

**RENEWAL AND AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
SAN JOSE BOILER WORKS, INC.**

THIS RENEWAL AND AMENDMENT NO. 1 to AGREEMENT is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and San Jose Boiler Works, Inc. (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on August 1, 2022, COUNTY and CONTRACTOR entered into AGREEMENT in the amount of \$75,000 for the term August 1, 2022, through July 31, 2025, for the provision of annual scheduled and as-requested inspection and cleansing, assessments, immediate repairs, and service, and on-call/emergency services of boilers at all Health Department facilities; and

WHEREAS, the AGREEMENT expired by its terms on July 31, 2025; and

WHEREAS, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to August 1, 2025, and to amend the AGREEMENT as provided below; and

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT to add \$80,026.04 for a new total AGREEMENT amount of \$155,026.04, replace Exhibit A, and extend the term an additional three (3) years for a new term of August 1, 2022, through July 31, 2028.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Section 2.0, "PAYMENT PROVISIONS", Section 2.0, shall be amended by removing** "The Total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$75,000" **and replacing it with** "The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$155,026.04".
2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing**, "The term of this AGREEMENT is from August 1, 2022 to July 31, 2025, unless sooner terminated pursuant to the terms of this AGREEMENT", **and replacing it with** "The term of this AGREEMENT is from August 1, 2022 to July 31, 2028, unless sooner terminated pursuant to the terms of this AGREEMENT".
3. **EXHIBIT A, "Scope of Services/Payment Provisions", shall be amended by removing** EXHIBIT A of this AGREEMENT **and replacing it with**, "EXHIBIT A-1". All references in AMENDMENT NO. 1 to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
4. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full forces and effect as set forth in the AGREEMENT.

San Jose Boiler Works, Inc.
Amendment No. 1
Term: 08/01/2022 – 07/31/2028
Total Agreement Amount: \$155,026.04

- 5. A copy of the Amendment No. 1 shall be attached to the original AGREEMENT executed by County on August 1, 2022.
- 6. This Amendment No. 1 is effective upon execution.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

San Jose Boiler Works, Inc.
Contractor's Business Name*

Date: _____

Signed by:
By: Steve Ocamp

2075791432844 (Signature of Chair, President, or Vice-President) *

Signed by:
By: [Signature]

C7A30BAA56CA8423 Department Head (if applicable)
Date: 3/18/2026 | 8:01 AM PDT

Steve Ocamp President
Name and Title

By: _____
Board of Supervisors (if applicable)

Date: 10/13/2025 | 12:45 PM PDT

Date: _____

Approved as to Form¹

DocuSigned by:
By: Stacy Saetta Stacy Saetta

C0ECE1B99F444A6 County Counsel
Chief Deputy County Counsel
Date: 1/16/2026 | 4:59 PM PST

Signed by:
By: April Wong

65CF5ED11A4E450...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*

April Wong Office Manager
Name and Title

Approved as to Fiscal Provisions²

DocuSigned by:
By: Patricia Ruiz Patricia Ruiz

E79EF84E5745486 Auditor/Controller Analyst
Date: 1/20/2026 | 7:48 AM PST

Date: 10/10/2025 | 3:21 PM PDT

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required

EXHIBIT A-1

**To Agreement by and between
County of Monterey Health Department hereinafter referred to as “COUNTY”
AND
San Jose Boiler Works, Inc., hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

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 work, as set forth below:

A.1.1 CONTRACTOR shall provide maintenance and repair including but not limited to assessments, annuals (scheduled inspection and cleaning), immediate repairs and servicing, and on-call/emergency services of boilers at all Health Department Facilities:

- CONTRACTOR shall remove access covers from boiler.
- CONTRACTOR shall check all internal hi-temp firebox materials for cracks or excessive wear, to include check and clean minor soot from firebox.
- CONTRACTOR shall check and clean air inlet filters and combustion air fans and screens.
- CONTRACTOR shall check and adjust makeup water feeder.
- CONTRACTOR shall check and adjust low water cut-off.
- CONTRACTOR shall close the boiler, test, and calibrate operating controls and safety.
- CONTRACTOR shall check and adjust inlet gas pressure, manifold or throat gas pressure to assure compliance with burner/boiler manufacturer.
- CONTRACTOR shall replace all necessary fireside gaskets, door gaskets, fiberglass rope and fasteners.
- CONTRACTOR shall open all handhold and manhole inspection plates.
- CONTRACTOR shall inspect and flush out the waterside of the boiler (report any abnormalities prior to closing the boiler).
- CONTRACTOR shall replace all waterside handhole and manhole gaskets.
- CONTRACTOR shall open the front and back headers and brush all boiler tubes.
- CONTRACTOR shall wash coat all refractory with high Temperature Mortar (if hard cast refractory exists). (Report any abnormalities prior to closing the boiler).

