

**AGREEMENT TO PROVIDE
INSPECTION, MAINTENANCE, AND REPAIR SERVICES FOR FIRE SPRINKLERS,
FIRE EXTINGUISHERS, AND FIRE SUPPRESSION SYSTEMS
TO THE CITY OF BURLINGAME**

THIS AGREEMENT is made and entered into in the City of Burlingame, County of San Mateo, State of California, by and between the City of Burlingame, a municipal corporation [hereinafter City], and Johnson Controls Fire Protection LP [hereinafter Contractor], as of the 22nd day of January, 2024.

RECITALS

- (A) City wishes to establish a contractual relationship with Contractor to provide services and materials on an on-call basis when needed by City; and
- (B) City has not determined the exact nature, scope, or budget for these services and materials at this time; and
- (C) City has qualified Contractor for providing these services and materials as to insurance and other provisions as specified in this Agreement; and
- (D) Contractor represents that it is a qualified and competent supplier of the services and items to be purchased under this Agreement.

IT IS AGREED AS FOLLOWS:

1. Scope of Services. The Contractor shall provide the following services:
 - (A) As requested by the Facilities Division, to provide inspection, maintenance and repair services for fire sprinklers, fire extinguishers, and fire suppression systems on a time and materials basis at City facilities.
 - (B) See Exhibit A for cost and labor rates.
 - (C) City recognizes that prevailing wage increases may occur during the term of the contract, and consequently will allow Contractor to increase labor rates up to five (5) percent per year to ensure the labor rates reflect current prevailing wages.
2. Time of Performance. The services of the Contractor are to be available upon execution of this Agreement until June 30, 2026 with two (2) one-year renewal options (commencing on July 1st of each year) at the election of the City.
3. Request for Services. City will request services pursuant to this Agreement and the Contractor and the City shall execute a purchase order specifying the nature and cost of the services to be provided for that specific request. Contractor shall acknowledge receipt and

acceptance of the requested materials and/or services by signing a copy of the purchase order and returning it to the City within ten (10) days unless directed to reply sooner.

4. Nonexclusivity. Nothing contained in this Agreement shall be construed or interpreted as giving the Contractor any exclusive right or priority to provide any or all of the services described in this Agreement, and the City shall remain free to use its own forces or any other person to provide some or all of those services as the City may in its sole discretion determine best meets the City's needs and wishes.
5. Compliance with Laws. The Contractor shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to perform the services requested under this Agreement. If providing services in the City, **Contractor shall maintain a City business license pursuant to the City Municipal Code.**
6. Sole Responsibility. Contractor shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
7. Cost of Services and Materials. Pricing for those services shall be in conformance with the price listing contained in Exhibit A attached hereto [or shall be specified in the purchase order and attachments to the purchase order for the specific services and materials requested by the City]. In no event shall purchases under this Agreement exceed a total of One Hundred Thousand Dollars (\$100,000.00).
8. Information/Report Handling. All documents furnished to Contractor by the City and all reports and supportive data prepared by the Contractor under this Agreement are the City's property and shall be delivered to the City upon the completion of Contractor's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Contractor in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Contractor shall not make any of the documents or information available to any individual or organization not employed by the Contractor or the City without the written consent of the City before such release.
9. Availability of Records. Contractor shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Contractor shall make these records available to authorized personnel of the City at the Contractor's offices during business hours upon written request of the City.
10. Project Managers. The designated Project Manager for the City is the Facilities and Fleet Division Manager who shall represent the City on all matters hereunder.

11. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City: Public Works Corporation Yard
 City of Burlingame
 1361 N. Carolan Avenue
 Burlingame, CA 94010
 (650) 558-7670

To Contractor: Daniel Rodriguez, Sales Representative
 Johnson Controls Fire Protection LP
 5757 N Green Bay Ave
 Milwaukee, WI, 53209
 (209) 229-5788

or personally delivered to Contractor to such address or such other address as Contractor designates in writing to City.

