Attachment C

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

Agreement No. A-14567
a. Approve Standard Agreement with A & B Fire Protection and Safety, Inc. to provide annual inspections, testing, maintenance services, and on-call repairs to fire sprinkler suppression systems in County owned buildings and facilities for a total amount not to exceed $415,310 for an initial term of three (3) years from December 2, 2019 to December 1, 2022, with the option to extend the term for two (2) additional one (1) year period(s); and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Standard Agreement and any future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 19th day of November 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 19, 2019.

Dated: November 19, 2019
File ID.: A 19-401
Agenda Item No.: 48

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana

Julian Lorenzana, Deputy

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
A & B Fire Protection and Safety, Inc.,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $ 415,310.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from December 2, 2019 to December 1, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions
Exhibit B Other:

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☑ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dalia M. Mariscal-Martinez Management Analyst III	Kevin Debelle Vice President
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	PO Box 1211 Salinas, California 93902
Address	Address
(831) 755-8966	(831) 422-4404
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: 11/26/19

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: _____
County Counsel

Date: 10-18-19

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 10/23-19

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

A & B Fire Protection and Safety, Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President) *

TODD FLORY PRESIDENT
Name and Title

Date: 10-17-19

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *

TODD FLORY SECRETARY
Name and Title

Date: 10-17-19

County Board of Supervisors' Agreement Number:_____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1] Approval by County Counsel is required
[2] Approval by Auditor-Controller is required
[3] Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	A & B Fire Protection and Safety, Inc. Contractor's Business Name*
Date: _____	By: _____ (Signature of Chair, President, or Vice-President) *
By: _____ Department Head (if applicable)	TODD FLORY PRESIDENT Name and Title
Date: _____	Date: 10-17-19
By: _____ Board of Supervisors (if applicable)	
Date: _____	
Approved as to Form[1]	
By: _____ County Counsel	By: _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *
Date: _____	TODD FLORY SECRETARY Name and Title
Approved as to Fiscal Provisions[2]	
By: _____ Auditor/Controller	Date: 10-17-19
Date: _____	
Approved as to Liability Provisions[3]	
By: _____ Risk Management	
Date: _____	

County Board of Supervisors' Agreement Number:_____, **approved on (date):** _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
A & B Fire Protection and Safety, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities as set forth below:

GENERAL SERVICES:

CONTRACTOR shall:

- Maintain a Contractor License endorsed with a C-16 classification during the term of the Agreement.
- Inspect, test and repair fire sprinkler suppression systems according to National Fire Protection Association (NFPA) 25 standards.
- Perform work on all County owned buildings that have a fire suppression system installed.
- Complete monthly fire pump testing and inspections as required.
- Complete fire pump maintenance and repairs as required, not to include oil changes or services for engine driven pumps.
- Perform quarterly fire suppression system inspections on all fire sprinklers and equipment related to the fire suppression system.
- Perform quarterly flow tests. Written records of all quarterly fire sprinkler system inspections must be maintained in accordance with NFPA 25.
- Perform quarterly fire sprinkler pre-action system inspections.
- Perform annual fire sprinkler testing, inspection of gauges, pressure and flows.
- Perform annual fire suppression system FM-200 inspection/testing and repairs, if required.
- Perform annual pre-action system testing as required by NFPA 25 standards.
- Perform annual testing of fire suppression system backflows and Outside Screw and Yoke (OS&Y) devices as required, Post Indicator Valve (PIV) and tamper valves.
- Perform annual fire hydrant valve turns, and flow testing as required. NOTE: Fire hydrants located on County properties are not inspected or tested by the cities where the hydrants are located. CONTRACTOR shall perform annual inspection/testing of hydrants located on County property.
- Perform five (5) year fire sprinkler/testing and piping system inspections as required.

- Complete an inspection report according to the NFPA 25 standards. This inspection report (Sample Form attached to this Exhibit A as Attachment A) shall indicate a PASS/FAIL or N/A within the NFPA 25 reference codes. The inspection report shall also include the deficiencies and corrections page(s) for the reason of the failed systems or fire sprinkler related devices. CONTRACTOR shall provide a quote to County before any repair work is to be completed on County fire suppression systems and or related systems.
- Perform checks to include water flow tests, fire pump tests, alarm tests, and trip tests of dry pipe, deluge and pre-action valves.
- Provide trained and certified personnel for on-site system support and training while the technician is on-site.

