

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Heritage Fire Protection

This Agreement is entered into this _____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Heritage Fire Protection, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas it is necessary and desirable that Contractor be retained for the purpose of providing inspection, testing, maintenance and repair services for fire suppression and sprinkler systems.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Contractor Labor Rates
- Exhibit D—Equipment List to be serviced

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Two Hundred Ninety Six Thousand Six Hundred Thirty and 00/100 Dollars (\$296,630.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Tuesday, June 23, 2026 through Friday, June 22, 2029.

5. Termination

This Agreement may be terminated by Contractor or by the Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

A. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this

Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

B. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's

reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all

claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability..... \$1,000,000

(b) Motor Vehicle Liability Insurance..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Levine Act Compliance

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this

Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

13. Non-Discrimination and Other Requirements

13.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

13.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

13.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

13.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

13.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California

Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

13.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent

they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any

other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Veronica Li/Administrative Assistant
Address: 222 W 39TH AVE (Attn: Engineering Department), SAN MATEO, CA, 94403
Telephone: (650) 573-2529
Email: vli@smcgov.org

In the case of Contractor, to:

Name/Title: Kevin Montana/President
Address: 5087 Lone Tree Way. Antioch, CA 94531
Telephone: 925-501-4493
Email: kevin@heritagefireprotection.net

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

21. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll

records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

22. Intellectual Property

22.1. Intellectual Property Rights

1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.

2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.

3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.

4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.

5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work

Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

6. Contractor agrees that before commencement of any subcontract work it will incorporate this **SECTION** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

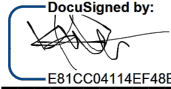
23. Rehabilitation Act of 1973

Refer to the attachment required to be completed by the Contractor.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Heritage Fire Protection



6/3/2026

Kevin Montana

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payment set forth in Exhibit B, Contractor shall provide the following services:

Contractor shall provide inspection, testing, maintenance, and repair services for fire suppression and sprinkler systems as per The Joint Commission requirements, NFPA 25, California Code of Regulation Title 19, Title 22, and Title 24, and all other applicable local, state, and federal regulations and codes. The fire sprinkler systems are located in multiple buildings consisting of over 600,000 square feet of patient care areas throughout the hospital, clinics, and staff areas, the data server room, and the kitchen.

The Services Agreement covers the following facilities:

1. San Mateo Medical Center-222 W.39th Ave. San Mateo CA 94403
2. Administration/Link Building-225 37th Ave. San Mateo, CA 94403
3. DPW Engineering Maintenance Shop- 294 W. 39th Ave. San Mateo, CA 94403
4. Serenity House -3701 Hacienda St. San Mateo, CA 94403
5. Cordilleras Mental Health Center
 - a. Canyon Vista- 200 Edmond's Rd. Redwood City, CA 94062
 - b. Sage-----220 Edmond's Rd. Redwood City, CA 94062
 - c. Acacia-----240 Edmond's Rd. Redwood City, CA 94062
 - d. Willow-----260 Edmond's Rd. Redwood City, CA 94062
 - e. Ponderosa----280 Edmond's Rd. Redwood City, CA 94062
6. Canyon Oaks Youth Mental Health- 400 Edmond's Rd. Redwood City, CA 94062
7. Coastside Mental Health Clinic-225 Cabrillo Hwy Ste. 100A Half Moon Bay, CA 94019
8. Fair Oaks Health Clinic -2710 Middlefield Rd. Redwood City, CA 94063
9. Mike Nevin Clinic-380 90th Street. Daly City, CA 94015
10. South San Francisco Health Clinic-306 Spruce Ave. South San Francisco, CA 94080

Please see **Exhibit D for the List of Equipment** that needs to be serviced.

Contractor shall provide the following:

- Quarterly, Annual and 5-year sprinkler inspections, tests, for each facility, as needed.
 - 5-yr Inspection as follows:
 - Sept 2026
 - Mike Nevin Clinic
 - Canyon Oaks
 - Cordilleras Mental Health Center
 - Sept 2027
 - Coastside Clinic
 - San Mateo Medical Center
 - Administration /Link Building
 - Sept 2028
 - South San Francisco
- For **Quarterly Inspections and Testing** (Wet, Dry, and Pre Action Fire Sprinkler System)

- Control Valves (supervisory and tamper switches)
- General information sign
- Alarm, Dry Pipe, Pre-Action, or Deluge valves.
- Waterflow alarm devices
- Gauges (visually verify condition & all components are present)
- Pressure Readings
- Fire Department connections (FDC)
- Hydraulic nameplate
- Alarm, local, tamper and flow detection
- Automatic refilling systems for reservoirs and tanks.
- Inspect supervisory devices
- Visual Inspection for sprinkler heads and piping
- **For Annual Inspections and Testing (Wet & Dry, Pre Action, Standpipe and Hose, Fire Hydrants system)**
 - Wet & Dry,
 - Fire Department Connections
 - Control Valves
 - Alarm
 - Dry pipe, Pre-Action, or Deluge Valves
 - Gauges
 - Pressure Readings
 - Sprinkler Heads
 - Pipe and Fittings
 - Hangers and Seismic Braces
 - Drains and Inspector test
 - Hydraulic nameplate
 - Alarm, local, tamper and flow detection
 - Automatic refilling systems for reservoirs and tanks
 - Inspect supervisory devices
 - Standpipe and Hose System Inspection
 - Hose inspections
 - Hose connection
 - Pipe and Fittings
 - Hose, restricting & pressure reducing valves
 - Cabinets.
 - Gauges
 - Fire Hydrants
 - Hydrant (dry barrel, wall)
 - Hydrant (wet)
 - Pipe and Fittings
 - Flow test
 - Control Valves
- **For 5 Yr Sprinkler System Testing, Maintenance and Inspection**
 - Internal Inspection of piping for obstructions, corrosion, or foreign materials
 - Standpipe and sprinkler piping inspection
 - Fire Department Connections
 - Control valves

- Alarm, Dry Pipe, Pre-Action, or Deluge valves
- Quick opening Devices
- Air Compressors
- Gauges
- Sprinkler Heads
- Pipe and Fittings
- Hangers and Seismic Braces
- Drains
- Alarms, local, tamper and flow detection
- Automatic refilling system for reservoirs and tanks.
- Locate and verify the Fire Sprinkler System components using available life safety drawings, floor plans, or previous inspection reports provided by County or Site walks.
- Coordinate all site visits for tests and inspection with County's Representative.
- Provide all tools and materials necessary to perform scope of work.
- Provide quality parts and materials to maintain related equipment in proper operating condition.

For any after-hours, weekends, and holidays emergency requests/services, Contractor shall respond within 24 hours.

Contractor will provide all necessary tools and equipment for this scope of work.

Any additional repair work/services shall be provided on an as needed basis in accordance with specific information provided by the County's authorized representative to the Contractor. Contractor shall submit a written proposal for any such additional task that needs to be completed. The County and the Contractor shall agree to the scope and cost of any such work. The work must be authorized by the County's representative in writing prior to commencing work. Any charges for work performed by the Contractor, which was not authorized in writing by the Director of Public Works, or their duly authorized designee(s) will not be paid by the County.

Work shall be performed Monday through Friday during normal business hours from 7:00 a.m.- 5:00 p.m., unless otherwise coordinated.

Upon completion, the Contractor shall conduct a final inspection of the installation areas to ensure all work has been completed to the specified standards. The Contractor shall provide the County with report/certification that the installation areas are safe, operational and in compliance with all HCAI, The Joint Commission, Fire Marshal, Federal, State and Local safety codes. All reports/certifications should be e-mailed to Chief of Plant and Engineering, Win Maung, at wmaung@smcgov.org.

