

-CITY OF PALO ALTO CONTRACT NO. C23187159

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the 3rd day of April, 2023, by and between the **CITY OF PALO ALTO, a California chartered municipal corporation ("CITY")**, and **JOHNSON CONTROLS FIRE PROTECTION LP, a Delaware Corporation**, located at 6952 Preston Ave., Livermore, CA 94551 Telephone Number: (925) 273-0100 ("**CONTRACTOR**"). In consideration of their mutual covenants, the parties hereto agree as follows:

- 1. SERVICES. CONTRACTOR shall provide or furnish the services (the "Services") described in the Scope of Services, attached at Exhibit A.**
- 2. EXHIBITS. The following exhibits are attached to and made a part of this Agreement:**

- ☒ "A" - Scope of Services
- ☒ "B" - Schedule of Performance
- ☒ "C" – Schedule of Fees
- ☒ "D" - Insurance Requirements
- ☒ "E" – DIR Registration for Public Works Contracts
- ☒ "F" – Claims for Public Contract code Section 9204 Public Works Projects
- ☒ "G" - Performance and/or Payment Bond

CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED.

- 3. TERM.**
The term of this Agreement is from June 1, 2023 to May 30, 2026 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions.
- 4. SCHEDULE OF PERFORMANCE. CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.**
- 5. COMPENSATION FOR ORIGINAL TERM. CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:**

- ☐ A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of Four Hundred Twenty-Three Thousand Eight Hundred Thirty dollars (\$423,830.).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- ☒ CITY has set aside the sum of Forty-Two Three Hundred Eighty-Three dollars (\$42,383.) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize, and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

6. COMPENSATION DURING ADDITIONAL TERMS.

- ☐ CONTRACTOR'S compensation rates for each additional term shall be the same as the original term; **OR**
- ☒ CONTRACTOR's compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

7. CLAIMS PROCEDURE FOR "9204 PUBLIC WORKS PROJECTS". For purposes of this Section 7, a "9204 Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. Public Contract Code Section 9204 mandates certain claims procedures for Public Works Projects, which are set forth in "Appendix __ Claims for Public Contract Code Section 9204 Public Works Projects".

☒ **This project is a 9204 Public Works Project** and is required to comply with the claims procedures set forth in Appendix __, attached hereto and incorporated herein.

OR

☐ **This project is not a 9204 Public Works Project.**

8. INVOICING. Send all invoices to CITY, Attention: Project Manager. The Project Manager is: Dennis Huebner, 3201 E Bayshore Road., Palo Alto, CA 94303 Dept.: Public Works Department, Facilities Management, Telephone: (650)496-6970, Email: Dennis.Huebner@CityofPaloAlto.org. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt. Payment of invoices will be done by Electronic Fund Transfer (EFT). Invoicing disputes must be identified in writing within twenty (21) days of the invoice date. Payments of any disputed amounts are due upon resolution. Failure to make payments when due will give CONTRACTOR, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend software licenses, require go-forward cash in advance payment and/or terminate this Agreement; and (ii) charge City interest on the amounts unpaid at a rate equal to the lesser of one and half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full.

GENERAL TERMS AND CONDITIONS

- A. **ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 8 above, these general terms and conditions and the attached exhibits.

- B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.
- C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.
- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. PALO ALTO MINIMUM WAGE ORDINANCE.** CONTRACTOR shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONTRACTOR shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONTRACTOR shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.
- H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any

damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.

- I. **I. WARRANTIES.** CONTRACTOR warrants that the equipment (as opposed to any software) furnished by CONTRACTOR is free from defects in materials and workmanship for a period of ninety (90) days from the date of completion of the installation by CONTRACTOR; provided, however, that if the equipment is not manufactured by CONTRACTOR and is covered under a manufacturer's warranty for a shorter period, CONTRACTOR's warranty will be limited to the term of the manufacturer's warranty (the "Warranty Period"). If during the Warranty Period, any part of the equipment does not function as warranted and provided, as a condition precedent, that the Customer notifies CONTRACTOR during the Warranty Period, CONTRACTOR will determine, at its sole discretion, to either i) repair the equipment; or ii) replace it with a new or functionally operative part. CONTRACTOR warrants that services will be performed in a good and workmanlike manner during the Warranty period. If services are not performed as warranted and CONTRACTOR is notified as a condition precedent, in writing by the Customer within the Warranty Period, CONTRACTOR will re-perform the non-conforming services. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. All other warranties are expressly disclaimed and waived. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING CONTRACTORS' NEGLIGENCE, IS REPAIR OR REPLACEMENT OR AS SPECIFIED ABOVE.** CONTRACTORS' warranties will be voided by misuse, accident, damage, abuse, alteration, modification, failure to maintain proper physical or operating environment, use of unauthorized parts or components, improper Customer maintenance or repair by Customer or third parties without the supervision of and prior written approval of CONTRACTOR, or if CONTRACTORS' serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the Equipment to CONTRACTOR in writing.
- J. **MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.

- K. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- L. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement and shall maintain such books and records at its district office located at 6952 Preston Ave, Livermore, CA 94551. Notwithstanding the foregoing, audits are limited to records kept at CONTRACTOR'S district office and will only be done during normal business hours (9am-5pm, Monday through Friday).
- M. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- N. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best's Key Rating of A-:VII or higher and which are otherwise acceptable to CITY's Risk Manager. In addition, all endorsements certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of insurance together with the required endorsements to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.

- O. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section N relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, third-party claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution, but only to the extent such damages, injuries, losses and expenses are caused by the negligent acts or willful misconduct of CONTRACTOR in fulfilling its obligations under this Agreement. CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent act or omission of CITY, except that CONTRACTOR shall not be obligated to indemnify for liability arising from the negligence or willful misconduct of CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement. **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL CONTRACTOR AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CITY (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: CONSEQUENTIAL DAMAGES.**
- P. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.
- Q. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.

- R. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to CONTRACTOR's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.
- S. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY.
- T. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. CONTRACTOR agrees to advise CITY if any conflict arises.
- U. GOVERNING LAW.** This Agreement shall be governed and interpreted by the laws of the State of California.
- V. ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.

W. NON-APPROPRIATION. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

X. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONTRACTOR shall comply with CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Division, which are incorporated by reference and may be amended from time to time. CONTRACTOR shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONTRACTOR shall comply with the following zero waste requirements:

- All printed materials provided by CONTRACTOR to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable-based inks.
- Goods purchased by Contractor on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including, but not limited to, Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- Reusable/returnable pallets shall be taken back by CONTRACTOR, at no additional cost to CITY, for reuse or recycling. CONTRACTOR shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

Y. AUTHORITY. The individual(s) executing this Agreement on behalf of the parties represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Z. PREVAILING WAGES

☒ **Contractor is required to pay general prevailing wages** as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and

Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Agreement for this Project from the Director of the Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the Purchasing Division's office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

AA.DIR REGISTRATION. In regard to any public work construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONTRACTOR of the requirements of California Labor Code section 1771.1(a), which reads:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the Agreement is awarded."

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation and CONTRACTOR is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice,

worker, or other employee employed by, respectively, CONTRACTOR and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONTRACTOR and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY's request.

☐ [For state- and federally-funded projects] CITY requests CONTRACTOR and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONTRACTOR and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONTRACTOR.