EMERGENCY SERVICES:

CONTRACTOR shall:

- Provide services as scheduled or on an "on-call" basis.
  - For "on-call services", County shall contact CONTRACTOR with regards to an individual County owned building inspection. CONTRACTOR shall then prepare a detailed cost proposal and schedule to perform the work for the individual "on-call" project.
- Provide "on-call" services for immediate inspection services to the specified County owned buildings and facilities for limited scope and time sensitive projects as needed in the Public sector.
- Provide emergency service response between scheduled tests and be available twenty-four (24) hours a day/seven (7) days a week to minimize system down time. Emergencies shall be determined by County.
- Provide on-site response via telephone within thirty (30) minutes and service technicians shall be on-site within four (4) hours. Non-emergency calls, as determined by County, shall be handled the next business day.

ADDITIONAL TERMS:

On-call request for services require CONTRACTOR to be responsive when requests are made by County. Requested system services work shall be completed in a reasonable time frame. The exact scope for professional regular inspections, repairs and installations, testing and maintenance of fire sprinkler system services shall be determined prior to a Notice to Proceed (NTP). If a specific task is required, the cost for the specific task shall be negotiated and agreed to in writing by CONTRACTOR and County prior to issuing the NTP.

CONTRACTOR shall advocate for County and ensure the requested services produced are in the best interest of County. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.

A.2 CONTRACTOR shall produce the following deliverables in accordance with the Inspection Rate Sheet and Inspection, Testing, and Maintenance Cover Sheet Sample Form included in this Exhibit A as Attachment A.

All completed forms required under this Agreement must be delivered in electronic format to the following individual within two (2) weeks of completion of the inspection as listed on the Inspection Rate Sheet and Inspection, Testing, and Maintenance Cover Sheet Sample Form.

Ronald Aunchman, Building Maintenance Supervisor
County of Monterey, Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: aunchmanrr@co.monterey.ca.us
Telephone: (831) 755-4991

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$415,310** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based according to the Inspection Rate Sheet or the following on-call hourly rates or in accordance with the following terms:

Monthly, Quarterly and Annual Inspection and Testing under this Agreement shall be performed according to the attached Inspection Rate Sheet and shall not exceed the amount of **$81,770** per year for an initial term of three (3) years and for a total amount not to exceed **$245,310**.

The Inspection Rate Sheet is not intended to provide a complete list of County owned building and facilities at which CONTRACTOR provides services. New inspection locations may be added during the term of this Agreement. CONTRACTOR shall provide County with the cost associated with inspection and testing services for any new location(s). Once approved in writing by County, CONTRACTOR will be authorized and issued a NTP with the new inspection and testing services. Total cumulative cost(s) for any newly added inspection and testing services during the initial term of this Agreement shall not exceed **$20,000**.

On-call maintenance services and repairs as described in this Exhibit A shall not be provided unless authorized in writing by County prior to services being provided. The total amount of on-call maintenance and repair services provided under this Agreement shall not exceed the amount of **$150,000** and shall be performed on a time and materials basis at the hourly rates listed below.

Hourly Rates for On-Call Maintenance Services and Repairs:

Regular Hourly Rate:	$125/per person
After Hours and Weekends Hourly Rate:	$145/per person
Holiday Hourly Rate:	$165/per person

Materials will be charged at cost plus fifteen percent (15%)

TOTAL AMOUNT OF THIS AGREEMENT SHALL NOT EXCEED THE SUM OF $415,310.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than the general prevailing rate of per diem wages shall be paid to all workers employed on any projects deemed public works projects in excess of one thousand dollars ($1,000) if applicable.

Sales Tax rate may be paid as per current California State Board of Equalization City and County Sales Tax rates.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of each deliverable.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, associated Delivery Order (DO) number, location and description of services completed, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800 or by emailing RMA-Finance-AP-GP@co.monterey.ca.us .

