

**COUNTYWIDE SERVICE AGREEMENT BETWEEN
COUNTY OF MONTEREY
AND
ACCO Engineered Systems dba Geo. H. Wilson.
RFP 10913- COUNTYWIDE PLUMBING SERVICES**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”, and ACCO Engineered Systems dba Geo. H. Wilson, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP 10913) to provide Countywide Plumbing Services for the County of Monterey, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR’s proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10913 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10913. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT

RFP # 10913 dated, 8/24/2023, including all attachments and exhibits, and Addenda 1, CONTRACTOR’s Proposal dated 9/14/2023.

1.2 These documents are on file with the Contracts/Purchasing Division.

1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, RFP # 10913, CONTRACTOR’s Proposal, including all attachments and exhibits, and Addenda 1.

- 1.4 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.
- 1.5 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.
- 1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.6 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.

2.0 SCOPE OF SERVICE

- 2.1 The SCOPE OF WORK includes, but is not limited to the following:
- 2.2 CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 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.
- 2.3 In Compliance with the County's approved Climate-Friendly Purchasing Policy (policy is located online at <http://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies>). Contractor shall be required to provide:
- 2.3.1 All work shall be done on a work order basis as requested by the ordering department.
- 2.3.1.1 Electronic equipment which is Energy Star rated or meets similar energy efficiency standards;
- 2.3.1.2 CONTRACTOR Computer equipment which meets EPEAT "bronze" certification level or higher or meets similar energy efficiency standards;
- 2.3.1.3 Products which meet GreenSeal or EcoLogo environmental standards or a similar widely known authority on at least 50% of all delivered goods;
- 2.3.1.4 Packaging and shipping materials made from recycled materials, be recyclable, and be Styrofoam-free;
- 2.3.1.5 Product distribution via alternative fuel vehicles.
- 2.4 All plumbers are required to have knowledge of Plumbing techniques, related tools, and materials, with a minimum of two years' experience.

- 2.5 The Scope of Work includes but is not limited to the following:
- 2.5.1 prepare surfaces and apply coatings to both interior and exterior surfaces,
- 2.6 CONTRACTOR will adhere to appropriate safety precautions and requirements needed to do the assigned job.
- 2.6.1 Assemble, install and repair pipes, fittings and fixtures of water, gas and waste disposal systems according to specifications and plumbing codes.
 - 2.6.2 Work with piping system that transport liquid, gas or semisolid material.
 - 2.6.3 Install sinks, tubs and connections.
 - 2.6.4 Maintain existing plumbing systems.
 - 2.6.5 Follow blueprints if required.
 - 2.6.6 Trace troubles in current plumbing systems, open clogged drains and pipes, thaw frozen pipes, and replace worn parts.
 - 2.6.7 Extend piping systems to connect new fixtures to water and drainage systems.
- 2.7 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.
- 2.7.1 The County will not supply uniforms.
- 2.8 CONTRACTOR's employees must pass a County background clearance check in order to work within both restricted and high security areas.
- 2.8.1 The Monterey County Sheriff's Office (MCSO) will perform the clearance check at the County's cost.
- 2.9 CONTRACTOR's workmanship must meet the best standard practices of the trade.
- 2.10 CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance or endanger County employees and/or the public.
- 2.11 Any damage caused by CONTRACTOR must be repaired by CONTRACTOR in an appropriate and timely manner.
- 2.12 CONTRACTOR is expected to work hours that may vary due to the location of the work assignment.
- 2.12.1 Specified work time(s) may be required.
 - 2.12.2 Work performed must be approved by the requesting department/division.
- 2.13 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, State Contractors Board, CAL/OSHA regulations and JACHO (Joint Commission on Accreditation of Healthcare Organizations) regulations, as applicable.
- 2.14 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

3.0 PRICING AND BILLING

- 3.1 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Section 28.0 Pricing**, subject to the limitations set forth in this Agreement.

- 3.1.1 Prices shall remain firm for the term of this Agreement.
- 3.1.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.
- 3.1.3 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.
- 3.2 Prior to the start of each project, the County shall provide CONTRACTOR with a defined scope of services to be provided.
- 3.3 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 3.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 3.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.
- 3.6 Tax:
 - 3.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - 3.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.
- 3.7 Travel/Mileage
 - 3.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.
 - 3.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>
 - 3.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.
 - 3.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

- 3.8 This is one of several agreements entered into pursuant to RFP #10913 and County shall allocate funds as needed.

