



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12670

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Ratified and approved Amendment No. 1 to Standard Agreement between County of Monterey and Dave's Repair Service to continue to provide on-call repair services and include services associated with enhanced vapor recovery Dual Point Phase 1 System retrofits and annual testing at various County fueling sites in the amount of \$62,498.93, for a total amount not to exceed \$112,498.93 and extend the term from June 30, 2014 to June 30, 2015; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 1 to the Standard Agreement and up to three (3) future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 6th day of May 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on May 6, 2014.

Dated: May 6, 2014
File Number: A 14-049

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DAVE'S REPAIR SERVICE**

THIS AMENDMENT NO. 1 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 new services described as enhanced vapor recovery Dual Point Phase 1 System retrofits and annual testing at various County fueling sites; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to June 30, 2015 and increase the amount by \$62,498.93 for a total amount not to exceed \$112,498.93 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 1.

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 and A-1** 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 and A-1**, 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 \$112,498.93.

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, 2015, 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-1, Scope of Services/Payment Provisions".
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 1 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. 1 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: Debra Zepf
Contracts/Purchasing Officer

Date: 3/19/14

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

By: Aprilia G. Olsson
Deputy County Counsel

Date: 3-11-14

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 3-7-14

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

Dave's Repair Service
Contractor's Business Name

By: [Signature]
(Signature of Chair, President or Vice President)

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

Date: 3-7-14

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

Its: _____
(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 A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS

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

Enhanced Vapor Recovery Dual Point Phase 1 System Retrofits

DEPT.	FUEL SITE	TANK CAPACITY	ESTIMATE PRICE	
Fleet Management	Toro Park	750	\$	5,966.00
Fleet Management	Courthouse	1,000	\$	6,433.38
Fleet Management	King City	5,000	\$	6,132.71
DEPT TOTAL			\$	18,532.09
Parks	Laguna Seca Maintenance	1,000	\$	6,014.93
Parks	Royal Oaks	750	\$	6,134.05
Parks	North San Antonio Lake	1,500	\$	5,272.70
DEPT TOTAL			\$	17,421.68
RMA - Public Works	San Ardo	1,000	\$	6,929.71
RMA - Public Works	Greenfield	1,000	\$	5,527.76
RMA - Public Works	Prunedale Maintenance Yard	1,000	\$	6,487.69
DEPT TOTAL			\$	18,945.16

TOTAL PRICE: \$ **54,898.93**

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.

ANNUAL UNDERGROUND STORAGE TANK MONITOR CERTIFICATION, SPILL BUCKET & LLD TESTING

FUEL SITE	TANK CAPACITY	FY 2013-2014		FY 2014-2015	
SALINAS	10,000	\$	600.00	\$	600.00
LAKE SAN ANTONIO SOUTH SHORE	6,000	\$	600.00	\$	600.00
DEPT TOTAL			\$	2,400.00	

ANNUAL UNDERGROUND STORAGE TANK VAPOR TESTINGS

FUEL SITE	TANK CAPACITY	FY 2013-2014		FY 2014-2015	
SALINAS	10,000	\$	800.00	\$	800.00
LAKE SAN ANTONIO SOUTH SHORE	6,000	\$	800.00	\$	800.00
DEPT TOTAL			\$	3,200.00	

TOTAL PRICE: \$ **5,600.00**

Unforeseen Maintenance and Repairs for all fuel sites through June 30, 2015: \$ **2,000.00**

** Unforeseen Maintenance and Repairs will be charged based on time and materials 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): \$75.00	Overtime Rate (ICC Certified Labor): \$9105.00

GRAND TOTAL: \$ **62,498.93**