

**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
FRANK J. CONTE DBA CONTE'S GENERATOR SERVICE**

THIS AMENDMENT NO. 5 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Frank J. Conte dba Conte's Generator Service (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties") as of the last date opposite the respective signatures.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on October 6, 2010, (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on September 20, 2011 (hereinafter, "Amendment No. 1"), September 28, 2012 (hereinafter, "Amendment No. 2"), October 1, 2013 (hereinafter, "Amendment No. 3"), and January 27, 2014 (hereinafter, "Amendment No. 4"); and

WHEREAS, the County has a continuing need for regular preventative maintenance and emergency repairs and parts for the diesel generators operated and maintained by the Monterey County Resource Management Agency - Public Works; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to October 1, 2015, and to increase the amount by \$37,300 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

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

1. Amend Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2 and A-3 in conformity with the terms of this Agreement.

2. Amend the first sentence of Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2 and A-3, 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 \$136,397.13.

3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from October 1, 2010 to October 1, 2015, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-3, Scope of Services/Payment Provisions".
5. Delete the last paragraph of Exhibit A-1 and amend Paragraph 8, "Indemnification", to read as follows:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents, and subcontractors.

6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 5 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. 5 to the Agreement as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

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

By: Cynthia L. Jordan
Deputy County Counsel

Date: 8-26-14

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 8-27-14

**Approved as to Indemnity and Insurance Provisions
INSURANCE LANGUAGE**

By: _____

By: Ayaka Schumaker
Risk Management
Date: 8-27-14

Frank J. Conte dba Conte's Generator Service
Contractor Business Name*

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

Its: Frank J Conte GM
(Print Name and Title)

Date: 8-25-14

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

Its: Laurel R Conte (counsel)
(Print Name and Title)

Date: 8-25-14

*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 A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

FRANK J. CONTE dba CONTE'S GENERATOR SERVICE

GENERATOR MAINTENANCE AND REPAIR RATE SCHEDULE

2014-2015

PUBLIC WORKS

	Generator Site	Generator KW	2014-2015 Annual Service Cost	2014-2015 Load Bank Service Cost	2014-2015 Total Service Cost
1	BCSD Portable	20 KW Generac	\$ 750	\$ 300	\$ 1,050
2	Boronda Oaks Pump Station	60 KW Olympian	\$ 1,400	\$ 300	\$ 1,700
3	Las Lomas Pump Station	85 KW Kohler	\$ 1,400	\$ 300	\$ 1,700
4	Pajaro Pump Station	85 KW Kohler	\$ 1,400	\$ 300	\$ 1,700
5	San Jerardo Water Sites	50 KW Caterpillar	\$ 1,400	\$ 350	\$ 1,750
6	Chualar Pump Station	85 KW Kohler	\$ 1,400	\$ 350	\$ 1,750
7	Susan Street Levy FC Pump Station	200 KW Kohler	\$ 1,400	\$ 300	\$ 1,700
	Miscellaneous Projected Repairs				\$ 5,500
	SUB-TOTAL COST				\$ 16,850

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

FACILITIES ADMINISTRATION

	Generator Site	Generator KW	2014-2015		2014-2015 Load Bank	2014-2015
			Annual Service Cost	Service Cost		Total Service Cost
1	Monterey Courthouse	60 KW Cummins	\$ 1,600	\$ 300	\$	1,900
2	Monterey Courthouse	12 KW Lister	\$ 1,000	\$ 300	\$	1,300
3	Mt. Toro Upper Site	35 KW Onan	\$ 1,250	\$ 300	\$	1,550
4	Mt. Toro Lower	20 KW	\$ 1,400	\$ 300	\$	1,700
5	Huckleberry	10 KW	\$ 750	\$ 300	\$	1,050
6	Fleet Management, Lister Co. Yard	K99X157901	\$ 1,200	\$ 300	\$	1,500
7	522 N 2 nd	30 KW	\$ 1,600	\$ 300	\$	1,900
8	CID Building, 1 st Avenue, Marina	25 KW	\$ 1,200	\$ 300	\$	1,500
9	Salinas Courthouse	450 KW	\$ 2,250	\$ 300	\$	2,550
10	Miscellaneous Projected Repairs				\$	5,500
	SUB-TOTAL COST				\$	20,450

Services provided under Amendment No. 4 to the Agreement shall not exceed the sum of \$37,300