4.0 TERM OF AGREEMENT

- 4.1 The term of the AGREEMENT(s) will be for a period of three (3) years from **November 1, 2023, to October 31, 2026**, with the option to extend the AGREEMENT for two (2) additional one (1) year periods, for a total not to exceed a maximum five-(5) year Agreement, unless sooner terminated pursuant to the terms of this Agreement.
- 4.1.1 County reserves the option to renew or extend this AGREEMENT.
- 4.1.2 County is not required to state a reason if it elects not to renew.
- 4.2 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 4.3 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.
- 4.4 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department requesting services.
- 5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 Invoicing by CONTRACTOR will clearly itemize the following:
- 5.3.1 The County Department receiving services,
- 5.3.2 The purchase order number under which the invoice is to be charged,
- 5.3.3 The services provided,
- 5.3.4 Dates of services,
- 5.3.5 An itemization of other reimbursable expenses approved by the County in writing, as applicable.

- 5.4 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.5 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

6.0 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.

7.0 INSURANCE REQUIREMENTS

- 7.01 **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.

- 7.02 **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 Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.
- 7.03 **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.

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.

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.

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.

7.04 **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.

8.0 RECORDS AND CONFIDENTIALITY

- 8.1 **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.
- 8.2 **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.
- 8.3 **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.

- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.
- 8.5 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT.

9.0 NON-DISCRIMINATION

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.

10.0 PERFORMANCE STANDARDS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. Neither CONTRACTOR nor CONTRACTOR's employees shall be entitled to any employee benefits from Monterey County. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, 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 amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

- 10.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 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.
- 12.2 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.
- 12.3 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.

13.0 PREVAILING WAGE

Under Labor Code sections 1720 et seq., a contract for Electrician services may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

14.0 BACKGROUND CHECKS

- 14.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Monterey County Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.
- 14.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.
- 14.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).
- 14.1.3 EXCEPTION: personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.
- 14.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

15.0 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

16.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

- 16.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.
- 16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of service or offers for service that do not meet specifications shall be made at the expense of CONTRACTOR.

18.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

19.0 ACCESSIBILITY

CONTRACTOR shall inform himself/herself/itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORs work are made quickly and easily accessible.

20.0 CLEANUP

- 20.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.
- 20.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

21.0 DAMAGES

CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or any employee of the CONTRACTOR while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

22.0 FORCE MAJEURE

- 22.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 22.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 22.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

23.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
County of Monterey
Contracts/Purchasing Dept.
1488 Schilling Place
Salinas, CA 93901
Tel. No.: (831) 755-4990
Fax No.: (831) 755-4969

TO CONTRACTOR:
ACCO Engineered Systems dba Geo. H. Wilson
Tareq Barakzoy, Vice President
250 Harvey West Blvd.
Santa Cruz, CA 95060
Tel. No.: (831) 423- 9522
tbarakzoy@geohwilson.com

24.0 LEGAL DISPUTES

- 24.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 24.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

- 24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 24.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

25.0 HAZARDOUS MATERIALS

HAZARDOUS MATERIALS: Transportation of any hazardous materials to County must be done so in conformance with Superfund Amendments and Reauthorization Act Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to service and acceptance by County. (ONLY IF NEEDED)

26.0 PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT. (ONLY IF NEEDED)

27.0 CONSENT TO USE OF ELECTRONIC SIGNATURES

- 27.1 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).
- 27.2 **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.

27.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission 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 if the manually signed counterpart or counterparts had been delivered to the other party in person.

28.0 PRICING, WARRANTY AND STATEMENT OF SERVICE

PRICING PAGE

ACCO TIME AND MATERIAL (T&M) RATES AND FEE SCHEDULE
July 1st 2023- June 30th 2024

Attachment A defines how T&M rates apply to service calls placed by the client. Any recommended repairs identified by ACCO or the client during a regular maintenance service or scheduled job walk are to be firm price quoted in lieu of T&M.

a. Placing a Service Call:

ACCO will provide 24 / 7 / 365 on-site emergency service at the ACCO Service rates published in this attachment. Although not guaranteed, contract customers can expect a 2-hour technician response time during standard business hours and a 4-hour response time for non-standard business hours, when service calls are placed via dispatch. Dispatch can be reached at:

