Attachment A

DocuSign Envelope ID: 081F693E-7CC7-406E-8B21-1568130A80C9

AMENDMENT NO. 2
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
A & B Fire Protection and Safety, Inc.

THIS AMENDMENT NO. 2 to Agreement No. A-14567 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") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, on November 19, 2019, the Board of Supervisors approved Agreement No. A-14567 which CONTRACTOR entered into with County on November 26, 2019 (hereinafter, "Agreement") to provide annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities in response to Request for Proposal #10618 (hereinafter "services") through and including December 1, 2022 for an amount not to exceed $415,310;

WHEREAS, Agreement was amended by the Parties on December 14, 2022, (hereinafter, "Amendment No. 1") to extend the term for one year through December 1, 2023;

WHEREAS, it is necessary to increase the Agreement's not to exceed amount by $100,000, resulting in a total not to exceed amount of $515,310;

WHEREAS, the Parties wish to increase the Agreement's not to exceed amount by $100,000, resulting in a total not to exceed amount of $515,310;

WHEREAS, the Parties wish to further amend the Agreement to increase the not to exceed amount by $100,000, for a total not to exceed amount of $515,310 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Section 2.0, "Payment Provisions," to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $515,310.00.

2. Replace Exhibit A – Scope of Services/Payment Provisions in its entirety with Exhibit A-1, effective December 2, 2022.

3. In all places within the Agreement, any references to "Exhibit A – Scope of Services/Payment Provisions" is hereby replaced with Exhibit A-1, effective December 2, 2022.

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

5. This Amendment No. 2 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

6. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No.2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Debra R. Wilson
Contracts/Purchasing Officer

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry A1933B26E717442...
Mary Grace Perry
Deputy County Counsel

Date: 1/19/2023 | 8:50 AM PST

Approved as to Fiscal Provisions
Rupa Shah, Auditor/Controller

By: DocuSigned by: Jennifer Forsyth 4E7E65787545AE...
Name: Jennifer Forsyth
Title: Auditor-Controller Analyst II
Date: 1/19/2023 | 5:21 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel

By: _____
Danielle P. Mancuso
Title: Risk Manager
Date: _____

CONTRACTOR*

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

By: DocuSigned by: Kevin DeBelle 53FEF939240C4B6...
Kevin DeBelle, Vice President

Date: 1/13/2023 | 7:00 AM PST

By: DocuSigned by: Todd Flory 2F7BF84BF9304B0...
Todd Flory, Secretary

Date: 1/13/2023 | 7:09 AM PST

*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.

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EXHIBIT A-1 - 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.

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- 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.

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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-1 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, Public Works, Facilities and Parks
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 **$515,310** 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:

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.

On-call maintenance services and repairs as described in this Exhibit A-1 shall not be provided unless authorized in writing by County prior to services being provided.

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 $515,310.

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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, services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 3200-PWFP-Finanace-AP@co.monterey.ca.us.

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – 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 PWFP Finance Division at (831) 755-4800 or by emailing to: 3200-PWFP-Finanace-AP@co.monterey.ca.us.

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.

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INSPECTION RATE SHEET
December 2, 2022 – December 1, 2023

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**

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ATTACHMENT A
SAMPLE FORM

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

Customer/Property Information:

Name: _____ Occupancy/Use: _____
Address: _____ Construction Type: _____
City: _____ No. of Stories: _____
ZIP: _____ Year Constructed: _____
Contact: _____
Telephone: _____

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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EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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			

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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			

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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			

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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