Inform the project manager of the location of CONTRACTOR's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

BB. CONTRACT TERMS. All unchecked boxes do not apply to this Agreement. In the case of any conflict between the terms of this Agreement and the exhibits hereto or CONTRACTOR's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONTRACTOR's proposal, the exhibits shall control.

CC. LIMITATION OF LIABILITY. In no event shall CONTRACTOR and its affiliates and their respective personnel, suppliers and vendors be liable for any damages relating to the Agreement or the services contemplated thereby in any amount exceeding the total amounts paid to CONTRACTOR during the twelve (12) month period prior to the date the claim arose, regardless of the cause and whether arising in contract, tort (including negligence) or otherwise.

DD. FORCE MAJEURE. CONTRACTOR shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force

Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of CONTRACTOR, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If CONTRACTORS' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, CONTRACTOR shall be excused from performance under the Agreement. If CONTRACTOR is delayed in achieving any scheduled milestones due to a Force Majeure Event, CONTRACTOR will be entitled to extend such milestones by the amount of time CONTRACTOR was delayed as a result of such event, plus additional time to overcome the effect of the delay.

CONTRACT NO. C23187159 SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement as of the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

JOHNSON CONTROLS FIRE PROTECTION LP

Officer 1

By: _____

Name: _____

Title: _____

Officer 2

By: _____

Name: _____

Title: _____

**EXHIBIT A
SCOPE OF SERVICES**

CONTRACTOR will provide the Services detailed in this Exhibit A, entitled "SCOPE OF SERVICES".

Johnson Controls Fire Protection will provide Quarterly, Annual, & Five-Year inspection, testing, and repair services on all automatic fire extinguishing systems in City facilities. This contract will be for three years:

Year One: June 1, 2023 to May 30, 2024

Year Two: June 1, 2024 to May 30, 2025

Year Three: June 1, 2025 to May 30, 2026

Inspections will begin in June 1, 2023.

Please note that a budget allotment for repairs is part of this contract. The contractor will bill against these funds as repairs are required.

Scope of Work:

1. Provide quarterly inspections for all City buildings, which have Wet Pipe Fire Sprinkler Systems and Fire Standpipe Systems.
2. Provide Annual inspections for all City buildings, which have Wet Pipe Fire Sprinkler Systems and Fire Standpipe Systems.
3. Perform a Five-Year test and certification on the automatic fire suppression systems that are due during the three-year contract period.

Details of Work Performed:

1. All inspections, maintenance, and services shall be done in accordance with the **2013 Edition** of the California Code of Regulations, Title 19, NFPA 25 Chapters 5, 6, & 8.
2. Contractor shall use the inspection forms from the 2013 Edition of the California Code of Regulations. No other forms will be acceptable.
3. Email copies of all completed inspections forms within five days to Dennis Huebner, dennis.huebner@cityofpaloalto.org.
4. For Annual and Five-Year inspections contractor shall apply the proper inspection stickers as per the CCRs.

Buildings Included in Scope of Work and Square Feet:

	Building Name and Address	Square Feet
1.	Cubberley Community Center Theater 4000 Middlefield Rd	11,800
2.	Cubberley Community Center H & FH Buildings 4000 Middlefield Rd.	6,400
3.	Cubberley Community Center Auditorium	13,790

	4000 Middlefield Rd.	
4.	Children's Theater 1305 Middlefield Rd.	17,619
5.	Lucie Stern Center 1305 Middlefield Rd.	12,203
6.	Community Theater and Scene Shop 1305 Middlefield Rd.	23,336
7.	Rinconada Library 1213 Newell Rd.	31,082
8.	Baylands Nature Interpretive Center 2775 Embarcadero Rd.	3,600
9.	Utility Control Center 3241 East Bayshore Rd.	5,488
10.	Art Center 1313 Newell Rd.	26,441
11.	Municipal Service Center Building A 3201 East Bayshore Rd.	15,863
12.	Municipal Service Center Building B 3201 East Bayshore Rd.	22,357
13.	Municipal Service Center Building C 3201 East Bayshore Rd.	32,877
14.	Ted Thompson Parking Garage 275 Cambridge Avenue	56,000
15.	Lot S/L Parking Garage 445 Bryant St.	229,380
16.	Lot R Parking Garage 528 High Street	93,930
17.	Children's Library 1275 Harriet St	6,043
18.	Rinconada Pool Mechanical Room 777 Embarcadero Road	3,585
19.	College Terrace Library 2300 Wellesley St.	5,050
20.	Arastradero Preserve Buildings 1530 Arastradero Rd.	2,166
21.	Golf Course Club House 1875 Embarcadero Road	8,516
22.	Civic Center and Parking Garage 250 Hamilton Avenue	356,401
23.	Mitchell Park Library 3700 Middlefield Road	41,000
24.	Mitchell Park Community Center – Building B 3700 Middlefield Road	4,000
25.	Mitchell Park Community Center – Building C 3700 Middlefield Road	11,000
26.	Fire Station 8 3300 Pagemill Road	1,569
27.	Fire Station 3 799 Embarcadero Road	6,937
28.	JR. Museum 1451 Middlefield Road	15,000

29.	Sherman Parking Garage 350 Sherman Ave.	213,800
30.	Pets In Need Modular Building 3281 E. Bayshore Road	2,100

Scheduling:

1. All inspections will occur within the first two weeks of the month they are due.
2. Quarterly inspections will be done in the months of June, September, December and March.
3. Perform annual inspections in June and December. June and December quarterly inspections shall be included in the annual inspections.
4. The June and December Annual inspections are divided up as follows:

June

- Rinconada Library
- Lucie Stern Children's Theater
- Fire Station 3
- Golf Course
- Ted Thompson Parking Garage
- Baylands Interpretive Center
- MSC – A
- MSC – B
- MSC – C
- Utility Control Center
- Fire Station 8
- Arastradero Preserve Buildings
- Lot J Parking Garage
- Lot R Parking Garage
- Rinconada Pool
- Jr. Museum

December

- Children's Library
- Lucie Stern Community Theater
- Lucie Stern Community Center
- Art Center
- College Terrace Library
- Civic Center
- Cubberley Wings H & FH
- Cubberley Auditorium
- Cubberley Theater
- Parking Lot S/L

- Mitchell Park Community Center and Library
 - Sherman Ave. Parking Garage
 - Pets in Need Module Building
5. Complete all Five-Year inspection and testing services as outlined in specifications.
 6. Contractor shall schedule all inspections with the Facilities Management Division at (650) 496-6915.

Notifications:

1. When required to do so by a Municipal Code, contractor will notify the local fire authority having jurisdiction in advance of the work start date.
2. Contractor will also notify the local Fire Communications Center and any applicable Central Office Alarm company when conducting system testing and/or repairs.
3. Facilities Management is responsible for notification of all occupants of the property subject to inspection and testing.

Deficiencies and Corrections:

1. Contractor shall note deficiencies found during the inspections on the inspection sheet.
2. Minor repairs of less than \$500 (labor and materials per system) do not need prior approval of Facilities Management and should be done immediately.
3. Send a proposal for repairs exceeding \$500 to Facilities Management within three days after inspection.

Utilities

- The Contractor may have access to the normal use of building utilities in the performance of the work.

Storage of Materials and Equipment

- Contractor is solely responsible for the storage of all equipment and materials.

