

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

WEST COAST FIRE & INTEGRATION, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
WEST COAST FIRE & INTEGRATION, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2022 by and between the CITY OF CARSON, a California municipal corporation ("City") and WEST COAST FIRE & INTEGRATION, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Three Hundred Twenty-Eight Thousand Eight Hundred Twenty Dollars and Fifty-Six Cents (\$328,820.56)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Laurence Abbasi
(Name)

Service Manager
(Title)

<u>Dalton Ammann</u>	<u>Office Manager</u>
(Name)	(Title)
<u>Dan Sherneck</u>	<u>President</u>
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Robert Lennox, Assistant City Manager, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

\$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following “cancellation” notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant’s activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant’s indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant

agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without

liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

WEST COAST FIRE & INTEGRATION, INC., a
California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:
Address: 22405 La Palma Ave.
Yorba Linda, CA 92887

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
<input type="checkbox"/>	<div>TITLE(S) PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div>	<div>TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	<div>NUMBER OF PAGES</div>
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		<div>DATE OF DOCUMENT</div>
		<div>SIGNER(S) OTHER THAN NAMED ABOVE</div>

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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<input type="checkbox"/>	ATTORNEY-IN-FACT	
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<input type="checkbox"/>	GUARDIAN/CONSERVATOR	<div>NUMBER OF PAGES</div>
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		<div>DATE OF DOCUMENT</div>
		<div>SIGNER(S) OTHER THAN NAMED ABOVE</div>

EXHIBIT “A”
SCOPE OF SERVICES

I. Consultant will perform the following Services:

- A. General.** Provide comprehensive fire and security systems monitoring and maintenance services, troubleshooting, repairs as needed on an on-call basis, and limited installation services at various City facilities as described in this Agreement, including inspection, testing, certification, maintenance, and monitoring services for the City’s nonproprietary networked fire alarm system and equipment. The testing/inspection/maintenance services are to be provided as required by the California and Los Angeles County Fire and Building Codes as adopted by the City, including the National Fire Protection Agency (NFPA) standards applicable to the City, and as provided herein. Services shall be provided at the following City facilities and vehicles:

		CITYWIDE FIRE SYSTEMS				ACCESS CONTROL	CCTV	ALARM SYSTEMS
		TASK 1		TASK 2		TASK 3	TASK 4	Task 5
		FIRE ALARM AND SUPPRESSION SYSTEMS		FIRE EXTINGUISHER	SPRINKLER SYSTEM - WET/DRY VALVE; COMMERCIAL KITCHEN HOODS	ACCESS CONTROL (PANELS)	CCTV (CAMERAS)	INTRUSION ALARM (KEYPADS)
CITY FACILITY		Semi-Annual Inspection, Testing and Maintenance (ITM) 5-Year Certification	Monthly Monitoring	Annual Inspection, Testing and Maintenance (ITM)	Annual Inspection, Testing and Maintenance (ITM)	Monthly Monitoring and Maintenance	Monthly Monitoring and Maintenance	Monthly Monitoring and Maintenance
1	City Hall	Yes	Yes	Yes	Yes	2	24	1*
2	Community Center	Yes	Yes	Yes	Yes	none	21	1*
3	Corporate Yard	Yes	Yes	Yes	Yes	3^	43	3*
4	Veterans Sports Complex and Park	Yes	Yes	Yes	Yes	none	17	3*
5	Carson Pool and Park	Yes	Yes	Yes	Yes	none	20	2*
6	Stevenson Gym and Park	Yes	Yes	Yes	Yes	none	4^	1*
7	Dominguez Park and Pool	No	No	Yes	No	none	1	1*
8	Dolphin Park	No	No	Yes	No	none	2	2*
9	Foisia Park and Pool	No	No	Yes	No	none	1	3*
10	Anderson Park	No	No	Yes	No	none	none	2*
11	Mills Park	No	No	Yes	No	none	10	1*
12	Hemingway Park	No	No	Yes	No	none	none	2*
13	Calas Park	No	No	Yes	No	none	2	none
14	Carriage Crest Park	No	No	Yes	No	none	none	1*
15	Del Amo Park	No	No	Yes	No	none	none	1*
16	Four (4) other mini parks	No	No	Yes	No	N/A	N/A	N/A
17	250 Vehicles	No	No	Yes	No	N/A	N/A	N/A

(Figure 1)

B. Task 1 - Fire Alarm System & Suppression System- Maintenance & Monitoring.

1. Consultant shall Inspect, Test, Maintain, Monitor (remotely, on a 24/7/365 basis), and if approved by the Contract Officer pursuant to Section II of this Exhibit "A," repair, the City's fire alarm and fire suppression systems, as required by (i) the Los Angeles County Fire Code Title 32 as adopted by the City as its Fire Prevention Code pursuant to Carson Municipal Code Section 3100 *et seq.*, (ii) Los Angeles County Building Code Title 26 as adopted by the City as its Building Code pursuant to Carson Municipal Code Section 8100 *et seq.* These regulations are largely based on and incorporate the California Fire and Building Codes and the uniform NFPA standards. Consultant shall provide these services at the City facilities as shown in Figure 1, and as provided below (including with respect to Dolphin and Foisia Parks), at the rates set forth in Exhibit "C." The City's fire alarm systems include 100% area smoke detection, ADA compliant notification appliances utilizing a voice evacuation system, elevator recall interface to the fire system, and the fire suppression system. Consultant shall ensure that the systems are maintained for correct and efficient operation at all times for the entire term of this Agreement.
2. Description of Networked Fire Alarm System to be inspected, tested, maintained and monitored:
 - (a) City Hall, located at 701 E. Carson Street, Carson CA 90745:
 - (i) Edwards EST3 Fire Alarm System with 100% area smoke detector coverage and voice evacuation system throughout;
 - (ii) Telguard Cellular Communicator for monitoring by Central Station;
 - (iii) Edwards FireWorks Command Console for monitoring;
 - (b) Juanita Millender McDonald Community Center, located at 801 E. Carson Street, and includes the Stoke Center and Senior Center, Carson CA 90745:
 - (i) Edwards EST3 Fire Alarm System with 100% area smoke detector coverage and voice evacuation system throughout;
 - (ii) Telguard Cellular Communicator for monitoring by Central Station;
 - (iii) Network monitoring module for connection to FireWorks Command Console at City Hall;

- (c) Veterans Park & Sports Complex, located at 22400 Moneta Avenue, Carson CA 90745:
 - (i) FCI 7100 Series Fire Alarm System with voice evacuation (existing system);
 - (ii) Telguard Cellular Communicator for monitoring by Central Station;
 - (iii) Network monitoring module w/Edwards back-up power supply for connection to FireWorks Command Console at City Hall;
- (d) Corporate Yard, located at 18601 South Main Street, Carson CA 90746:
 - (i) Silent Knight 5700 system;
- (e) Carson Park, located at 21411 S. Orrick Avenue, Carson CA 90745:
 - (i) Notifier NFS-320 Fire Alarm System (existing system);
 - (ii) Telguard Cellular Communicator for monitoring by Central Station;
 - (iii) Network monitoring module w/ Edwards back-up power supply for connection to FireWorks Command Console at City Hall;
- (f) Stevenson Park, located at 17400 Lysander Drive, Carson CA 90746:
 - (i) Notifier NFS-320 Fire Alarm System (existing system);
 - (ii) Telguard Cellular Communicator for monitoring by Central Station;
 - (iii) Network monitoring module w/ Edwards back-up power supply for connection to FireWorks Command Console at City Hall.
- (g) Dolphin Park, located at 21205 Water St., Carson, CA 90745:
 - (i) Has a DSC Intrusion/Fire Panel (combination).
- (h) Foisia Park, located at 23410 Catskill Ave, Carson, CA 90745:
 - (i) Has a DSC Intrusion/Fire Panel (combination).

