

County of Monterey

Board of Supervisors Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901



Meeting Agenda - Final

Friday, October 17, 2025

12:00 PM

**50+ page Advance Reports for the Board of Supervisors meeting on Tuesday,
October 28, 2025.**

Advance Reports Over 50 Pages

The following reports are scheduled for the Board of Supervisors meeting on Tuesday, October 28, 2025. The reports are being distributed 11 + days prior to the Board of Supervisors meeting due to the large volume of information. These reports are not numbered at this time.

Public Works and Facilities - Consent

- a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute retroactive Amendment No. 1 to Standard Agreement No. A-16101 between the County of Monterey and Val's Plumbing & Heating, Inc., to increase the not to exceed amount by \$150,000 for a total not to exceed amount of \$300,000, extend the term two years for a revised Agreement term of October 25, 2022 through October 24, 2027 and incorporate new Standard Agreement provisions regarding payment conditions, insurance requirements and format of deliverables;
- b. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute retroactive Amendment No. 2 to Standard Agreement No. A-16099 between the County of Monterey and ACCO Engineered Systems, Inc., dba Geo H. Wilson Mechanical Contractors, to increase the not to exceed amount by \$100,000 for a total not to exceed amount of \$265,000 with no extension of the Agreement term of October 25, 2022 through October 24, 2027;
- c. Authorize the Chief Contracts and Procurement Officer or designee to execute retroactive Amendment No. 1 to Standard Agreement No. A-16101 between the County of Monterey and Val's Plumbing & Heating, Inc., and up to two future amendments where the amendments do not significantly alter the scope of work of the Agreement and where the additional costs of the Amendments in aggregate do not exceed 10% (\$15,000) of the original contract amount of \$150,000, bringing the potential overall Agreement aggregate not to exceed amount to \$315,000 even if no additional Amendments are entered into, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office;
- d. Authorize the Chief Contracts and Procurement Officer or designee to execute retroactive Amendment No. 2 to Standard Agreement No. A-16099 between the County of Monterey and ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors, and two future amendments where the amendments do not significantly alter the scope of work of the Agreement and where the additional costs of the Amendments in aggregate do not exceed 10% (\$15,000) of the original contract amount of \$150,000, bringing the potential overall Agreement aggregate not to exceed amount to \$280,000 even if no additional Amendments are entered into, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office.

Attachments: [Board Report](#)
 [Attachment A – Val's Amendment 1](#)
 [Attachment B – Val's Agreement](#)
 [Attachment C - Val's Summary of Expenditures](#)
 [Attachment D - ACCO Amendment 2](#)
 [Attachment E – ACCO Amendment 1](#)
 [Attachment F – ACCO Agreement](#)
 [Attachment G - ACCO Summary of Expenditures](#)



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: A 25-426

October 28, 2025

Introduced: 10/14/2025

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute retroactive Amendment No. 1 to Standard Agreement No. A-16101 between the County of Monterey and Val's Plumbing & Heating, Inc., to increase the not to exceed amount by \$150,000 for a total not to exceed amount of \$300,000, extend the term two years for a revised Agreement term of October 25, 2022 through October 24, 2027 and incorporate new Standard Agreement provisions regarding payment conditions, insurance requirements and format of deliverables;
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RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute retroactive Amendment No. 1 to Standard Agreement No. A-16101 between the County of Monterey and Val's Plumbing & Heating, Inc., to increase the not to exceed amount by \$150,000 for a total not to exceed amount of \$300,000, extend the term two years for a revised Agreement term of

- October 25, 2022 through October 24, 2027 and incorporate new Standard Agreement provisions regarding payment conditions, insurance requirements and format of deliverables;
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SUMMARY:

Public Works, Facilities and Parks (PWFP) recommends entering into the following amendments to provide for continued on-call plumbing repair and maintenance services: (1) Amendment No. 1 to the Agreement with Val's Plumbing & Heating, Inc., (hereinafter "Val's") to extend the term two years, increase the not to exceed amount by \$150,000, update rates and incorporate new Standard Agreement provisions regarding payment conditions, insurance requirements and format of deliverables; and (2) Amendment No. 2 to the Agreement with ACCO Engineered Systems, Inc., dba Geo H. Wilson Mechanical Contractors (hereinafter "ACCO") to increase the not to exceed amount by \$100,000 with no extension of the Agreement term of October 25, 2022 through October 24, 2027.

DISCUSSION:

Background

The County awarded and entered into three Agreements under RFP #10870 for on-call plumbing repair and maintenance services that the Board of Supervisors approved in November 2022. Two of the Agreements need amendments that require Board approval. The Agreement with Val's was entered into on December 5, 2022 for a two-year term from October 25, 2022 to October 24, 2025 with a not to exceed amount of \$150,000. The Agreement with ACCO was entered into on November 30, 2022, for a two-year term from October 25, 2022 to October 24, 2025 with a not to

exceed amount of \$150,000. Amendment No. 1 to the ACCO Agreement was entered into on April 29, 2025, extending the term two years to October 24, 2027, increasing the not to exceed amount by \$15,000 for a total not to exceed amount of \$165,000, and updating rates and provisions.

Staff has identified the need to increase the Val's Agreement's not to exceed amount by \$150,000, extend the term two years update rates and incorporate new Standard Agreement provisions regarding payment conditions, insurance requirements and format of deliverables. Staff has also identified the need to further increase the ACCO Agreement's not to exceed amount by \$100,000. Increasing the not to exceed amounts for these Agreements will allow PWFP-Facilities to continue procuring on-call plumbing repair and maintenance services as needed, resulting in less down time for County maintained facilities and less interference with County operations. Providing for continued on-call plumbing repair and maintenance services through reliable and timely on-call services response is cost effective because it will enable timely repairs to be completed before more costly repairs are required when plumbing incidents arise.

PWFP requests that the Board of Supervisors approve these proposed Amendments to the Val's and ACCO Agreements.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Office of the County Counsel-Risk Management and the Auditor-Controller's Office have reviewed and approved the proposed Amendment to the Val's Agreement as to form, insurance and fiscal provisions, respectively. The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved the proposed Amendment to the ACCO Agreement as to form and fiscal provisions, respectively.

FINANCING:

Funding for on-call services is included within the Board approved budget appropriations for each unit that utilizes these services.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The recommended actions support the Board of Supervisors Strategic Plan Goals for Well-Being and Quality of Life and Sustainable Infrastructure for the Present and Future by enabling PWFP to maintain and manage vital infrastructure assets efficiently which promotes an organization that practices efficient and effective resource management.

The recommended actions support the following Board of Supervisors' Strategic Plan Goals as indicated below:

- ☒ Well-Being and Quality of Life
- ☒ Sustainable Infrastructure for the Present and Future
- ☐ Safe and Resilient Communities
- ☐ Diverse and Thriving Economy

Prepared by: Patty Small, MA II (831) 784-5929
Reviewed by: Florence Kabwasa-Green, Chief of Facilities
Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE
Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:

Attachment A - Val's A1
Attachment B - Val's Agreement
Attachment C - Val's Summary of Expenditures
Attachment D - ACCO A2
Attachment E - ACCO A1
Attachment F - ACCO Agreement
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- ☐ Diverse and Thriving Economy

Prepared by: Patty Small, MA II (831) 784-5929
Reviewed by: Florence Kabwasa-Green, Chief of Facilities
Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE
Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:

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Attachment B - Val's Agreement
Attachment C - Val's Summary of Expenditures
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**AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VAL'S PLUMBING & HEATING, INC.**

THIS AMENDMENT NO. 1 to Agreement No. A-16101 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and Val's Plumbing & Heating, 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 22, 2022, the Board of Supervisors approved Agreement No. A-16101 which CONTRACTOR entered into with County on December 5, 2022 (hereinafter, "Agreement") to provide on-call plumbing repair and maintenance services for County facilities, awarded under RFP #10870 (hereinafter "services") with an initial term from October 25, 2022 to October 24, 2025 for an amount not to exceed \$150,000;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County;

WHEREAS, it is necessary to increase the Agreement's not to exceed amount by \$150,000, resulting in a total not to exceed amount of \$300,000, to allow CONTRACTOR to continue to provide services required under the Agreement;

WHEREAS, it is necessary to update rates to allow CONTRACTOR to continue to provide the services required by the County;

WHEREAS, it is necessary to update provisions to the Agreement to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to October 24, 2027, increase the not to exceed amount by \$150,000 for a total not to exceed amount of \$300,000, update rates and update provisions to the Agreement to allow CONTRACTOR to continue to provide services identified in the Agreement.

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 \$300,000.

2. Amend the first sentence of Section 3, "Term of Agreement," to read as follows:

The term of this Agreement is from October 25, 2022 to October 24, 2027, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 6.0, "Payment Conditions," to add the following and hereby incorporate the new language into the Agreement:

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

4. Amend Section 9.02, "Qualifying Insurers," to read as follows and hereby incorporate the new language into the Agreement:

Qualifying Insurers:

All coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

5. Amend Section 9.03, "Insurance Coverage Requirements," to read as follows and hereby incorporate the new language into the Agreement:

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, and \$2,000,000 in the aggregate.

(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.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or 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: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

6. Amend Section 9.04, “Other Insurance Requirements,” to read as follows and hereby incorporate the new language into the Agreement:

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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR’S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including

Amendment No. 1 to Agreement No. A-16101

Val’s Plumbing & Heating, Inc.

On-call Plumbing Repair and Maintenance Services (RFP #10870)

Public Works, Facilities and Parks

Term: October 25, 2022 – October 24, 2027

Not to Exceed: \$300,000

materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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.

7. Amend Section 10, "Records and Confidentiality," to add the following and hereby incorporate the new language into the Agreement:

10.06 Format of Deliverables:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against

Amendment No. 1 to Agreement No. A-16101
Val's Plumbing & Heating, Inc.