Northern California Dispatch Phone (800) 598-2226
Northern California Dispatch Email ncdispatch@accoservice.com

b. Current ACCO Contract Service Labor Rates*

HVAC / Plumbing Service Technician Standard Time*	\$206.00 / hr
HVAC / Plumbing Service Technician Overtime**	\$278.10 / hr
HVAC / Plumbing Service Technician Premium Time***	\$350.20 / hr
HVAC Chiller Technician Standard Time*	\$227.00 / hr
HVAC Chiller Technician Overtime**	\$306.45 / hr
HVAC Chiller Technician Premium Time***	\$385.90 / hr

+ Standard Business Hours are 7:00 AM to 4:00 PM M-F, except for Holidays
 ++ Overtime labor rates apply for non-standard business hours, except for Holidays and Sundays
 +++ Premium Time labor rates apply for Sunday & Holidays

* ACCO employs union labor technicians who are subject to receive annual wage increases per their union bylaws in order to keep up with rising living costs in the Bay Area. As a result, contract labor rates may increase proportionally to any union labor increase established by the unions. Any contract labor increase implemented is set to go into effect with the local union increases (July 1 every year). ACCO to notify client of any new T&M wage increase.

c. Charges

The customer agrees to pay ACCO for the following during a T&M service call:

- 1) Any labor, materials, equipment, and subcontractors required to complete the service call
- 2) Any rental, disposal, and cleaning fee required to complete the service call
- 3) Any special tool charge required to complete the service call
- 4) A technician truck charge of \$75.00 per visit, per technician

In addition, ACCO has the following minimum charges for service calls:

- 1) One truck charge fee
- 2) Minimum 1 hour portal-to-portal charge to travel to job site
- 3) Minimum 1 hour charge once on job site

The above list rates and fees apply only to emergency service calls and T&M break/fix repairs as authorized by customer. Larger quoted projects will be subject to lump sum pricing or project specific negotiated rates and fees

ACCO TIME AND MATERIAL (T&M) RATES AND FEE SCHEDULE July 1st 2024 - June 30th 2025

Attachment A defines how T&M rates apply to service calls placed by the client. Any recommended repairs identified by ACCO or the client during a regular maintenance service or scheduled job walk are to be firm price quoted in lieu of T&M.

a. Placing a Service Call:

ACCO will provide 24 / 7 / 365 on-site emergency service at the ACCO Service rates published in this attachment. Although not guaranteed, contract customers can expect a 2-hour technician response time during standard business hours and a 4-hour response time for non-standard business hours, when service calls are placed via dispatch. Dispatch can be reached at:

Northern California Dispatch Phone (800) 598-2226
Northern California Dispatch Email ncdispatch@accoservice.com

b. Current ACCO Contract Service Labor Rates*

HVAC / Plumbing Service Technician Standard Time*	.....	\$215.00 / hr
HVAC / Plumbing Service Technician Overtime**	.....	\$290.25 / hr
HVAC / Plumbing Service Technician Premium Time***	.....	\$365.50 / hr
HVAC Chiller Technician Standard Time*	.....	\$236.00 / hr
HVAC Chiller Technician Overtime**	.....	\$318.60 / hr
HVAC Chiller Technician Premium Time***	.....	\$401.20 / hr

- + Standard Business Hours are 7:00 AM to 4:00 PM M-F, except for Holidays
- ++ Overtime labor rates apply for non-standard business hours, except for Holidays and Sundays
- +++ Premium Time labor rates apply for Sunday & Holidays

* ACCO employs union labor technicians who are subject to receive annual wage increases per their union bylaws in order to keep up with rising living costs in the Bay Area. As a result, contract labor rates may increase proportionally to any union labor increase established by the unions. Any contract labor increase implemented is set to go into effect with the local union increases (July 1 every year). ACCO to notify client of any new T&M wage increase.

