

**AMENDMENT NO. 3  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
DELCAS AUTO COLLISION, INC.**

**THIS AMENDMENT NO. 3** to Agreement No. A-14976 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Delcas Auto Collision, Inc., (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 September 29, 2020, the Board of Supervisors approved Agreement No. A-14976 which CONTRACTOR entered into with County on October 1, 2020 (hereinafter, “Agreement”) to provide auto body repair services for the County in response to Request for Quote #10751 (hereinafter “services”) through and including September 30, 2022 for an amount not to exceed \$150,000;

**WHEREAS**, Agreement was amended by the Parties on October 5, 2022, (hereinafter, “Amendment No. 1”) to extend the term for one year through September 30, 2023;

**WHEREAS**, Agreement was amended by the Parties on December 9, 2022 (hereinafter, “Amendment No. 2) to increase the not to exceed amount by \$250,000, for a total not to exceed amount of \$400,000;

**WHEREAS**, additional time is necessary to allow CONTRACTOR to continue to provide services required under the Agreement;

**WHEREAS**, it is necessary to increase the Agreement’s not to exceed amount by \$150,000, resulting in a total not to exceed amount of \$550,000, to allow CONTRACTOR to continue to provide services required under the Agreement; and

**WHEREAS**, it is necessary to update the rates to allow CONTRACTOR to continue to provide services required under the Agreement;

**WHEREAS**, the Parties wish to amend the Agreement to extend the term one (1) additional year to September 30, 2024, increase the not to exceed amount by \$150,000 for a total not to exceed amount of \$550,000, and update the rates to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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

1. Amend the first sentence of Section 1.0 “GENERAL DESCRIPTION” to read as follows, effective October 1, 2023:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A-1 in conformity with the terms of this Agreement.

2. Amend Section 2.0, "PAYMENT PROVISIONS," to read as follows, Effective October 1, 2023:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$550,000.00.

3. Amend the first sentence of Paragraph 3.01 of Section 3.0, "TERM OF AGREEMENT," to read as follows:

The term of this Agreement is from October 1, 2020 to September 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Section 4.0, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS," so that it reads as follows:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A-1 Scope of Services/Payment Provisions, which shall be attached to this Amendment No. 3.

Exhibit B Other: Incorporation of (RFQ) #10751 and made part of this Agreement. The following documents are on file with the Office of Contracts/Purchasing, RFQ #10751 and CONTRACTOR's Proposal Package dated December 20, 2019.

5. In all places within the Agreement, any reference to "Exhibit A" is hereby replaced with "Exhibit A-1", effective October 1, 2023.

6. The following provisions are hereby incorporated into the Agreement:

**Consent to Use of Electronic Signatures:** 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 Revised 9/3/21 10 of 11 Agreement ID: Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**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.

**Form:** Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or 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 as if the manually signed counterpart or counterparts had been delivered to the other party in person.

7. All other terms and conditions of the Agreement as amended by Amendment No. 3, including all Exhibits thereto, remain unchanged and in full force and effect.
8. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Delcas Auto Collision, Inc.  
Contractor's Business Name

Date: \_\_\_\_\_

By: \_\_\_\_\_  
DocuSigned by:  
*Agustin Del Real, Jr.*  
06521F618D47490  
(Signature of Chair, President or Vice President)

**Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel**

Its: \_\_\_\_\_  
Augustin Del Real, Jr., CEO  
(Print Name and Title)

By: \_\_\_\_\_  
DocuSigned by:  
*Reed W. Gallogly*  
5E29050B5BAC430...  
Reed W. Gallogly  
Deputy County Counsel

Date: \_\_\_\_\_  
9/18/2023 | 3:11 PM PDT

Date: \_\_\_\_\_  
9/18/2023 | 4:26 PM PDT

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: \_\_\_\_\_  
(Print Name and Title)

**Approved as to Fiscal Provisions**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
DocuSigned by:  
*Patricia Ruiz*  
E79EF64E87454F6...  
Auditor/Controller

Date: \_\_\_\_\_  
9/19/2023 | 8:52 AM PDT

**Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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.

**EXHIBIT A-1**

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
AND  
Delcas Auto Collision, Inc., hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions****A. SCOPE OF SERVICES**

- A.1 CONTRACTOR agrees to provide Auto Body Repair Services as requested by the County.
- A.2 Compliance with Laws: CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations of any public authority bearing on the performance of the work, including but no limited to the Immigration Reform and Control Act of 1986 (8 U.S.C.A. Sections 1101 et seq.).

**B. PAYMENT PROVISIONS****B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$550,000.00 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:

CATEGORY	RATE
Body Repair and/or Replacement of Body Panels Labor Hourly Rate	\$ 75.00
Refinishing Hourly Rate	\$ 75.00
Frame Straightening Hourly Rate	\$100.00
Decal Services Hourly Rate	\$ 75.00
Painting Hourly Rate	\$ 75.00
Daily Storage Fee (if applicable)	\$100.00
Environmental Fee (if applicable)	\$ 5.00

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**

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.

Amendment No. 3 to Agreement No. A-14976  
Delcas Auto Collision, Inc.  
Term: October 1, 2020 – September 30, 2024  
NTE: \$550,000

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

Invoices under this Agreement shall be submitted monthly and 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@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us).

**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@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us)**.

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.