On-call Plumbing Repair and Maintenance Services (RFP #10870)
Public Works, Facilities and Parks

Term: October 25, 2022 – October 24, 2027

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any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

8. In all places within the Agreement, any references to “Exhibit A” are hereby replaced with “Exhibit A-1 – Scope of Services and Payment Provisions,” effective upon final execution of this Amendment No. 1 which is the last date opposite the respective signatures below.
9. Except as provided herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
10. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
11. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

///

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY**CONTRACTOR***

By: _____
 Name: _____
 Chief Contracts & Procurement Officer
 Date: _____

Approved as to Form**Office of the County Counsel**

Susan K. Blitch, County Counsel

Signed by:
 By: Mary Grace Perry
 70A10B9BA72D498...
 Mary Grace Perry
 Deputy County Counsel
 Date: 10/8/2025 | 4:55 PM PDT

Val's Plumbing & Heating, Inc.

Contractor's Business Name

DocuSigned by:
 By: Claude Bastianelli
 AF3AB43C32CD4C2...
 Claude Bastianelli, President

Date: 10/6/2025 | 7:28 AM PDT

DocuSigned by:
 By: Dale Self
 AC6604672550445...
 Dale Self, Secretary

Date: 10/6/2025 | 7:56 AM PDT

Approved as to Fiscal Provisions

DocuSigned by:
 By: Patricia Ruiz
 E79EF64E57454F6...
 Name: _____
 Title: Auditor/Controller
 Date: 10/9/2025 | 11:49 AM PDT

Approved as to Indemnity and Insurance Provisions**Office of the County Counsel-Risk Management**

Susan K. Blitch, County Counsel

DocuSigned by:
 By: David Bolton
 3E7ACEF11DD0440...
 David Bolton
 Title: Risk Manager
 Date: 10/8/2025 | 4:31 PM PDT

*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.

Amendment No. 1 to Agreement No. A-16101

Val's Plumbing & Heating, Inc.

On-call Plumbing Repair and Maintenance Services (RFP #10870)

Public Works, Facilities and Parks

Term: October 25, 2022 – October 24, 2027

Not to Exceed: \$300,000

EXHIBIT A-1

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND**

Val’s Plumbing & Heating, 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 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than Fifty Percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

A.1.2 Limitations on Scope of Work to Non-Works of Public Improvement. This Scope of Work is limited to regular, reoccurring repair and maintenance work which falls under the category of routine repair and maintenance as set forth below.

A.1.2.1 Per California Code of Regulations section 16000, which implements California Labor Code sections 1720 and 1771 related to the payment of prevailing wages upon public works, maintenance includes:

A.1.3 Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

A.1.4 Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures.

- A.1.4.1 Any work determined by the County to be a Work of Public Improvement, requiring informal or formal bidding procedures shall not be performed under this AGREEMENT.
- A.1.5 CONTRACTOR shall hold a valid California State Contractors License in the appropriate category or categories of plumbing and/or engineering.
- A.1.6 CONTRACTOR shall ensure that assigned workers are qualified, at an appropriate level of trade experience commensurate to assigned jobs, and have knowledge of proper methods, related tools, and materials.
- A.1.7 CONTRACTOR shall conduct assessments of necessary repairs, including alternatives, e.g., repair or replacement.
- A.1.8 CONTRACTOR shall prepare a work plan for requested job, subject to approval of the County Building Maintenance Supervisor or designee.
- A.1.9 CONTRACTOR shall coordinate scheduling of work with assigned County personnel.
- A.1.10 CONTRACTOR shall adhere to all appropriate safety precautions and requirements needed to do the assigned job.
- A.1.11 CONTRACTOR shall perform repair and maintenance work, generally described as follows:
 - A.1.11.1 Repair or replace pipes, fittings, couplers, valves, fixtures, and other components related to transfer and control of water, gas, waste, or air.
 - A.1.11.2 Diagnosis, repair or mitigation of flow issues such as blockage, restriction, excessive pressure, collapsed drains.
 - A.1.11.3 Pressure testing controlled systems to determine presence of leakage and to ensure that appropriate levels are maintained.
 - A.1.11.4 Assemble, install and repair pipes, fittings and fixtures of water, gas and waste disposal systems according to specifications and plumbing codes.
 - A.1.11.5 Work with piping systems that transport liquid, gas or semisolid material.
 - A.1.11.6 Install sinks, tubs and connections.
 - A.1.11.7 Maintain existing plumbing systems.
 - A.1.11.8 Follow blueprints if required.

- A.1.11.9 Trace troubles in current plumbing systems, open clogged drains and pipes, thaw frozen pipes, and replace worn parts.
 - A.1.11.10 Connect water and drainage systems to fixtures.
- A.1.12 CONTRACTOR's employees will be required to be properly identified by plumbing attire preferably with name of company on the uniforms which must be worn at all times.
- A.1.13 CONTRACTOR's employees are required to pass a County background clearance check in order to work within both restricted and high security areas.
 - A.1.13.1 The Monterey County Sheriff's Office ("MCSO" or "Sheriff") will perform the clearance check at the County's cost.
- A.1.14 CONTRACTOR's workmanship must meet all applicable building and sanitation codes, and the best standard practices of the trade.
- A.1.15 CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.
 - A.1.15.1 CONTRACTOR shall ensure that work areas are appropriately contained and kept in an orderly condition.
 - A.1.15.2 Contractor shall ensure conformance with applicable Cal-OSHA codes while working in occupied or unoccupied facilities.
- A.1.16 Any damage caused by CONTRACTOR must be repaired by CONTRACTOR in an appropriate and timely manner at CONTRACTOR's expense.
- A.1.17 CONTRACTOR is expected to work hours that may vary due to the location of the work assignment. Specified work time(s) may be required.
- A.1.18 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, Contractors State License Board and CAL/OSHA regulations, as applicable.
- A.1.19 CONTRACTOR is to ensure that the insurance and required licenses and permits as applicable under both state and local jurisdictions are current during the full term of the AGREEMENT.
- A.1.20 CONTRACTOR provides a one (1) year warranty for parts and labor.

- A.1.21 Scope of Services does not include work on fire protection systems which requires a C16 California Fire Protection contractor license, or hazardous abatement.

B. PAYMENT PROVISIONS

B.1. COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$300,000 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:

Table B.1 – Labor Rates						
Labor Rate	7/1/22 to 6/30/23	7/1/23 to 6/30/24	7/1/24 to 6/30/25	7/1/25 to 6/30/26	7/1/26 to 6/30/27	7/1/27 to 6/30/28
Supervisor – Regular	\$170.00/hr	\$175.00/hr	\$179.00/hr	\$184.00/hr	\$209.00/hr	\$214.00/hr
Supervisor – Time in Half	\$255.00/hr	\$262.50/hr	\$268.50/hr	\$276.00/hr	\$313.00/hr	\$321.00/hr
Supervisor – Double Time	\$340.00/hr	\$350.00/hr	\$314.00/hr	\$368.00/hr	\$418.00/hr	\$428.00/hr
Journeyman – Regular	\$163.00/hr	\$168.00/hr	\$173.00/hr	\$178.00/hr	\$198.00/hr	\$203.00/hr
Journeyman – Time in Half	\$244.50/hr	\$252.00/hr	\$259.50/hr	\$267.00/hr	\$297.00/hr	\$304.00/hr
Journeyman – Double Time	\$326.00/hr	\$336.00/hr	\$304.00/hr	\$356.00/hr	\$396.00/hr	\$406.00/hr
Apprentice – Regular	\$134.00/hr	\$139.00/hr	\$144.00/hr	\$148.00/hr	\$168.00/hr	\$173.00/hr
Apprentice – Time in Half	\$201.00/hr	\$208.50/hr	\$216.00/hr	\$222.00/hr	\$252.00/hr	\$259.00/hr
Apprentice – Double Time	\$268.00/hr	\$278.00/hr	\$288.00/hr	\$296.00/hr	\$336.00/hr	\$346.00/hr
Subcontractor Markup	10%	10%	10%	10%	10%	10%

Pricing for parts and other non-hourly costs to be quoted at time of service request.

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.

CONTRACTOR SHALL verify project invoices to ensure proper accounting of project charges.

Invoices under this Agreement shall be submitted 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 PWFP-Finance-AP@countyofmonterey.gov.

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: PWFP-Finance-AP@countyofmonterey.gov**.

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.

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.



Monterey County Board of Supervisors

Board Order

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

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

Agreement No.: A-16099	ACCO Engineered Systems, Inc.
Agreement No.: A-16100	George Wilson's Plumbing, Inc.
Agreement No.: A-16101	Val's Plumbing & Heating, Inc

- a. Approve Standard Agreements with the following three (3) contractors: ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors, George Wilson's Plumbing, Inc., and Val's Plumbing & Heating, Inc. to provide on-call plumbing repair and maintenance services for County facilities, awarded under RFP #10870, amounts not to exceed \$150,000 each, for a term of three (3) years beginning October 25, 2022 to October 24, 2025, with the option to extend each Agreement for up to two (2) additional years; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Standard Agreements and future amendments to each Agreement where the amendments do not increase the approved amount of each Agreement more than ten percent (10%) of the original Agreement amount, subject to the review and approval as to form of any future amendments by the Office of the County Counsel.

PASSED AND ADOPTED on this 22nd day of November 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams

NOES: None

ABSENT: None

(Government Code 54953)

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 22, 2022.

Dated: November 23, 2022

File ID: A 22-583

Agenda Item No.: 43

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

Emmanuel H. Santos, 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:

Val's Plumbing & Heating, 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: On-call plumbing repair and maintenance services for County facilities, awarded under RFP #10870.

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: \$ **150,000**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from October 25, 2022 to October 24, 2025, 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: N/A

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 or 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

Val's Plumbing & Heating, Inc.
On-Call Plumbing Repair and Maintenance
Public Works, Facilities and Parks

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:

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

Val's Plumbing & Heating, Inc.

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 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 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.

15.0 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:
John Snively Management Analyst III	David Kidd Project Manager
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	413 Front Street Salinas, CA 93901-3609
Address	Address
831-759-6617 snivelyjm@co.monterey.ca.us	831-424-1633 davidk@valsplumbing.com
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **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.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.

- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: DocuSigned by:
Debra R. Wilson
 7B744837AA0B44B...
 Contracts/Purchasing Officer
 Date: 12/5/2022 | 2:03 PM PST

By: _____
 Department Head (if applicable)
 Date: _____

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

By: DocuSigned by:
Mary Grace Perry, Deputy
 A1933B26E7C...
 County Counsel
 Date: 10/31/2022 | 12:55 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by:
Jennifer Forsyth
 4E7E65787545A...
 Auditor/Controller
 Date: 11/1/2022 | 10:29 AM PDT

Approved as to Liability Provisions
 Office of the County Counsel-Risk Manager
 Leslie J. Girard, County Counsel-Risk Manager

By: _____
 Risk Management
 Date: _____

CONTRACTOR

Val's Plumbing & Heating, Inc.
 Contractor/Business Name *

By: DocuSigned by:
Claude Bastianelli
 8F3AB49C32ED4C2...
 (Signature of Chair, President, or Vice-President)
 Claude Bastianelli, President

Name and Title
 Date: 10/26/2022 | 8:27 AM PDT

By: DocuSigned by:
Dale Self
 26846C6B...
 (Signature of Sec. Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Dale Self, Secretary
 Name and Title
 Date: 10/26/2022 | 4:23 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Val's Plumbing & Heating, Inc.
 On-Call Plumbing Repair and Maintenance
 Agreement ID: Public Works, Facilities and Parks

EXHIBIT-A

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND**

Val’s Plumbing & Heating, 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 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than Fifty Percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

A.1.2 Limitations on Scope of Work to Non-Works of Public Improvement. This Scope of Work is limited to regular, reoccurring repair and maintenance work which falls under the category of routine repair and maintenance as set forth below.

A.1.2.1 Per California Code of Regulations section 16000, which implements California Labor Code sections 1720 and 1771 related to the payment of prevailing wages upon public works, maintenance includes:

A.1.3 Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

A.1.4 Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures.

- A.1.4.1 Any work determined by the County to be a Work of Public Improvement, requiring informal or formal bidding procedures shall not be performed under this AGREEMENT.
- A.1.5 CONTRACTOR shall hold a valid California State Contractors License in the appropriate category or categories of plumbing and/or engineering.
- A.1.6 CONTRACTOR shall ensure that assigned workers are qualified, at an appropriate level of trade experience commensurate to assigned jobs, and have knowledge of proper methods, related tools, and materials.
- A.1.7 CONTRACTOR shall conduct assessments of necessary repairs, including alternatives, e.g., repair or replacement.
- A.1.8 CONTRACTOR shall prepare a work plan for requested job, subject to approval of the County Building Maintenance Supervisor or designee.
- A.1.9 CONTRACTOR shall coordinate scheduling of work with assigned County personnel.
- A.1.10 CONTRACTOR shall adhere to all appropriate safety precautions and requirements needed to do the assigned job.
- A.1.11 CONTRACTOR shall perform repair and maintenance work, generally described as follows:
 - A.1.11.1 Repair or replace pipes, fittings, couplers, valves, fixtures, and other components related to transfer and control of water, gas, waste, or air.
 - A.1.11.2 Diagnosis, repair or mitigation of flow issues such as blockage, restriction, excessive pressure, collapsed drains.
 - A.1.11.3 Pressure testing controlled systems to determine presence of leakage and to ensure that appropriate levels are maintained.
 - A.1.11.4 Assemble, install and repair pipes, fittings and fixtures of water, gas and waste disposal systems according to specifications and plumbing codes.
 - A.1.11.5 Work with piping systems that transport liquid, gas or semisolid material.
 - A.1.11.6 Install sinks, tubs and connections.
 - A.1.11.7 Maintain existing plumbing systems.

- A.1.11.8 Follow blueprints if required.
 - A.1.11.9 Trace troubles in current plumbing systems, open clogged drains and pipes, thaw frozen pipes, and replace worn parts.
 - A.1.11.10 Connect water and drainage systems to fixtures.
- A.1.12 CONTRACTOR's employees will be required to be properly identified by plumbing attire preferably with name of company on the uniforms which must be worn at all times.
- A.1.13 CONTRACTOR's employees are required to pass a County background clearance check in order to work within both restricted and high security areas.
 - A.1.13.1 The Monterey County Sheriff's Office ("MCSO" or "Sheriff") will perform the clearance check at the County's cost.
- A.1.14 CONTRACTOR's workmanship must meet all applicable building and sanitation codes, and the best standard practices of the trade.
- A.1.15 CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.
 - A.1.15.1 CONTRACTOR shall ensure that work areas are appropriately contained and kept in an orderly condition.
 - A.1.15.2 Contractor shall ensure conformance with applicable Cal-OSHA codes while working in occupied or unoccupied facilities.
- A.1.16 Any damage caused by CONTRACTOR must be repaired by CONTRACTOR in an appropriate and timely manner at CONTRACTOR's expense.
- A.1.17 CONTRACTOR is expected to work hours that may vary due to the location of the work assignment. Specified work time(s) may be required.
- A.1.18 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, Contractors State License Board and CAL/OSHA regulations, as applicable.
- A.1.19 CONTRACTOR is to ensure that the insurance and required licenses and permits as applicable under both state and local jurisdictions are current during the full term of the AGREEMENT.

A.1.20 CONTRACTOR provides a one (1) year warranty for parts and labor.

A.1.21 Scope of Services does not include work on fire protection systems which requires a C16 California Fire Protection contractor license, or hazardous abatement.

B. PAYMENT PROVISIONS

B.1. COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$150,000 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:

Table B.1 – Labor Rates				
Labor Rate	7/1/22 to 6/30/23	7/1/23 to 6/30/24	7/1/24 to 6/30/25	7/1/25 to 6/30/26
Supervisor – Regular	\$170.00/hr	\$175.00/hr	\$179.00/hr	\$184.00/hr
Supervisor – Time in Half	\$255.00/hr	\$262.50/hr	\$268.50/hr	\$276.00/hr
Supervisor – Double Time	\$340.00/hr	\$350.00/hr	\$314.00/hr	\$368.00/hr
Journeyman – Regular	\$163.00/hr	\$168.00/hr	\$173.00/hr	\$178.00/hr
Journeyman – Time in Half	\$244.50/hr	\$252.00/hr	\$259.50/hr	\$267.00/hr
Journeyman – Double Time	\$326.00/hr	\$336.00/hr	\$304.00/hr	\$356.00/hr
Apprentice – Regular	\$134.00/hr	\$139.00/hr	\$144.00/hr	\$148.00/hr
Apprentice – Time in Half	\$201.00/hr	\$208.50/hr	\$216.00/hr	\$222.00/hr
Apprentice – Double Time	\$268.00/hr	\$278.00/hr	\$288.00/hr	\$296.00/hr
Subcontractor Markup	10%	10%	10%	10%

Pricing for parts and other non-hourly costs to be quoted at time of service request.

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.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. 341 Tres Pinos Road, Suite 207A Hollister CA 95023	CONTACT NAME: Tracey Dattilo PHONE (A/C, No, Ext): 831-637-9241 FAX (A/C, No): 831-630-0286 E-MAIL ADDRESS: tracey_dattilo@ajg.com														
INSURED Val's Plumbing & Heating, Inc 413 Front Street Salinas, CA 93901	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cypress Insurance Company (CA)</td> <td>10855</td> </tr> <tr> <td>INSURER B : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cypress Insurance Company (CA)	10855	INSURER B : National Fire Insurance Co of Hartford	20478	INSURER C : Continental Casualty Company	20443	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

 License#: 0726293
 VALSPLU-01
COVERAGES**CERTIFICATE NUMBER:** 1489243020**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER: ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		6043454052	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PD Ded: \$ 10,000
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		BUA6043239609	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Collision Ded: \$ 1,000/\$1,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	VAWC310579	10/1/2022	10/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP #10870, On-Call Plumbing Repair and Maintenance Services for County Facilities. Various Locations.
 The County of Monterey, Its Officers, Agents and Employees are included as additional insureds on the General Liability and Auto Liability policies, as per attached. Coverage is primary as per attached

CERTIFICATE HOLDER**CANCELLATION**
 Monterey County Public Works, Facilities, and Parks
 1441 Schilling Place, South 2nd Floor
 Salinas CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: VAL'S PLUMBING & HEATING, INC.

Policy No: 6043454052

Endorsement No: 2

Effective Date: 10/1/2022



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: VAL'S PLUMBING & HEATING, INC.

Policy No: 6043454052

Endorsement No: 2

Effective Date: 10/1/2022



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

CNA74705XX (1-15)

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VALLEY FORGE INSURANCE COMPANY

Insured Name: VAL'S PLUMBING & HEATING, INC.

Policy No: 6043454052

Endorsement No: 1

Effective Date: 10/1/2022



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss.

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

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability **policy** providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability **policy** providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

Policy, as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

SECTION II, Paragraph B.5 does not apply.

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement No: 19; Page: 1 of 5

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: **BUA 6043239609**

Policy Effective Date: 10/1/2022

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Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

SECTION III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **SECTION III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

SECTION III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

SECTION III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **SECTION III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an **insured**; and
- (2) In or on the covered **auto**.

This coverage applies only in the event of a total theft of your covered **auto**.

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **SECTION III, Paragraph A.4.**:

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an **auto** because of **loss** to a covered **auto**. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered **auto**. No deductibles apply to this coverage.
 - 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the **loss** and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered **auto**; or,
 - (b) 15 days.
 - 2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

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Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6043239609

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3. This coverage does not apply while there are spare or reserve **autos** available to you for your operations.
4. If **loss** results from the total theft of a covered **auto** of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **SECTION III. Paragraph A.:**

5. Hired Autos

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of \$750 per **accident**.