12. Independent Contractor. It is understood that the Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the City. As an independent contractor, neither Contractor nor any of its officers or employees shall obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Contractor may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.
13. Nondiscrimination. Contractor warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Contractor does not and shall not discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act. In performing services under this Agreement, Contractor shall not discriminate against any applicant or designer on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition.
14. Insurance. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's pricing. See Exhibit A.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 04 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$2,000,000.
- ii. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- iv. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provision

The policies are to contain, or be endorsed to contain the following provisions:

- i. General Liability and Automobile Liability Coverages
 - a. The City of Burlingame, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Burlingame, its officers, officials, employees, or volunteers. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors.

b. The Contractor's insurance coverage shall be primary insurance as respects the City of Burlingame, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Burlingame, its officers, officials, employees, or volunteers shall be excess of the Contractor's Insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Burlingame, its officers, officials, employees, or volunteers.

d. The Contractor'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.

ii. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Burlingame, its officers, officials, employees, or volunteers for losses arising from work performed by the Contractor for the City of Burlingame.

iii. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the City of Burlingame.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and authorized to do business in the State of California.

E. Verification of Coverage

Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

15. Indemnification. The Contractor shall save, keep and hold harmless indemnify and defend the City its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Contractor, or any of the Contractor's officers, employees, or agents or any subcontractor. This provision shall not apply if the damage or injury is proximately caused by the gross or active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.
16. Prevailing Wages. Unless otherwise authorized in writing by the City, Contractor shall comply with Labor Code Sections 1774 and 1775. The current schedule of prevailing wage rates supplied by the State Department of Industrial Relations can be found at www.dir.ca.gov/OPRL/PWD/index.htm or by writing to the Department of Labor Relations. The City shall not supply copies of this schedule for posting on the job site unless specifically requested to do so by the Contractor. If the Contractor intends to use a craft or classification not shown on the general prevailing wage determinations, it may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations effective at the time of the purchase order. If the Contractor intends to use a craft or classification not shown, it shall notify the City at least five (5) working days before the execution of the purchase order. It is the Contractor's obligation to ensure that prevailing wages are paid on this project in conformance with State law and regulations.
17. Time of the Essence. Prompt delivery of the services and materials is essential to this Agreement.
18. Termination. Upon fifteen (15) calendar days written notice to Contractor, City may, with or without cause and without prejudice to any other right or remedy of City, terminate the Contract for City's convenience. In such case, Contractor will be paid for (1) work satisfactorily completed prior the effective date of such termination, (2) furnishing of labor, equipment, and materials in accordance with the Contract Documents in connection with uncompleted work, (3) reasonable expenses directly attributable to termination, and (4) fair and reasonable compensation for associated overhead and profit. No payment will be made on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
19. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Agreement.

20. Modifications. No modification, waiver, termination, or amendment to this Agreement is effective unless made in writing signed by the City and the Contractor.
21. Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
22. Entire Agreement. This Agreement sets forth the entire understanding between the parties.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date of January 22, 2024.

By *Lisa K. Goldman*
City Manager

Willard McCune
Print Name

Willard McCune
Signature

Total Service Manager

Title

ATTEST:

Meaghan Hassel-Shearer
City Clerk

Approved as to form:

Scott Spansail
City Attorney



Johnson Controls Rider to Agreement

This Rider is made as of **January 19, 2024** by and between **Johnson Controls Fire Protection LP** ("Johnson Controls") and **City of Burlingame** ("Customer") and amends the **AGREEMENT TO PROVIDE INSPECTION, MAINTENANCE AND REPAIR SERVICES FOR FIRE SPRINKLERS, FIRE EXTINGUISHERS, AND FIRE SUPPRESSION SYSTEMS** (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

1. **Section 7, Cost of Services and Materials.** The pricing set forth in this Agreement is based on Johnson Controls' quoted scope of work and known site conditions ("Scope of Work"). If the Customer requests additional work beyond that set forth in the Scope of Work, the price will be increased accordingly. Prices for products covered may also be adjusted by Johnson Controls to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) incurred after issuance of Johnson Controls' applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government.
2. **Section 8, Information/Report Handling, ADD:** "Unless otherwise agreed by the parties in writing, all Work Product shall become the property of Customer upon payment, therefore. The intellectual property rights in Work Product shall remain the property of Johnson Controls. However, Johnson Controls shall grant Customer a royalty-free, perpetual, irrevocable license to make derivative works of any drawings, specifications and reports provided by Johnson Controls to Customer pursuant to the Agreement, provided the use of such derivative works is limited to the specific facilities at the specific sites in connection with which they were provided. As used herein, "Work Product" means collectively all documentation, materials, drawings, specifications, reports, proposals and other items provided by Johnson Controls to Customer pursuant to this Agreement."
3. **Section 14, Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated and shall provide a certificate evidencing such coverage promptly following a Customer's request.