3. Description of the Fire Suppression System located at Carson City Hall and Community Center to be inspected, tested and maintained:
 - (a) Two (2) SHP Pro Clean Agent Detection and Control Systems covering approximately 750 square feet.
4. Inspection services shall include but not be limited to:
 - (a) Inspection of the general condition of the alarm control panels and related equipment and ensure all are in good working condition;
 - (b) Activation of each zone alarm and testing for the proper operation of zone lights, remote enunciators, trouble lamps/devices, auxiliary functions;
 - (c) Verification that all switches and lamps are properly labeled;
 - (d) Verification of correct zone annunciation at main terminal and sub terminals on all functional tests;
 - (e) Conducting tests on meters, and recording all control panel voltages;
 - (f) Making repairs if/when approved by Contract Officer pursuant to Section II of this Exhibit "A";
 - (g) Verification of satisfactory operation of interface equipment dialers, cabling, conductors, software and the absence of any diagnostic codes;
 - (h) Cleaning and vacuuming of interior of the panel, cleaning of card edge connectors and cable connector with manufacturer-approved cleaning solution;
 - (i) 5-Year Certification of systems as required by law.
5. During the entire term of this Agreement, Consultant shall provide inspection, testing and maintenance of the Networked Fire Alarm System and of the fire suppression system annually or as frequently as required by code, and shall repair same if approved by the Contract Officer pursuant to Section II of this Exhibit "A." Consultant shall also conduct 24-7 remote monitoring of the City's Fire Alarm systems. Consultant shall submit an inspection, testing, and maintenance report to the Contract Officer with recommendations after each visit. All repair recommendations, including for emergency repairs, shall be approved by the Contract Officer pursuant to Section II of this Exhibit "A" before actual repair work is started.

6. Without limitation, below are some sections of the Fire Code which describe the minimum level of service required to be performed for the fire alarm system and fire suppression system at all City locations:
- (a) Testing – 2019 California Fire Code 907.8.2: Testing shall be performed in accordance with the schedules in NFPA 72 and whenever required by the fire code official. Records of testing shall be maintained and provided to the City.
 - (b) Monitoring – 2019 California Fire Code 907.6.6: Fire alarm systems required by this chapter (of the Fire Code) or by the California Building Code shall be monitored by an approved supervising station in accordance with NFPA 72 and this section.
 - (c) Maintenance – 2019 California Fire Code 907.8.1: Where required for compliance with the provisions of (the Fire Code), devices, equipment, systems, conditions, arrangements, levels of protection or other features shall thereafter be continuously maintained in accordance with applicable NFPA requirements or as directed by the fire code official.
 - (d) LACFC 46. 901.6.1 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 901.6.1 and Chapters 3 and 5 of Title 19 of the California Code of Regulations.
 - (e) LACFC 46. 912.9 Breakable Caps or Plugs. A fire hose coupling that is part of a Fire Department connection shall be provided with a protective breakable cap or plug. Missing or damaged breakable caps or plugs shall be replaced.

C. Task 2 - Fire Extinguisher & – Sprinkler Systems- Wet/Dry Valve Maintenance (including Commercial Cooking Systems).

- 1. Consultant shall complete fire extinguisher and fire sprinkler system testing, inspections and routine maintenance in accordance with NFPA 25 and applicable code requirements. Consultant shall provide a signed/certified report of all such inspections to the Contract Officer.
- 2. Consultant shall provide job estimates along with any evaluation data to the Contract Officer prior to any necessary or recommended repairs, including emergency repairs. The City reserves the right to determine whether to proceed with repair if in the best interest of the City. Any and all such repairs shall be authorized in accordance with Section II of this Exhibit.
- 3. As part of every required fire sprinkler system inspection, Consultant shall survey the building and fire sprinkler systems (and all related equipment) for any manufacturers' recalls, recommended repairs, upgrades, or

modifications. All findings shall be included as a separate part of the inspection report.

4. Coordination of tests, inspections, and repairs shall take place with the City's Facilities Maintenance Manager or designee in concert with the Contract Officer, being mindful that these systems are monitored/alarmed locally, and provided that any on-call repairs must be authorized in accordance with Section II of this Exhibit "A."
5. Consultant shall maintain the systems as hereinafter specified and shall provide all labor and materials necessary to keep the systems properly maintained for correct and efficient operation at all times. Consultant shall use trained and qualified personnel to regularly and systematically inspect, test, and adjust the systems, and to submit both an inspection & test report and when necessary a repair recommendation for Contract Officer approval pursuant to Section II of this Exhibit "A."
6. Description of System Specifications and Minimum Requirements:
 - (a) Fire Extinguishers:
 - (i) As required by the City's fire code, Consultant shall visually inspect extinguishers when they are initially installed and once a month after that, in addition to the annual maintenance inspections detailed below. Fire extinguishers should be visually inspected more frequently than once a month if they are installed in locations where they are more prone to rust, impact or tampering.
 - (ii) All portable fire extinguishers must meet manufacturing and performance standards and bear the label of an Office of the State Fire Marshal (OSFH) approved testing laboratory. Consultant shall inspect, test, maintain, and certify all fire extinguishers annually in the assigned City owned or occupied buildings. An A-B-C fire extinguisher shall be used on all kinds of fires.
 - (iii) Consultant's Annual Fire Extinguisher Checklist:
 - (A) Confirm the extinguisher is visible, unobstructed, and in its designated location;
 - (B) Verify the locking pin is intact and the tamper seal is unbroken. Examine the extinguisher for obvious physical damage, corrosion, leakage, or clogged nozzle;