H. Airbag Coverage

The following is added to **SECTION III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

SECTION III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **SECTION III, Paragraph B.6.**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

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Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

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- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **SECTIONS II and III**:

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your executive officers, except:
 - a. An **auto** owned by that **executive officer** or a member of that person's household; or
 - b. An **auto** used by that **executive officer** while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, **executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such **executive officers** are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **SECTION IV, Paragraph A.2.a.**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **SECTION IV, Paragraph A.2.b.**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **SECTION IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

SECTION IV, Paragraphs 7.(5).(a). is revised to provide:

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement No: 19; Page: 4 of 5

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6043239609

Policy Effective Date: 10/1/2022

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**Business Auto Policy
Policy Endorsement**

- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

SECTION V. Paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 19; Page: 5 of 5

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

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**ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

POLICY NUMBER: BUA6043239609

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Val's Plumbing & Heating, Inc.**Endorsement Effective Date:** 10/1/2022**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**ANY PERSON OR ORGANIZATION FOR WHOM
OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS
WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA BLANKET BASIS

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

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

All CA Operations

Waiver Premium (prior to adjustments)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/1/2022

Policy No.: VAWC310579

Endorsement No.:

Insured:

Premium \$

Insurance Company: Cypress Insurance Company

Countersigned by _____

ATTACHMENT E
SUMMARY OF STANDARD AGREEMENTS
ANNUAL EXPENDITURES AND BALANCE

Val's Plumbing & Heating, Inc.
(Multi-Year Agreements #3200*6846)

Fiscal Year (FY) (July 1 – June 30)	SA Beginning Balance	SA Additions	SA Expenditures	SA Ending Balance
FY 2022 - 2023 (SA Start Date: 10/25/22)	\$150,000	\$	\$37,490	\$112,510
FY 2023 – 2024	\$112,510	\$0	\$27,772	\$84,738
FY 2024 – 2025	\$84,738	\$0	\$22,579	\$62,159
FY 2025 – 2026	\$62,159	\$150,000 (Pending BOS Approval)	\$0 (through 10/3/25)	\$62,159 (through 10/3/25)
FY 2024 – 2025	TBD	TBD	TBD	TBD
Total	N/A	\$150,000 (Pending BOS Approval)	\$87,841 (through 10/3/25)	N/A

Note: Amounts have been rounded to the nearest dollar.

**AMENDMENT NO. 2
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors**

THIS AMENDMENT NO. 2 to Agreement No. A-16099 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”), and ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors, (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 22, 2022, the Board of Supervisors approved Agreement No. A-16099 which CONTRACTOR entered into with County on November 30, 2022 (hereinafter, “Agreement”) to provide on-call plumbing repair and maintenance services for County facilities, awarded under RFP #10870 (hereinafter “services”) with an initial term from October 25, 2022 to October 24, 2025 for an amount not to exceed \$150,000;

WHEREAS, Agreement was amended by the Parties on April 29, 2025 (hereinafter, “Amendment No. 1”) to extend the term to October 24, 2027, update rates and provisions, and increase the not to exceed amount by \$15,000 for a new total not to exceed amount of \$165,000 to allow CONTRACTOR to continue to provide services;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County;

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 \$265,000, to allow CONTRACTOR to continue to provide services required under the Agreement;

WHEREAS, the Parties wish to amend the Agreement to increase the not to exceed amount by \$100,000 for a total not to exceed amount of \$265,000 to allow CONTRACTOR to continue to provide services identified in the Agreement.

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 \$265,000.

2. Except as provided herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
3. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 2 to Agreement No. A-16099
ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors
On-call plumbing repair and maintenance services (RFP #10870)
Public Works, Facilities and Parks
Term: October 25, 2022 – October 24, 2027

4. 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: _____
Name: _____
Chief Contracts & Procurement Officer
Date: _____

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

Signed by: _____
By: _____
Mary Grace Perry
Deputy County Counsel
Date: 10/14/2025 | 9:57 AM PDT

Approved as to Fiscal Provisions

DocuSigned by: _____
By: _____
Name: _____
Title: Auditor/Controller
Date: 10/15/2025 | 7:46 AM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Susan K. Blitch, County Counsel

DocuSigned by: _____
By: _____
David Bolton
Risk Manager
Date: 10/14/2025 | 10:37 AM PDT

*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.

CONTRACTOR*

ACCO Engineered Systems, Inc.,
dba Geo H. Wilson Mechanical Contractors

Contractor's Business Name
DocuSigned by: _____
By: _____
Gregg Holbrook,
Senior Vice President
Date: 10/8/2025 | 9:20 AM PDT

Signed by: _____
By: _____
Hugh Palmer, Assistant Secretary
Date: 10/10/2025 | 2:56 PM PDT

EXHIBIT A-1

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND**

**ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors,
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 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than Fifty Percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

A.1.2 Limitations on Scope of Work to Non-Works of Public Improvement. This Scope of Work is limited to regular, reoccurring repair and maintenance work which falls under the category of routine repair and maintenance as set forth below.

A.1.2.1 Per California Code of Regulations section 16000, which implements California Labor Code sections 1720 and 1771 related to the payment of prevailing wages upon public works, maintenance includes:

A.1.3 Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

A.1.4 Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it

was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures.

A.1.4.1 Any work determined by the County to be a Work of Public Improvement, requiring informal or formal bidding procedures shall not be performed under this AGREEMENT.

A.1.5 CONTRACTOR shall hold a valid California State Contractors License in the appropriate category or categories of plumbing and/or engineering.

A.1.6 CONTRACTOR shall ensure that assigned workers are qualified, at an appropriate level of trade experience commensurate to assigned jobs, and have knowledge of proper methods, related tools, and materials.

A.1.7 CONTRACTOR shall conduct assessments of necessary repairs, including alternatives, e.g., repair or replacement.

A.1.8 CONTRACTOR shall prepare a work plan for requested job, subject to approval of the County Building Maintenance Supervisor or designee.

A.1.9 CONTRACTOR shall coordinate scheduling of work with assigned County personnel.

A.1.10 CONTRACTOR shall adhere to all appropriate safety precautions and requirements needed to do the assigned job.

A.1.11 CONTRACTOR shall perform repair and maintenance work, generally described as follows:

A.1.11.1 Repair or replace pipes, fittings, couplers, valves, fixtures, and other components related to transfer and control of water, gas, waste, or air.

A.1.11.2 Diagnosis, repair or mitigation of flow issues such as blockage, restriction, excessive pressure, collapsed drains.

A.1.11.3 Pressure testing controlled systems to determine presence of leakage and to ensure that appropriate levels are maintained.

A.1.11.4 Assemble, install and repair pipes, fittings and fixtures of water, gas and waste disposal systems according to specifications and plumbing codes.

- A.1.11.5 Work with piping systems that transport liquid, gas or semisolid material.
 - A.1.11.6 Install sinks, tubs and connections.
 - A.1.11.7 Maintain existing plumbing systems.
 - A.1.11.8 Follow blueprints if required.
 - A.1.11.9 Trace troubles in current plumbing systems, open clogged drains and pipes, thaw frozen pipes, and replace worn parts.
 - A.1.11.10 Connect water and drainage systems to fixtures.
- A.1.12 CONTRACTOR's employees will be required to be properly identified by plumbing attire preferably with name of company on the uniforms which must be worn at all times.
- A.1.13 CONTRACTOR's employees are required to pass a County background clearance check in order to work within both restricted and high security areas.
 - A.1.13.1 The Monterey County Sheriff's Office ("MCSO" or "Sheriff") will perform the clearance check at the County's cost.
- A.1.14 CONTRACTOR's workmanship must meet all applicable building and sanitation codes, and the best standard practices of the trade.
- A.1.15 CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.
 - A.1.15.1 CONTRACTOR shall ensure that work areas are appropriately contained and kept in an orderly condition.
 - A.1.15.2 Contractor shall ensure conformance with applicable Cal-OSHA codes while working in occupied or unoccupied facilities.
- A.1.16 Any damage caused by CONTRACTOR must be repaired by CONTRACTOR in an appropriate and timely manner at CONTRACTOR's expense.
- A.1.17 CONTRACTOR is expected to work hours that may vary due to the location of the work assignment. Specified work time(s) may be required.

- A.1.18 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, Contractors State License Board and CAL/OSHA regulations, as applicable.
- A.1.19 CONTRACTOR is to ensure that the insurance and required licenses and permits as applicable under both state and local jurisdictions are current during the full term of the AGREEMENT.
- A.1.20 CONTRACTOR offers the County a general expectation of the following response times:
 - A.1.20.1 2-hour technician response time during standard business hours (7:00AM through 4:00PM, Monday through Friday, except holidays)
 - A.1.20.2 4-hour response time for non-standard business hours, when service calls are placed via dispatch.
 - A.1.20.3 Dispatch Contact: 800-598-2226, ncdispatch@accoservice.com
- A.1.21 CONTRACTOR shall provide a ninety-day (90-day) warranty for repairs and service work.

B. PAYMENT PROVISIONS

B.1. COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$165,000 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:

- B.1.1. All recommended repairs identified by CONTRACTOR and/or County during regular maintenance service or scheduled job walk are to be firm price in lieu of Time and Materials (T&M).
- B.1.2. Large projects may be quoted at a lump-sum price. T&M charges shall be based on the following rates:

Table B.1 – Labor Rates						
Labor Rate⁺	10/25/22 to 6/30/23	7/1/23 to 6/30/24	7/1/24 to 6/30/25	7/1/25 to 6/30/26	7/1/26 to 6/30/27	7/1/27 to 10/24/27
HVAC/Plumbing Service Technician (Standard Time)*	\$197.00/ hr	\$206.00/ hr	\$215.00/ hr	\$224.00/ hr	\$233.00/ hr	\$242.00/ hr
HVAC/Plumbing Service Technician (Overtime)**	\$265.95/ hr	\$278.10/ hr	\$290.25/ hr	\$302.40/ hr	\$314.55/ hr	\$326.70/ hr
HVAC/Plumbing Service Technician (Premium Time)***	\$334.90/ hr	\$350.20/ hr	\$365.50/ hr	\$380.80/ hr	\$396.10/ hr	\$411.40/ hr
T&M Service Call Charges						
Technician Truck Charge	\$75.00/ Visit	\$75.00/ Visit	\$75.00/ Visit	\$75.00/ Visit	\$85.00/ Visit	\$85.00/ Visit

* Standard Business Hours are 7:00AM to 4:00PM, M-F, except holidays

** Overtime labor rates apply for non-standard business hours, except for Holidays and Sundays

*** Premium Time labor rates apply for Sunday and holidays

⁺ All service calls have a minimum: one (1) truck charge fee, one (1) hour portal-to-portal travel to job site, minimum one (1) hour charge once on job site

B.1.3. County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy”. A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

B.1.4. 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.

