

**AMENDMENT NUMBER ONE
TO MAINTENANCE SERVICES AGREEMENT
WITH
JOHNSON CONTROLS FIRE PROTECTION LP**

This Amendment Number One ("Amendment") is made and entered into as of the 17th day of April, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and JOHNSON CONTROLS FIRE PROTECTION LP, a Delaware limited partnership registered to do business in California ("Contractor").

WHEREAS, City and Contractor entered into a Maintenance Services Agreement dated April 18, 2019 for Contractor to provide fire, life, and safety testing and inspection services (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of one (1) year, with the option to extend the Agreement for three (3) additional one (1) year periods; and

WHEREAS, City and Contractor desire to extend the term for one (1) year, through April 17, 2021; and

WHEREAS, City and Contractor desire to modify the Scope of Services as set forth herein; and

WHEREAS, City desires to increase Contractor's maximum annual compensation accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the Agreement shall be extended through April 17, 2021.
2. The Scope of Services shall be amended to remove all testing and inspection services relating to the City of Costa Mesa Neighborhood Community Center. The Scope of Services shall be further amended to add the additional services relating to the new Lions Park Library as set forth in Exhibit "A," attached hereto and incorporated herein by this reference.
3. Section 2.1 of the Agreement shall be amended to reflect that Contractor's annual compensation shall not exceed Forty-Five Thousand Nine Hundred Fifty-Three Dollars and Seventy-Five Cents (\$45,953.75). Contractor shall be paid in accordance with the fee schedules set forth in the Agreement and Exhibit A to this Amendment.
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
5. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

[Signature]
Asst. City Manager

Date: 6/30/20

CONTRACTOR

[Signature]
Signature

Date: 6/1/2020

Kathleen Nielsen, Total Service Manager
Name and Title

ATTEST:

Brenda Green 7/1/2020
City Clerk



APPROVED AS TO FORM:

[Signature]
City Attorney

Date: 6/29/20

APPROVED AS TO INSURANCE:

[Signature]
Risk Management

Date: 6/19/20

APPROVED AS TO CONTENT:

Battista for DL
Project Manager

Date: 6/23/20

DEPARTMENTAL APPROVAL:

Reja Sefurum
Public Services Director

Date: 6-23-2020

APPROVED AS TO PURCHASING:

Clare
Budget and Purchasing Manager

Date: _____

EXHIBIT A
ADDITIONAL SERVICES



Johnson Controls Fire Protection

Sourcewell - Formerly Known As NJPA #031517-SGL



Sourcewell Customer:
Site Name:
Street Address:
City, State, Zip

City of Costa Mesa
The Lions Park
1855 Park Ave.
Costa Mesa, CA 92627

CCA Use Only:
NJPA Region Code#
AR#
Ship to Customer #
Bill to Customer #
NJPA Rev 1 Effective "Date"
Annual Contract Value: \$3,101.00

NJPA Member #: 2173
Sales Representative: Maria Ramirez #217273
Contract Period Begin and End Date: 04//01/20 Thru 03/31/21

Pricing Breakout by Product Line & Inspection Information

Fire Alarm (Test & Inspect)

Table with columns: Make/Model, Quantity, and various fire alarm components like Fire Panel(s), Pull Stations, Smoke Detectors, etc.

\$0.00
Annual Cost \$3,101.00

Monitoring

Table with columns: Quantity and Monitoring services like Single building fire alarm service, Multi building applications, etc.

\$0.00
\$0.00

Inspect Frequency: Annual
Inspect Month(s): July

W/T Frequency:
Annual
Annual

MONITORING:

By ordering this service you are agreeing to the Master Monitoring Terms and Conditions applicable with this contract. These terms can be referenced in the monitoring tab below.

Sprinkler System (Test & Inspect)

Table with columns: Quantity and Sprinkler system components like Wet Risers, Dry Risers, Dry Sprinkler Trip Test, etc.