- (C) Confirm the pressure gauge or indicator is in the operable range or position, and lift the extinguisher to ensure it is still full;
 - (D) Make sure the operating instructions on the nameplate are legible and facing outward;
 - (E) Check the last professional service date on the tag. (A licensed fire extinguisher maintenance contractor must have inspected the extinguisher within the past 12 months);
 - (F) Initial and date the back of tag;
 - (G) Report/Remove expired service tags and missing, damaged, or used extinguishers immediately. Submit a replacement report to the Contract Officer for approval;
 - (H) Refill, replenish and re-certify fire extinguishers of approximately 250 City vehicles during required annual inspection.
- (b) Sprinklers – 24 Wet Systems – Quarterly Inspections:
- (i) Inspect twenty-four (24) wet systems and risers;
 - (ii) Perform 2” drain test and record static and residual pressure(s);
 - (iii) Determine if fire sprinkler system is functional and in satisfactory condition;
 - (iv) Check condition of drain valves, gauges and related components;
 - (v) Inspect and test all sprinkler control valves for proper position and condition;
 - (vi) Tag alarm valves as required by code and law;
 - (vii) Inspect sprinkler control valve identification signs and security arrangements;
 - (viii) Check all control valves;
 - (ix) Check system control valves and sectional valves and lubricate as necessary;

- (x) Check condition of all alarm valves and related trim;
- (xi) Test water motor alarm going on all systems by:
 - (A) Operating inspectors test connection;
 - (B) Visual inspection;
 - (C) Water flow for evidence of any obstruction;
- (xii) Inspect and test sprinkler alarm system components;
- (xiii) Check condition of sprinkler heads for any obstructions or coatings;
- (xiv) Check reserve sprinkler heads for proper supply and arrangement;
- (xv) Check for adequate clearance around sprinkler heads for proper water distribution;
- (xvi) Check general condition of sprinkler system piping, hangers, and related equipment;
- (xvii) Inspect the following fire department connections, and lubricate as necessary:
 - (A) Couplings;
 - (B) Caps;
 - (C) Threads;
 - (D) Clapper;
 - (E) Check valves;
 - (F) Drains;
- (c) Sprinklers – Dry Valves – Quarterly Inspections:
 - (i) Dry-trip valve to determine if it is in service and in working condition;
 - (ii) Check drain valves, gauges, and related components;
 - (iii) Inspect and test all control valves for proper position, condition, and accessibility;

- (iv) Tag dry valve;
 - (v) Inspect building for changes that could affect system performance;
 - (vi) Check sprinkler heads for any obstruction/coatings that may hinder activation;
 - (vii) Check condition of dry valve and related trim;
 - (viii) Check reserve sprinkler heads for proper supply and assortment;
 - (ix) Check for adequate clearance around sprinkler heads for proper water distribution;
 - (x) Drain low points per NFPA 25;
 - (xi) Inspect pressure-reducing valve per manufacturer standards and report as necessary;
 - (xii) Contractor shall complete a 5-year certification of the sprinkler system.
- (d) All Inspection, Testing and Maintenance records must be kept according to the rules listed in NFPA 25 California Edition and the California Code of Regulations which covers the type of forms used, their contents, the length of time they must be kept.
 - (e) Without limitation, below are some sections of the Fire Code which describe the minimum level of service required to be performed for the fire extinguishers at all City locations:
 - (i) CCR Title 19 Sec. 575.1. Extinguishers shall be subjected to maintenance annually as described in Title 19 of the CCR. With Exceptions, this type of service does not require internal examination of the extinguisher.
 - (ii) Commercial Cooking Systems shall be operated and maintained in accordance with Chapter 5 of Title 19 of the CCR.