B.2 CONTRACTORS BILLING PROCEDURES

CONTRACTOR SHALL verify project invoices to ensure proper accounting of project charges.

Invoices under this Agreement shall be submitted 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 PWFP-Finance-AP@countyofmonterey.gov.

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: PWFP-Finance-AP@countyofmonterey.gov**.

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.

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.



Monterey County Board of Supervisors

Board Order

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

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

Agreement No.: A-16099	ACCO Engineered Systems, Inc.
Agreement No.: A-16100	George Wilson's Plumbing, Inc.
Agreement No.: A-16101	Val's Plumbing & Heating, Inc

- a. Approve Standard Agreements with the following three (3) contractors: ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors, George Wilson's Plumbing, Inc., and Val's Plumbing & Heating, Inc. to provide on-call plumbing repair and maintenance services for County facilities, awarded under RFP #10870, amounts not to exceed \$150,000 each, for a term of three (3) years beginning October 25, 2022 to October 24, 2025, with the option to extend each Agreement for up to two (2) additional years; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Standard Agreements and future amendments to each Agreement where the amendments do not increase the approved amount of each Agreement more than ten percent (10%) of the original Agreement amount, subject to the review and approval as to form of any future amendments by the Office of the County Counsel.

PASSED AND ADOPTED on this 22nd day of November 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams

NOES: None

ABSENT: None

(Government Code 54953)

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 22, 2022.

Dated: November 23, 2022

File ID: A 22-583

Agenda Item No.: 43

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

Emmanuel H. Santos, Deputy



Monterey County Board of Supervisors

Board Order

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

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Dated: November 23, 2022

File ID: A 22-583

Agenda Item No.: 43

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

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors**

THIS AMENDMENT NO. 1 to Agreement No. A-16099 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”), and ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors, (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 22, 2022, the Board of Supervisors approved Agreement No. A-16099 which CONTRACTOR entered into with County on November 30, 2022 (hereinafter, “Agreement”) to provide on-call plumbing repair and maintenance services for County facilities, awarded under RFP #10870 (hereinafter “services”) with an initial term from October 25, 2022 to October 24, 2025 for an amount not to exceed \$150,000;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County;

WHEREAS, it is necessary to increase the Agreement’s not to exceed amount by \$15,000, resulting in a total not to exceed amount of \$165,000, to allow CONTRACTOR to continue to provide services required under the Agreement;

WHEREAS, it is necessary to update rates to allow CONTRACTOR to continue to provide the services required by the County;

WHEREAS, it is necessary to update provisions to the Agreement to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to October 24, 2027, increase the not to exceed amount by \$15,000 for a total not to exceed amount of \$165,000, update rates and update provisions to the Agreement to allow CONTRACTOR to continue to provide services identified in the Agreement.

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 \$165,000.

2. Amend the first sentence of Section 3, “Term of Agreement,” to read as follows:

The term of this Agreement is from October 25, 2022 to October 24, 2027, unless sooner terminated pursuant to the terms of this Agreement.

Amendment No. 1 to Agreement No. A-16099
ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors
On-call plumbing repair and maintenance services (RFP #10870)
Public Works, Facilities and Parks
Term: October 25, 2022 – October 24, 2027
Not to Exceed: \$165,000

3. Amend Section 6.0, "Payment Conditions," to add the following and hereby incorporate the new language into the Agreement:

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

4. Amend Section 9.02, "Qualifying Insurers," to read as follows and hereby incorporate the new language into the Agreement:

Qualifying Insurers:

All coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

5. Amend Section 9.03, "Insurance Coverage Requirements," to read as follows and hereby incorporate the new language into the Agreement:

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, and \$2,000,000 in the aggregate.

(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.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or 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: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

6. Amend Section 9.04, “Other Insurance Requirements,” to read as follows and hereby incorporate the new language into the Agreement:

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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR’S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability

arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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.

7. Amend Section 10, "Records and Confidentiality," to add the following and hereby incorporate the new language into the Agreement:

10.06 Format of Deliverables:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office

files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

8. In all places within the Agreement, any references to “Exhibit A” are hereby replaced with “Exhibit A-1 – Scope of Services and Payment Provisions,” effective upon final execution of this Amendment No. 1 which is the last date opposite the respective signatures below.
9. Except as provided herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
10. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
11. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

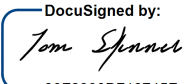
[SIGNATURES ON FOLLOWING PAGE]

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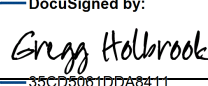
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: 

 Debra R. Wilson
 Contracts/Purchasing Officer
 Date: 4/29/2025 | 12:09 PM PDT

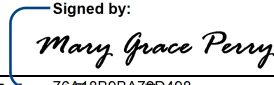
ACCO Engineered Systems, Inc.,
 dba Geo H. Wilson Mechanical Contractors
 Contractor's Business Name
 By: 

 Gregg Holbrook,
 Senior Vice President
 Date: 4/22/2025 | 3:08 PM PDT

Approved as to Form

Office of the County Counsel

Susan K. Blitch, County Counsel

By: 

 Mary Grace Perry
 Deputy County Counsel
 Date: 4/24/2025 | 1:12 PM PDT

Signed by: 

 Hugh Palmer, Assistant Secretary
 Date: 4/24/2025 | 11:48 AM PDT

Approved as to Fiscal Provisions

By: 

 Jennifer Forsyth
 Auditor/Controller
 Date: 4/25/2025 | 11:16 AM PDT

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel-Risk Management

Susan K. Blitch, County Counsel

By: 

 David Bolton
 Risk Manager
 Date: 4/24/2025 | 3:53 PM PDT

*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.

EXHIBIT A-1

**To Agreement by and between
County of Monterey, hereinafter referred to as "County"
AND
ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors
, 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 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than Fifty Percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

A.1.2 Limitations on Scope of Work to Non-Works of Public Improvement. This Scope of Work is limited to regular, reoccurring repair and maintenance work which falls under the category of routine repair and maintenance as set forth below.

A.1.2.1 Per California Code of Regulations section 16000, which implements California Labor Code sections 1720 and 1771 related to the payment of prevailing wages upon public works, maintenance includes:

A.1.3 Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

A.1.4 Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it

was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures.

A.1.4.1 Any work determined by the County to be a Work of Public Improvement, requiring informal or formal bidding procedures shall not be performed under this AGREEMENT.

A.1.5 CONTRACTOR shall hold a valid California State Contractors License in the appropriate category or categories of plumbing and/or engineering.

A.1.6 CONTRACTOR shall ensure that assigned workers are qualified, at an appropriate level of trade experience commensurate to assigned jobs, and have knowledge of proper methods, related tools, and materials.

A.1.7 CONTRACTOR shall conduct assessments of necessary repairs, including alternatives, e.g., repair or replacement.

A.1.8 CONTRACTOR shall prepare a work plan for requested job, subject to approval of the County Building Maintenance Supervisor or designee.

A.1.9 CONTRACTOR shall coordinate scheduling of work with assigned County personnel.

A.1.10 CONTRACTOR shall adhere to all appropriate safety precautions and requirements needed to do the assigned job.

A.1.11 CONTRACTOR shall perform repair and maintenance work, generally described as follows:

A.1.11.1 Repair or replace pipes, fittings, couplers, valves, fixtures, and other components related to transfer and control of water, gas, waste, or air.

A.1.11.2 Diagnosis, repair or mitigation of flow issues such as blockage, restriction, excessive pressure, collapsed drains.

A.1.11.3 Pressure testing controlled systems to determine presence of leakage and to ensure that appropriate levels are maintained.

A.1.11.4 Assemble, install and repair pipes, fittings and fixtures of water, gas and waste disposal systems according to specifications and plumbing codes.

- A.1.11.5 Work with piping systems that transport liquid, gas or semisolid material.
 - A.1.11.6 Install sinks, tubs and connections.
 - A.1.11.7 Maintain existing plumbing systems.
 - A.1.11.8 Follow blueprints if required.
 - A.1.11.9 Trace troubles in current plumbing systems, open clogged drains and pipes, thaw frozen pipes, and replace worn parts.
 - A.1.11.10 Connect water and drainage systems to fixtures.
- A.1.12 CONTRACTOR's employees will be required to be properly identified by plumbing attire preferably with name of company on the uniforms which must be worn at all times.
- A.1.13 CONTRACTOR's employees are required to pass a County background clearance check in order to work within both restricted and high security areas.
 - A.1.13.1 The Monterey County Sheriff's Office ("MCSO" or "Sheriff") will perform the clearance check at the County's cost.
- A.1.14 CONTRACTOR's workmanship must meet all applicable building and sanitation codes, and the best standard practices of the trade.
- A.1.15 CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.
 - A.1.15.1 CONTRACTOR shall ensure that work areas are appropriately contained and kept in an orderly condition.
 - A.1.15.2 Contractor shall ensure conformance with applicable Cal-OSHA codes while working in occupied or unoccupied facilities.
- A.1.16 Any damage caused by CONTRACTOR must be repaired by CONTRACTOR in an appropriate and timely manner at CONTRACTOR's expense.
- A.1.17 CONTRACTOR is expected to work hours that may vary due to the location of the work assignment. Specified work time(s) may be required.

- A.1.18 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, Contractors State License Board and CAL/OSHA regulations, as applicable.
- A.1.19 CONTRACTOR is to ensure that the insurance and required licenses and permits as applicable under both state and local jurisdictions are current during the full term of the AGREEMENT.
- A.1.20 CONTRACTOR offers the County a general expectation of the following response times:
 - A.1.20.1 2-hour technician response time during standard business hours (7:00AM through 4:00PM, Monday through Friday, except holidays)
 - A.1.20.2 4-hour response time for non-standard business hours, when service calls are placed via dispatch.
 - A.1.20.3 Dispatch Contact: 800-598-2226, ncdispatch@accoservice.com
- A.1.21 CONTRACTOR shall provide a ninety-day (90-day) warranty for repairs and service work.

