

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN CALIFORNIA UNITED MECHANICAL, INC. DBA UNITED MECHANICAL,
INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
CHILLER PREVENTATIVE MAINTENANCE**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on April 15, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and California United Mechanical, Inc. dba United Mechanical, Inc. ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for Chiller Preventative Maintenance with a term April 15, 2021 through April 14, 2024 and a total Agreement amount not to exceed \$75,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 to extend the term for an additional two (2) year period through April 14, 2026 for a revised full agreement term of April 15, 2021 through April 14, 2026 to allow for services to continue, and to increase the payable amount by \$30,000 for a total Agreement amount not-to-exceed of \$105,000; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for an additional two (2) year period (April 15, 2026 through April 14, 2028) for a revised full Agreement term of April 15, 2021 through April 14, 2028, to allow for services to continue with additions to the original scope of work attached hereto as, "Exhibit A-2 per Amendment No. 2" and an increase of \$300,000 to the payable amount, for a total Agreement amount not-to-exceed of \$405,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement, and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. The second sentence of paragraph titled, "GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED" shall be amended to the following:
"The services are generally described as follows: hospital-wide chiller and HVAC preventive maintenance and repair."
2. The second sentence of paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$405,000."
3. Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from April 15, 2021 through April 14, 2028 unless sooner terminated pursuant to the terms of this Agreement."
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set

forth in the Agreement, and in Amendment No. 1.

5. A copy of this Amendment No. 2 shall be attached to the Agreement.
6. This Amendment No. 2 shall be effective when signed by the Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

California United Mechanical Inc. dba United
Mechanical Inc

CONTRACTOR's Business Name

See instructions below

Signed by: _____
By: Frank Nacimiento
28102378FA7D425
(Signature of: Chair, President, or Vice-President)

Senior Vice President

Name and Title
Signed by: _____
Date: Frank Nacimiento
28102378FA7D425

Signed by: _____
By: Brian Sosine
28102378FA7D425
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Brian Sosine, Senior Vice
President

Name and Title
Signed by: _____
Date: Brian Sosine
28102378FA7D425

*****Instructions*****

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

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 (one signature required).

Exhibit A-2 per Amendment No. 2

Preventive Maintenance and Repair Rates Sheet (Hospital Wide Chiller Units and HVAC Work)

Chiller Preventative Maintenance

Central Plant Chiller Annual Preventive Maintenance Services

Our mission is to ensure the safety, energy efficiency, reliability, and asset value of your mechanical systems. As a Preventive Maintenance Agreement client, you receive preferred pricing and priority access to one of the most skilled and experienced service organizations in Northern California. Our integrated HVAC and Plumbing offerings provide you with a single resource for the complete mechanical and control systems of your facility.

We provide the following to deliver on our promise of unmatched service excellence:

- Rapid response emergency service 24/7/365, with your preference of electronic or phone-in service requests.
- State-of-the-art diagnostic and service tools. We invest heavily to make sure our technicians have access to the best tools and training resources in the industry.
- Advanced dispatching and mobile technology systems. Our office team and service fleet can share and access the same critical information in real time, resulting in unmatched speed of response, quality, and cost savings.
- In-house engineering services and project management teams for larger scale projects. Our specialized service, repair, and retrofit/modernization expertise includes the following:

- > Centrifugal, screw, rotary, and reciprocating chillers. We are one of the only firms in the state which possess in-house expertise across all major chiller manufacturers.
- > DDC controls.
- > Customized VFD, power distribution, and control panel upgrades.
- > Energy analysis and optimization.
- > Water and steam boiler service and installation, both HVAC and plumbing applications.
- > Humidification and dehumidification systems.
- > Kitchen ventilation refrigeration systems.
- > Mission critical data/computer room cooling systems.
- > Plumbing system service and repair, including process compressors and chillers, vacuum pumps, and backflow preventer certification.
- > Magnetic bearing compressors.
- > Packaged, split, VRF, and built-up DX systems.
- > Cooling towers, fluid coolers, and evaporative condensers.
- > Water source heat pumps.
- > Variable speed drives.
- > Axial and centrifugal fans.
- > Hydronic recirculation and domestic booster pumping systems.

UMI Rep: **Jason Fletcher** Submittal Date: _____

Customer: _____ Job Site: _____

Company:	Natividad
Contact:	
Billing Address:	1441 Constitution Blvd Salinas, Ca 93912
Email:	signorelliw@natividad.com
Cell Phone:	1-831-755-4220

Company:	Natividad
Contact:	
Job Site Address:	1441 Constitution Blvd Salinas, Ca 93912
Email:	signorelliw@natividad.com
Cell Phone:	1-831-755-4220

Scope

Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

United Mechanical, Inc. (UMI) shall perform preventive maintenance service tasking as described in this agreement.

We shall report to the person(s) or office designated by Customer during all scheduled service visits.

We shall provide written reports of all findings or adjustments made during maintenance visits. Any recommended work outside of the scope of this agreement shall be submitted for Customer approval.