D. Task 3 – Access Control System Maintenance.

Consultant shall ensure that all access control systems are maintained for correct and efficient operation at all times for the entire term of the Agreement. All systems and system components shall be inspected quarterly, and must be repaired

(including on an emergency basis) after prior Contract Officer approval pursuant to Section II of this Exhibit “A.”

Description of the current Access Control Systems:

- City Hall - Has 2 large mercury-based panel enclosures to support 38 readers with HID multiclass smart card readers. These are all programmed and commissioned on the Genetec Synergis access control software. Contractor shall be able to provide new access cards as needed. The City currently has 500 access cards. Contractor shall be able to repair and/or replace existing locking hardware as needed as part of the maintenance services at no additional cost.
- Corporate Yard - Has a newly-installed Brivo panel enclosure in each building (A,B,C) together with a new 24 V power supplies with new HID multiclass smart card readers on 14 doors. These are all commissioned and programmed on a new Brivo SasS based hosted access control software, configured to time zone; access group and door schedule. The City currently has 500 access cards. Contractor shall be able to repair and/or replace existing locking hardware as needed.

E. Task 4 – CCTV Maintenance and Monitoring.

Consultant shall ensure that all CCTV systems/cameras are maintained and monitored (remotely, on a 24/7/365 basis) for correct and efficient operation at all times for the entire term of the Agreement. All systems and cameras shall be inspected quarterly, and must be repaired (including on an emergency basis) after prior Contract Officer approval pursuant to Section II of this Exhibit “A.”

Description of the current CCTV/camera Systems:

The City uses stand-alone CCTV/cameras at City Hall, Community Center, Veterans Park, Carson Park, Stevenson Park, Dominguez Park, Dolphin Park, Foisia Park, Mills Park and Calas Park. (See Figure 1). These video surveillance systems use the same software i.e., Genetec Synergies due to Genetec’s unified platform capabilities. (See Figure 1). Server has 18 TB of storage allowing the City the ability to retain 30 days of storage online.

The Corporate Yard has newly installed several Axis- 2MP high-definition cameras with Arcules Network Camera bridge (90 day retention).

F. Task 5 – Intrusion System Maintenance and Monitoring.

Consultant shall ensure that all intrusion systems are maintained and monitored (remotely, on a 24/7/365 basis) for correct and efficient operation at all times for the entire term of the Agreement. All intrusion systems, including all panels, keypads, and other components and equipment, shall be inspected quarterly, and

must be repaired (including on an emergency basis) after prior Contract Officer approval pursuant to Section II of this Exhibit “A.”

Description of the current Intrusion Systems (including partial/incomplete systems or system components):

- City Hall - Has 1 DMP Panel, 2 DMP wireless LCD keypads and 1 DMP wireless high-power receiver; 1 DMP siren, 4 DMP wireless motion sensors and 11 DMP wireless door sensors.
- Community Center – Has 1 DSC Panel.
- Corporate Yard – Has 3 Bosch 64 zone panel, 9 keypads, 21 motion sensors, 6 hardwired sirens, 33 wireless door sensors.
- Parks and Other Facilities – All City Parks, excluding Calas Park and the four mini-parks, have between 1 - 3 panels (See Figure 1).

- G. Troubleshooting.** Consultant shall provide services as necessary to troubleshoot and correct the deficiencies, to normal the panels, and to clear the items out of compliance as identified in the Los Angeles County Fire Department Inspection Report issued to the City dated December 22, 2020.
- H. Monitoring Conversion Services.** Consultant shall provide services related to conversion of monitoring of systems on cell dialers, as necessary to facilitate Consultant’s monitoring of systems pursuant to this Agreement.
- I. Installation Services.** Consultant shall complete installation of the DMP intrusion systems at Stevenson Park and Veterans Park & Sports Complex. Installation of these systems was commenced by a prior City contractor, but was never completed. Consultant will complete the installation work that was originally intended to be completed by the prior contractor, as specified in Section I.D.2 and I.E.2 of Exhibit “A” of City Contract No. C-18-031. The systems will be fully installed, commissioned and tested. Once installation is completed, Consultant shall provide ongoing maintenance (including quarterly inspections and on-call repairs) and monitoring for these systems as provided in subsection (F) of this Section I within the costs set forth in Exhibit “C.”
- J. On-Call Repair Services.** Consultant shall perform on-call repair services as needed to make repairs (beyond ordinance maintenance, inspections, testing, etc.) that may be required for operability of any of the security systems or system components that Consultant is responsible for maintaining pursuant to this Agreement, if such services are authorized pursuant to Section II of this Exhibit “A,” whether such authorization is initiated by a recommendation of Consultant made during/following a maintenance visit or otherwise.
- K.** With the exception of emergency on-call repair services, all services shall be performed on regular City business days – Mondays through Thursdays, between