B. PAYMENT PROVISIONS

B.1. COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$165,000 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:

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- B.1.2. Large projects may be quoted at a lump-sum price. T&M charges shall be based on the following rates:

Table B.1 – Labor Rates						
Labor Rate⁺	10/25/22 to 6/30/23	7/1/23 to 6/30/24	7/1/24 to 6/30/25	7/1/25 to 6/30/26	7/1/26 to 6/30/27	7/1/27 to 10/24/27
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* Standard Business Hours are 7:00AM to 4:00PM, M-F, except holidays

** Overtime labor rates apply for non-standard business hours, except for Holidays and Sundays

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B.1.3. County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy”. A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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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: PWFP-Finance-AP@countyofmonterey.gov**.

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.

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.



Monterey County Board of Supervisors

Board Order

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

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

Agreement No.: A-16099	ACCO Engineered Systems, Inc.
Agreement No.: A-16100	George Wilson's Plumbing, Inc.
Agreement No.: A-16101	Val's Plumbing & Heating, Inc

- a. Approve Standard Agreements with the following three (3) contractors: ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors, George Wilson's Plumbing, Inc., and Val's Plumbing & Heating, Inc. to provide on-call plumbing repair and maintenance services for County facilities, awarded under RFP #10870, amounts not to exceed \$150,000 each, for a term of three (3) years beginning October 25, 2022 to October 24, 2025, with the option to extend each Agreement for up to two (2) additional years; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Standard Agreements and future amendments to each Agreement where the amendments do not increase the approved amount of each Agreement more than ten percent (10%) of the original Agreement amount, subject to the review and approval as to form of any future amendments by the Office of the County Counsel.

PASSED AND ADOPTED on this 22nd day of November 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams

NOES: None

ABSENT: None

(Government Code 54953)

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 22, 2022.

Dated: November 23, 2022

File ID: A 22-583

Agenda Item No.: 43

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

Emmanuel H. Santos, 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:

ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors

(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: On-call plumbing repair and maintenance services for County facilities, awarded under RFP #10870.

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: \$ **150,000**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from October 25, 2022 to October 24, 2025, 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: N/A

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 or 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:

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 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.

15.0 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:
John Snively Management Analyst III	Jack Irwin Project Manager
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	250 Harvey West Blvd., Santa Cruz, CA 95060
Address	Address
831-759-6617 snivelyjm@co.monterey.ca.us	408-642-0603 jirwin@geohwilson.com
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **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.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.

- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By:

DocuSigned by:

*Angelica Ruelas*Contracts/Purchasing Officer
11/30/2022 | 10:21 AM PST

Date:

By:

Department Head (if applicable)

Date:

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

By:

DocuSigned by:

Mary Grace Perry, Deputy

County Counsel

Date:

10/31/2022 | 2:22 PM PDT

Approved as to Fiscal Provisions

By:

DocuSigned by:

Jennifer Forsyth

Auditor/Controller

Date:

11/1/2022 | 12:09 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By:

Risk Management

Date:

CONTRACTOR

ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors

Contractor/Business Name *

By:

DocuSigned by:

Tareq Barakzoy

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

Tareq Barakzoy, Vice President

Date:

Name and Title

10/31/2022 | 12:55 PM PDT

By:

DocuSigned by:

Hugh Palmer

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Hugh Palmer, Assistant Secretary

Date:

Name and Title

10/31/2022 | 1:44 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

ACCO Engineered Systems, Inc. dba Geo H.
Wilson Mechanical Contractors
Agreement ID: On-Call Plumbing Repair and Maintenance
Public Works, Facilities and Parks **87**

EXHIBIT-A

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND**

**ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors
, 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 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than Fifty Percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

A.1.2 Limitations on Scope of Work to Non-Works of Public Improvement. This Scope of Work is limited to regular, reoccurring repair and maintenance work which falls under the category of routine repair and maintenance as set forth below.

A.1.2.1 Per California Code of Regulations section 16000, which implements California Labor Code sections 1720 and 1771 related to the payment of prevailing wages upon public works, maintenance includes:

A.1.3 Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

A.1.4 Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it was intended, including repairs, cleaning and other operations on

machinery and other equipment permanently attached to the building or realty as fixtures.

A.1.4.1 Any work determined by the County to be a Work of Public Improvement, requiring informal or formal bidding procedures shall not be performed under this AGREEMENT.

A.1.5 CONTRACTOR shall hold a valid California State Contractors License in the appropriate category or categories of plumbing and/or engineering.

A.1.6 CONTRACTOR shall ensure that assigned workers are qualified, at an appropriate level of trade experience commensurate to assigned jobs, and have knowledge of proper methods, related tools, and materials.

A.1.7 CONTRACTOR shall conduct assessments of necessary repairs, including alternatives, e.g., repair or replacement.

A.1.8 CONTRACTOR shall prepare a work plan for requested job, subject to approval of the County Building Maintenance Supervisor or designee.

A.1.9 CONTRACTOR shall coordinate scheduling of work with assigned County personnel.

A.1.10 CONTRACTOR shall adhere to all appropriate safety precautions and requirements needed to do the assigned job.

A.1.11 CONTRACTOR shall perform repair and maintenance work, generally described as follows:

A.1.11.1 Repair or replace pipes, fittings, couplers, valves, fixtures, and other components related to transfer and control of water, gas, waste, or air.

A.1.11.2 Diagnosis, repair or mitigation of flow issues such as blockage, restriction, excessive pressure, collapsed drains.

A.1.11.3 Pressure testing controlled systems to determine presence of leakage and to ensure that appropriate levels are maintained.

A.1.11.4 Assemble, install and repair pipes, fittings and fixtures of water, gas and waste disposal systems according to specifications and plumbing codes.

A.1.11.5 Work with piping systems that transport liquid, gas or semisolid material.

- A.1.11.6 Install sinks, tubs and connections.
 - A.1.11.7 Maintain existing plumbing systems.
 - A.1.11.8 Follow blueprints if required.
 - A.1.11.9 Trace troubles in current plumbing systems, open clogged drains and pipes, thaw frozen pipes, and replace worn parts.
 - A.1.11.10 Connect water and drainage systems to fixtures.
- A.1.12 CONTRACTOR's employees will be required to be properly identified by plumbing attire preferably with name of company on the uniforms which must be worn at all times.
- A.1.13 CONTRACTOR's employees are required to pass a County background clearance check in order to work within both restricted and high security areas.
 - A.1.13.1 The Monterey County Sheriff's Office ("MCSO" or "Sheriff") will perform the clearance check at the County's cost.
- A.1.14 CONTRACTOR's workmanship must meet all applicable building and sanitation codes, and the best standard practices of the trade.
- A.1.15 CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.
 - A.1.15.1 CONTRACTOR shall ensure that work areas are appropriately contained and kept in an orderly condition.
 - A.1.15.2 Contractor shall ensure conformance with applicable Cal-OSHA codes while working in occupied or unoccupied facilities.
- A.1.16 Any damage caused by CONTRACTOR must be repaired by CONTRACTOR in an appropriate and timely manner at CONTRACTOR's expense.
- A.1.17 CONTRACTOR is expected to work hours that may vary due to the location of the work assignment. Specified work time(s) may be required.
- A.1.18 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, Contractors State License Board and CAL/OSHA regulations, as applicable.

- A.1.19 CONTRACTOR is to ensure that the insurance and required licenses and permits as applicable under both state and local jurisdictions are current during the full term of the AGREEMENT.
- A.1.20 CONTRACTOR offers the County a general expectation of the following response times:
- A.1.20.1 2-hour technician response time during standard business hours (7:00AM through 4:00PM, Monday through Friday, except holidays)
- A.1.20.2 4-hour response time for non-standard business hours, when service calls are placed via dispatch.
- A.1.20.3 Dispatch Contact: 800-598-2226, ncdispatch@accoservice.com
- A.1.21 CONTRACTOR shall provide a ninety-day (90-day) warranty for repairs and service work.

B. PAYMENT PROVISIONS

B.1. COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$150,000 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:

- B.1.1. All recommended repairs identified by CONTRACTOR and/or County during regular maintenance service or scheduled job walk are to be firm price in lieu of Time and Materials (T&M).
- B.1.2. Large projects may be quoted at a lump-sum price. T&M charges shall be based on the following rates:

Table B.1 – Labor Rates				
Labor Rate⁺	7/1/22 to 6/30/23	7/1/23 to 6/30/24	7/1/24 to 6/30/25	7/1/25 to 6/30/26
HVAC/Plumbing Service Technician (Standard Time)*	197.00/hr	206.00/hr	215.00/hr	224.00/hr
HVAC/Plumbing Service Technician (Overtime)**	265.95/hr	278.10/hr	290.25/hr	302.40/hr
HVAC/Plumbing Service Technician (Premium Time)***	334.90/hr	350.20/hr	365.50/hr	380.80/hr
T&M Service Call Charges				
Technical Truck Charge	75.00/Visit	75.00/Visit	75.00/Visit	75.00/Visit

* Standard Business Hours are 7:00AM to 4:00PM, M-F, except holidays

** Overtime labor rates apply for non-standard business hours, except for Holidays and Sundays

*** Premium Time labor rates apply for Sunday and holidays

⁺ All service calls have a minimum: one (1) truck charge fee, one (1) hour portal-to-portal travel to job site, minimum one (1) hour charge once on job site.

B.1.3. County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

B.1.4. 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.

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.