COVERAGES

LIMITS OF LIABILITY

Workmen's Compensation Insurance

Statutory

Commercial General Liability Insurance

\$1,000,000 Per Occurrence
\$2,000,000 Aggregate

Comprehensive Automobile Liability Insurance

\$1,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage throughout the term of the Agreement.

Paragraph B, Deductibles and Self-Insured Retentions, REMOVE

Paragraph E, Verification of Coverage, REMOVE LAST SENTENCE

4. **CITY OF BURLINGAME CONTRACTOR REQUIREMENTS, Insurance, 4th paragraph down, REMOVE LAST SENTENCE.**

ADD AS NEW LANGUAGE:

5. **Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Invoicing disputes must be identified in writing within twenty-one (21) days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer under the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses.
6. **Warranty.** Johnson Controls makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the equipment and services provided by Johnson Controls cannot prevent occurrences of the types of events (i.e., fires) they are intended to detect or avert. Johnson Controls warrants that the equipment (as opposed to any software) furnished by Johnson Controls is free from defects in materials and workmanship for a period of 90 days from the date the Services were completed (the "Warranty Period"). If during the Warranty Period, any part of the equipment does not function as warranted and provided, as a condition precedent, that the Customer notifies Johnson Controls during the Warranty Period, Johnson Controls will determine, at its sole discretion, to either i) repair the equipment; or ii) replace it with a new or functionally operative part.

Johnson Controls warrants that Services will be performed in a good and workmanlike manner during the Warranty period. If services are not performed as warranted and Johnson Controls is notified as a condition precedent, in writing by the Customer within the Warranty Period, Johnson Controls will re-perform the non-conforming services.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. All other warranties are expressly disclaimed and waived.

THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT OR AS SPECIFIED ABOVE.

Johnson Controls' warranties will be voided by misuse, accident, damage, abuse, alteration, modification, failure to maintain proper physical or operating environment, use of unauthorized parts or components, improper Customer maintenance or repair by Customer or third parties without the supervision of and prior written approval of Johnson Controls, or if Johnson Controls' serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the Equipment to Johnson Controls in writing.

7. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event, plus additional time to overcome the effect of the delay.

City of Burlingame ("Customer")

By: *Lisa K. Goldman*
Title: City Manager
Date: 1/20/2024

Johnson Controls Fire Protection LP ("Johnson Controls")

By: *Willard McLune*
Title: Total Service Manager
Date: 01/20/2024

EXHIBIT A

Bid Results

Bidder Details

Vendor Name Johnson Controls Fire Protection LP
Address 5757 N Green Bay Ave
Milwaukee, Wisconsin 53209
United States
Respondee Daniel Rodriguez
Respondee Title Sales Representative
Phone 209-229-5788
Email daniel.1.rodriguez@jci.com
Vendor Type CADIR
License #
CADIR 1000000576

Bid Detail

Bid Format Electronic
Submitted 11/14/2023 4:05 PM (PST)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 353457

Respondee Comment

I have two documents I want to submit with my bid that would not load in the attachments so I will be sending these documents via e-mail to the respective party within City of Burlingame.