the hours of 7:00 a.m. and 6:00 p.m., exclusive of national holidays and holidays observed by the City.

- L. During the term of this Agreement, the City reserves the right to add or delete specific services and/or locations at the applicable rates established in this Agreement. The Contract Officer shall give a seven (7) day notice to Consultant of any requested changes. Notwithstanding the foregoing, all additions or deletions of services and/or locations are to be approved and implemented under Section 1.8 of this Agreement or with City Council approval; otherwise, they will be deemed unauthorized and any payments made will be disgorged.
- M. Warranty: The warranty period for all labor work performed under this Agreement shall be one (1) year upon review and acceptance of work from City.

II. Consultant shall perform all on-call Services in compliance with the following requirements:

- A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; an explanation of how the cost was determined; and, a schedule for completion of the task with a task completion date ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".
- C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.
- D. The task shall be performed at a cost not to exceed the Task Budget.
- E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Compliant, operable and well-maintained existing systems and system components or equipment.
- B. Replacement parts as needed for on-call repair services.
- C. Inspection reports and recommendations as provided in Section IV, below.

IV. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

- A.** Fire System inspection, testing, maintenance reports submitted to the Contract Officer with any repair recommendations (including all relevant information/data & job estimate), submitted to the Contract Officer within one business day after each visit, or during the visit for emergencies.
- B.** Signed/certified reports of all fire extinguisher and fire sprinkler inspections and testing, with findings and any repair recommendations (including all relevant information/data & job estimate), submitted to the Contract Officer within one business day after each visit, or during the visit for emergencies.
- C.** Access control system inspection and maintenance reports submitted to the Contract Officer with any repair recommendations (including all relevant information/data & job estimate), submitted to the Contract Officer within one business day after each visit, or during the visit for emergencies.
- D.** CCTV/camera system inspection and maintenance reports submitted to the Contract Officer with any repair recommendations (including all relevant information/data & job estimate), submitted to the Contract Officer within one day after each visit, or during the visit for emergencies.
- E.** Intrusion system inspection and maintenance reports submitted to the Contract Officer with any repair recommendations (including all relevant information/data & job estimate), submitted to the Contract Officer within one day after each visit, or during the visit for emergencies.
- F.** Fire alarm system, CCTV system, and intrusion system monitoring reports on a daily basis for all monitored sites, detailing any incidents (in addition to reports/actions required to respond to incidents as they occur).
- G.** Other reports and records as may be required for compliance with the Fire Code, Building Code or other applicable laws, rules or regulations.

V. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VI. Consultant will utilize the following personnel to accomplish the Services:

- A.** Bill Romine – Field Supervisor
- B.** Steve Logan – Lead Service Technician
- C.** Sash Simmons – Project Manager

- D.** Will Contreras – Service Technician
- E.** Nic Howard – Lead Inspector
- F.** Sam Oporto – Inspector
- G.** Justin Piro – Technician & Inspector
- H.** Richard Haimann – Inspector
- I.** Alex Kim – Service Technician/Inspector
- J.** Ernesto Estrada – Inspector
- K.** Manny Olvera – Inspector
- L.** Oscar Perez – Inspector
- M.** Shambaugh & Son, L.P., a Texas limited partnership – Approved subcontractor for work requiring a C-16 (Fire Protection Contractor) license from the Contractors State License Board.

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 1.10, “Compliance with Labor and Wages Laws,” is hereby added to the Agreement to read in its entirety as follows:

“1.10 Compliance with Labor and Wage Laws.

Certain portions of the Services that meet the definition of “public works” under Labor Code Section 1720 (“PW Work”) (including all of the maintenance, inspection, testing, installation, monitoring conversion work [but not remote monitoring services], troubleshooting, and on-call repair work performed at City facilities) are subject to prevailing wages under the Labor Code and to the extent they are so, the below provisions will apply.

