

AMENDMENT NUMBER ~~ONE~~TWO
 TO
 CONTRACT MA-060-21011200
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 JOHNSON CONTROLS FIRE PROTECTION LP

This AMENDMENT NUMBER ~~ONE~~TWO to Contract Number MA-060-21011200 (hereinafter “AMENDMENT NUMBER ~~ONE~~TWO”) between the County of Orange, a political subdivision of the State of California with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703 (hereinafter “COUNTY”) and Johnson Controls Fire Protection LP (hereinafter “CONTRACTOR”) with a place of business at 12728 Shoemaker Ave., Santa Fe Springs, CA 90670, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed Contract Number MA-060-21011200 on June 1, 2021, for a two (2) year term of June 1, 2021 through and including May 31, 2023, in an amount not to exceed \$800,000.00, renewable for three (3) additional one (1) year terms (hereinafter “ORIGINAL CONTRACT”); and

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ amended the ORIGINAL CONTRACT on June 6, 2023 to increase by \$80,000 for the term of June 1, 2021 through and including May 31, 2023, for a new not to exceed amount of \$880,000.00; ~~WHEREAS, COUNTY~~ as well as ~~desires to~~ renewed the ORIGINAL CONTRACT for a one (1) year term of June 1, 2023 through and including May 31, 2024 in an amount not to exceed \$522,000.00 and to revise Attachment A, Scope of Work, Section Inspection, Testing, Maintenance, and Repair, and Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges (hereinafter “AMENDMENT NUMBER ONE”); and

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 5/31/24~~5~~, 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 ~~two~~ ~~one~~ (2) 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.

- ~~e. Attachment A, Scope of Work, Section Inspection, Testing, Maintenance, and Repair, of the ORIGINAL CONTRACT is amended in part as follows:~~

~~Inspection, Testing, Maintenance and Repair~~

- ~~13. Contractor shall have technician on schedule a minimum of one day per week to address corrective repairs and deficiencies found during inspections to including, but not limited to, clearing, resolving, and diagnosing alarms and system deficiencies and error codes.~~

- c. Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges, of the ORIGINAL CONTRACT is amended in part as follows:

~~Contract shall not exceed \$880,000.00 for initial two (2) year term.~~

~~June 1, 2021 – May 31, 2022 \$400,000.00~~

~~June 1, 2022 – May 31, 2023 \$480,000.00~~

~~Contract shall not exceed \$522,000.00 for the term of June 1, 2023 – May 31, 2024~~

Fixed Fees

Facility	Inspection	Inspections Annual Cost	Inspections Quarterly Cost	Inspections Semi-Annual 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.
2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~ONE~~ TWO to ORIGINAL CONTRACT MA-060-21011200.

*Contractor: Johnson Controls Fire Protection LP

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: Johnson Controls Fire Protection LP

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy