

**SEVENTH AMENDMENT TO MASTER AGREEMENT FOR
HVAC PARTS, SERVICE, AND REPAIRS**

THIS SEVENTH AMENDMENT TO AGREEMENT (“Seventh Amendment”) is made and entered into on the 5th day of Oct., 2021 (“Effective Date”), by and between COUNTY OF FRESNO, a political subdivision of the state of California, Fresno, California (“COUNTY”), and each of those providers who are signatories to this Agreement, and listed in Exhibit “A” and individually and collectively hereinafter referred to as “CONTRACTORS”, and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by COUNTY.

WITNESSETH:

WHEREAS, COUNTY and CONTRACTORS entered into Master Agreement No. 18-302 on June 5, 2018 (“Agreement”), pursuant to which CONTRACTORS agreed to provide heating, ventilation, and air conditioning (HVAC) parts, service, and repairs to COUNTY; and

WHEREAS, under Section 13 of the Agreement, COUNTY’s Director of Internal Services/Chief Information Officer (CIO) reserved the right to add new CONTRACTORS to Exhibit “A” at any time during the term of the Agreement, and to make such additions to Exhibit “A” without notice to or approval of any of the other CONTRACTORS to the Agreement;

WHEREAS, COUNTY executed First Amendment to the Agreement on June 28, 2018 to add an additional CONTRACTOR;

WHEREAS, COUNTY executed Second Amendment to the Agreement on August 15, 2018 to add an additional CONTRACTOR;

WHEREAS, COUNTY executed Third Amendment to the Agreement on August 15, 2018 to add an additional CONTRACTOR;

WHEREAS, COUNTY executed Fourth Amendment to the Agreement on July 22, 2019 to add an additional CONTRACTOR;

WHEREAS, COUNTY executed Fifth Amendment to the Agreement on December 26, 2019 to add an additional CONTRACTOR;

WHEREAS, COUNTY executed Sixth Amendment to the Agreement on April 1, 2021 to add an additional CONTRACTOR; and

1 WHEREAS, COUNTY and CONTRACTORS desire to amend the Agreement in order to
2 increase the maximum compensation amount.

3 NOW, THEREFORE, the parties agree that the Agreement is further amended as follows:

4 1. Section 3 – “COMPENSATION” of the Agreement located on page 7, is deleted in its
5 entirety, and replaced with the following:

6 “COUNTY shall only provide compensation and payment to each CONTRACTOR for
7 work authorized by the County Representative. COUNTY agrees to pay each CONTRACTOR and
8 each CONTRACTOR agrees to receive compensation in accordance with the rates provided in Exhibit
9 C by each CONTRACTOR. In no event shall the total compensation paid to CONTRACTOR(S) for the
10 entire potential five-year term of this Agreement exceed the sum of \$4,500,000.”

11 ELECTRONIC SIGNATURES. The parties agree that this Seventh Amendment may be
12 executed by electronic signature as provided in this section. An “electronic signature” means any
13 symbol or process intended by an individual signing this Seventh Amendment to represent their
14 signature, including but not limited to (1) a digital signature; (2) a faxed version of an original
15 handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF
16 document) of a handwritten signature. Each electronic signature affixed or attached to this Seventh
17 Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing
18 this Seventh Amendment for all purposes, including but not limited to evidentiary proof in any
19 administrative or judicial proceeding, and (2) has the same force and effect as the valid original
20 handwritten signature of that person. The provisions of this section satisfy the requirements of Civil
21 Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
22 Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it
23 has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),
24 paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This
25 Seventh Amendment is not conditioned upon the parties conducting the transactions under it by
26 electronic means and either party may sign this Seventh Amendment with an original handwritten
27 signature.

1 All other provisions, terms, covenants, conditions and promises contained in the Agreement, as
2 amended, and not amended herein shall remain in full force and effect.