Waste Disposal

- Contractor shall be responsible for all hauling and waste disposal. Hazardous materials and other materials shall be disposed of according to all codes, laws and regulations. Contractor shall comply with all City recycling requirements. Contractor shall not use any City trash containers for disposal of any material connected with this project.

EXHIBIT B
SCHEDULE OF PERFORMANCE

CONTRACTOR shall perform the Services according to the following schedule:

Year One: June 1, 2023 to May 30, 2024

Year Two: June 1, 2024 to May 30, 2025

Year Three: June 1, 2025 to May 30, 2026

Inspections will begin in June 2023.

June

- Rinconada Library
- Lucie Stern Children's Theater
- Fire Station 3
- Golf Course
- Ted Thompson Parking Garage
- Baylands Interpretive Center
- MSC – A
- MSC – B
- MSC – C
- Utility Control Center
- Fire Station 8
- Arastradero Preserve Buildings
- Lot J Parking Garage
- Lot R Parking Garage
- Rinconada Pool
- Jr. Museum

December

- Children's Library
- Lucie Stern Community Theater
- Lucie Stern Community Center
- Art Center
- College Terrace Library
- Civic Center
- Cubberley Wings H & FH
- Cubberley Auditorium
- Cubberley Theater
- Parking Lot S/L
- Mitchell Park Community Center and Library
- Sherman Ave. Parking Garage
- Pets in Need Module Building

EXHIBIT C SCHEDULE OF FEES

CITY shall pay CONTRACTOR according to the following rate schedule. The maximum amount of compensation to be paid to CONTRACTOR, including both payment for services and reimbursable expenses, shall not exceed the amounts set forth in Sections 5 and 6 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

DETAILED RATE SCHEDULE

Item	Location Address	Description of Systems	Cost Per Quarterly Inspection	Cost for (x3) Quarterly Inspections	Cost Per Annual Inspection	Total Cost Per Year
1.	Cubberley Community Center Theater 4000 Middlefield Rd	One 2 inlet FDC, Swing FDCCV, OS&Y MCV, alarm CV One riser, Two gauges, One main drain, flow switch and inspector test valve.	\$ 98.50	\$ 295.50	\$ 689.50	\$ 985.00
2.	Cubberley Community Center H & FH Buildings 4000 Middlefield Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV, alarm CV One riser, Two gauges, One main drain, flow switch and inspector test valve.	\$ 98.50	\$ 295.50	\$ 689.50	\$ 985.00
3.	Cubberley Community Center Auditorium 4000 Middlefield Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV, alarm CV One riser, Two gauges, One main drain, flow switch and inspector test valve.	\$ 98.50	\$ 295.50	\$ 689.50	\$ 985.00
4.	Children's Theater 1305 Middlefield Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 98.50	\$ 295.50	\$ 689.50	\$ 985.00
5.	Lucie Stern Center 1305 Middlefield Rd.	One riser, OSY MCV (SCV off Theater riser), Butterfly SCV in storage room, flow switch in ceiling hatch, shares FDC with Community Theater riser.	\$ 98.50	\$ 295.50	\$ 689.50	\$ 985.00
6a.	Community Theater and Scene Shop 1305 Middlefield Rd.	Riser 1 of 2. One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, (Shared with Lucie Stern system) OS&Y SCV in attic, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 98.50	\$ 295.50	\$ 689.50	\$ 985.00

6b.		Riser 2 of 2. One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, (Shared with Lucie Stern system) Two gauges, One main drain, flow switch, and inspector test valve.	\$ 98.50	\$ 295.50	\$ 689.50	\$ 985.00
7.	Rinconada Library 1213 Newell Rd.	One 2 inlet FDC, Swing FDCCV in basement, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, and inspector test valve.	\$ 116.00	\$ 348.00	\$ 812.00	\$ 1,160.00
8.	Baylands Nature Interpretive Center 2775 Embarcadero Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, Two gauges, One main drain, flow switch, water motor gong and inspector test valve.	\$ 111.50	\$ 334.50	\$ 780.50	\$ 1,115.00
9.	Utility Control Center 3241 East Bayshore Rd.	One 2 inlet FDC, Wafer FDCCV @ riser, PIV MCV, alarm CV One riser, One gauge, One main drain, flow switch, and inspector test valve.	\$ 111.50	\$ 334.50	\$ 780.50	\$ 1,115.00
10a	Art Center 1313 Newell Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 111.50	\$ 334.50	\$ 780.50	\$ 1,115.00
10b		Pre-action fire sprinkler system Section off riser 2, Swing CV, OS&Y SV, Alarm CV, Three gauges, Two drains, One FS	\$ 99.50	\$ 298.50	\$ 696.50	\$ 995.00
11	Municipal Service Center Building A 3201 East Bayshore Rd.	Wet pipe fire sprinkler system with hose drops One 2 inlet FDC shared with riser 2, Riser 1 of 2 x-connected, OS&Y SCV, alarm CV, One gauge, One main drain, flow switch, inspector test valve.	\$ 99.50	\$ 298.50	\$ 696.50	\$ 995.00
12	Municipal Service Center Building B 3201 East Bayshore Rd.	Wet pipe fire sprinkler system with hose drops One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, Butterfly SCV @ paint booth, alarm CV One riser, One gauge, One main drain, flow switch, inspector test valve.	\$ 99.50	\$ 298.50	\$ 696.50	\$ 995.00
13.	Municipal Service Center Building C 3201 East Bayshore Rd.	Wet pipe fire sprinkler system with hose drops One 2 inlet FDC shared with riser 2, Riser 2 of 2 x-connected, OS&Y SCV, alarm CV, One gauge, One main drain, flow switch, inspector test valve.	\$ 99.50	\$ 298.50	\$ 696.50	\$ 995.00
14.	Ted Thompson Parking Garage 275 Cambridge Avenue	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 111.50	\$ 334.50	\$ 780.50	\$ 1,115.00

15.	Lot S/L Parking Garage 445 Bryant St.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 111.50	\$ 334.50	\$ 780.50	\$ 1,115.00
16.	Lot R Parking Garage 528 High Street	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 111.50	\$ 334.50	\$ 780.50	\$ 1,115.00
17.	Children's Library 1275 Harriet St	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 111.50	\$ 334.50	\$ 780.50	\$ 1,115.00
18.	Rinconada Pool 777 Embarcadero Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve.	\$ 107.00	\$ 321.00	\$ 749.00	\$ 1,070.00
19.	College Terrace Library 2300 Wellesley St.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve.	\$ 111.50	\$ 334.50	\$ 780.50	\$ 1,115.00
20.	Arastradero Preserve Buildings 1530 Arastradero Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve.	\$ 111.50	\$ 334.50	\$ 780.50	\$ 1,115.00
21.	Golf Course Club House 1875 Embarcadero Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve.	\$ 107.00	\$ 321.00	\$ 749.00	\$ 1,070.00
22a.	Civic Center 250 Hamilton Avenue	Riser 1 of 3 x-connected, shared FDC ET AL, OS&Y SV, Alarm CV, Two gauges, One main drain, FS, ITV	\$ 81.50	\$ 244.50	\$ 570.50	\$ 815.00
22b.		Riser 2 of 3 x-connected, Shared FDC ET AL, OS&Y SV, Alarm CV, 10 BFLY SV's, 12 gauges, 10 MD, 10 FS & ITV, 9 – 1 ½" & 12 – 2 ½" outlet valves, PRV	\$ 81.50	\$ 244.50	\$ 570.50	\$ 815.00
22c.		Riser 3 of 3 x-connected, shared FDC ET AL, OS&Y SV, @ riser, One BFLY SV, Three gauges, Three drains, Two FS, ITV, 8 – 2 ½" outlet valves	\$ 81.50	\$ 244.50	\$ 570.50	\$ 815.00
22d.		Pre-action fire sprinkler system Section off riser 2, Swing CV, OS&Y SV, Alarm CV, Three gauges, Two drains, One FS Located in garage level A	\$ 94.50	\$ 283.50	\$ 661.50	\$ 945.00
22e.		Pre-action fire sprinkler system	\$ 94.50	\$ 283.50	\$ 661.50	\$ 945.00