Agreement Pricing:

Total Annual inspection one time a year Price Including Condenser Tube Brushing:.....\$ 9,437.00
 Total Quarterly inspection three times a year Price:.....\$ 5,198.00
 Total EDDY Current for Condenser and Evaporator every 3 to 5 years Price:.....\$ 7,583.00

HIGH PRESSURE ANNUAL INSPECTION TASKING

- Check in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with customer for operational problems, trends and compare to design conditions.
- Provide an electronic report of completed work, written operating log, and indicate any deficiencies detected.

General Assembly

- Check and record refrigerant level if applicable.
- Inspect for leaks and report leak results.
- Check vanes for free and smooth operation.
- Check mechanical linkages for wear.
- Check condition of insulation.
- Brush clean condenser tubes and replace gasket if needed.

Controls and Safeties

- Verify all settings in the control panel.
- Inspect the control panel for cleanliness.
- Inspect wiring and connections for tightness and signs for overheating and discoloration.
- Verify the operation of the vane control system.
- Verify the working condition of all indicator / alarm lights and LED / LCD displays.
- Verify the operation of the oil sump temperature control device.
- Verify the high condenser pressure safety device. Calibrate if applicable and record setting.
- Verify the low evaporator temperature safety device. Calibrate if applicable and record setting.
- Verify the low oil pressure safety device. Calibrate if applicable and record setting.
- Verify the high motor temperature safety device. Calibrate if applicable and record.
- Verify the operation of chilled water pump and condenser water pump flow switches and/ or starter auxiliary Contacts if applicable.

Lubrication System

- Pull oil sample for spectroscopic analysis. Make recommendations to the customer based on the results of the test.
- Measure and record the oil pump voltage and amperage.
- Verify the operation of the oil heater. Measure amps and compare readings with the watt rating of the heater.
- Change the oil filter and oil return filters.
- Verify the oil level.

Motor and Starter

- Clean the starter and cabinet.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check condition of the contacts for wear and pitting.
- Check contactors for free and smooth operation.
- Check the mechanical linkages for wear, security, and clearances.
- Check tightness of the motor terminal connections
- Meg the motor and record reading.
- Verify the operation of the electrical interlocks.

HIGH PRESSURE QUARTERLY INSPECTION

- Check in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with customer for operational problems, trends and compare to design conditions.
- Check the general operation of the unit.
- Log the operating temperatures, pressures, voltages, and amperages.
- Check the operation of the control circuit
- Check the operation of the lubrication system.
- Check the operation of the motor and starter.
- Analyze the recorded data. Compare the data to the design conditions.
- Review operating procedures with operating personnel.
- Provide an electronic report of completed work, written operating log, and indicate any deficiencies detected.

Rates:

- Trip Charge is \$90.00.
- Recovery Charge is \$225.00
 - Recovery Charge covers the cost of cleaning the tanks after each chiller refrigerant recovery. This helps avoid any cross contamination in between chillers, buildings, and/or customers.

7-01-2024 to 6-30-25		
Area	Rate Category	Hourly Rate
Hospital Wide Chillers	Straight Time	\$220.00
	Overtime	\$286.00
	Double-time	\$352.00
HVAC	Straight Time	\$193.00
	Overtime	\$251.00
	Double-time	\$309.00

7-01-2025 to 6-30-26		
Area	Rate Category	Hourly Rate
Hospital Wide Chillers	Straight Time	\$226.00
	Overtime	\$294.00
	Double-time	\$358.00
HVAC	Straight Time	\$198.00
	Overtime	\$257.00
	Double-time	\$317.00

7-1-2026 to 6-30-27		
Area	Rate Category	Hourly Rate
Hospital Wide Chillers	Straight Time	\$232.00
	Overtime	\$302.00
	Double-time	\$364.00
HVAC	Straight Time	\$203.00
	Overtime	\$263.00
	Double-time	\$325.00

7-1-2027 to 6-30-28		
Area	Rate Category	Hourly Rate
Hospital Wide Chillers	Straight Time	\$238.00
	Overtime	\$310.00
	Double-time	\$370.00
HVAC	Straight Time	\$208.00
	Overtime	\$269.00
	Double-time	\$333.00

This proposal does not include any permits, fees, engineering, labor, and materials that may be required to correct any condition pre-existing or found at the time of the work. Anything not specifically mention above is excluded. Refrigerant is extra. No extra work will be performed without prior authorization and will be brought to your attention when found during the disassembly process. Any additional time incurred due to on-site training, testing or delays caused by others will be billed in addition to the quoted amount at our hourly labor rate. If these delays are significant enough to cause the quoted job to run into overtime, that will be billed separately. All work is estimated to be performed Monday – Friday, 7:00 am – 4:00 pm.

Prevailing Wages: CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlstr/DPreWageDetermination.htm>.

DIR Registration: During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.

Posting of Prevailing Wages at Job Site: CONTRACTOR and NMC agree that CONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which CONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2.