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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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3 **CONTRACTOR**

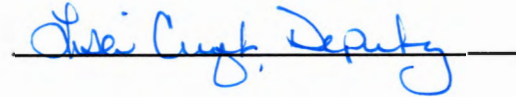
COUNTY OF FRESNO

4
5 See additional signature pages attached


6 Steve Brandau
7 Chairman of the Board of Supervisors of
8 the County of Fresno

9 **ATTEST:**
10 Bernice E. Seidel
11 Clerk of the Board of Supervisors
12 County of Fresno, State of California

13 By:


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16 FOR ACCOUNTING USE ONLY:

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18 Fund: 1045

19 Subclass: 10000

20 ORG: 8935

21 Account: 7205
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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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4 **CONTRACTOR**

5 
6 Andrew Powne (Sep 1, 2021 08:51 PDT)

7 Andy Powne
8 Service Division Manager

9
10 Mark III Construction, Inc.
11 5252 E. Home Ave.
12 Fresno, CA 93705

1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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4 **CONTRACTOR**

5 *John D. Sloan*

6 John D. Sloan (Sep 7, 2021 10:38 PDT)

7 John D. Sloan

8 President

9
10 New England Sheet Metal and Mechanical, Co.

11 2731 S. Cherry Ave.

12 Fresno, CA 93706

1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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4 **CONTRACTOR**

5 

6 Manuel Arellano (Aug 31, 2021 07:49 PDT)

7 Manuel Arellano

8 Owner

9
10 A Reliable Plumbing

11 2221 N. Pleasant Ave.

12 Fresno, CA 93705

1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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4 **CONTRACTOR**

5 *Christopher Binfield*

6 Christopher Binfield (Aug 30, 2021 11:20 PDT)

7 Chris Binfield

8 CEO

9
10 RAMCO Services, Inc.

11 1228 Tollhouse Rd.

12 Clovis, CA 93619

1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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4 **CONTRACTOR**

5 *Greg J. Pinasco*

6 Greg J. Pinasco (Aug 30, 2021 17:31 EDT)

7 Greg Pinasco

8 VP Western Operations

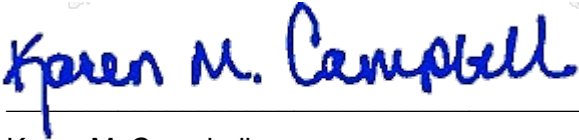
9
10 WCR Incorporated

11 4636 E Drummond Ave.

12 Fresno, CA 93725

1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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4 **CONTRACTOR**

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7 Karen M. Campbell

8 Contract Manager

9
10 Trane U.S. Inc.

11 3026 N. Business Park Ave. Ste. #104

12 Fresno, CA 93727
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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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4 **CONTRACTOR**

5 *Robert Rogers*
6 Robert Rogers (Aug 30, 2021 13:32 PDT)

7 Robert Rogers
8 Branch Service Manager

9
10 Johnson Controls, Inc.
11 3451 W Ashlan Ave
12 Fresno, CA 93722

1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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4 **CONTRACTOR**

5 *Michael T. Murphy*

6 Michael T. Murphy (Sep 3, 2021 12:48 PDT)

7 Michael Murphy

8 VP Engineer

9
10 Blue Tech Water, Inc.

11 1120 13th Street, Suite M

12 Modesto, CA 95355

1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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4 **CONTRACTOR**

5 *Keith Dunn*

6 Keith Dunn (Aug 30, 2021 11:29 PDT)

7 Keith Dunn

8 Project Manager

9
10 ACCO Engineered Systems, Inc.

11 4908 E University Ave #103

12 Fresno, CA 93727

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EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR


Jeff Bryant (Aug 30, 2021 15:06 CDT)

Jeff Bryant
Owner

Pacific Carpet Cleaning
13192 Marshall Ln
Tustin, CA 92780

1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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4 **CONTRACTOR**

5 *Rod Galvan*

6 Rod Galvan (Aug 30, 2021 14:59 PDT)

7 Rod Galvan

8 Sales Manager

9
10 EMCOR Services

11 3980 N Chestnut Diagonal, Ste 101

12 Fresno, CA 93726