Buyer Comment

Attachments

File Title	File Name	File Type
City of Burlingame_Agreement_Rider.pdf	City of Burlingame_Agreement_Rider.pdf	Proposal Attachment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
YEAR 1 (DECEMBER 2023 – JUNE 2024) (7 MONTHS)							\$23,274.20		
1	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs		Annual Fire Extinguisher Service: Dry Chemical, 5-20 lbs. (per extinguisher)	Each	1	\$18.60	\$18.60	Yes	
2	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs		Annual Fire Extinguisher Service: Halon/Haltron, 5-20 lbs. (per extinguisher)	Each	1	\$18.60	\$18.60	Yes	
3	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs		Price to exchange/replace existing fire extinguishers: New Extinguisher	Each	1	\$250.00	\$250.00	Yes	
4	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs		Price to exchange/replace existing fire extinguishers: Used/Refurbished Extinguisher	Each	1	\$250.00	\$250.00	Yes	
5	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs		Annual Inspection for Fire Suppression System (per service)	Each	1	\$1,240.00	\$1,240.00	Yes	
6	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs		Semi-annual inspection for fire suppression system (per service)	Each	1	\$1,240.00	\$1,240.00	Yes	
7	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs		Truck Fee (per day)	Each	1	\$221.00	\$221.00	Yes	
8	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Donnelly Parking Garage, 25,428 square feet	LS	1	\$1,220.00	\$1,220.00	Yes	
9	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Fire Station 34, 12,000 square feet	LS	1	\$1,960.00	\$1,960.00	Yes	
10	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Grandstand, 5,900 square feet	LS	1	\$1,320.00	\$1,320.00	Yes	
11	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Main Library, 47,268 square feet (has pre-action system)	LS	1	\$4,330.00	\$4,330.00	Yes	
12	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Wash Facility (Building E), 7,900 square feet	LS	1	\$1,310.00	\$1,310.00	Yes	
13	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Public Works Corporation Yard, 41,000 square feet	LS	1	\$1,980.00	\$1,980.00	Yes	
14	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Community Center, 38,757 square feet	LS	1	\$1,980.00	\$1,980.00	Yes	
15	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Police Station, 26,160 square feet	LS	1	\$1,980.00	\$1,980.00	Yes	
16	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Highland Parking Garage, 136,633 square feet	LS	1	\$2,960.00	\$2,960.00	Yes	
17	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Truck Fee (per day)	Each	1	\$221.00	\$221.00	Yes	
18	Hourly Rates (prevailing wages)		Hourly Rate During Normal Business Hours (prevailing wage)	HR	1	\$310.00	\$310.00	Yes	
19	Hourly Rates (prevailing wages)		Hourly Overtime Rate (prevailing wage)	HR	1	\$465.00	\$465.00	Yes	
YEAR 2 (JULY 2024 – JUNE 2025) (12 MONTHS)							\$23,274.20		
20	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs		Annual Fire Extinguisher Service, Dry Chemical, 5-20 lbs.	Each	1	\$18.60	\$18.60	Yes	
21	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs		Annual Fire Extinguisher Service: Halon/Haltron, 5-20 lbs. (per extinguisher)	Each	1	\$18.60	\$18.60	Yes	
22	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs		Price to exchange/replace existing fire extinguishers: New Extinguisher	Each	1	\$250.00	\$250.00	Yes	
23	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs		Price to exchange/replace existing fire extinguishers: Used/Refurbished Extinguisher	Each	1	\$250.00	\$250.00	Yes	
24	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs		Annual Inspection for Fire Suppression System (per service)	Each	1	\$1,240.00	\$1,240.00	Yes	
25	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs		Semi-annual inspection for fire suppression system (per service)	Each	1	\$1,240.00	\$1,240.00	Yes	
26	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs		Truck Fee (per day)	Each	1	\$221.00	\$221.00	Yes	
27	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Donnelly Parking Garage, 25,428 square feet	LS	1	\$1,220.00	\$1,220.00	Yes	
28	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Fire Station 34, 12,000 square feet	LS	1	\$1,960.00	\$1,960.00	Yes	
29	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Grandstand, 5,900 square feet	LS	1	\$1,320.00	\$1,320.00	Yes	
30	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Main Library, 47,268 square feet (has pre-action system)	LS	1	\$4,330.00	\$4,330.00	Yes	
31	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Wash Facility (Building E), 7,900 square feet	LS	1	\$1,310.00	\$1,310.00	Yes	
32	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Public Works Corporation Yard, 41,000 square feet	LS	1	\$1,980.00	\$1,980.00	Yes	
33	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Community Center, 38,757 square feet	LS	1	\$1,980.00	\$1,980.00	Yes	
34	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Police Station, 26,160 square feet	LS	1	\$1,980.00	\$1,980.00	Yes	
35	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Highland Parking Garage, 136,633 square feet	LS	1	\$2,960.00	\$2,960.00	Yes	
36	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Truck Fee (per day)	Each	1	\$221.00	\$221.00	Yes	
37	Hourly Rates (prevailing wages)		Hourly Rate During Normal Business Hours (prevailing wage)	HR	1	\$310.00	\$310.00	Yes	