		Section off riser 2, Swing CV, MCV, Two BFLY SV, Alarm CV, Five gauges, Three drains, One FS. Two tampers at 2 nd Floor Located in closed for computer room				
22f.		Fire PumpOne horizontal centrifugal, Diesel driven 750 GPM, Controller, Jockey pump, Supplied by water main, Churn and flow meter present	\$ 169.00	\$ 507.00	\$ 1,183.00	\$ 1,690.00
22g.		Fire Pump diesel engine annual maintenance service	\$ -	\$ -	\$ 2,450.00	\$ 2,450.00
23.	Mitchell Park Library 3700 Middlefield Road	Two 2 inlet FDC, Wafer FDCCV @ riser, PIV MCV, alarm CV One riser, One gauge, One main drain, flow switch, and inspector test valve. 2 HYD	\$ 106.50	\$ 319.50	\$ 745.50	\$ 1,065.00
24.	Mitchell Park Community Center – Building B 3700 Middlefield Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, water motor gong and inspector test valve.	\$ 94.00	\$ 282.00	\$ 658.00	\$ 940.00
25.	Mitchell Park Community Center – Building C 3700 Middlefield Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, water motor gong and inspector test valve.	\$ 94.00	\$ 282.00	\$ 658.00	\$ 940.00
26.	Fire Station 8 3300 Pagemill Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 90.50	\$ 271.50	\$ 633.50	\$ 905.00
27.	Fire Station 3 799 Embarcadero Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 98.50	\$ 295.50	\$ 689.50	\$ 985.00
28.	JR. Museum 1451 Middlefield Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 186.50	\$ 559.50	\$ 1,305.50	\$ 1,865.00
29.	Sherman Parking Garage 350 Sherman Ave.	Two 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve. One electric fire pump.	\$ 598.00	\$ 1,794.00	\$ 4,186.00	\$ 5,980.00
30.	Pets In Need Modular Building 3281 E. Bayshore Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 132.50	\$ 397.50	\$ 927.50	\$ 1,325.00

Total Annual Cost for Wet Pipe Fire Sprinkler Systems Quarterly and Annual Inspections (Year One) \$46,690.00

Schedule B for June 1, 2023 to May 31, 2024 (Year One)

Fire Standpipe Systems Quarterly and Annual Inspections:

Item	Location Address	Description of Systems	Cost Per Quarterly Inspection	Cost for (x3) Quarterly Inspections	Cost Per Annual Inspection	Total Cost Per Year
1.	Cubberley Center Auditorium 4000 Middlefield Rd.	Class II wet standpipe system Domestic supplied, BFLY MCV, Serving 2 - 1 ½" fire hose cabinets (Valves, racks, hoses, and nozzles)	\$ 52.00	\$ 156.00	\$ 364.00	\$ 520.00
2.	Sherman Parking Garage 350 Sherman Ave.	Class II wet standpipe system from floor B2 to 4 with 18 hose valves.	\$ 207.50	\$ 622.50	\$ 1,452.50	\$ 2,075.00
3.	Lot J Parking Garage 520 Webster St.	Class II wet standpipe system BFLY MCV, 28 fire hose cabinets with 2 ½ " fire hose connections.	\$ 305.50	\$ 916.50	\$ 2,138.50	\$ 3,055.00
4.	Lot S/L Parking Garage 445 Bryant St.	Class III dry standpipe system. Two each fire department connections on the Bryant and Florence sides of the garage. One 2 ½" hose connection on each level at each of the three stairwells.	\$ 110.50	\$ 331.50	\$ 773.50	\$ 1,105.00
5.	Lot R Parking Garage 528 High Street	Class III dry standpipe system. Two fire department connections on High Street side of parking garage. One 2 ½" hose connection on each level at each of the two stairwells	\$ 110.50	\$ 331.50	\$ 773.50	\$ 1,105.00

Total Annual Cost for Standpipe Fire Sprinkler Systems Quarterly and Annual Inspections (Year One) _____\$7,860.00_____

Schedule C for June 1, 2023 to May 31, 2024 (Year One)

Five-Year Maintenance Service Test:

Item	Location Address	Description of System	Total Cost
1.	Baylands Nature Interpretive Center 2775 Embarcadero Rd. Due: June 2023	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, Two gauges, One main drain, flow switch, water motor gong and inspector test valve.	\$ 1,170.00
2.	Children's Library 1275 Harriet St Due: June 2023	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 1,600.00
3.	Children's Theater 1305 Middlefield Rd. Due: June 2023	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 1,700.00
4.	Arastradero Preserve Buildings 1530 Arastradero Rd. Due: June 2023	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 1,600.00
5.	Fire Station 8 3300 Pagemill Road Due: June 2023	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 1,700.00
6a.	Art Center 1313 Newell Rd. Due: November 2023	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, water motor gong and inspector test valve.	\$ 1,700.00
6b.		Pre-action fire sprinkler system Section off riser 2, Swing CV, OS&Y SV, Alarm CV, Three gauges, Two drains, One FS	\$ 730.00

Total Cost for Five Year Inspections (Year One) \$10,200.00

Schedule A for June 1, 2024 to May 31, 2025 (Year Two)

Wet Pipe Fire Sprinkler Systems Quarterly Inspection and Annual Inspections:

Item	Location Address	Description of Systems	Cost Per Quarterly Inspection	Cost for (x3) Quarterly Inspections	Cost Per Annual Inspection	Total Cost Per Year
1.	Cubberley Community Center Theater 4000 Middlefield Rd	One 2 inlet FDC, Swing FDCCV, OS&Y MCV, alarm CV One riser, Two gauges, One main drain, flow switch and inspector test valve.	\$ 103.50	\$ 310.50	\$ 724.50	\$ 1,035.00
2.	Cubberley Community Center H & FH Buildings 4000 Middlefield Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV, alarm CV One riser, Two gauges, One main drain, flow switch and inspector test valve.	\$ 103.50	\$ 310.50	\$ 724.50	\$ 1,035.00
3.	Cubberley Community Center Auditorium 4000 Middlefield Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV, alarm CV One riser, Two gauges, One main drain, flow switch and inspector test valve.	\$ 103.50	\$ 310.50	\$ 724.50	\$ 1,035.00
4.	Children's Theater 1305 Middlefield Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 103.50	\$ 310.50	\$ 724.50	\$ 1,035.00
5.	Lucie Stern Center 1305 Middlefield Rd.	One riser, OSY MCV (SCV off Theater riser), Butterfly SCV in storage room, flow switch in ceiling hatch, shares FDC with Community Theater riser.	\$ 103.50	\$ 310.50	\$ 724.50	\$ 1,035.00
6a.	Community Theater and Scene Shop 1305 Middlefield Rd.	Riser 1 of 2. One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, (Shared with Lucie Stern system) OS&Y SCV in attic, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 103.50	\$ 310.50	\$ 724.50	\$ 1,035.00
6b.		Riser 2 of 2. One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, (Shared with Lucie Stern system) Two gauges, One main drain, flow switch, and inspector test valve.	\$ 103.50	\$ 310.50	\$ 724.50	\$ 1,035.00
7.	Rinconada Library 1213 Newell Rd.	One 2 inlet FDC, Swing FDCCV in basement, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, and inspector test valve.	\$ 122.00	\$ 366.00	\$ 854.00	\$ 1,220.00