San Jose Boiler Works, Inc.

Exhibit A-1

Term: 08/01/2022 – 07/31/2028

Total Agreement Amount: \$155,026.04

- CONTRACTOR shall open all float operated water level safety and pump controls: Inspect, flush, test & replace any gasket(s) where necessary.
- Power Burners: CONTRACTOR shall inspect and do a visual check of burner and all surrounding components, to include burner blast tube, diffuser and/or combustion head.
- Power Burners: CONTRACTOR shall perform combustion analysis and tune up. (Provide a printout of the final settings to County).
- Power Burners: CONTRACTOR shall check and clean the burners and burner orifices.
- CONTRACTOR shall test all fuel valve and air louver linkage assemblies to assure free moment lubricate linkage.
- Atmospherically Fired Burners: CONTRACTOR shall remove and clean all burners, brass gas orifices and reinstall (Atmospheric Models).
- CONTRACTOR shall reassemble the boiler and test all controls.
- CONTRACTOR shall open cabinet and inspect and clean inside and outside of heat exchanger.
- CONTRACTOR shall inspect and clean all ignition components.
- CONTRACTOR shall oil pumps as per manufacturers recommendations.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

- CONTRACTOR to provide written report indicating the condition of the boiler and any recommendations.
- CONTRACTOR to provide printout of final combustion analysis and tune up of final settings.
- CONTRACTOR to provide quotation for repairs if any problems that need attention are found. Prices are good for 60 days from the date of the quotation.

All written reports required under this Agreement must be delivered to *Chris Le Venton, Operations Manager* or designee, in accordance with the schedule above.

San Jose Boiler Works, Inc.
Exhibit A-1
Term: 08/01/2022 – 07/31/2028
Total Agreement Amount: \$155,026.04

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$155,026.04** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

2025-2028 Annual inspection and cleaning on Laars boiler Pennant

Item	Quantity	Unit Price	Total
Annual inspection material	1	\$411.90	\$411.90
Vehicle Overhead & Expense Charge	1	\$74.00	\$74.00
Standard Labor Rate			\$3,760.00
		Sub-Total	\$4,245.90
		Tax	\$38.10
		Grand Total	\$4,284.00

2025-2028 Annual inspection and cleaning on 2 boiler units @ 331 N. Sanborn Rd.

Item	Quantity	Unit Price	Total
Annual inspection material (100308747 – PM Service & Repair Kit, Knight, KHB/WHB)	1	\$768.00	\$768.00
Vehicle Overhead & Expense Charge	1	\$74.00	\$74.00
Combustion Analyzer Fee	1	\$100.05	\$100.05
Standard Labor Rate	8	\$230.00	\$1,840
		Sub-Total	\$2,782.05
		Tax	\$80.29
		Grand Total	\$2,862.34

Contingencies (Any repairs, maintenance, etc. on any unit.)	\$50,000.00
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***Annual inspection and cleaning pricing are subject to change based on the make and model of each specific boiler. Material unit prices vary depending on the manufacturer’s boiler parts and equipment costs.**

Work to be performed during normal working hours:

San Jose Boiler Works, Inc.
Exhibit A-1
Term: 08/01/2022 – 07/31/2028
Total Agreement Amount: \$155,026.04

- Monday through Friday – 7:30am – 4:00pm (unless otherwise agreed)

(ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.)

There shall be no travel reimbursement allowed during this Agreement.

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

Prevailing labor fees on service:

Prevailing wages: CONTRACTOR shall comply with provisions of the labor code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Retention: County shall withhold ten percent (10%) from each payment until final acceptance by County of the completion of the project (or final report, etc.).

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

Invoices **shall** be emailed directly to: HDADMINFinance@countyofmonterey.gov
Cc: deleisseguese@countyofmonterey.gov

Invoices should be mailed to: Monterey County Health Department
Attn: Accounts Payable/Admin-Facilities
1270 Natividad Road
Salinas, CA 93906

County may, in its sole discretion, terminate the contract 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.

San Jose Boiler Works, Inc.
Exhibit A-1
Term: 08/01/2022 – 07/31/2028
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