38	Hourly Rates (prevailing wages)	Hourly Overtime Rate (prevailing wage)	HR	1	\$465.00	\$465.00	Yes	
YEAR 3 (JULY 2025 – JUNE 2026) (12 MONTHS)						\$23,274.20		
39	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs	Annual Fire Extinguisher Service, Dry Chemical, 5-20 lbs.	Each	1	\$18.60	\$18.60	Yes	
40	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs	Annual Fire Extinguisher Service: Halon/Haltron, 5-20 lbs. (per extinguisher)	Each	1	\$18.60	\$18.60	Yes	
41	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs	Price to exchange/replace existing fire extinguishers: New Extinguisher	Each	1	\$250.00	\$250.00	Yes	
42	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs	Price to exchange/replace existing fire extinguishers: Used/Refurbished Extinguisher	Each	1	\$250.00	\$250.00	Yes	
43	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs	Annual Inspection for Fire Suppression System (per service)	Each	1	\$1,240.00	\$1,240.00	Yes	
44	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs	Semi-annual inspection for fire suppression system (per service)	Each	1	\$1,240.00	\$1,240.00	Yes	
45	Costs for Fire Extinguisher and Fire Suppression (ANSUL) System Services and Repairs	Truck Fee (per day)	Each	1	\$221.00	\$221.00	Yes	
46	Costs for Fire Sprinkler System Inspection, Testing and Maintenance	Annual Cost: Donnelly Parking Garage, 25,428 square feet	LS	1	\$1,220.00	\$1,220.00	Yes	
47	Costs for Fire Sprinkler System Inspection, Testing and Maintenance	Annual Cost: Fire Station 34, 12,000 square feet	LS	1	\$1,960.00	\$1,960.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
48	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Grandstand, 5,900 square feet	LS	1	\$1,320.00	\$1,320.00	Yes	
49	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Main Library, 47,268 square feet (has pre-action system)	LS	1	\$4,330.00	\$4,330.00	Yes	
50	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Wash Facility (Building E), 7,900 square feet	LS	1	\$1,310.00	\$1,310.00	Yes	
51	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Public Works Corporation Yard, 41,000 square feet	LS	1	\$1,980.00	\$1,980.00	Yes	
52	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Community Center, 38,757 square feet	LS	1	\$1,980.00	\$1,980.00	Yes	
53	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Police Station, 26,160 square feet	LS	1	\$1,980.00	\$1,980.00	Yes	
54	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Annual Cost: Highland Parking Garage, 136,633 square feet	LS	1	\$2,960.00	\$2,960.00	Yes	
55	Costs for Fire Sprinkler System Inspection, Testing and Maintenance		Truck Fee (per day)	Each	1	\$221.00	\$221.00	Yes	
56	Hourly Rates (prevailing wages)		Hourly Rate During Normal Business Hours (prevailing wage)	HR	1	\$310.00	\$310.00	Yes	
57	Hourly Rates (prevailing wages)		Hourly Overtime Rate (prevailing wage)	HR	1	\$465.00	\$465.00	Yes	
YEARS 1-3 (DECEMBER 2023 – JUNE 2026)							\$27,987.50		
58	Replacement Cost for Fire Extinguishers		Six-Year Tear Down (per extinguisher)	Each	1	\$87.50	\$87.50	Yes	
59	Inspection Cost for Fire Sprinkler System		Five-Year Internal Sprinkler Inspection Cost (inspection of all facilities to be conducted in 2024)	LS	1	\$27,900.00	\$27,900.00	Yes	

Line Item Subtotals

Section Title	Line Total
YEAR 1 (DECEMBER 2023 – JUNE 2024) (7 MONTHS)	\$23,274.20
YEAR 2 (JULY 2024 – JUNE 2025) (12 MONTHS)	\$23,274.20
YEAR 3 (JULY 2025 – JUNE 2026) (12 MONTHS)	\$23,274.20
YEARS 1-3 (DECEMBER 2023 – JUNE 2026)	\$27,987.50
Grand Total	\$97,810.10

