



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

Emmanuel H. Santos, Deputy



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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.

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.

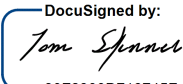
[SIGNATURES ON FOLLOWING PAGE]

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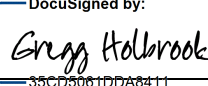
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: 

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

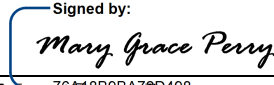
ACCO Engineered Systems, Inc.,
 dba Geo H. Wilson Mechanical Contractors
 Contractor's Business Name
 By: 

 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: 

 Name: Jennifer Forsyth
 Title: 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
 Title: 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:

- 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.