8.	Baylands Nature Interpretive Center 2775 Embarcadero Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, Two gauges, One main drain, flow switch, water motor gong and inspector test valve.	\$ 117.00	\$ 351.00	\$ 819.00	\$ 1,170.00
9.	Utility Control Center 3241 East Bayshore Rd.	One 2 inlet FDC, Wafer FDCCV @ riser, PIV MCV, alarm CV One riser, One gauge, One main drain, flow switch, and inspector test valve.	\$ 117.00	\$ 351.00	\$ 819.00	\$ 1,170.00
10a.	Art Center 1313 Newell Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 117.00	\$ 351.00	\$ 819.00	\$ 1,170.00
10b.		Pre-action fire sprinkler system Section off riser 2, Swing CV, OS&Y SV, Alarm CV, Three gauges, Two drains, One FS	\$ 104.50	\$ 313.50	\$ 731.50	\$ 1,045.00
11.	Municipal Service Center Building A 3201 East Bayshore Rd.	Wet pipe fire sprinkler system with hose drops One 2 inlet FDC shared with riser 2, Riser 1 of 2 x-connected, OS&Y SCV, alarm CV, One gauge, One main drain, flow switch, inspector test valve.	\$ 104.50	\$ 313.50	\$ 731.50	\$ 1,045.00
12.	Municipal Service Center Building B 3201 East Bayshore Rd.	Wet pipe fire sprinkler system with hose drops One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, Butterfly SCV @ paint booth, alarm CV One riser, One gauge, One main drain, flow switch, inspector test valve.	\$ 104.50	\$ 313.50	\$ 731.50	\$ 1,045.00
13.	Municipal Service Center Building C 3201 East Bayshore Rd.	Wet pipe fire sprinkler system with hose drops One 2 inlet FDC shared with riser 2, Riser 2 of 2 x-connected, OS&Y SCV, alarm CV, One gauge, One main drain, flow switch, inspector test valve.	\$ 104.50	\$ 313.50	\$ 731.50	\$ 1,045.00
14.	Ted Thompson Parking Garage 275 Cambridge Avenue	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 117.00	\$ 351.00	\$ 819.00	\$ 1,170.00
15.	Lot S/L Parking Garage 445 Bryant St.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 117.00	\$ 351.00	\$ 819.00	\$ 1,170.00
16.	Lot R Parking Garage 528 High Street	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 117.00	\$ 351.00	\$ 819.00	\$ 1,170.00

17	Children's Library 1275 Harriet St	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 117.00	\$ 351.00	\$ 819.00	\$ 1,170.00
18.	Rinconada Pool 777 Embarcadero Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve.	\$ 112.50	\$ 337.50	\$ 787.50	\$ 1,125.00
19.	College Terrace Library 2300 Wellesley St.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve.	\$ 117.00	\$ 351.00	\$ 819.00	\$ 1,170.00
20.	Arastradero Preserve Buildings 1530 Arastradero Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve.	\$ 117.00	\$ 351.00	\$ 819.00	\$ 1,170.00
21.	Golf Course Club House 1875 Embarcadero Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve.	\$ 112.50	\$ 337.50	\$ 787.50	\$ 1,125.00
22a.	Civic Center 250 Hamilton Avenue	Riser 1 of 3 x-connected, shared FDC ET AL, OS&Y SV, Alarm CV, Two gauges, One main drain, FS, ITV	\$ 85.50	\$ 256.50	\$ 598.50	\$ 855.00
22b.		Riser 2 of 3 x-connected, Shared FDC ET AL, OS&Y SV, Alarm CV, 10 BFLY SV's, 12 gauges, 10 MD, 10 FS & ITV, 9 – 1 ½" & 12 – 2 ½" outlet valves, PRV	\$ 85.50	\$ 256.50	\$ 598.50	\$ 855.00
22c.		Riser 3 of 3 x-connected, shared FDC ET AL, OS&Y SV, @ riser, One BFLY SV, Three gauges, Three drains, Two FS, ITV, 8 – 2 ½" outlet valves	\$ 85.50	\$ 256.50	\$ 598.50	\$ 855.00
22d.		Pre-action fire sprinkler system Section off riser 2, Swing CV, OS&Y SV, Alarm CV, Three gauges, Two drains, One FS Located in garage level A	\$ 99.00	\$ 297.00	\$ 693.00	\$ 990.00
22e.		Pre-action fire sprinkler system Section off riser 2, Swing CV, MCV, Two BFLY SV, Alarm CV, Five gauges, Three drains, One FS. Two tampers at 2 nd Floor Located in closed for computer room	\$ 99.00	\$ 297.00	\$ 693.00	\$ 990.00

22f.		Fire Pump One horizontal centrifugal, Diesel driven 750 GPM, Controller, Jockey pump, Supplied by water main, Churn and flow meter present	\$ 117.50	\$ 352.50	\$ 822.50	\$ 1,175.00
22g.		Fire Pump diesel engine annual maintenance service	\$ -	\$ -	\$ 2,570.00	\$ 2,570.00
23.	Mitchell Park Library 3700 Middlefield Road	Two 2 inlet FDC, Wafer FDCCV @ riser, PIV MCV, alarm CV One riser, One gauge, One main drain, flow switch, and inspector test valve. 2 HYD	\$ 112.00	\$ 336.00	\$ 784.00	\$ 1,120.00
24.	Mitchell Park Community Center – Building B 3700 Middlefield Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, water motor gong and inspector test valve.	\$ 98.50	\$ 295.50	\$ 689.50	\$ 985.00
25.	Mitchell Park Community Center – Building C 3700 Middlefield Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, water motor gong and inspector test valve.	\$ 98.50	\$ 295.50	\$ 689.50	\$ 985.00
26.	Fire Station 8 3300 Pagemill Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 95.00	\$ 285.00	\$ 665.00	\$ 950.00
27.	Fire Station 3 799 Embarcadero Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 103.50	\$ 310.50	\$ 724.50	\$ 1,035.00
28.	JR. Museum 1451 Middlefield Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 195.50	\$ 586.50	\$ 1,368.50	\$ 1,955.00
29.	Sherman Parking Garage 350 Sherman Ave.	Two 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve. One electric fire pump.	\$ 628.00	\$ 1,884.00	\$ 4,396.00	\$ 6,280.00
30.	Pets In Need Modular Building 3281 E. Bayshore Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 139.00	\$ 417.00	\$ 973.00	\$ 1,390.00

Total Annual Cost for Wet Pipe Fire Sprinkler Systems Quarterly and Annual Inspections (Year Two) _____\$48,415.00_____

Schedule B for June 1, 2024 to May 31, 2025 (Year Two)

