

Attachment C

**AMENDMENT NO. 5
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WESTERN OILFIELDS SUPPLY COMPANY DBA RAIN FOR RENT**

THIS AMENDMENT NO. 5 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Western Oilfields Supply Company dba Rain for Rent (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, CONTRACTOR entered into a Standard Agreement with County on April 28, 2016 (hereinafter, "Agreement") to provide labor and/or equipment rental for common storm water pumping system elements required for storm water pumping projects (hereinafter, "services") as needed by the County of Monterey, Department of Public Works, Facilities, & Parks through September 30, 2017 for an amount not to exceed \$10,000; and

WHEREAS, Agreement was amended by the Parties on September 13, 2017 (hereinafter, "Amendment No. 1", including Exhibit A-1, Revised Rate Sheet) to extend the term for three (3) additional years through September 30, 2020, to update the Rate Sheet effective October 1, 2017, and to increase the amount by \$30,000 which resulted in a total not to exceed amount of \$40,000; and

WHEREAS, Agreement was amended by the Parties on September 28, 2020 (hereinafter, "Amendment No. 2") to extend the term for seven (7) additional months through April 30, 2021 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 25, 2021 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through April 30, 2022 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on April 29, 2022 (hereinafter, "Amendment No. 4") to update provisions, to extend the term for six (6) additional months through October 30, 2022, and to increase the amount by \$60,000 which resulted in a total not to exceed amount of \$100,000; and

WHEREAS, the County has a continued need for services; and

WHEREAS, the CONTRACTOR's Revised Rate Sheet in Exhibit A-1 of the Agreement requires an update effective October 31, 2022; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for eight (8) additional months to June 30, 2023 and update the Revised Rate Sheet effective October 31, 2022 with no associated dollar amount increase 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 the first sentence of Paragraph 2.01 under Section 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1 and A-2, subject to the limitations set forth in this Agreement.

2. Amend the first sentence of Section 3.01 under Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from May 1, 2016 to June 30, 2023, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4.01 under Section 4.0, "Scope of Services and Additional Provisions", to add "Exhibit A-2 – Revised Rate Sheet, effective October 31, 2022".
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. In all places within the Agreement, any reference to "Exhibit A-1, Revised Rate Sheet" is hereby replaced with "Exhibit A-2, Revised Rate Sheet" effective October 31, 2022.
6. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: Angela Ruelas
DocuSigned by: 4DFC1176E799451...
 Contracts/Purchasing Officer

Date: 10/31/2022 | 9:04 AM PDT

Approved as to Form

Office of the County Counsel

Leslie J. Girard, County Counsel

By: Mary Grace Perry
DocuSigned by: A1933B26E711442...
 Mary Grace Perry
 Deputy County Counsel

Date: 10/30/2022 | 4:22 PM PDT

Approved as to Fiscal Provisions

By: Burcu Mousa
DocuSigned by: 811C333563B9474...
 Auditor/Controller

Date: 10/31/2022 | 8:39 AM PDT

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel

Leslie J. Girard, County Counsel

By: Danielle P. Mancuso
 Risk Manager

Date: _____

CONTRACTOR*

**Western Oilfields Supply Company
 dba Rain for Rent**

By: Paul Harrington
DocuSigned by: 5B7A8638521A49F...
 Contractor's Business Name
 (Signature of Chair, President or Vice President)

Its: Paul Harrington, President/CEO
 (Print Name and Title)

Date: 10/26/2022 | 6:05 PM PDT

By: Scott Stanley
DocuSigned by: 790DFE6985CA49F...
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Scott Stanley, CFO
 (Print Name and Title)

Date: 10/27/2022 | 8:07 AM PDT

*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.

Effective October 31, 2022


**RAIN FOR RENT
CONFIDENTIAL PRICING SCHEDULE**

County of Monterey	Contract End Date
October 31, 2022	June 30, 2023

Labor Rate Description	Hourly Rate	Overtime	Double Time
Field Technician I, II, III	\$ 90.00	\$ 135.00	\$ 180.00
Delivery Hauling	\$ 120.00	\$ 180.00	\$ 240.00

Any hours worked over eight (8) hours in a single day or over forty (40) hours in a designated workweek constitute overtime. Overtime is due when employees work more than eight (8) hours, but not more than twelve (12) hours, in a given workday. Overtime is also due for the initial eight (8) hours worked on the seventh day worked in succession.

Double time is due when the employee has worked more than twelve (12) hours in a given workday, and it is also due for all hours that exceed eight (8) hours on the seventh day worked in succession.

Customer Required Safety Equipment: \$125.00/per quote/project

Fuel Surcharge: Varies quote to quote based on market rate per delivery mileage/travel time

CONTRACTOR's labor rates are locked for this Agreement. CONTRACTOR shall provide County with quote for parts, equipment, or sale items at the time of the County's request for services and prior to initiating administered work.

**RAIN FOR RENT**
CONFIDENTIAL PRICING SCHEDULE**County of Monterey****October 31, 2022****Contract End Date****June 30, 2023****Terms and Conditions**

- A cycle is defined as 28 days. The weekly and/or daily rate for equipment is listed when equipment is eligible for less than cycle rates.
- Customer will use Rain For Rent's equipment in a careful and proper manner and in accordance with safety rules, industry standards, manufacturer's specifications, recommendations, regulations and applicable laws.
- All material that comes in contact with Rain For Rent's equipment including media is the responsibility of Customer as generator. Rain For Rent shall not be responsible for any fines or sanctions as a result of Customer's use of equipment.
- The rental rate for pumps and equipment with hour meters is based on an 8-hour day or 48-hour running week. The rental rate will be multiplied by 1.5 for greater than 8 hours per day or 49-96 operating hours per week and multiplied by 2.0 for more than 16 hours per day or 96 operating hours per week. Customer will be invoiced for 24 hours per day if the hour meter has stopped functioning.
- An Environmental Recovery Fee shall apply to all rental charges invoiced pursuant to this Quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits and obtaining licenses.
- Rental equipment will be quoted on a project by project basis.

Additional Terms and Conditions for Transportation and Labor

- Transportation rates and additional labor will be quoted on a project by project basis.
- Customer will be invoiced for installation, delivery, return freight and other services based on actual usage/hours.
- A Fuel Surcharge will be invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel/>.
- Overtime will be invoiced at 1.5 times the regular rate for work occurring after 8 hours during the normal work week and outside of normally scheduled business hours and 2.0 times the regular rate for work occurring after 12 hours during the normal work week or on company recognized holidays. All OT rates are based on a 40 hour work week Monday through Friday. All work is assumed to be prevailing wage and billed accordingly.