

**AMENDMENT #4 TO SERVICES AGREEMENT
COUNTY OF MONTEREY &
SUNLITE AUTO GLASS, INC.**

THIS AMENDMENT NO. 4 is made to the AGREEMENT for glass installation, rock chip repair and headlight restoration services by and between **SUNLITE AUTO GLASS, INC.**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY.”

WHEREAS, the County and CONTRACTOR entered into a Standard Agreement on November 16, 2018, (hereinafter, “AGREEMENT”) with a term of agreement date from July 1, 2018 through July 31, 2021 and a “not to exceed” amount of \$70,000; and

WHEREAS, the County and CONTRACTOR discovered that certain services, which were intended to be covered in the original AGREEMENT, were not in fact sufficiently provided for in the AGREEMENT; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT via Amendment No. 1 on April 13, 2020 to increase funds by \$30,000 for a new AGREEMENT amount not to exceed of \$100,000; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT via Amendment No. 2 on August 4, 2020 to increase funds by \$70,000 for a new AGREEMENT amount not to exceed of \$170,000; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT via Amendment No. 3 to increase funds by \$70,000 for a new AGREEMENT amount not to exceed of \$240,000, and to extend the term of the AGREEMENT for two (2) additional years through and including June 30, 2023 to allow CONTRACTOR to continue to provide services identified in this AGREEMENT and as amended by this AMENDMENT NO. 3.

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT via *Amendment No. 4* to increase funds by **\$164,000** for a new AGREEMENT amount *not to exceed of \$404,000*, and to extend the term of the AGREEMENT for **three (3) additional years** through and including **June 30, 2026** to allow CONTRACTOR to continue to provide services identified in this AGREEMENT and as amended by this **AMENDMENT NO. 4**.

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT via *Amendment No. 4* to update the scope of work by removing references to “headlight restoration services” which are no longer provided.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

Amendment No. 4 to Agreement MYA*4144
Sunlite Auto Glass, Inc.
Public Works, Facilities and Parks
Term: November 18, 2018 – June 30, 2026
Not to Exceed: \$404,000

1. In Section 1.0 “GENERAL DESCRIPTION”, Paragraph 1.01 shall be replaced in its entirety with the following:

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. The goods and/or services are generally described as follows: Provide vehicle glass installation and rock chip repairs for County Fleet Division operations.

2. In Section 2.0 “PAYMENT PROVISIONS”, Paragraph 2.01 shall be replaced in its entirety with the following:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in the Agreement. The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of **\$404,000.00**.

3. In Section 3.0 “TERM OF AGREEMENT,” in Paragraph 3.01, the term of Agreement shall be amended from an end date of July 31, 2021 to June 30, 2026.

4. In Section 4.0 “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS” shall be amended by deleting “headlight restoration services” and replacing “Exhibit A” with “Exhibit A-1”.

In all places within the Agreement, any reference to “Exhibit A, Scope of Services/Payment Provisions” or “Exhibit A” is hereby replaced with “Exhibit A-1”.

5. 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

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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.

6. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
7. A copy of AMENDMENT NO. 4 shall be attached to the original AGREEMENT executed by the County on November 16, 2018.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Debra R. Wilson
Contracts/Purchasing Officer

Date: _____

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

DocuSigned by:
By: Michael Whilden
Michael J. Whilden
Deputy County Counsel

Date: 5/8/2023 | 9:28 AM PDT

Sunlite Auto Glass, Inc.
Contractor's Business Name

DocuSigned by:
By: Steve Delgado
Steve Delgado CEO

Date: 5/8/2023 | 7:56 AM PDT

DocuSigned by:
By: Steve Delgado
Steve Delgado CEO

Date: 5/8/2023 | 7:56 AM PDT

Approved as to Fiscal Provisions
Rupa Shah, Auditor/Controller

By: _____
Name: _____
Title: _____
Date: _____

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

By: _____
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.

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EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
SUNLITE AUTO GLASS, INC., hereinafter referred to as “CONTRACTOR”

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- Glass installation and rock chip repair services

All written reports required under this Agreement must be delivered electronically to the following individual:

Armelita Mabul, Management Analyst II
County of Monterey, Department of Public Works, Facilities and Parks
Phone: (831) 755-4944
Email: mabula@co.monterey.ca.us

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$404,000**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Shop Hourly Rate	\$65.00
Rust Repair	\$85.00 and up
Rock Chip Repair	\$85.00
Additional Rock Chip	\$40.00
Windshield Kit	\$35.00

- Taxes are applied to parts and supplies
- Original Equipment Manufacturer (Original parts from dealers such as Honda, Toyota, Nissan etc.) parts pricing will vary and will be noted on invoice as OEM

No travel reimbursement shall be allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS

B.2 CONTRACTOR'S BILLING PROCEDURES

NOTE: 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.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to 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 via email to: 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.