Fire Standpipe Systems Quarterly and Annual Inspections:

Item	Location Address	Description of Systems	Cost Per Quarterly Inspection	Cost for (x3) Quarterly Inspections	Cost Per Annual Inspection	Total Cost Per Year
1.	Cubberley Center Auditorium 4000 Middlefield Rd.	Class II wet standpipe system Domestic supplied, BFLY MCV, Serving 2 - 1 ½" fire hose cabinets (Valves, racks, hoses, and nozzles)	\$ 54.50	\$ 163.50	\$ 381.50	\$ 545.00
2.	Sherman Parking Garage 350 Sherman Ave.	Class II wet standpipe system from floor B2 to 4 with 18 hose valves.	\$ 217.50	\$ 652.50	\$ 1,522.50	\$ 2,175.00
3.	Lot J Parking Garage 520 Webster St.	Class II wet standpipe system BFLY MCV, 28 fire hose cabinets with 2 ½ " fire hose connections.	\$ 320.50	\$ 961.50	\$ 2,243.50	\$ 3,205.00
4.	Lot S/L Parking Garage 445 Bryant St.	Class III dry standpipe system. Two each fire department connections on the Bryant and Florence sides of the garage. One 2 ½" hose connection on each level at each of the three stairwells.	\$ 116.00	\$ 348.00	\$ 812.00	\$ 1,160.00
5.	Lot R Parking Garage 528 High Street	Class III dry standpipe system. Two fire department connections on High Street side of parking garage. One 2 ½" hose connection on each level at each of the two stairwells	\$ 116.00	\$ 348.00	\$ 812.00	\$ 1,160.00

Total Annual Cost for Standpipe Fire Sprinkler Systems Quarterly and Annual Inspections (Year Two) ____\$8,245.00____

Schedule C for June 1, 2024 to May 31, 2025 (Year Two)

Five-Year Maintenance Service Test:

Item	Location Address	Description of System	Total Cost
1..	Mitchell Park Library 3700 Middlefield Road Due: August 2024	Two 2 inlet FDC, Wafer FDCCV @ riser, PIV MCV, alarm CV One riser, One gauge, One main drain, flow switch, and inspector test valve. 2 HYD	\$ 4,310.00
2.	Mitchell Park Community Center – Building B 3700 Middlefield Road Due: August 2024	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, water motor gong and inspector test valve.	\$ 2,100.00
3.	Mitchell Park Community Center – Building C 3700 Middlefield Road Due: August 2024	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, water motor gong and inspector test valve.	\$ 2,100.00
4.	Lot S/L Parking Garage 445 Bryant St. Due: August 2024	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 3,870.00
5.	Lot R Parking Garage 528 High Street Due: August 2024	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 2,210.00
6.	Fire Station 3 799 Embarcadero Road Due: March 2025	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 1,870.00

Total Cost for Five Year Inspections (Year Two) _____\$ 16,460.00_____

Schedule A for June 1, 2025 to May 31, 2026 (Year Three)

Wet Pipe Fire Sprinkler Systems Quarterly Inspection and Annual Inspections:

Item	Location Address	Description of Systems	Cost Per Quarterly Inspection	Cost for (x3) Quarterly Inspections	Cost Per Annual Inspection	Total Cost Per Year
1.	Cubberley Community Center Theater 4000 Middlefield Rd	One 2 inlet FDC, Swing FDCCV, OS&Y MCV, alarm CV One riser, Two gauges, One main drain, flow switch and inspector test valve.	\$ 107.50	\$ 322.50	\$ 752.50	\$ 1,075.00
2.	Cubberley Community Center H & FH Buildings 4000 Middlefield Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV, alarm CV One riser, Two gauges, One main drain, flow switch and inspector test valve.	\$ 107.50	\$ 322.50	\$ 752.50	\$ 1,075.00
3.	Cubberley Community Center Auditorium 4000 Middlefield Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV, alarm CV One riser, Two gauges, One main drain, flow switch and inspector test valve.	\$ 107.50	\$ 322.50	\$ 752.50	\$ 1,075.00
4.	Children's Theater 1305 Middlefield Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 107.50	\$ 322.50	\$ 752.50	\$ 1,075.00
5.	Lucie Stern Center 1305 Middlefield Rd.	One riser, OSY MCV (SCV off Theater riser), Butterfly SCV in storage room, flow switch in ceiling hatch, shares FDC with Community Theater riser.	\$ 107.50	\$ 322.50	\$ 752.50	\$ 1,075.00
6a.	Community Theater and Scene Shop 1305 Middlefield Rd.	Riser 1 of 2. One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, (Shared with Lucie Stern system) OS&Y SCV in attic, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 107.50	\$ 322.50	\$ 752.50	\$ 1,075.00
6b.		Riser 2 of 2. One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, (Shared with Lucie Stern system) Two gauges, One main drain, flow switch, and inspector test valve.	\$ 107.50	\$ 322.50	\$ 752.50	\$ 1,075.00
7.	Rinconada Library 1213 Newell Rd.	One 2 inlet FDC, Swing FDCCV in basement, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, and inspector test valve.	\$ 126.50	\$ 379.50	\$ 885.50	\$ 1,265.00

8.	Baylands Nature Interpretive Center 2775 Embarcadero Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, Two gauges, One main drain, flow switch, water motor gong and inspector test valve.	\$ 121.50	\$ 364.50	\$ 850.50	\$ 1,215.00
9.	Utility Control Center 3241 East Bayshore Rd.	One 2 inlet FDC, Wafer FDCCV @ riser, PIV MCV, alarm CV One riser, One gauge, One main drain, flow switch, and inspector test valve.	\$ 121.50	\$ 364.50	\$ 850.50	\$ 1,215.00
10a.	Art Center 1313 Newell Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 121.50	\$ 364.50	\$ 850.50	\$ 1,215.00
10b.		Pre-action fire sprinkler system Section off riser 2, Swing CV, OS&Y SV, Alarm CV, Three gauges, Two drains, One FS	\$ 108.50	\$ 325.50	\$ 759.50	\$ 1,085.00
11.	Municipal Service Center Building A 3201 East Bayshore Rd.	Wet pipe fire sprinkler system with hose drops One 2 inlet FDC shared with riser 2, Riser 1 of 2 x-connected, OS&Y SCV, alarm CV, One gauge, One main drain, flow switch, inspector test valve.	\$ 108.50	\$ 325.50	\$ 759.50	\$ 1,085.00
12.	Municipal Service Center Building B 3201 East Bayshore Rd.	Wet pipe fire sprinkler system with hose drops One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, Butterfly SCV @ paint booth, alarm CV One riser, One gauge, One main drain, flow switch, inspector test valve.	\$ 108.50	\$ 325.50	\$ 759.50	\$ 1,085.00
13.	Municipal Service Center Building C 3201 East Bayshore Rd.	Wet pipe fire sprinkler system with hose drops One 2 inlet FDC shared with riser 2, Riser 2 of 2 x-connected, OS&Y SCV, alarm CV, One gauge, One main drain, flow switch, inspector test valve.	\$ 108.50	\$ 325.50	\$ 759.50	\$ 1,085.00
14.	Ted Thompson Parking Garage 275 Cambridge Avenue	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 121.50	\$ 364.50	\$ 850.50	\$ 1,215.00
15.	Lot S/L Parking Garage 445 Bryant St.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 121.50	\$ 364.50	\$ 850.50	\$ 1,215.00
16.	Lot R Parking Garage 528 High Street	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 121.50	\$ 364.50	\$ 850.50	\$ 1,215.00