All hard copies shall be mailed to:

San Mateo Medical Center-Engineering Department

Attn: Win Maung
222 W.39th Ave
San Mateo, CA 94403

Exhibit B

In consideration of the services provided by the Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay the Contractor based on the following fee schedule and terms:

Upon completion of annual preventative maintenance and testing as listed in Exhibit A and receipt of written report(s) provided by the contractor, the County shall pay the Contractor as follows:

Building/Asset	Year 1	Year 2	Year 3
San Mateo Medical Center	\$45,120.00	\$52,640.00	\$45,120.00
Administration /Link Building	\$7,520.00	\$9,320.00	\$7,520.00
Serenity House	\$1,880.00	\$1,880.00	\$1,880.00
Cordilleras Mental Health Center- Canyon Vista	\$4,200.00	\$3,200.00	\$3,200.00
Cordilleras Mental Health Center-Sage	\$4,600.00	\$3,600.00	\$3,600.00
Cordilleras Mental Health Center- Acacia	\$4,600.00	\$3,600.00	\$3,600.00
Cordilleras Mental Health Center- Willow	\$4,600.00	\$3,600.00	\$3,600.00
Cordilleras Mental Health Center- Ponderosa	\$3,800.00	\$2,800.00	\$2,800.00
Canyon Oaks mental Health Clinic	\$4,200.00	\$3,200.00	\$3,200.00
Fair Oaks Health Clinic	\$7,200.00	\$7,200.00	\$7,200.00
Mike Nevin Health Clinic	\$10,000.00	\$7,200.00	\$7,200.00
Coastside mental Health Clinic	\$1,880.00	\$2,350.00	\$1,880.00
South San Francisco Health Clinic	\$1,880.00	\$1,880.00	\$1,880.00
Total	\$101,480.00	\$102,470.00	\$92,680.00
Grand Total:			\$296,630.00

Please refer to **Exhibit C** for Contractor's Annual **Time and Material Labor Rates**.

The Contractor shall comply with prevailing wage laws as determined by the Department of Industrial Relations.

Invoices shall be submitted to the Department of Public Works at the completion of service. Payment will be made within thirty (30) days of receipt in the Accounting Division, a written itemized invoice identifying the Agreement number, complete scope of work, specific work completed, location of work, and breakdown of charges.

In any event, the total payment for services of Contractor shall not exceed \$296,630.00, and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

Remit invoices to:

County of San Mateo

Department of Public Works

Attn: Accounting Unit

555 County Center, 5th floor

Redwood City, CA 94063

Electronical invoices can be e-mailed to:

DPW_Accounting@smcgov.org

EXHIBIT C



Time & Material Labor Rate

1/1/2026

Standard Shift

Monday - Friday

5am - 5pm

Per Hour

General Foreman	\$ 225.00
Foreman	\$ 220.00
Journeyman	\$ 210.00
Apprentice	\$ 185.00

Overtime Shift

Monday - Friday, Saturday (All Day)

5pm - 5am

Per Hour

General Foreman	\$ 300.00
Foreman	\$ 295.00
Journeyman	\$ 280.00
Apprentice	\$ 245.00

Double-Time Shift

Sundays, and Holidays

And any work after 10 hours

Per Hour

General Foreman	\$ 400.00
Foreman	\$ 395.00
Journeyman	\$ 375.00
Apprentice	\$ 325.00

Service Vehicle	\$ 25.00
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Time & Material Labor Rate

1/1/2027

Standard Shift	
Monday - Friday	
5am - 5pm	
Per Hour	
General Foreman	\$ 230.00
Foreman	\$ 225.00
Journeyman	\$ 215.00
Apprentice	\$ 185.00

Overtime Shift	
Monday - Friday, Saturday (All Day)	
5pm - 5am	
Per Hour	
General Foreman	\$ 305.00
Foreman	\$ 300.00
Journeyman	\$ 285.00
Apprentice	\$ 245.00

Double-Time Shift	
Sundays, and Holidays	
And any work after 10 hours	
Per Hour	
General Foreman	\$ 405.00
Foreman	\$ 400.00
Journeyman	\$ 380.00
Apprentice	\$ 325.00

