

FOURTH AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

THIS FOURTH AMENDMENT TO PUBLIC CONTRACT FOR SERVICES (“Contract”) is made and entered into this _____ day of _____, _____, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **NATIONAL FIRE & SAFETY**, authorized to do business in Colorado (the “Contractor”). The County and the Contractor hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the Parties entered into a certain Contract (IFB #044-22) dated February 28, 2023, (the “Contract”) to provide fire prevention equipment inspection services for Douglas County Facilities, with a maximum contract amount of \$30,303.00 and term from February 1, 2023, through December 31, 2023; and

WHEREAS, the Parties have amended the contract three times to add funds for a maximum contract expenditure total amount of \$92,604.00 and extend the term through December 31, 2025; and

WHEREAS, the Parties desire to amend the Contract a fourth time by increasing the maximum contract expenditure by thirty-one thousand nine hundred ninety-eight dollars and zero cents (\$31,998.00), extending the term through December 31, 2026, and updating the payment terms; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract; and

WHEREAS, the Parties have now 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 HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED TWO DOLLARS AND ZERO CENTS (\$124,602.00)**. The funds appropriated for this Second Amendment are **THIRTY-ONE THOUSAND NINE HUNDRED NINETY-EIGHT DOLLARS AND ZERO CENTS (\$31,998.00)** for fiscal year 2026. 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 **February 28, 2023**, and terminate at 11:59 a.m. on **December 31, 2026**. 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. Add Paragraph 29 to the Contract to read:

BADGE ACCESS TO COUNTY FACILITIES: If this Contract requires access to multiple facilities within Douglas County, including law enforcement and judicial buildings such as the Douglas County Justice Center, 4000 Justice Way, Castle Rock, CO 80109, that may contain Criminal Justice Information (CJI) material, additional provisions are necessary. If applicable, Douglas County will perform prescreening background checks of successful bidders and associated personnel. In addition, successful bidders and associated personnel must pass state and federal fingerprint and background checks prior to the start of work and access to any Douglas County facility. To complete the fingerprinting and background checks, successful bidders and associated personnel must set up vendor accounts with the Colorado Bureau of Investigations (CBI): <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/new-accounts>. Depending on access requirements, the successful bidders and associated personnel may be required to sign an additional CJIS security addendum.

The successful bidder shall supply a complete list of associated personnel to Douglas County with at least two potential alternative workers who will be responsible for performing services under this contract. Only these individuals will be allowed on Douglas County premises to perform services once confirmed to have passed background checks and CJIS Training.

4. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract, First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth 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 Fourth Amendment.
5. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.

(Remainder of Page Intentionally Blank)

Exhibit A-1

Service Address: 3185 Plaza Drive, Littleton, CO 80129

| Item | Description | Freq | Annual Occurrences | Qty | Price |
|-------------|---|---------------|---------------------------|------------|--------------|
| FX-1 | Fire Extinguisher Inspection(s) | Annually | 1 | 3 | \$27.00 |
| CF-1 | Inspection Compliance Fee(s) | Annually | 1 | 3 | \$75.00 |
| FA-2 | Fire Alarm And Detection Inspection(s) | Semi-Annually | 1 | 1 | \$180.00 |
| FS-2 | Wet Fire Sprinkler System(s) Inspection | Semi-Annually | 1 | 1 | \$225.00 |
| FA-1 | Fire Alarm and Detection Inspection(s) | Annually | 1 | 1 | \$295.00 |
| FS-1 | Wet Fire Sprinkler System(s) Inspection | Annually | 1 | 1 | \$323.00 |
| FS-4 | Wet Fire Sprinkler System(s) Inspection | Quarterly | 2 | 1 | \$570.00 |