17.	Children's Library 1275 Harriet St	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 121.50	\$ 364.50	\$ 850.50	\$ 1,215.00
18.	Rinconada Pool 777 Embarcadero Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve.	\$ 117.00	\$ 351.00	\$ 819.00	\$ 1,170.00
19.	College Terrace Library 2300 Wellesley St.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve.	\$ 121.50	\$ 364.50	\$ 850.50	\$ 1,215.00
20.	Arastradero Preserve Buildings 1530 Arastradero Rd.	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve.	\$ 121.50	\$ 364.50	\$ 850.50	\$ 1,215.00
21.	Golf Course Club House 1875 Embarcadero Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve.	\$ 117.00	\$ 351.00	\$ 819.00	\$ 1,170.00
22a.	Civic Center 250 Hamilton Avenue	Riser 1 of 3 x-connected, shared FDC ET AL, OS&Y SV, Alarm CV, Two gauges, One main drain, FS, ITV	\$ 89.00	\$ 267.00	\$ 623.00	\$ 890.00
22b.		Riser 2 of 3 x-connected, Shared FDC ET AL, OS&Y SV, Alarm CV, 10 BFLY SV's, 12 gauges, 10 MD, 10 FS & ITV, 9 – 1 ½" & 12 – 2 ½" outlet valves, PRV	\$ 89.00	\$ 267.00	\$ 623.00	\$ 890.00
22c.		Riser 3 of 3 x-connected, shared FDC ET AL, OS&Y SV, @ riser, One BFLY SV, Three gauges, Three drains, Two FS, ITV, 8 – 2 ½" outlet valves	\$ 89.00	\$ 267.00	\$ 623.00	\$ 890.00
22d.		Pre-action fire sprinkler system Section off riser 2, Swing CV, OS&Y SV, Alarm CV, Three gauges, Two drains, One FS Located in garage level A	\$ 103.00	\$ 309.00	\$ 721.00	\$ 1,030.00
22e.		Pre-action fire sprinkler system Section off riser 2, Swing CV, MCV, Two BFLY SV, Alarm CV, Five gauges, Three drains, One FS. Two tampers at 2 nd Floor	\$ 103.00	\$ 309.00	\$ 721.00	\$ 1,030.00

		Located in closed for computer room				
22f.		Fire Pump One horizontal centrifugal, Diesel driven 750 GPM, Controller, Jockey pump, Supplied by water main, Churn and flow meter present	\$ 122.50	\$ 367.50	\$ 857.50	\$ 1,225.00
22g.		Fire Pump diesel engine annual service	\$ -	\$ -	\$ 2,695.00	\$ 2,695.00
23.	Mitchell Park Library 3700 Middlefield Road	Two 2 inlet FDC, Wafer FDCCV @ riser, PIV MCV, alarm CV One riser, One gauge, One main drain, flow switch, and inspector test valve. 2 HYD	\$ 116.50	\$ 349.50	\$ 815.50	\$ 1,165.00
24.	Mitchell Park Community Center – Building B 3700 Middlefield Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, water motor gong and inspector test valve.	\$ 102.50	\$ 307.50	\$ 717.50	\$ 1,025.00
25.	Mitchell Park Community Center – Building C 3700 Middlefield Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, water motor gong and inspector test valve.	\$ 102.50	\$ 307.50	\$ 717.50	\$ 1,025.00
26.	Fire Station 8 3300 Pagemill Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, water motor gong and inspector test valve.	\$ 98.50	\$ 295.50	\$ 689.50	\$ 985.00
27.	Fire Station 3 799 Embarcadero Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 107.50	\$ 322.50	\$ 752.50	\$ 1,075.00
28.	JR. Museum 1451 Middlefield Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 203.50	\$ 610.50	\$ 1,424.50	\$ 2,035.00
29.	Sherman Parking Garage 350 Sherman Ave.	Two 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve. One electric fire pump.	\$ 653.00	\$ 1,959.00	\$ 4,571.00	\$ 6,530.00
30.	Pets In Need Modular Building 3281 E. Bayshore Road	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 144.50	\$ 433.50	\$ 1,011.50	\$ 1,445.00

Total Annual Cost for Wet Pipe Fire Sprinkler Systems Quarterly and Annual Inspections (Year Three)_____ \$50,340.00_____

Schedule B for June 1, 2025 to May 31, 2026 (Year Three)

Fire Standpipe Systems Quarterly and Annual Inspections:

Item	Location Address	Description of Systems	Cost Per Quarterly Inspection	Cost for (x3) Quarterly Inspections	Cost Per Annual Inspection	Total Cost Per Year
1.	Cubberley Center Auditorium 4000 Middlefield Rd.	Class II wet standpipe system Domestic supplied, BFLY MCV, Serving 2 - 1 ½" fire hose cabinets (Valves, racks, hoses, and nozzles)	\$ 56.50	\$ 169.50	\$ 395.50	\$ 565.00
2.	Sherman Parking Garage 350 Sherman Ave.	Class II wet standpipe system from floor B2 to 4 with 18 hose valves.	\$ 226.00	\$ 678.00	\$ 1,582.00	\$ 2,260.00
3.	Lot J Parking Garage 520 Webster St.	Class II wet standpipe system BFLY MCV, 28 fire hose cabinets with 2 ½ " fire hose connections.	\$ 333.50	\$ 1,000.50	\$ 2,334.50	\$ 3,335.00
4.	Lot S/L Parking Garage 445 Bryant St.	Class III dry standpipe system. Two each fire department connections on the Bryant and Florence sides of the garage. One 2 ½" hose connection on each level at each of the three stairwells.	\$ 120.50	\$ 361.50	\$ 843.50	\$ 1,205.00
5.	Lot R Parking Garage 528 High Street	Class III dry standpipe system. Two fire department connections on High Street side of parking garage. One 2 ½" hose connection on each level at each of the two stairwells	\$ 120.50	\$ 361.50	\$ 843.50	\$ 1,205.00

Total Annual Cost for Standpipe Fire Sprinkler Systems Quarterly and Annual Inspections (Year Three) \$8,570.00

Schedule C for June 1, 2025 to May 31, 2026 (Year Three)

Five-Year Maintenance Service Test:

Item	Location Address	Description of System	Total Cost
1..	Golf Course Club House 1875 Embarcadero Road Due: June 2025	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve.	\$ 1,610.00
2.	Rinconada Library 1213 Newell Rd. Due: June 2025	One 2 inlet FDC, Swing FDCCV in basement, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, and inspector test valve.	\$ 1,490.00
3.	JR. Museum 1451 Middlefield Road Due: March 2026	One 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, alarm CV One riser, Two gauges, One main drain, flow switch, electric bell and inspector test valve.	\$ 1,490.00
4.	Sherman Parking Garage 350 Sherman Ave. Due: March 2026	Two 2 inlet FDC, Swing FDCCV, OS&Y MCV @ riser, One gauge, One main drain, flow switch, electric bell and inspector test valve. One electric fire pump.	\$ 2,710.00