(a) Public Work. The Parties acknowledge that PW Work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“**DIR**”) implementing such statutes. The PW Work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Consultant and all subcontractors performed any PW Work must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any such work under this Agreement.

(c) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where PW Work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Consultant shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified

in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by Consultant or by 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 and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code 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 I will comply with such provisions before commencing the performance of the work of this contract."

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers

the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.”

II. Section 3.4, “Term,” of the Agreement is hereby amended to read in its entirety as follows:

“3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding *five (5) ~~one (1)~~ years commencing on July 1, 2022, and expiring on June 30, 2027 (“Term”) from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit ‘D’).* *The City has the option, at its sole discretion, to extend the Term by up to two (2) years, in one (1) year increments (each, an “Extension Term”), for an amount not exceeding \$50,100.28 for the first Extension Term and \$50,661.85 for the second extension term.*”

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

	ANNUAL RATE	TIME	SUB-BUDGET
Task 1 - Fire Alarm & Suppression System Monitoring	\$5,400	5 Years	\$27,000
Task 1 - Fire Alarm & Suppression System Inspections/Testing/Maintenance	\$14,100	5 Years	\$70,500
Task 2 -Fire Sprinkler System (Wet/Dry Valve including commercial hoods) Inspections/Testing/Maintenance	\$12,124	5 Years	\$60,620
Task 2 - Fire Extinguishers Inspections/Testing/Maintenance	\$7,245	5 Years	\$36,225
Task 3 – Access Control Systems Maintenance	\$5,760	1 Year	\$5,760
Task 4 – CCTV Systems Maintenance & Monitoring	\$28,800	1 Year	\$28,800
Task 5 – Intrusion System Maintenance & Monitoring	\$14,100	1 Year	\$14,100
Troubleshooting (Exh. A, §I.G)	\$2,600	One-Time	\$2,600
Monitoring Conversion using Cellular Dialers (Exh. A, §I.H)	\$24,990	One-Time	\$24,990
On-Call Repair Services (Exh. A, §I.J)	Per Exh. C, §7	5 Years	Year 1: \$4,000 for non-emergency services, \$4,800 for emergency services; hourly rates thereafter increasing by 5% annually (5-Year Total = \$48,625.56)

Completion of Installation of Intrusion Systems at Veterans & Stevenson Parks	\$4,800 per system*	One-Time	\$9,600*
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***Note: The base price for these services (standard labor and parts) is \$2,000 per system. An additional up to \$2,800 per system may be authorized on an on-call basis pursuant to Section II of Exhibit “A,” at the non-emergency rates set forth in Section VII of Exhibit “C,” in the event that unforeseen complications require additional labor that is not within the scope of subsections (G) or (H) of Section I of Exhibit “A”.**

