ellannak Deputy Clerk	County Attorney

800 Eust 64° Avenue, #17 Denver, CO 80229 Phone: (303) 296-7980 Fax: (303) 65**0**-5667

fire Atarm . Mass Netitiontion Access Control CCTV Itulio Amplification Ous Dateotton Security Intrusion Date: Monday, January 21, 2019 To: Adams County Facility Operations Systems Group From: 4430 South Adams County Parkway 800 East 64th Ave, Unit 17 Brighton, CO 80601 Denver, CQ 80229 Contact: Shawn Hartmann Contact: Katie Asbury Telephone: 720-523-6279 Telephone: (303) 298-7900 E-mail: Katie@systemsgroup.us Price is being submitted with current material pricing criteria. If, in the event of any unforeseeable world or local shortages, or any pricing increase beyond the control of SG's, General Contractor shall mitigate the impact of such price increases by prepaying or pre-purchasing materials or supplies in quantity and manner mutually agreeable to Coneral Contractor and Client/Customer. Materials experiencing a price increase of greater than 10% of the documented cost at the time of signing Subcontract, SG shall be reimbursed the difference in material costs. Owner/General Contractor will pay for all materials drop shipped or stored on job site with no retention withheld throughout the normal billing draw cycle. Labor and warrenty work is based on normal business hours, excluding weekends and holidays. PROJECT: Adams County - Fire Life Safety Testing and Inspection and Monitoring Proposal 2019-2020 (See Exhibit A for Scope of Work on Page 3) EXCLUSIONS Correction of existing conditions. 2. All painting and patching. 3. Any work not specifically included on the proposal. SEE ADDITIONAL TERMS ON PAGE 2 Systems Group hereby agrees to the terms of The Contractor, Client/Customer hereby agrees this Proposal/Subcontract including those set to the terms of this Proposal/Subcontract out on the reverse hereof and that this is the Unless withdrawn this including those set out on the reverse hereof and that this is the entire agreement. entire agreement. Proposal/ Subcontract must be signed and received by Systems Group Client/Customer Print or Type Name of Contractor Print or Type Name of Client/Customer (30) days of the Date Issued set out above for the pricing to remain valid. If a bond is Signature Signature required, add 2.5% to the bid price. Katle Asbury/Account Manager Print or Type Name and Title Print or Type Name and Title Monday, January 21, 2019

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800 East 64" Avenue, #17 Denver, CO 90229 Phone: (303) 298-7900 Fax: (303) 650-5667

Fire Alarms

Meas Notification

Security

Access Control

Intrusion

CCTV

Radio Amplification

7. Gas Detection

### EXHIBIT A

### **OUR PROPOSAL INCLUDES:**

- 1.) Fire alarm and sprinkler system service and testing to be performed per NFPA-25 and -72 guidelines.
- 2.) Fire alarm monitoring.
- 3.) Pricing is based on one year annual fees unless otherwise written.
- 4.) Contract shall include the following:

### FIRE ALARM SYSTEM TESTING

- -One (1) functional test of all accessible equipment. (Excluding duct detectors from an eight foot (8') ladder at the time of test unless otherwise listed in this proposal. Duct Detectors will be tested by remote test station unless otherwise specified.) (See Equipment List)
- -Load testing of control panel backup batteries.
- -Computer generated testing reports.

#### SPRINKLER INSPECTION

- -Perform annual visual inspection, per NFPA guidelines.
- -Perform annual main drain test on sprinkler system.
- -Provide inspection reports and tag riser.