Total Cost for Five Year Inspections (Year Three) _____\$7,300.00_____

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BID SUMMARY

Year One - June 1, 2023 to May 31, 2024

1.	Total Annual Cost for Wet Pipe Fire Sprinkler Systems Quarterly and Annual Inspections	\$ 46,690.00
2.	Total Annual Cost for Standpipe Fire Sprinkler Systems Quarterly and Annual Inspections	\$ 7,860.00
3.	Total Cost for Five Year Inspections	\$ 10,200.00
4.	Repairs Budget: Straight Time Hourly Rate _____ \$293 _____ x 250 Hours =	\$ 73,250.00
	Grand Total for Year One	\$ 138,000.00

Year Two - June 1, 2024 to May 31, 2025

1.	Total Annual Cost for Wet Pipe Fire Sprinkler Systems Quarterly and Annual Inspections	\$ 48,415.00
2.	Total Annual Cost for Standpipe Fire Sprinkler Systems Quarterly and Annual Inspections	\$ 8,245.00
3.	Total Cost for Five Year Inspections	\$ 16,460.00
4.	Repairs Budget: Straight Time Hourly Rate _____ \$293 _____ x 250 Hours =	\$ 73,250.00
	Grand Total for Year Two	\$ 146,370.00

Year Three - June 1, 2025 to May 31, 2026

1.	Total Annual Cost for Wet Pipe Fire Sprinkler Systems Quarterly and Annual Inspections	\$ 50,340.00
2.	Total Annual Cost for Standpipe Fire Sprinkler Systems Quarterly and Annual Inspections	\$ 8,570.00
3.	Total Cost for Five Year Inspections	\$ 7,300.00
4.	Repairs Budget: Straight Time Hourly Rate _____ \$293 _____ x 250 Hours =	\$ 73,250.00
	Grand Total for Year Three	\$ 139,460.00

total for 3 years	\$423,830.00
total for Additional Services	\$ 42,383.00
Grant total NTE for 3-years	\$466,213.00

EXHIBIT D INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

BEECHER				
REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO ADDITIONAL INSURED'S"
 - A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE

ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

**PURCHASING AND
CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303**

EXHIBIT E

DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

This Exhibit shall apply only to a contract for public works construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONSULTANT without proof that CONSULTANT and its listed subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions. City requires CONSULTANT and its listed subcontractors, if any, to comply with all applicable requirements of the California Labor Code including but not limited to Labor Code Sections 1720 through 1861, and all applicable related regulations, including but not limited to Subchapter 3, Title 8 of the California Code of Regulations Section 16000 et seq., as amended from time to time. This Exhibit E applies in addition to the provisions of Section 26 (Prevailing Wages and DIR Registration for Public Works Contracts) of the Agreement.

CITY provides notice to CONSULTANT of the requirements of California Labor Code Section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

This Project is subject to compliance monitoring and enforcement by DIR. All contractors must be registered with DIR per Labor Code Section 1725.5 in order to submit a bid. All subcontractors must also be registered with DIR. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with DIR. Additional information regarding public works and prevailing wage requirements is available on the DIR web site (see e.g. <http://www.dir.ca.gov>) as amended from time to time.

CITY gives notice to CONSULTANT and its listed subcontractors that CONSULTANT is required to post all job site notices prescribed by law or regulation.

CONSULTANT shall furnish certified payroll records directly to the Labor Commissioner (DIR) in accordance with Subchapter 3, Title 8 of the California Code of Regulations Section 16461 (8 CCR Section 16461).

CITY requires CONSULTANT and its listed subcontractors to comply with the requirements of Labor Code Section 1776, including but not limited to:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONSULTANT and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONSULTANT and its listed subcontractors, respectively.

At the request of CITY, acting by its Project Manager, CONSULTANT and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the CITY Project Manager within ten (10) days of receipt of CITY's request.

☐ CITY requests CONSULTANT and its listed subcontractors to submit the certified payroll records to CITY's Project Manager at the end of each week during the Project.

If the certified payroll records are not provided as required within the 10-day period, then CONSULTANT and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONSULTANT.

Inform CITY's Project Manager of the location of CONSULTANT's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to CITY's Project Manager within five (5) business days of any change of location of those payroll records.

Eight (8) hours labor constitutes a legal day's work. CONSULTANT shall forfeit as a penalty to CITY, \$25.00 for each worker employed in the execution of the Agreement by CONSULTANT or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 through 1815 thereof, except that work performed by employees of CONSULTANT or any subcontractor in excess of eight (8) hours per day, or forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, or forty (40) hours per week, at not less than one and one-half (1½) times the basic rate of pay, as provided in Section 1815.

CONSULTANT shall secure the payment of workers' compensation to its employees as provided in Labor Code Sections 1860 and 3700 (Labor Code 1861). CONSULTANT shall sign and file with the CITY a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before

beginning work (Labor Code 1861). CONSULTANT shall post job site notices per regulation (Labor Code 1771.4(a)(2)).

CONSULTANT shall comply with the statutory requirements regarding employment of apprentices including without limitation Labor Code Section 1777.5. The statutory provisions will be enforced for penalties for failure to pay prevailing wages and for failure to comply with wage and hour laws.

Exhibit F
Claims for Public Contract Code Section 9204 Public Works Projects

The provisions of this Exhibit are provided in compliance with Public Contract Code Section 9204; they provide the exclusive procedures for any claims pursuant to Public Contract Code Section 9204 related to the Services performed under this Agreement.

1. Claim Definition. “Claim” means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City.
- (B) Payment by the City of money or damages arising from the Services performed by, or on behalf of, the Contractor pursuant to the Agreement and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- (C) Payment of an amount that is disputed by the City.

2. Claim Process.

(A) Timing. Any Claim must be submitted to City in compliance with the requirements of this Exhibit no later than fourteen (14) days following the event or occurrence giving rise to the Claim. This time requirement is mandatory; failure to submit a Claim within fourteen (14) days will result in its being deemed waived.

(B) Submission. The Claim must be submitted to City in writing, clearly identified as a “Claim” submitted pursuant to this Exhibit, and must include reasonable documentation substantiating the Claim. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Agreement, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

(C) Review. Upon receipt of a Claim in compliance with this Exhibit, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days from receipt, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and Contractor may, by mutual agreement, extend the time period provided in this paragraph 2.

(D) If City Council Approval Required. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and

the undisputed portion of the Claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(E) Payment. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph 3, below, shall apply.

3. Disputed Claims

(A) Meet and Confer. If the Contractor disputes the City's written response, or if the City fails to respond to a Claim submitted pursuant to this Exhibit within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement.

(B) Mediation. Any remaining disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing by the Contractor. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to any other remedies authorized by the Agreement and laws.

(i) For purposes of this paragraph 3.B, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(ii) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation, if any, under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4. **City's Failure to Respond.** Failure by the City to respond to a Claim from the Contractor within the time periods described in this Exhibit or to otherwise meet the time requirements of this Exhibit shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the City's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Exhibit, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

5. **Interest.** Amounts not paid in a timely manner as required by this section shall bear interest at seven (7) percent per annum.

6. **Approved Subcontractor Claims.** If an approved subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against the City because privity of contract does not exist, the Contractor may present to the City a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the City shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the City and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

7. **Waiver of Provisions.** A waiver of the rights granted by Public Contract Code Section 9204 is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of Public Contract Code Section 9204, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

EXHIBIT G
BONDS

[ATTACH BOND FORMS IF BONDS ARE REQUIRED]