II. A location-by-location breakdown of the annual costs for Tasks 1-5 is as follows:

		CITYWIDE FIRE SYSTEMS				ACCESS CONTROL	CCTV	ALARM SYSTEMS
CITY FACILITY		TASK 1		TASK 2		TASK 3	TASK 4	Task 5
		FIRE ALARM SYSTEM AND SUPPRESSION SYSTEM		FIRE EXTINGUISHER	SPRINKLER SYSTEM - WET/DRY VALVE including COMMERCIAL COOKING HOODS	ACCESS CONTROL	CCTV	INTRUSION
		Semi-Annual Inspection, Testing and Maintenance (ITM) 3-Year Certification	Monthly Monitoring	Annual Inspection, Testing and Maintenance (ITM)	Annual Inspection, Testing and Maintenance (ITM)	MAINTENANCE AND MONITORING	MAINTENANCE AND MONITORING	MAINTENANCE AND MONITORING
1	City Hall	\$3,840.00	\$100.00	\$305.00	\$3,600.00	\$2,880.00	\$2,880.00	NA
2	Community Center	\$3,700.00	\$50.00	\$305.00	\$2,062.00		\$2,560.00	\$45.00
3	Corporate Yard	\$640.00	\$50.00	\$3,075.00	\$1,340.00	\$2,880.00	\$2,880.00	\$135.00
4a	Veterans Park	NA	NA	NA	NA		NA	\$45.00
4b	Veterans Sports Complex	\$1,920.00	\$50.00	\$275.00	\$1,430.00		\$2,560.00	\$45.00
5a	Carson Park	\$1,920.00	\$50.00	\$295.00	\$2,062.00		\$2,560.00	\$45.00
5b	Carson Pool	NA	NA	NA	NA		NA	\$45.00
6	Stevenson Gym and Park	\$1,440.00	\$50.00	\$225.00	\$1,430.00		\$2,560.00	\$90.00
7a	Dominguez Park			\$225.00			\$2,560.00	\$90.00
7b	Dominguez Pool			NA			NA	\$45.00
8	Dolphin Park	NA	\$50.00	\$275.00			\$2,560.00	\$45.00
9	Foixie Park	\$640.00	\$50.00	\$225.00			\$2,560.00	
9	Foixie Pool			NA			NA	\$45.00
10	Anderson Park			\$200.00				\$90.00
11	Mills Park			\$200.00			\$2,560.00	\$45.00
12a	Hemingway Park			\$225.00				\$90.00
12b	Hemingway Pool			NA				\$45.00
13	Coles Park	NA		\$175.00			\$2,560.00	\$45.00
14	Carriage Crest Park			\$100.00				\$45.00
15	Del Amo Park			\$225.00	NA			\$45.00
16	Four (4) other mini parks							
17	250 Vehicles			\$315.00				
Annual Not-to-Exceed Amount		\$14,100.00	\$5,400.00	\$7,245.00	\$12,124.00	\$5,760.00	\$28,800.00	\$14,100.00
Notes:	Green colored box means - need maintenance or monitoring service	Gray colored box means - no maintenance or monitoring service needed	Blue colored box means total cost per task					
* maintenance garage								

- III. For all on-call Services, Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

- IV. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.
- V. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- VI. The total compensation for the Services shall not exceed \$328,820.56 as provided in Section 2.1 of this Agreement.
- VII. The Consultant's billing rates for all licensed technician personnel are as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Emergency on-call repair services (outside of regular City business hours) - Hourly Rate*	\$120	\$126	\$132.30	\$138.92	\$145.86
Non-Emergency Repair Services - Hourly Rate*	\$100	\$105	\$110.25	\$115.76	\$121.55

***For each service call, Consultant will bill for: (1) exact/actual time worked on-site; (2) travel time, not to exceed two hours; and (3) a trip charge of \$35. Example: A Year 1 non-emergency service call takes 30 minutes to perform. The technician's roundtrip**

driving time was one hour. Consultant will bill as follows: (1) .5 hrs labor = \$50; plus (2) 1 hr travel time = \$100; plus (3) \$35 trip charge. Total charge = \$185.

Note: The rates set forth in the foregoing table reflect an annual 5% increase; if the City exercises one or both of its options to extend the Term of this Agreement pursuant to Section 3.4, the rates will continue as set forth in the table with the same 5% annual rate of increase for each of the two optional Extension Terms.

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the following schedule:**

Timing/Frequency

- A. Task 1:** Ongoing throughout term of Agreement; Frequency of testing/inspections/maintenance = as stated in Exhibit “A” and as required by code; 24/7/365 monitoring.
- B. Task 2:** Ongoing throughout term of Agreement; Frequency of Inspections/Testing/Maintenance = as stated in Exhibit “A” and as required by code.
- C. Task 3:** Ongoing for one year*; Quarterly inspections.
- D. Task 4:** Ongoing for one year*; Quarterly inspections; 24/7/365 monitoring.
- E. Task 5:** Ongoing for one year*; Quarterly inspections; 24/7/365 monitoring.
- F. Troubleshooting (Exh. A, §I.G):** To be completed within 14 days after Notice to Proceed.
- G. Monitoring Conversion (Exh. A, §I.H):** To be completed within 30 days after Notice to Proceed.
- H. Installation Services (Exh. A, §I.I) –** To be completed within 60 days after Notice to Proceed.

* City may opt to continue these services for up to two additional one-year periods after the first year at the same rates specified in Exhibit “C,” subject to City Council approval and execution of a written amendment to this Agreement by the Parties.

- II. Consultant shall perform all on-call Services timely as set forth in Exhibit A, i.e., in accordance with the applicable Task Proposal and completed by the Task Completion Date.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**