

**AMENDMENT NO. 2  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
DAVE'S REPAIR SERVICE**

**THIS AMENDMENT NO. 2** to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Dave's Repair Service (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 a Standard Agreement with County on October 12, 2012, (hereinafter, "Agreement"); and

**WHEREAS**, the County desires that CONTRACTOR continue to provide on-call repair services at various County fueling sites; and

**WHEREAS**, additional time and funding are required to allow the CONTRACTOR to provide services described as annual underground storage tank monitor certification, spill bucket & LLD testing, annual underground storage tank vapor testing, monthly designated operator inspections and SP 989 testing (Tri-Annual) at various County fueling sites; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term to June 30, 2016 and increase the amount by \$73,118.93 for a total amount not to exceed \$185,617.86 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend Paragraph 1.01 of Section 1.0, "General Description.", 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 and A-2** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: on-call repair services, enhanced vapor recovery Dual Point Phase 1 System retrofits and annual testing at various County fueling sites.

2. Amend Paragraph 2.01 of 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. The total

amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$185,617.86.

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

The term of this Agreement is from October 1, 2012 to June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4.01 of Section 4.0, "Scope of Services and Additional Provisions.", by adding "**Exhibit A-2, Scope of Services/Payment Provisions**".
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 2 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. 2 to the Agreement as of the day and year written below:

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

\_\_\_\_\_  
Dave's Repair Service  
Contractor's Business Name

Date: \_\_\_\_\_

By: *David Gambetta*  
(Signature of Chair, President or Vice President)

Its: \_\_\_\_\_  
David Gambetta, Owner  
(Print Name and Title)

Date: 10/30/14

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

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

By: \_\_\_\_\_  
Deputy County Counsel

Its: DAVID GAMBETTA  
(Print Name and Title)

Date: \_\_\_\_\_

Date: 10/30/14

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

**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.

**EXHIBIT A-2, SCOPE OF SERVICES/PAYMENT PROVISIONS**

**Dave's Repair Service  
1105 Old Stage Road  
Salinas, CA 93908  
(831) 754-3010**

<b>Enhanced Vapor Recovery Dual Point Phase 1 System Retrofits</b>				
<b>DEPT.</b>	<b>FUEL SITE</b>	<b>TANK CAPACITY</b>	<b>UNIT PRICE</b>	<b>ESTIMATE PRICE</b>
Fleet Management	Toro Park	750	\$ 5,966.00	\$ 5,966.00
	Courthouse	1,000	\$ 6,433.38	\$ 6,433.38
	King City	5,000	\$ 6,132.71	\$ 6,132.71
<b>FLEET MANAGEMENT TOTAL</b>				<b>\$ 18,532.09</b>
Parks	Laguna Seca Maintenance	1,000	\$ 6,014.93	\$ 6,014.93
	Royal Oaks	750	\$ 6,134.05	\$ 6,134.05
	North San Antonio Lake	1,500	\$ 5,272.70	\$ 5,272.70
<b>PARKS TOTAL</b>				<b>\$ 17,421.68</b>
RMA - Public Works	San Ardo	1,000	\$ 6,929.71	\$ 6,929.71
	Greenfield	1,000	\$ 5,527.76	\$ 5,527.76
	Prunedale Maintenance Yard	1,000	\$ 6,487.69	\$ 6,487.69
<b>RMA-DPW TOTAL</b>				<b>\$ 18,945.16</b>
<b>EVR PHASE 1 SYSTEM RETROFITS TOTAL AMOUNT</b>				<b>\$ 54,898.93</b>

*NOTE: Enhanced Vapor Recovery Dual Point Phase 1 System Retrofits for the above listed sites will be completed by June 30, 2014 to meet Monterey Bay Unified Air Pollution Control District requirements unless the County gets exempted from the retrofits.*

<b>SERVICES</b>	<b>FISCAL YEAR</b>	<b>SALINAS</b>	<b>LAKE SAN ANTONIO SOUTH</b>	<b>TOTAL</b>
Annual Underground Storage Tank Monitor Certification, Spill Bucket and LLD Testing	FY 2014-2015	\$ 600.00	\$ 600.00	\$ 1,200.00
	FY 2015-2016	\$ 600.00	\$ 600.00	\$ 1,200.00
Annual Underground Storage Tank Vapor Test	FY 2014-2015	\$ 800.00	\$ 800.00	\$ 1,600.00
	FY 2015-2016	\$ 800.00	\$ 800.00	\$ 1,600.00
Monthly Designated Operator Inspections	FY 2014-2015	\$ 720.00	\$ 960.00	\$ 1,680.00
	FY 2015-2016	\$ 720.00	\$ 960.00	\$ 1,680.00
SB 989 Testing (Tri-Annual)	FY 2014-2015	\$ 1,600.00	\$ 1,600.00	\$ 3,200.00
	FY 2015-2016			
<b>TOTAL AMOUNT</b>				<b>\$ 12,160.00</b>

Annual Filter Change for Five Fuel Sites (2014-2016) \$ 3,060.00

Unforeseen Maintenance and Repairs for all fuel sites through June 30, 2016: \$ 3,000.00

\* Unforeseen Maintenance and Repairs will be charged based on time and material's according to following rates:

Hourly Rate (Technician): \$60.00	Overtime Rate (Technician): \$90.00
Hourly Rate (Helper): \$45.00	Overtime Rate (Helper): \$67.50
Hourly Rate (ICC Certified Labor): \$70.00	Overtime Rate (ICC Certified Labor): \$105.00

<b>TOTAL SERVICES (FY 2014-2016)</b>		<b>\$ 18,220.00</b>
<b>GRAND TOTAL:</b>		<b>\$ 73,118.93</b>