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.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
09/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER B: American Fire & Casualty Co</td> <td>24066</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Ins Co	23035	INSURER B: American Fire & Casualty Co	24066	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors 888 East Walnut Street Pasadena CA 91101 USA															

COVERAGES **CERTIFICATE NUMBER:** 570095758602 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y		TB2661067353031	10/01/2021	10/01/2022	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Deductible \$150,000	Y		AS2-661-067353-021	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			EUA2263708502	10/01/2021	10/01/2022	EACH OCCURRENCE	\$9,000,000
							AGGREGATE	\$9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 [RE: RFP No. 10870, County of Monterey Contracts & Purchasing Division, 1488 Schilling Place, Salinas, CA 93901.]
 [AI: County of Monterey Contracts & Purchasing Division] is included as Additional Insured with respect to the General Liability and Automobile Liability Policies; and General Liability and Automobile Liability Policies evidenced herein are Primary and Non-Contributory to other insurance available as required by written contract but limited to the operations of the insured under the said contract.

CERTIFICATE HOLDER
CANCELLATION

County of Monterey Contracts & Purchasing Division Attn: John Svively 1488 Schilling Place Salinas CA 93901 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



POLICY NUMBER: TB2-661-067353-031**COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

POLICY NUMBER: AS2-661-067353-021

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: TB2-661-067353-031

**COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and

- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Policy #: AS2-661-067353-021

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

ATTACHMENT E
SUMMARY OF STANDARD AGREEMENTS
ANNUAL EXPENDITURES AND BALANCE

ACCO Engineered Systems, Inc., dba Geo H. Wilson Mechanical Contractors
(Multi-Year Agreement #3200*6835)

Fiscal Year (FY) (July 1 – June 30)	SA Beginning Balance	SA Additions	SA Expenditures	SA Ending Balance
FY 2022 - 2023 (SA Start Date: 10/25/22)	\$150,000	\$0	\$0	\$150,000
FY 2023 – 2024	\$150,000	\$0	\$0	\$150,000
FY 2024 – 2025	\$150,000	\$15,000	\$151,862	\$13,138
FY 2025 – 2026	\$13,138	\$100,000 (Pending BOS Approval)	\$0 (through 10/3/25)	\$13,138 (through 10/3/25)
FY 2024 – 2025	TBD	TBD	TBD	TBD
Total	N/A	\$100,000 (Pending BOS Approval)	\$151,862 (through 10/3/25)	N/A

Note: Amounts have been rounded to the nearest dollar.

**AMENDMENT NO. 2
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors**

THIS AMENDMENT NO. 2 to Agreement No. A-16099 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”), and ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors, (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 22, 2022, the Board of Supervisors approved Agreement No. A-16099 which CONTRACTOR entered into with County on November 30, 2022 (hereinafter, “Agreement”) to provide on-call plumbing repair and maintenance services for County facilities, awarded under RFP #10870 (hereinafter “services”) with an initial term from October 25, 2022 to October 24, 2025 for an amount not to exceed \$150,000;

WHEREAS, Agreement was amended by the Parties on April 29, 2025 (hereinafter, “Amendment No. 1”) to extend the term to October 24, 2027, update rates and provisions, and increase the not to exceed amount by \$15,000 for a new total not to exceed amount of \$165,000 to allow CONTRACTOR to continue to provide services;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County;

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 \$265,000, to allow CONTRACTOR to continue to provide services required under the Agreement;

WHEREAS, the Parties wish to amend the Agreement to increase the not to exceed amount by \$100,000 for a total not to exceed amount of \$265,000 to allow CONTRACTOR to continue to provide services identified in the Agreement.

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 \$265,000.

2. Except as provided herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
3. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 2 to Agreement No. A-16099
ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors
On-call plumbing repair and maintenance services (RFP #10870)
Public Works, Facilities and Parks
Term: October 25, 2022 – October 24, 2027

4. 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: _____
Name: _____
Chief Contracts & Procurement Officer
Date: _____

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

Signed by: _____
By: _____
Mary Grace Perry
Deputy County Counsel
Date: 10/14/2025 | 9:57 AM PDT

Approved as to Fiscal Provisions

DocuSigned by: _____
By: _____
Name: _____
Title: Auditor/Controller
Date: 10/15/2025 | 7:46 AM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Susan K. Blitch, County Counsel

DocuSigned by: _____
By: _____
David Bolton
Risk Manager
Date: 10/14/2025 | 10:37 AM PDT

*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.

CONTRACTOR*

ACCO Engineered Systems, Inc.,
dba Geo H. Wilson Mechanical Contractors

Contractor's Business Name
DocuSigned by: _____
By: _____
Gregg Holbrook,
Senior Vice President
Date: 10/8/2025 | 9:20 AM PDT

Signed by: _____
By: _____
Hugh Palmer, Assistant Secretary
Date: 10/10/2025 | 2:56 PM PDT

EXHIBIT A-1

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND
ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors,
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 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than Fifty Percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

A.1.2 Limitations on Scope of Work to Non-Works of Public Improvement. This Scope of Work is limited to regular, reoccurring repair and maintenance work which falls under the category of routine repair and maintenance as set forth below.

A.1.2.1 Per California Code of Regulations section 16000, which implements California Labor Code sections 1720 and 1771 related to the payment of prevailing wages upon public works, maintenance includes:

A.1.3 Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

A.1.4 Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it

was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures.

A.1.4.1 Any work determined by the County to be a Work of Public Improvement, requiring informal or formal bidding procedures shall not be performed under this AGREEMENT.

A.1.5 CONTRACTOR shall hold a valid California State Contractors License in the appropriate category or categories of plumbing and/or engineering.

A.1.6 CONTRACTOR shall ensure that assigned workers are qualified, at an appropriate level of trade experience commensurate to assigned jobs, and have knowledge of proper methods, related tools, and materials.

A.1.7 CONTRACTOR shall conduct assessments of necessary repairs, including alternatives, e.g., repair or replacement.

A.1.8 CONTRACTOR shall prepare a work plan for requested job, subject to approval of the County Building Maintenance Supervisor or designee.

A.1.9 CONTRACTOR shall coordinate scheduling of work with assigned County personnel.

A.1.10 CONTRACTOR shall adhere to all appropriate safety precautions and requirements needed to do the assigned job.

A.1.11 CONTRACTOR shall perform repair and maintenance work, generally described as follows:

A.1.11.1 Repair or replace pipes, fittings, couplers, valves, fixtures, and other components related to transfer and control of water, gas, waste, or air.

A.1.11.2 Diagnosis, repair or mitigation of flow issues such as blockage, restriction, excessive pressure, collapsed drains.

A.1.11.3 Pressure testing controlled systems to determine presence of leakage and to ensure that appropriate levels are maintained.

A.1.11.4 Assemble, install and repair pipes, fittings and fixtures of water, gas and waste disposal systems according to specifications and plumbing codes.

- A.1.11.5 Work with piping systems that transport liquid, gas or semisolid material.
- A.1.11.6 Install sinks, tubs and connections.
- A.1.11.7 Maintain existing plumbing systems.
- A.1.11.8 Follow blueprints if required.
- A.1.11.9 Trace troubles in current plumbing systems, open clogged drains and pipes, thaw frozen pipes, and replace worn parts.
- A.1.11.10 Connect water and drainage systems to fixtures.
- A.1.12 CONTRACTOR's employees will be required to be properly identified by plumbing attire preferably with name of company on the uniforms which must be worn at all times.
- A.1.13 CONTRACTOR's employees are required to pass a County background clearance check in order to work within both restricted and high security areas.
 - A.1.13.1 The Monterey County Sheriff's Office ("MCSO" or "Sheriff") will perform the clearance check at the County's cost.
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 - A.1.20.3 Dispatch Contact: 800-598-2226, ncdispatch@accoservice.com
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B. PAYMENT PROVISIONS

B.1. COMPENSATION/ PAYMENT

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- B.1.2. Large projects may be quoted at a lump-sum price. T&M charges shall be based on the following rates:

Table B.1 – Labor Rates						
Labor Rate⁺	10/25/22 to 6/30/23	7/1/23 to 6/30/24	7/1/24 to 6/30/25	7/1/25 to 6/30/26	7/1/26 to 6/30/27	7/1/27 to 10/24/27
HVAC/Plumbing Service Technician (Standard Time)*	\$197.00/ hr	\$206.00/ hr	\$215.00/ hr	\$224.00/ hr	\$233.00/ hr	\$242.00/ hr
HVAC/Plumbing Service Technician (Overtime)**	\$265.95/ hr	\$278.10/ hr	\$290.25/ hr	\$302.40/ hr	\$314.55/ hr	\$326.70/ hr
HVAC/Plumbing Service Technician (Premium Time)***	\$334.90/ hr	\$350.20/ hr	\$365.50/ hr	\$380.80/ hr	\$396.10/ hr	\$411.40/ hr
T&M Service Call Charges						
Technician Truck Charge	\$75.00/ Visit	\$75.00/ Visit	\$75.00/ Visit	\$75.00/ Visit	\$85.00/ Visit	\$85.00/ Visit

* Standard Business Hours are 7:00AM to 4:00PM, M-F, except holidays

** Overtime labor rates apply for non-standard business hours, except for Holidays and Sundays

*** Premium Time labor rates apply for Sunday and holidays

⁺ All service calls have a minimum: one (1) truck charge fee, one (1) hour portal-to-portal travel to job site, minimum one (1) hour charge once on job site

B.1.3. County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy”. A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

B.1.4. 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.

B.2 CONTRACTORS BILLING PROCEDURES

CONTRACTOR SHALL verify project invoices to ensure proper accounting of project charges.

Invoices under this Agreement shall be submitted 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 PWFP-Finance-AP@countyofmonterey.gov.

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: PWFP-Finance-AP@countyofmonterey.gov**.

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.

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.

**AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VAL'S PLUMBING & HEATING, INC.**

THIS AMENDMENT NO. 1 to Agreement No. A-16101 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and Val's Plumbing & Heating, 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 22, 2022, the Board of Supervisors approved Agreement No. A-16101 which CONTRACTOR entered into with County on December 5, 2022 (hereinafter, "Agreement") to provide on-call plumbing repair and maintenance services for County facilities, awarded under RFP #10870 (hereinafter "services") with an initial term from October 25, 2022 to October 24, 2025 for an amount not to exceed \$150,000;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County;

WHEREAS, it is necessary to increase the Agreement's not to exceed amount by \$150,000, resulting in a total not to exceed amount of \$300,000, to allow CONTRACTOR to continue to provide services required under the Agreement;

WHEREAS, it is necessary to update rates to allow CONTRACTOR to continue to provide the services required by the County;

WHEREAS, it is necessary to update provisions to the Agreement to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to October 24, 2027, increase the not to exceed amount by \$150,000 for a total not to exceed amount of \$300,000, update rates and update provisions to the Agreement to allow CONTRACTOR to continue to provide services identified in the Agreement.