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

INSPECTION RATE SHEET
December 2, 2019 – December 1, 2022

Location	Monthly (M)	Quarterly (Q)	Annual (A)	TOTAL
Laurel Hydrant Flow - (A)			$850	**$850**
Family Shelter – (Q)		$500		**$2,000**
Monterey Courthouse – (Q)		$750		**$3,000**
Information Technology – 2 Pre-Action – (Q)		$900		**$3,600**
King City Court – (Q)		$500		**$2,000**
Castroville Library – (Q)		$500		**$2,000**
Castroville Child Resource Center – (Q)		$500		**$2,000**
Greenfield Library – Quarterly		$500		**$2,000**
Sheriff Coroners – (Q)		$750		**$3,000**
Juvenile Hall – (Q)		$750		**$3,000**
Probation Youth Center – (Q)		$750		**$3,000**
Ag Commission – (Q)		$500		**$2,000**
Ag Conference – (Q)		$500		**$2,000**
911/EOS Sprinkler – Pre-Action – FM200 – (Q)		$1,200		**$4,800**
Animal Shelter – Pump Test – (M)	$400			**$4,800**
Animal Shelter – (Q)		$500		**$2,000**
Pajaro Plaza Complex – (Q)		$1,200		**$4,800**
Government Center – Fire Pump – (M)	$400			**$4,800**
Government Center Sprinkler and Pre-Action – (Q)		$1,400		**$5,600**
Health Department Admin – (Q)		$500		**$2,000**
New East Wing Building – (Q)		$700		**$2,800**
New West Wing Building – (Q)		$700		**$2,800**
Jail Facility – (Q)		$750		**$3,000**
Child Care – 1494 Schilling – (Q)		$125		**$500**
Child Care – 1494 Schilling – 1 Backflow – Annual			$85	**$85**
Multi Use – 1488 Schilling – Pre-Action – (Q)		$1,000		**$4,000**
Multi Use – 1488 Schilling – 2 Backflow - Annual			$170	**$170**
Government Center N & S – 1441 Schilling – (Q)		$1,000		**$4,000**
Government Center N & S – 1441 Schilling FM200 System – (Q)		$600		**$2,400**
Government Center N & S – 1441 Schilling – 9 Backflows – Annual			$765	**$765**
Behavioral Health – (Q)		$500		**$2,000**
SUBTOTAL:	$800	$17,575	$1,870	
GRAND TOTAL:	$9,600	$70,300	$1,870	**$81,770**

Pricing shall remain firm during the initial three (3) year term of the Agreement.

ATTACHMENT A

SAMPLE FORM

Inspection, Testing, and Maintenance Cover Sheet
NFPA 25 as Amended by CCR, Title 19

Customer/Property Information:

Name: _____
Address: _____
City: _____
ZIP: _____
Contact: _____
Telephone: _____

Occupancy/Use: _____
Construction Type: _____
No. of Stories: _____
Year Constructed: _____

Contractor Information:

Name: A & B Fire Protection and Safety, Inc.
Mailing Address: PO Box 1211, Salinas, California 93902
Physical Address: 627 Brunken Avenue, Salinas, California 93901
Telephone: (831) 422-4404

CA License #: _____
Job #: _____

___ Number of System Risers

Copy sent to:

___ Owner Date: _____
___ Fire AHJ Date: _____
___ Contractor Date: _____

Notes:

1. For specific inspection, testing, and maintenance requirements and information, see NFPA 25, 2017 Edition as amended by California Code of Regulations, Title 19, 901 to 906.
2. Inspection Items may be performed by the Owner in accordance with California Code in accordance with California Code of Regulations, Title 19, 904.1(a).

	Forms Included with this Report	NFPA 25 Chapter	Number of Forms	Not Applicable	FAIL	PASS
	Automatic Sprinkler System	5	5			
	Standpipe and Hose Systems	6				
	Private Water Supply System	7				
	Fire Pump	8				
	Water Storage Tank	9				
	Water Spray System	10				
	Foam Water Sprinkler System	11				

*See "Deficiencies and Comments" section at end of each respective form

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Inspection, Testing, and Maintenance Fire Sprinkler System NFPA 25, Chapter 5 as amended by CCR, Title 19	
Date of Inspection, Testing, Maintenance: Property Information: Name: _____ Address: _____ City, State, ZIP: _____	System Riser ID: Type of System: _____Wet Pipe _____Dry Pipe _____Pre-action _____Deluge
Main Drain Test Results: Initial Static Pressure: _____(psi) Residual Pressure: _____(psi) Restored Static Pressure: _____(psi)	Abbreviation Key: I – Inspection T – Test M – Maintenance A-O – After Operation MI – Per Manufacturer's Instructions

Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
1.1	I	Monthly	Fire Pump Run/Inspection	8.3.1.2.2			
1.2	I	Monthly	Fire pump pressure check	8.3.1.2.2			
1.3	I	Quarterly	Gauges (Dry Pre-action, Deluge Systems)	5.2.4.2 5.2.4.3			
1.4	I	Quarterly	Control Valves	12.3.2.1			
1.5	I	Quarterly	Alarm Devices	5.2.5			
1.6	I	Quarterly	Gauges (Wet Pipe System)	5.2.4.1			
1.7	I	Quarterly	Hydraulic Nameplate	5.2.7			
1.8	I	Quarterly	Sprinklers	5.2.1			
1.9	I	Quarterly	Spare Sprinklers	5.2.1.3			
1.10	I	Quarterly	Fire Department Connection	12.7.1			
1.11	I	Quarterly	Alarm Valves-Exterior Inspection	12.4.1.1			
1.12	I	Quarterly	Pre-action/Deluge Valves – Exterior Inspection	12.4.3.1.6			
1.13	I	Quarterly	Pressure Reducing Valves	12.5.1.1			
1.14	I	Quarterly	Dry Pipe Valves – Exterior Inspection	12.4.4.1.4			
1.15	I	Quarterly	Backflow Preventers	12.6.1			
1.16	I	Annually	Pipe and Fittings	5.2.2			
1.17	I	Annually	Buildings	5.2.5			
1.18	I	Annually	Hangers	5.2.3			
1.19	I	Annually	Seismic Braces	5.2.3			

