

## Contract Summary Form

OC Expediter Requisition# 1630683

Johnson Controls Fire Protection LP

### SUMMARY OF SIGNIFICANT CHANGES

- 1) Attachment A, Scope of Work, Section Inspection, Testing, Maintenance and Repair, is being partially revised to add a technician to come on County site to address corrective repairs and deficiencies.
- 2) Attachment B, Compensation and Pricing Provisions, revised to add not to exceed amounts.

### SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

### CONTRACT OPERATING EXPENSES

Contract is being renewed for the term of June 1, 2024, through May 31, 2025, in an amount not to exceed \$600,000, for a new cumulative not to exceed contract amount of \$2,002,000, as well as to partially revise Attachment A, Scope of Work, Section and Attachment B, Compensation and Pricing Provisions. This contract is renewable for one additional one-year terms.

See the attached document from the contract below which clearly details the expenses.

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of June 1, 2024 through and including May 31, 2025 in an amount not to exceed \$600,000.00 and to revise Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges to add language for the term of June 1, 2023 through and including May 31, 2024, and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT as modified herein;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

#### 1. ARTICLES

- a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

#### 2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and continue in effect from 6/1/21 through and including 5/31/25, unless otherwise terminated by County.

- b. Additional Terms and Conditions, Section 3 – Renewal, of the ORIGINAL CONTRACT is amended in its entirety as follows:
3. Renewal:  
This contract may be renewed by mutual written agreement of both Parties for one (1) additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County Board of Supervisors.
- c. Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges, of the ORIGINAL CONTRACT is amended in part as follows:

Fixed Fees

| Facility                | Inspection   | Inspections<br>Annual Cost | Inspections<br>Quarterly Cost | Inspections<br>Semi-Annual<br>Cost |
|-------------------------|--|----------------------------|-------------------------------|------------------------------------|
| Theo Lacy Jail Facility | Fire Alarm test and inspect with smoke detector cleaning and sensitivity + 24/7 Fire alarm labor only, no parts coverage | \$234,716.38               | \$58,679.07                   | \$0                                |
|                         | Fire Sprinkler test and inspect only (wet)   | \$32,635.74                | \$8,158.94                    | \$0                                |
|                         | Fire sprinkler test and inspect only (standpipe + Hose)  | \$1,964.00                 | \$0                           | \$0                                |
|                         | Fire sprinkler test and inspect only (Deluge system)   | \$0                        | \$0                           | \$0                                |
|                         | Fire sprinkler test and inspect only (Dry standpipe)   | \$1,123.00                 | \$280.75                      | \$0                                |
|                         | Fire Hydrant test and inspect only   | \$854.00                   | \$0                           | \$0                                |
|                         | Fire Alarm Mechanical/Smoke control system – Test and inspect only   | \$12,515.63                | \$0                           | \$0                                |
|                         | Special Hazard test and inspect  | \$2,875.00                 | \$0                           | \$1,437.50                         |
|                         | Fire Sprinkler Test and Inspect only (Pre-Action Systems)  | \$2,809.00                 | \$702.25                      | \$0                                |
|                         | Totals:  | \$289,492.65               | \$67,821.01                   | \$1,437.50                         |

| 5 Year Certifications   | Inspection Costs |
|---|------------------|
| Theo Lacy Jail Facility Wet Sprinkler (Includes wet risers, hydrants, Deluge system and Pre-Action) | \$0              |
| Theo Lacy Jail Facility Dry Standpipe (Subcontracted)   | \$0              |

| System Monitoring       | Monthly Fee |
|-------------------------|-------------|
| Theo Lacy Jail Facility | \$0         |

As-Needed Additional Services

| Labor                                     | Rate                                     | Sprinkler Fitter/Suppression Hourly Rate                         | Fire Technician Hourly Rate                                   |
|---|--|--|---|
| Labor Rate – Repairs Regular              | Monday - Saturday 8:00 a.m. to 5:00 p.m. | \$313.02 per hour  | \$395.16.00 per hour  |
| Labor Rate – Repairs After Hours          | Monday – Saturday 5:01 p.m. to 7:59 a.m. | \$469.53.00 per hour with 2 hour minimum + \$221.00 truck charge | \$592.74 per hour with 3 hour minimum + \$221.00 truck charge |
| Labor Rate – Repairs Sundays and Holidays | 12:00 a.m. to 11:59 p.m.                 | \$469.54 per hour with 4 hour minimum + \$221.00 truck charge    | \$790.32 per hour with 4 hour minimum + \$221 truck charge    |

Contract shall not exceed \$600,000.00 for the term of June 1, 2024 – May 31, 2025

Additional services not specifically quoted under Fixed Fees or included in the scheduled services stated above shall be quoted separately against this Contract to include a detailed breakdown of labor and material and shall be approved by the County Project Manager or designee. Labor and material shall be quoted in accordance with the rates listed in this contract.

Labor hours shall be charged on the basis of actual time spent on each job, not portal to portal basis, and shall be computed to the nearest one quarter (1/4) hour.

Labor rates shall include all direct and indirect expenses including travel and overhead expenditures.

After hour rates shall not be paid on non-emergency response request unless specifically authorized by the County Project Manager.

#### Materials

Materials shall be charged at base cost plus mark-up of 30%. The County reserves the right to purchase repair parts independently.

1. Material cost will be paid based on actual cost to the Contractor.
2. All material items used for each location shall be listed on the invoice.
3. Copies of the actual purchase invoice or internal documentation show base cost for each item costing greater than \$200 shall be attached to the invoice. County reserves the right to reject material costs not submitted with original purchase invoice.

#### Equipment

Specialty equipment, including but not limited to various types of lift equipment, shall be reimbursable upon County approval of acceptable quote.

1. In the event equipment requires outside rental equipment, rental cost shall be paid based on actual invoice cost to the Contractor.
2. All approved equipment rentals used shall be itemized on the invoice.

3. Copies of original itemized rental invoice shall be attached to corresponding contractor invoice. County reserves the right to reject equipment rental costs not submitted with corresponding detailed original rental receipt.