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The customer agrees to pay ACCO for the following during a T&M service call:

- 1) Any labor, materials, equipment, and subcontractors required to complete the service call
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- 3) Any special tool charge required to complete the service call
- 4) A technician truck charge of \$75.00 per visit, per technician

In addition, ACCO has the following minimum charges for service calls:

- 1) One truck charge fee
- 2) Minimum 1 hour portal-to-portal charge to travel to job site
- 3) Minimum 1 hour charge once on job site

The above list rates and fees apply only to emergency service calls and T&M break/fix repairs as authorized by customer. Larger quoted projects will be subject to lump sum pricing or project specific negotiated rates and fees

ACCO TIME AND MATERIAL (T&M) RATES AND FEE SCHEDULE

July 1st 2025 - June 30th 2026

Attachment A defines how T&M rates apply to service calls placed by the client. Any recommended repairs identified by ACCO or the client during a regular maintenance service or scheduled job walk are to be firm price quoted in lieu of T&M.

a. Placing a Service Call:

ACCO will provide 24 / 7 / 365 on-site emergency service at the ACCO Service rates published in this attachment. Although not guaranteed, contract customers can expect a 2-hour technician response time during standard business hours and a 4-hour response time for non-standard business hours, when service calls are placed via dispatch. Dispatch can be reached at:

Northern California Dispatch Phone (800) 598-2226
Northern California Dispatch Email ncdispatch@accoservice.com

b. Current ACCO Contract Service Labor Rates*

HVAC / Plumbing Service Technician Standard Time*	.....	\$224.00 / hr
HVAC / Plumbing Service Technician Overtime**	.....	\$302.40 / hr
HVAC / Plumbing Service Technician Premium Time***	.....	\$380.80 / hr
HVAC Chiller Technician Standard Time*	.....	\$245.00 / hr
HVAC Chiller Technician Overtime**	.....	\$330.75 / hr
HVAC Chiller Technician Premium Time***	.....	\$416.50 / hr

- + Standard Business Hours are 7:00 AM to 4:00 PM M-F, except for Holidays
- ++ Overtime labor rates apply for non-standard business hours, except for Holidays and Sundays
- +++ Premium Time labor rates apply for Sunday & Holidays

* ACCO employs union labor technicians who are subject to receive annual wage increases per their union bylaws in order to keep up with rising living costs in the Bay Area. As a result, contract labor rates may increase proportionally to any union labor increase established by the unions. Any contract labor increase implemented is set to go into effect with the local union increases (July 1 every year). ACCO to notify client of any new T&M wage increase.

c. Charges

The customer agrees to pay ACCO for the following during a T&M service call:

- 1) Any labor, materials, equipment, and subcontractors required to complete the service call
- 2) Any rental, disposal, and cleaning fee required to complete the service call
- 3) Any special tool charge required to complete the service call
- 4) A technician truck charge of \$75.00 per visit, per technician

In addition, ACCO has the following minimum charges for service calls:

- 1) One truck charge fee
- 2) Minimum 1 hour portal-to-portal charge to travel to job site
- 3) Minimum 1 hour charge once on job site

The above list rates and fees apply only to emergency service calls and T&M break/fix repairs as authorized by customer. Larger quoted projects will be subject to lump sum pricing or project specific negotiated rates and fees

WARRANTY

Geo. H. Wilson will honor one (1) year warranty on construction projects and 90-day warranty for repairs and service work.

STATEMENT OF SERVICE

Geo. H. Wilson can service any location within Monterey County. Travel fees of \$60-100 per day may apply depending on location and labor classification dispatched to address work.

-- End of Section 28 Pricing, Warranty & Statement of Service --

29.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

By: _____

Board of Supervisors (if applicable)

Date: _____

Approved as to Form

Office of the County Counsel

By: *Michael Whilden, Deputy County Counsel*

DocuSigned by: Michael Whilden, Deputy County Counsel

By: *Mary Grace Perry*

DocuSigned by: Mary Grace Perry

Deputy County Counsel

Date: 10/23/2023 | 3:33 PM PDT

Approved as to Fiscal Provisions

By: *Patricia Ruiz*

DocuSigned by: Patricia Ruiz

Date: 10/24/2023 | 7:45 AM PDT

Approved as to Liability Provisions

Office of the County Counsel-Risk Management

By: *David Bolton, Risk Manager*

DocuSigned by: David Bolton, Risk Manager

Date: 10/23/2023 | 3:51 PM PDT

ACCO Engineered Systems dba Geo. H. Wilson

By: *Tareq Barakzoy, Vice President*

DocuSigned by: Tareq Barakzoy, Vice President

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

Tareq Barakzoy, Vice President
Name and Title

Date: 10/23/2023 | 1:31 PM PDT

By: *Hugh Palmer*

DocuSigned by: Hugh Palmer

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

Hugh Palmer
Name and Title Assistant Secretary

Date: 10/23/2023 | 1:15 PM PDT

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*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 section 7