Inspect Frequency:
Inspect Month(s):

Annual
Annual
Annual
Annual
Annual

Anti-Freeze Loops	0
Fire Pump	0
Monthly Pump Run (each)	0
Private Fire Hydrants	0
Backflow Preventer (Sprinkler, Domestic, Irrigation)	0
Backflow preventer: LA, IN, MN, MD, IL, MO, MI	0
Monthly Valve Inspections	0
Optional Sprinkler Standard Labor Coverage	No
After-Hours Sprinkler Inspection	No

Monthly
Monthly

	\$0.00
Annual Wet Sprinkler Cost	\$0.00
	\$0.00
Annual Dry Sprinkler Cost	\$0.00
	\$0.00
Annual Anti-Freeze Cost	\$0.00
	\$0.00
Annual Backflow Cost	\$0.00
	\$0.00
Annual Deluge Cost	\$0.00
	\$0.00
Annual Fire Hose Cost	\$0.00
	\$0.00
Annual Fire Pump Cost	\$0.00
	\$0.00
Annual Pre-Action Cost	\$0.00
	\$0.00
Annual Standpipe Cost	\$0.00
	\$0.00
Annual Fire Hydrant Cost	\$0.00

Special Hazards (Test & Inspect)

	Quantity:		Inspect Frequency:	Inspect Month(s):
FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices)	0			
Panel	0			
Clean Agent System additional cylinder less than 350lbs	0			
Clean Agent System additional cylinder greater than 350lbs	0			
SmokeDetectors - Test & Inspect	0			
SmokeDetector - Cleaning	50%			
SmokeDetector - Sensitivity	50%			
Heat Detectors	0			
Pull Stations	0			
Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid)	0			
Subfloor Detector - Test & Inspect	0			
Subfloor Detector - Cleaning	50%			
Subfloor Detector - Sensitivity	50%			
Audio/Visual	0			
Abort	0			
		\$0.00		
Annual Cost		\$0.00		

Extinguishers (Test & Inspect)

	Quantity:		Inspect Frequency:	Inspect Month:
ABC Portable Units	0			
Clean Agent, Halon	0			
CO2/K-Class	0			
Water - stored pressure	0			
Wheeled Unit - stored pressure	0			
Nevada (Includes parts and chemicals)	0			
Optional Platinum (parts, recharge, service)	No			
		\$0.00		
Annual Cost		\$0.00		

Emergency Lighting (Test & Inspect)

	Quantity:		Inspect Frequency:	Inspect Month:
Emergency Lights with Battery Pack	0			
Exit Lights with Battery Pack	0			
Optional Platinum Coverage	No			
		\$0.00		
Annual Cost		\$0.00		

Kitchen Hoods (Test & Inspect)

Hood System (incl test & inspection of 1 tank & up to 3 links)
Additional Tanks
Additional Links
Optional Platinum Coverage

Quantity:
0
0
0
No

Inspect Frequency:
Semi-Annual

Inspect Month(s):
July/January

Annual Cost

\$0.00
\$0.00

Emergency Shower / Eyewash Stations (Test & Inspect)

Initial Shower / Eyewash Station
Eash Additional
Additional Hours for Training or to meet Monthly Requirements

Quantity:
0
0
0

Inspect Frequency:
Annual

Inspect Month(s):

Annual Cost

\$0.00
\$0.00

Closed Circuit Television (Test & Inspect)

Multiplexer
Camera's (Indoors)
Camera's (Outdoor)
Monitors
Input Switcher
Lense Cleaning
Pan/Tilt
Controller
Heater/Blower
Battery Testing /Per Battery

Quantity:
0
0
0
0
0
0
0
0
0
0

Inspect Frequency:
Annual

Inspect Month(s):

Annual Cost

\$0.00
\$0.00

Viakoo for CCTV

Viakoo Predictive™ per camera/encoder
Viakoo Preemptive™ per Camera/encoder
Viakoo Proactive™ Per camera/encoder
Standard Labor Coverage (M-F, 8 to 5)
24/7 Labor Coverage

Quantity:
0
0
0
No
No

Service Frequency:
Annual
Annual
Annual
8-5 Standard Coverage
24/7 Labor Coverage

Additional Tech Time

0

Service Type:
Sprinkler

\$0.00
\$0.00
\$0.00

Additional Parts Coverage include Battery Replacements

\$0.00
\$0.00
\$0.00

Annual Recurring Cost:

\$3,101.00 Date: _____

Customer Signature: _____