AGENCY CUSTOMER ID: CN101230596

LOC #: Milwaukee



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">AGENCY MARSH USA LLC.</td> <td style="width: 50%;">NAMED INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209</td> </tr> <tr> <td>POLICY NUMBER</td> <td></td> </tr> <tr> <td>CARRIER</td> <td>NAIC CODE</td> </tr> <tr> <td colspan="2">EFFECTIVE DATE:</td> </tr> </table>	AGENCY MARSH USA LLC.	NAMED INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	POLICY NUMBER		CARRIER	NAIC CODE	EFFECTIVE DATE:		
AGENCY MARSH USA LLC.	NAMED INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209								
POLICY NUMBER									
CARRIER	NAIC CODE								
EFFECTIVE DATE:									

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

WORKERS COMPENSATION:

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE

The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:

Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Logix, LLC; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Integrated Solutions; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2**

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

GL 289 001 1012

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A**

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

GL 289 002 1012

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy No. MWC313943 23

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

- A.** In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is An Insured,** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in a contract or any other agreement that such person(s) or organization(s) be added as additional insured on your policy. The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** The most we will pay on behalf of the additional insured described in Paragraph **A.** above is the lesser of the amount payable under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, C. Limits of Insurance** or the amount of insurance required by the contract or agreement.
- C.** Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial Auto Coverage Form to which this endorsement is attached.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required by contract to waive recovery right.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

If required by contract, any person or organization against whom you have agreed to waive your right to recovery.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

ON FILE WITH COMPANY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 04-84)

DATE OF ISSUE:

AM Best Rating Services

Old Republic Insurance Company

BestLink  AMB #: 000733 NAIC #: 24147 FEIN #: 250410420

Domiciliary Address

631 Excel Drive Suite 200
Mt. Pleasant, Pennsylvania 15666
[United States](#)

Web: www.oldrepublic.com

Phone: 724-834-5000

Fax: 724-834-8204

AM Best Rating Unit: [AMB #: 002976 - Old Republic Insurance Companies](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058439 - Old Republic International Corporation](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings**Financial Strength** View Definition

Rating (Rating Category): A+ (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: July 12, 2023
Initial Rating Date: June 30, 1940

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa- (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: July 12, 2023
Initial Rating Date: June 20, 2005

Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Robert Valenta, CPCU
Director: Erik Miller
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information**Disclosure Information Form**

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of Subsidiaries of Old Republic International Corporation](#)
July 12, 2023

View AM Best's [Rating Review Form](#)

Rating History

AM Best has provided ratings & analysis on this company since 1940.

Financial Strength Rating

Effective Date	Rating
July 12, 2023	A+
June 10, 2022	A+
April 21, 2021	A+
May 21, 2020	A+
May 17, 2019	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
July 12, 2023	aa-
June 10, 2022	aa-
April 21, 2021	aa-
May 21, 2020	aa-
May 17, 2019	aa-

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [002976 - Old Republic Insurance Companies](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



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Press Releases

Date ▾	Title
Jul 12, 2023	AM Best Affirms Credit Ratings of Subsidiaries of Old Republic International Corporation
Jun 10, 2022	AM Best Affirms Credit Ratings of Subsidiaries of Old Republic International Corporation
Apr 21, 2021	AM Best Upgrades Credit Ratings of Members of Old Republic Title Insurance Group; Affirms Other Old Republic Intl Corp Subs
May 21, 2020	AM Best Affirms Credit Ratings of Subsidiaries of Old Republic International Corporation
May 17, 2019	AM Best Takes Various Rating Actions on Subsidiaries of Old Republic International Corporation
Apr 25, 2018	A.M. Best Affirms Credit Ratings of Subsidiaries of Old Republic International Corporation
Apr 13, 2017	A.M. Best Affirms Credit Ratings of Subsidiaries of Old Republic International Corporation

Page size: 10 ▾ 19 items in 2 pages

European Union Disclosures

A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

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California Department of Insurance

