

**AMENDMENT NO. 5 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
JM ELECTRIC, INC.**

THIS AMENDMENT No. 5 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California, (hereinafter, “Agency”), and JM Electric, Inc., (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on May 1, 2018 (hereinafter, “Agreement”);

WHEREAS, the Parties wish to amend the Agreement by extending the contract term to June 30, 2024, and increase the dollar amount by \$50,000, not to exceed \$200,000, to continue providing services identified in the Agreement.

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

1. Amend Section 2, “Term of Agreement” to read as follows:

The term of this Agreement shall begin on May 1, 2018 by CONTRACTOR and Agency, and will terminate on June 30, 2024, unless earlier terminated as provided herein.

2. Amend Section 3, “Payments to CONTRACTOR; maximum liability” to read as follows:

Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the Payment Provisions set forth in Exhibit F. The maximum amount payable to CONTRACTOR under this contract is Two Hundred Thousand dollars (\$200,000).

Original Agreement	\$25,000
Amendment No. 1	\$25,000
Amendment No. 2	\$25,000
Amendment No. 3	\$25,000
Amendment No. 4	\$50,000
<u>Amendment No. 5</u>	<u>\$50,000</u>
Not to exceed total:	\$200,000

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

Amendment No. 5 JM Electric Inc.

4. This AMENDMENT No. 5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: _____
Interim General Manager

Date: _____

**Approved as to Form and Legality
Office of the County Counsel**

By: _____
Assistant County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

By: _____
Administrative Analyst

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

*Contractor Business Name

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

Title: _____
(Print Name and Title)

Date: _____

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

Title: _____
(Print Name and Title)

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.

EXHIBIT F

PAYMENT PROVISIONS

AGENCY shall pay CONTRACTOR on a time and expense basis pursuant hourly rates in accordance with the Rate Schedule shown below. This Rate Schedule replaces EXHIBIT E of the Agreement.

Hourly labor billing rates may be modified as agreed by AGENCY and CONTRACTOR once per calendar year. The parties shall agree to such modifications in writing as an Amendment to the Agreement. Standard Rate applies from 7:00 a.m. to 3:30 p.m. (Monday to Friday), Overtime Rate applies 3:30 p.m. to 5:30 p.m. (Monday to Friday) & Saturday 7:00 a.m. to 3:30 p.m. Double time Rate is anything outside of Standard or Overtime Rate. Work begins when CONTRACTOR's employees depart office for worksite.

JM Electric Billing Rates

IBEW LOCAL 234 – Monterey, Santa Cruz, San Benito Counties

T&M Rates

Classification	Standard Rate
Apprentice 1	\$121.00
Apprentice 2	\$160.00
Journeyman / Journeyman Tech.	\$177.00
Foreman / Cable Splicing	\$194.00
General Foreman	\$212.00