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
1.20	I	5 Years	Pre-action/Deluge Valves-Enclosure Temperature	5.2.3.3			
1.21	I	5 Years	Seismic Braces (Accessible concealed spaces)	5.2.3.3			
1.22	I	5 Years	Pipe and Fittings (Accessible concealed spaces)	5.2.4.2			
123	I	5 Years	Sprinklers (Accessible concealed spaces)	5.2.1.1.4			
1.24	I	5 Years	Alarm Valves – Interior Inspection	12.4.1.2			
1.25	I	5 Years	Alarm Valves – Strainers filter orifices	12.4.1.2			
1.26	I	5 Years	Check Valves – Interior inspection	12.4.2.1			
1.27	I	5 Years	Pre-action/Deluge Valves – Interior inspection	12.4.3.1.7			
1.28	I	5 Years	Pre-action/Deluge Valves – Strainers filters orifices)	12.4.3.1.8			
1.29	I	5 Years	Dry Pipe Valves – Interior Inspection	12.4.4.1.5			
1.30	I	5 Years	Dry Pipe Valves – Strainers, filters, orifices	12.4.4.1.6			
2.1	T	Annually	Alarm Devices (90 Sec)	5.3.3 12.2.7			
2.2	T	Annually	Main Drain Test (Enter data on Page 2)	12.2.6 12.2.6.1 12.3.3.4			
2.3	T	Annually	Antifreeze Test	5.3.4			
2.4	T	Annually	Control Valve - Position	12.3.3.1			
2.5	T	Annually	Control Valve - Operation	12.3.3.1			
2.6	T	Annually	Supervisory	12.3.3.5			
2.7	T	Annually	Pre-action Valve – Priming Water	12.4.3.2.1			
2.8	T	Annually	Pre-action Valve – Low Air Pressure Alarm	12.4.3.2.10			
2.9	T	Annually	Pre-action Valve – Full Flow Trip Test	12.4.3.2.2			
2.10	T	Annually	Dry Pipe Valve – Priming Water	12.4.4.2.1			

Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
2.11	T	Annually	Dry Pipe Valve – Low Air Pressure Alarm	12.4.4.2.6			
2.12	T	Annually	Dry Pipe Valve – Quick – Opening Device	12.4.4.2.4			
2.13	T	Annually	Dry Pipe Valve – Trip Test	12.4.4.2.2			
2.14	T	Annually	Backflow Prevents Assemblies	12.6.2			
2.15	T	3 Years	Dry Pipe Valve – Full Flow Trip Test	12.4.4.2.2.2			
2.16	T	5 Years	Gauges	5.3.2			
2.17	T	5 Years	Pressure Reducing Valve	12.5.1.2			
2.18	T	5 Years	Fire Department Connection Backflush	12.7.4			
2.19	T	5 Years	Sprinklers – Extra High Temperature	5.3.1.1.1.3			
2.20	T	5 Years	Sprinklers – Corrosive Environment/Water	5.3.1.1.2			
2.21	T	10 Years	Sprinkler – Dry	5.3.1.1.1.5			
2.22	T	20 Years	Sprinklers – Fast Response	5.3.1.1.1.2			
2.23	T	50 Years	Sprinklers	5.3.1.1.1			
2.24	T	75 Years	Sprinklers 75 years in service	5.3.1.1.14			
2.25	T		Sprinkles Manufactured prior to 1920 – Replace	5.3.1.1.1.1			
3.1	M	Annually	Control Valves	12.3.4			
3.2	M	Annually	Pre-action/Deluge Valves	12.4.3.3.2			
3.3	M	Annually	Dry Pipe Valves/Quick – Opening Devices	12.4.4.3.2			
3.4	M	Annually	Dry Pipe Valve – Low Point Drains	12.4.4.3.3			
3.5	M	5 Years	Obstruction Investigation	Chapter 13			

Item	Deficiencies and Comments: Deficiencies and Comments Item number must correspond to the item number of the Activity listed above:
	See Continuation ____ Indicate the number of continuation pages) PASS FAIL Inspector Signature Date

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