Insurance questions? Call 800-927-4357

Company Profile

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Company Complaints

Company Performance
& Comparison Data

Enforcement Action

Consumer Complaint
Study

Workers' Compensation

Workers' Compensation
Complaint & Request
for Action/Appeal
Contact Information

Additional Information

View
Financial Disclosure

Company Profile Search Lines of Insurance Search Other Insurance Entities

Company Profile

OLD REPUBLIC INSURANCE COMPANY

631 Excel Drive, Ste. 200, Mt. Pleasant, PA 15666

800-766-5673

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Name History

Legal Name	Name Status	Effective Date
OLD REPUBLIC INSURANCE COMPANY	Current	

Agent for Service

Full Name	Attn Or C/O	Full Address	Contact Phone	Effective From Date
Melissa DeKoven	Corporation Service Company	2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833-3505	888-690-2882	03/05/2019

Reference Information

Identification

Company ID (EID)	340
CA #	1484
NAIC	241
NAIC Group	150
NAIC Group Name	OLD REP

Classification

Category	Insu
Category Type	Prop & Cast
Status	Unli Nor
License Category	Adn

Location

State Name	Pen
Origin	Fore
Country	-
Form	Stoc

GRF

Lines of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

Lines of Business
Fire
Marine
Disability
Plate Glass
Workers' Compensation
Common Carrier Liability
Burglary
Credit
Team And Vehicle
Automobile
Miscellaneous
Surety
Liability
Boiler And Machinery
Sprinkler
Aircraft

Financial Statements

* Year

California Department of Insurance Disclaimer

The Annual and Quarterly Financial Statements are submitted to the California Department of Insurance ("CDI") pursuant to California Insurance Code Sections 900 and 931 and California Code of Regulations Section 2308.1. The information is furnished to the CDI by California admitted insurers and is provided to the public "AS IS" pursuant to California Insurance Code Section 12921.2.

The CDI does not guarantee the truth, accuracy, adequacy or completeness of the data contained in the insurers' Annual and Quarterly Financial Statements and expressly disclaims any liability for any errors, omissions, or the result obtained from the use of such data.

Individuals who are unable to access the Annual and Quarterly Financial Statements may contact the CDI at CustodianofRecords@insurance.ca.gov for additional information.

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Contractor Information

Legal Entity Name
JOHNSON CONTROLS, INC

Legal Entity Type
Corporation

Status
Active

Registration Number
1000000593

Registration effective date
7/1/2021

Registration expiration date
6/30/2024

Mailing Address
103 WOODMERE ROAD, SUITE 110 FOLSOM 95630 CA United Sta...

Physical Address
103 WOODMERE ROAD, SUITE 110 FOLSOM 95630 CA United Sta...

Email Address

Trade Name/DBA
JOHNSON CONTROLS, INC

License Number(s)
CSLB:22445
CSLB:22445

Registration History

Effective Date	Expiration Date
6/4/2018	6/30/2019
5/15/2017	6/30/2018
5/27/2016	6/30/2017
6/9/2015	6/30/2016
7/25/2014	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2021
7/1/2021	6/30/2024

Legal Entity Information

Corporation Number:
39-0380010

Federal Employment Identification Number:

President Name:
GEORGE OLIVER

Vice President Name:
JEFF WILLIAMS

Treasurer Name:
Marc Vandiepenbeeck

Secretary Name:
JOHN DONOFRIO

CEO Name:
GEORGE OLIVER

Agent of Service Name:
ERIK BECK

Agent of Service Mailing Address:
103 WOODMERE ROAD SUITE 110 FOLSOM 95630 CA United States of America

Agent of Service Name:
Teresa Dolmseth

Agent of Service Mailing Address:
103 Woodmere Road Suite 110 Folsom 95630 CA United States of America

Agent of Service Name:
WILLIAM LANGTRY

Agent of Service Mailing Address:
103 WOODMERE ROAD, SUITE 110 FOLSOM 95630 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current workers compensation insurance

information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:JOHNSON CONTROLS, INC**Insurance Carrier:**OLD REPUBLIC INSURANCE COMPANY**Policy Number:** 24147**Inception date:**10/2/2019**Expiration Date:**10/1/2020

Contractor Information

Legal Entity Name
JOHNSON CONTROLS FIRE PROTECTION LP

Legal Entity Type
LLP LP

Status
Active

Registration Number
1000000576

Registration effective date
7/1/2022

Registration expiration date
6/30/2025

Mailing Address
3568 RUFFIN ROAD SOUTH SAN DIEGO 92123 CA United States o...