#### FIRE ALARM SYSTEM MONITORING

- -Provide monitoring services for existing fire alarm system.
- -Two (2) telephone lines to be provided by others.
- -Billed annually. (Invoice will be e-mailed out with in the first mouth of service)

#### ADDRESS AND LOCATION NAMES:

Adams County Animal Shelter 10705 Fulton Street Fire Alarm Monitoring - \$300.00 per year Inspection - \$395.00 per year

Adams County Coroner
330 N 19th Avenue
Fire Alarm Monitoring - \$300.00 per year
Inspection - \$1,300.00 per year

Adams County Detection Center 150 N 19th Avenue
Monitoring - \$300.00 per year
Inspection: \$16,500.00

880 East 64\* Avenue, #17 Denver, CO 80229 Phone: (303) 298-7900 Fax: (303) 650-6607

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Gas Detection

Adams County Opportunity Center 8031 W. 1-76 Frontage Road Fire Alarm Monitoring - \$360.00 per year Elevator Monitoring - \$300.00 per year Inspection: \$1,350.00

Adams County District Attorney 1000 Judicial Center Drive Fire Alarm Monitoring - \$300.00 Elevator Monitoring - \$300.00 Inspection: \$1,165.00

Adams County Flat Rock Training Center 23600 E 128th Avenue Fire Alarm System Monitoring - \$300:00 per year Inspections - \$475.00 per year

Adams County Government Center
4430 S Adams County Parkway
Elevator Monitoring - \$300.00 per year
Fire Alarm Monitoring - \$300.00 per year
Security Alarm Monitoring - \$300.00 per year
Rescue Assistance Monitoring - \$2,400.00 per year
Inspection - \$8,250.00 per year

Adams County Facility Mgmt Shop 1927 E Bridge Street Fire Alarm Monitoring - \$300.00 per year Inspection - \$800.00 per year

Adams County Honnen Building 7111 E 56th Avenue Fire Alarm Monitoring - \$300.00 per year Inspection - \$1,200.00 per year

Adams County Human Services
11860 Pecos Street
Rescue Assistance Monitoring - \$300.00 per year
Elevator Monitoring - \$900.00 per year
Fire Alarm System Monitoring =- \$300.00 per year
Inspection - \$7,500.00 per year

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Adams County Human Services (old) 7190 Colorado Blvd. Elevator Monitoring - \$300.00 per year Fire Alarm System Monitoring = \$300.00 per year Inspection - \$5,937,00 per year

Adams County Justice Center 1100 Judicial Center Drive Elevator Monitoring - \$900.00 per year Fire Alarm Monitoring - \$300.00 per year Inspection - \$10,000,00 per year

Adams County Parks Admin 9755 Henderson Road Fire Alarm Monitoring - 300.00 per year Elevator Monitoring - \$300,00 per year Inspection - \$3,600.00 per year

Adams County Public Works 4955 E 74th Avenue Elevator Monitoring - \$300,00 per year Fire Alarm Monitoring - \$300.00 per year Inspection - \$1,800.00 per year

Adams County Riverdale Golf Corse 13000 Riverdale Road Inspection - \$600,00 per year

Adams County Service Center 4201 E 72nd Avenue Elevator Monitoring - \$600.00 per year Fire Alarm Monitoring - \$300.00 per year Inspection - \$7,000.00 per year

Adams County Waymire Dome 9755 Henderson Road Fire Alarm Monitoring - \$300.00 per year Inspection - \$565.00 per year

Adams County Western Service Center 12200 Pecos Street Elevator Monitoring - \$300,00 per year Blevator Monitoring - \$300.00 per year Fire Alarm Monitoring - \$300.00 per year Inspection - \$1,500.00 per year

Total - \$82,897.00

800 East 64" Avenue; #17 Denver, CO 80229 Phone: (303) 298-7906 Fax: (303) 650-5607

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3.) Contract shall be an annual contract, to commence on date of acceptance. Contract may be cancelled with 30-day written notice.

### **SPECIAL PROVISIONS:**

- 1.) Customer will provide one (1) person to assist during testing for access to locked areas.
- 2.) Systems Group is not responsible for cleaning dirty smoke heads.
- 3.) Emergency service response time will be within three (3) hours of received call. (Response time may be extended due to road conditions and weather)
- 4.) Hourly service rates will be billed at \$85.00 per hour between 7:00am-5:00pm. After hours, weekends, and holidays will be billed at \$127.50 per hour.
- 5.) Accessible equipment will be from a eight foot ladder