Service Vehicle	\$ 25.00
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Time & Material Labor Rate

1/1/2028

Standard Shift

Monday - Friday

5am - 5pm

Per Hour

General Foreman	\$ 240.00
Foreman	\$ 230.00
Journeyman	\$ 220.00
Apprentice	\$ 190.00

Overtime Shift

Monday - Friday, Saturday (All Day)

5pm - 5am

Per Hour

General Foreman	\$ 315.00
Foreman	\$ 305.00
Journeyman	\$ 290.00
Apprentice	\$ 250.00

Double-Time Shift

Sundays, and Holidays

And any work after 10 hours

Per Hour

General Foreman	\$ 415.00
Foreman	\$ 405.00
Journeyman	\$ 385.00
Apprentice	\$ 330.00

Service Vehicle	\$ 25.00
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EXHIBIT D

HEALTH & HOSPITAL - EQUIPMENT LIST

NAME	ADDRESS	CITY	FACILITY CODE	# OF WET STANDPIPE	# OF FIRE HYDRANTS	# OF FIRE PUMPS	# OF RISERS	SIZE OF RISER	# OF FLOORS	# OF TAMPER SWITCHES	# OF FLOW SWITCHES	# OF HOSE CONNECTIONS	# OF MAIN DRAINS	# OF PREACTION	5-YEAR NEEDED
San Mateo Medical Center	222 W. 39th Ave.	San Mateo	F49441	27	3	0	29	2"-6"	4	47	30	7	27	4	1
Administration/Link Building	225 W. 37th Ave.	San Mateo	F39456	3	0	0	5	1-1/2"-4"	3	6	5	3	2	2	1
Serenity House	3701 Hacienda	San Mateo	F39474	1	0	0	1	3"	2	3	1	1	1	0	N/A
Cordilleras Mental Health Center-Canyon Vista	200 Edmonds Rd.	Redwood City	F39124	0	3	0	1	4"	3	1	1	1	1	0	1
Cordilleras Mental Health Center-Sage	220 Edmonds Rd.	Redwood City	F39129	2	1	0	1	4"	1	1	1	1	1	0	1
Cordilleras Mental Health Center-Acacia	240 Edmonds Rd.	Redwood City	F39128	2	1	0	1	4"	1	1	1	1	1	0	1
Cordilleras Mental Health Center-Willow	260 Edmonds Rd.	Redwood City	F39127	2	1	0	1	4"	1	1	1	1	1	0	1
Cordilleras Mental Health Center-Ponderosa	280 Edmonds Rd.	Redwood City	F39126	0	1	0	1	4"	1	1	1	1	1	0	1
Canyon Oaks Mental Health Clinic	400 Edmonds Rd.	Redwood City	F39123	1	0	0	1	4"	1	1	1	1	1	0	1
Fair Oaks Health Center	2710 Middlefield Rd.	Redwood City	F39125	6	1	0	3	6"	3	5	3	1	3	0	N/A
Mike Nevin Health Center	380 90th St.	Daly City	F38321	5	0	0	4	3"	4	5	4	1	4	0	1
Coastside Mental Health Clinic	225 S. Cabrillo Hwy. Suite 100A	Half Moon Bay	F38546	1	0	0	1	3"	2	1	1	1	1	0	1
South San Francisco Health Clinic	306 Spruce Ave.	So. San Francisco	F39673	1	0	0	1	4"	3	1	1	1	1	0	N/A
TOTALS				51	11	0	50		29	74	51	21	45	6	10

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: KEVIN MONTANA

Name of Contractor(s): HERITAGE FIRE PROTECTION

Street Address or P.O. Box: 5087 LONE TREE WAY

City, State, Zip Code: ANTIOCH, CA 94531

I certify that the above information is complete and correct to the best of my

knowledge

Signature:


E61CC04114E4F40B...

Title of Authorized Official:

PRESIDENT

Date:

6/3/2026

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."