

**AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
MCSI WATER SYSTEMS MANAGEMENT**

THIS AMENDMENT NO. 1 to the Agreement between the County of Monterey, representing the Boronda County Sanitation District, a political subdivision of the State of California (hereinafter, "County BCSD") and MCSI Water Systems Management (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into an Agreement with County on July 30, 2013, (hereinafter, "Agreement") which provided for an initial term to commence with the signing of the Agreement through and including March 31, 2014 for an annual not to exceed amount of \$60,396 with the option to extend the AGREEMENT for four (4) additional one (1) year periods; and

WHEREAS, the Monterey County Board of Supervisors, acting as the Board of Directors of the Boronda County Sanitation District, authorized the Contracts/Purchasing Officer to execute the AGREEMENT and future amendments as stated in the Agreement; and

WHEREAS, the County BCSD desires that CONTRACTOR continue to provide services associated with the management, maintenance and operation of the San Jerardo Water System (hereinafter, "Project"); and

WHEREAS, additional time and funding are required to allow the CONTRACTOR to continue to provide services for the Project for an additional year; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to March 31, 2015 and increase the amount by \$60,396 for a total amount not to exceed \$120,792 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend the first sentence of Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

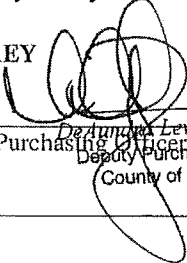
The initial term shall commence with the signing of the AGREEMENT on July 30, 2013 through and including March 31, 2015, with the option to extend the AGREEMENT for three (3) additional one (1) year periods.

2. All other terms and conditions of the Agreement remain unchanged and in full force.

3. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

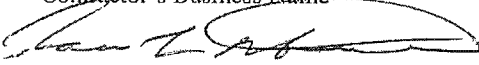
By: 
DeAnna Lewelling, MBA
Contracts/Purchasing Officer
Deputy Purchasing Agent
County of Monterey

Date: 3.26.14

CONTRACTOR*

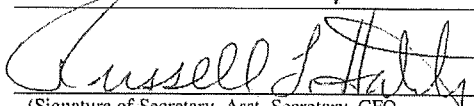
MCSI Water Systems Management

Contractor's Business Name

By: 
(Signature of Chair, President or Vice President)

Its: ROSS L. HATCH, President
(Print Name and Title)

Date: 03-10-14

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

Its: Russell L. Hatch, CFO
(Print Name and Title)


Date: March 10, 2014

Approved as to Form and Legality
Office of the County Counsel

By: 
Deputy County Counsel

Date: 3-19-2014

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 3-11-14

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*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. 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. 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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2014

PRODUCER FARMERS INS GRP - O BRIEN AGCY 1722 Seabright Ave Santa Cruz, CA 95062 (831) 429-9595	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED M.C.S.I. WATER SYSTEMS RUSS HATCH 11552 HIDDEN HILLS ROAD CARMEL VALLEY, CA 93924	INSURER A: FARMERS INS GROUP	21687
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
A	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	604841533	08/12/13	08/12/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

COUNTY OF MONTEREY
 CONTRACTS/PURCHASING DEPARTMENT
 168 WEST ALISAL ST, 3RD FLOOR
 SALINAS, CA 93906

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 5/26/2013 attaches to and forms a part of Policy Number FEI-ECC-15399-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



**Automatic Primary and Non-Contributory
Insurance Endorsement
Designated Work Or Project(s)**

This endorsement, effective 5/26/2013 attaches to and forms a part of Policy Number
FEI-ECC-15399-00. This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.



Automatic Waiver of Subrogation Endorsement

This endorsement, effective 5/26/2013 attaches to and forms a part of Policy Number FEI-ECC-15399-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



FARMERS

E0002

Effective Date: 11/22/13
Policy Number: 60484-15-33
Named Insured: M C S I WATER SYSTEM MGT

DESIGNATED INSURED

Name of person(s) or organization: COUNTY OF MONTEREY ITS OFFICERS, AGENTS, AND EMPLOYEES
Job: BCSD SAN JERARDO WATER SYSTEM CALLE EL ROSARIO AT OLD STAGE RD,
SALINAS CA 93908

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

The following language is added:

Primary/Non-Contributory Provision.

If the additional insured designated herein has an Other Insurance provision making its policy excess, and You (M C S I WATER SYSTEM MGT) agreed in a written contract or written agreement to provide the Additional Insured coverage on a Primary/Non-Contributory basis under the provision of the Additional Insured endorsement (CA20480299) attached hereto, then this policy shall be Primary/Non-Contributory to any insurance issued directly to the Additional Insured, provided such written contract or written agreement were executed prior to the issuance of the Additional Insured endorsement.



COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 11-25-2014

DO 3000 0000008054

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST
APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS
TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR
Management and Construction Services Inc
MCSI Water Systems Management
11552 Hidden Hills Rd
Carmel Valley CA 93924

SHIP TO
PUBLIC WRK
168 W. ALISAL ST.,
2ND FLOOR
SALINAS CA 93901

BILL TO
RMA FINANCE
168 W ALISAL STREET
2ND FLOOR
SALINAS CA 93901

VENDOR NUMBER: CV000001577

DELIVERY DATE:

F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0		91875	<p>PURCH DESC: This Purchase Order is issued to MCSI Water Systems Management Inc. to provide operational and management services for the San Jerardo Water System per the terms and conditions of the Agreement. This PO is valid thru March 31, 2015, and is for a total amount no to exceed \$ 67,171.11</p> <p>*****This Change Order***** Is issued to decrease commodity line 1 by 7150.23 to meet department needs and shall not exceed the DO amount \$45873.24 and is Valid thru 07/01/14 06/30/15</p> <p>COMM LINE DESC: FY 2014-2015 MSDS: Not Required</p>	.00	.00	60,020.88
			157	8197 - RMA046 - 6613			60020.88
ORDER TOTAL							60,020.88

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION:
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION

EMAIL:

TELEPHONE:

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

PRINT DATE: 12/08/14

CONTRACTS/PURCHASING DIVISION
168 W Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 1