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 \$300,000.

2. Amend the first sentence of Section 3, "Term of Agreement," to read as follows:

The term of this Agreement is from October 25, 2022 to October 24, 2027, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 6.0, "Payment Conditions," to add the following and hereby incorporate the new language into the Agreement:

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

4. Amend Section 9.02, "Qualifying Insurers," to read as follows and hereby incorporate the new language into the Agreement:

Qualifying Insurers:

All coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

5. Amend Section 9.03, "Insurance Coverage Requirements," to read as follows and hereby incorporate the new language into the Agreement:

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, and \$2,000,000 in the aggregate.

(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.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or 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: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

6. Amend Section 9.04, “Other Insurance Requirements,” to read as follows and hereby incorporate the new language into the Agreement:

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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR’S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including

Amendment No. 1 to Agreement No. A-16101

Val’s Plumbing & Heating, Inc.

On-call Plumbing Repair and Maintenance Services (RFP #10870)

Public Works, Facilities and Parks

Term: October 25, 2022 – October 24, 2027

Not to Exceed: \$300,000

materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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.

7. Amend Section 10, "Records and Confidentiality," to add the following and hereby incorporate the new language into the Agreement:

10.06 Format of Deliverables:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against

Amendment No. 1 to Agreement No. A-16101
Val's Plumbing & Heating, Inc.

On-call Plumbing Repair and Maintenance Services (RFP #10870)
Public Works, Facilities and Parks

Term: October 25, 2022 – October 24, 2027

Not to Exceed: \$300,000

any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

8. In all places within the Agreement, any references to “Exhibit A” are hereby replaced with “Exhibit A-1 – Scope of Services and Payment Provisions,” effective upon final execution of this Amendment No. 1 which is the last date opposite the respective signatures below.
9. Except as provided herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
10. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
11. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

///

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
 Name: _____
 Chief Contracts & Procurement Officer
 Date: _____

Approved as to Form

Office of the County Counsel

Susan K. Blitch, County Counsel

Signed by:
 By: Mary Grace Perry
 70A10B9BA72D498...
 Mary Grace Perry
 Deputy County Counsel
 Date: 10/8/2025 | 4:55 PM PDT

Val's Plumbing & Heating, Inc.
 Contractor's Business Name
 DocuSigned by:
 By: Claude Bastianelli
 AF3AB43C32CD4C2...
 Claude Bastianelli, President

Date: 10/6/2025 | 7:28 AM PDT

DocuSigned by:
 By: Dale Self
 AC6604672550445...
 Dale Self, Secretary

Date: 10/6/2025 | 7:56 AM PDT

Approved as to Fiscal Provisions

DocuSigned by:
 By: Patricia Ruiz
 E79EF64E57454F6...
 Name: _____
 Title: Auditor/Controller
 Date: 10/9/2025 | 11:49 AM PDT

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel-Risk Management

Susan K. Blitch, County Counsel

DocuSigned by:
 By: David Bolton
 3E7ACEF11DD0446...
 David Bolton
 Title: Risk Manager
 Date: 10/8/2025 | 4:31 PM PDT

*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.

Amendment No. 1 to Agreement No. A-16101
 Val's Plumbing & Heating, Inc.
 On-call Plumbing Repair and Maintenance Services (RFP #10870)
 Public Works, Facilities and Parks
 Term: October 25, 2022 – October 24, 2027
 Not to Exceed: \$300,000

EXHIBIT A-1

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND**

Val’s Plumbing & Heating, 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 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than Fifty Percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

A.1.2 Limitations on Scope of Work to Non-Works of Public Improvement. This Scope of Work is limited to regular, reoccurring repair and maintenance work which falls under the category of routine repair and maintenance as set forth below.

A.1.2.1 Per California Code of Regulations section 16000, which implements California Labor Code sections 1720 and 1771 related to the payment of prevailing wages upon public works, maintenance includes:

A.1.3 Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

A.1.4 Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures.

- A.1.4.1 Any work determined by the County to be a Work of Public Improvement, requiring informal or formal bidding procedures shall not be performed under this AGREEMENT.
- A.1.5 CONTRACTOR shall hold a valid California State Contractors License in the appropriate category or categories of plumbing and/or engineering.
- A.1.6 CONTRACTOR shall ensure that assigned workers are qualified, at an appropriate level of trade experience commensurate to assigned jobs, and have knowledge of proper methods, related tools, and materials.
- A.1.7 CONTRACTOR shall conduct assessments of necessary repairs, including alternatives, e.g., repair or replacement.
- A.1.8 CONTRACTOR shall prepare a work plan for requested job, subject to approval of the County Building Maintenance Supervisor or designee.
- A.1.9 CONTRACTOR shall coordinate scheduling of work with assigned County personnel.
- A.1.10 CONTRACTOR shall adhere to all appropriate safety precautions and requirements needed to do the assigned job.
- A.1.11 CONTRACTOR shall perform repair and maintenance work, generally described as follows:
 - A.1.11.1 Repair or replace pipes, fittings, couplers, valves, fixtures, and other components related to transfer and control of water, gas, waste, or air.
 - A.1.11.2 Diagnosis, repair or mitigation of flow issues such as blockage, restriction, excessive pressure, collapsed drains.
 - A.1.11.3 Pressure testing controlled systems to determine presence of leakage and to ensure that appropriate levels are maintained.
 - A.1.11.4 Assemble, install and repair pipes, fittings and fixtures of water, gas and waste disposal systems according to specifications and plumbing codes.
 - A.1.11.5 Work with piping systems that transport liquid, gas or semisolid material.
 - A.1.11.6 Install sinks, tubs and connections.
 - A.1.11.7 Maintain existing plumbing systems.
 - A.1.11.8 Follow blueprints if required.

- A.1.11.9 Trace troubles in current plumbing systems, open clogged drains and pipes, thaw frozen pipes, and replace worn parts.
 - A.1.11.10 Connect water and drainage systems to fixtures.
- A.1.12 CONTRACTOR's employees will be required to be properly identified by plumbing attire preferably with name of company on the uniforms which must be worn at all times.
- A.1.13 CONTRACTOR's employees are required to pass a County background clearance check in order to work within both restricted and high security areas.
 - A.1.13.1 The Monterey County Sheriff's Office ("MCSO" or "Sheriff") will perform the clearance check at the County's cost.
- A.1.14 CONTRACTOR's workmanship must meet all applicable building and sanitation codes, and the best standard practices of the trade.
- A.1.15 CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.
 - A.1.15.1 CONTRACTOR shall ensure that work areas are appropriately contained and kept in an orderly condition.
 - A.1.15.2 Contractor shall ensure conformance with applicable Cal-OSHA codes while working in occupied or unoccupied facilities.
- A.1.16 Any damage caused by CONTRACTOR must be repaired by CONTRACTOR in an appropriate and timely manner at CONTRACTOR's expense.
- A.1.17 CONTRACTOR is expected to work hours that may vary due to the location of the work assignment. Specified work time(s) may be required.
- A.1.18 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, Contractors State License Board and CAL/OSHA regulations, as applicable.
- A.1.19 CONTRACTOR is to ensure that the insurance and required licenses and permits as applicable under both state and local jurisdictions are current during the full term of the AGREEMENT.
- A.1.20 CONTRACTOR provides a one (1) year warranty for parts and labor.

- A.1.21 Scope of Services does not include work on fire protection systems which requires a C16 California Fire Protection contractor license, or hazardous abatement.

B. PAYMENT PROVISIONS

B.1. COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$300,000 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:

Table B.1 – Labor Rates						
Labor Rate	7/1/22 to 6/30/23	7/1/23 to 6/30/24	7/1/24 to 6/30/25	7/1/25 to 6/30/26	7/1/26 to 6/30/27	7/1/27 to 6/30/28
Supervisor – Regular	\$170.00/hr	\$175.00/hr	\$179.00/hr	\$184.00/hr	\$209.00/hr	\$214.00/hr
Supervisor – Time in Half	\$255.00/hr	\$262.50/hr	\$268.50/hr	\$276.00/hr	\$313.00/hr	\$321.00/hr
Supervisor – Double Time	\$340.00/hr	\$350.00/hr	\$314.00/hr	\$368.00/hr	\$418.00/hr	\$428.00/hr
Journeyman – Regular	\$163.00/hr	\$168.00/hr	\$173.00/hr	\$178.00/hr	\$198.00/hr	\$203.00/hr
Journeyman – Time in Half	\$244.50/hr	\$252.00/hr	\$259.50/hr	\$267.00/hr	\$297.00/hr	\$304.00/hr
Journeyman – Double Time	\$326.00/hr	\$336.00/hr	\$304.00/hr	\$356.00/hr	\$396.00/hr	\$406.00/hr
Apprentice – Regular	\$134.00/hr	\$139.00/hr	\$144.00/hr	\$148.00/hr	\$168.00/hr	\$173.00/hr
Apprentice – Time in Half	\$201.00/hr	\$208.50/hr	\$216.00/hr	\$222.00/hr	\$252.00/hr	\$259.00/hr
Apprentice – Double Time	\$268.00/hr	\$278.00/hr	\$288.00/hr	\$296.00/hr	\$336.00/hr	\$346.00/hr
Subcontractor Markup	10%	10%	10%	10%	10%	10%

Pricing for parts and other non-hourly costs to be quoted at time of service request.

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.

CONTRACTOR SHALL verify project invoices to ensure proper accounting of project charges.

Invoices under this Agreement shall be submitted 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 PWFP-Finance-AP@countyofmonterey.gov.

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: PWFP-Finance-AP@countyofmonterey.gov**.

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.

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.