

**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
Not to Exceed: \$265,000

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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.