Physical Address
3568 RUFFIN ROAD SOUTH SAN DIEGO 92123 CA United States o...

Email Address

Trade Name/DBA

License Number(s)
CSLB:986047

Registration History

Effective Date	Expiration Date
6/14/2018	6/30/2019
5/9/2017	6/30/2018
5/19/2016	6/30/2017
6/10/2015	6/30/2016
7/23/2014	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2025

Legal Entity Information

General Partners Name: Entity Type:

Workers Compensation

Do you lease employees through No**Professional Employer****Organization (PEO)?:**

**Please provide your current
workers compensation insurance**

information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:JOHNSON CONTROLS FIRE PROTECTION LP**Insurance Carrier:**OLD REPUBLIC INSURANCE COMPANY
Policy Number:MWC 313943 21**Inception date:**10/1/2021**Expiration Date:**10/1/2022



Contractor's License Detail for License # 22445

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 1/19/2024 10:43:38 AM

Business Information

JOHNSON CONTROLS INC
 PO BOX 343DL33
 MILWAUKEE, WI 53201
 Business Phone Number:(414) 524-1200

Entity Corporation
Issue Date 07/15/1930
Expire Date 05/31/2024

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ C38 - REFRIGERATION
- ▶ C36 - PLUMBING
- ▶ C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
- ▶ C10 - ELECTRICAL
- ▶ C-4 - BOILER, HOT WATER HEATING AND STEAM FITTING
- ▶ B - GENERAL BUILDING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SAFECO INSURANCE COMPANY OF AMERICA.

Bond Number: 5811527
Bond Amount: \$25,000
Effective Date: 01/01/2023

Contractor's Bond History

Bond of Qualifying Individual

- ▶ This license filed Bond of Qualifying Individual number **K41594718** for MICHAEL VINCENT ARABIA in the amount of **\$25,000** with FEDERAL INSURANCE COMPANY.
Effective Date: 01/01/2023
 BQI's Bond History
- ▶ This license filed Bond of Qualifying Individual number **K40543600** for DAVID DEWAYNE THORNE in the amount of **\$25,000** with FEDERAL INSURANCE COMPANY.
Effective Date: 01/01/2023
 BQI's Bond History
- ▶ This license filed Bond of Qualifying Individual number **6573222** for WESLEY JOSEPH WOJDON in the amount of **\$25,000** with SAFECO INSURANCE COMPANY OF AMERICA.
Effective Date: 01/01/2023
 BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the OLD REPUBLIC INSURANCE COMPANY

Policy Number: MWC31394323
Effective Date: 10/01/2023
Expire Date: 10/01/2024

Workers' Compensation History

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 986047

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 1/19/2024 10:43:55 AM

Business Information

JOHNSON CONTROLS FIRE PROTECTION LP
 P O BOX 3042
 BOCA RATON, FL 33431
 Business Phone Number:(562) 405-3800

Entity Partnership
Issue Date 08/14/2013
Expire Date 08/31/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ C10 - ELECTRICAL
- ▶ C16 - FIRE PROTECTION

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with FEDERAL INSURANCE COMPANY.

Bond Number: 82332032
Bond Amount: \$25,000
Effective Date: 01/01/2023

Contractor's Bond History

Bond of Qualifying Individual

- ▶ This license filed Bond of Qualifying Individual number **82332031** for RONALD GILBERT MAYLE in the amount of **\$25,000** with FEDERAL INSURANCE COMPANY.
Effective Date: 01/01/2023
BQI's Bond History
- ▶ This license filed Bond of Qualifying Individual number **K40505179** for TIMOTHY JOHN ROACH in the amount of **\$25,000** with FEDERAL INSURANCE COMPANY.
Effective Date: 01/01/2023
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the OLD REPUBLIC INSURANCE COMPANY

Policy Number: MWC313943
Effective Date: 10/01/2018
Expire Date: 10/01/2024

Workers' Compensation History

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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