

**AMENDMENT NO. 1 TO
STANDARD AGREEMENT
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
JM ELECTRIC, INC**

THIS AMENDMENT NO. 1 to the Standard Agreement between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and JM Electric, Inc. (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 Agency on May 1, 2018 (hereinafter, "Agreement"); and

WHEREAS, the Parties now wish to amend the Agreement to extend the term to June 30, 2022 with a dollar increase of \$25,000 to continue to provide services identified in the Agreement.

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

1. Amend Section 2, "Term of Agreement", to read as follows:

The term of this Agreement shall begin on May 1, 2018 by CONTRACTOR and Agency, and will terminate on June 30, 2022, unless earlier terminated as provided herein.

2. Amend Section 3, "Payments to CONTRACTOR; maximum liability", to read as follows:

Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the amounts provided in Exhibit B for work completed and/or in progress pursuant this Agreement, summarized below:

Original Agreement	\$25,000
<u>Amendment No. 1</u>	<u>\$25,000</u>
Not to exceed total:	<u>\$50,000</u>

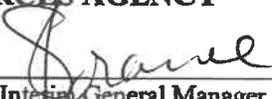
The maximum amount payable to CONTRACTOR under this Agreement as amended by Amendment No. 1, is \$50,000.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 1 JM Electric.
Term extension to June 30, 2022

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: 
Internal General Manager

Date: 4/29/19

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

By: 
Deputy County Counsel

Date: 4/16/19

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

Jensco Inc. dba JM Electric
*Contractor Business Name

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

Its: Frederick A Jensen Pres.
(Print Name and Title)

Date: 4/8/19

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

Its: Chris E. Jensen, Financial Officer
(Print Name and Title)

Date: 8 Apr 19

*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.

Amendment No. 1 JM Electric.
Term extension to June 30, 2022

**AMENDMENT NO. 2
TO THE STANDARD AGREEMENT
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
JM ELECTRIC, INC.**

THIS AMENDMENT NO. 2 to the Standard Agreement between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and JM Electric, Inc., a California Corporation, (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Standard Agreement with Agency on December 3, 2018 (hereinafter, "Agreement") and amended the Agreement on April 29, 2019; and

WHEREAS, the Parties now wish to amend the Agreement with a dollar increase of \$25,000 to continue to provide services identified in the Agreement.

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

1. Amend Section 3, "Payments to CONTRACTOR; maximum liability", to read as follows:

Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the amounts provided in Exhibit C for work completed and/or in progress pursuant this Agreement, summarized below:

Original Agreement	\$25,000
Amendment No. 1	\$25,000
Amendment No. 2	<u>\$25,000</u>
Not to exceed total:	<u>\$75,000</u>

The maximum amount payable to CONTRACTOR under this Agreement as amended by Amendment No. 1 is \$75,000.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. 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:

Amendment No. 2 – JM Electric, Inc.

EXHIBIT C Fee Schedule

This Exhibit C supercedes Exhibit B. Exhibit B no longer applies as of the execution date of Amendment No. 2.

Hourly labor billing rates may be modified as agreed by Agency and Contractor once per calendar year. The parties shall agree to such modifications in writing as an Amendment to the Agreement. Standard rate applies 7:00AM-3:30 PM (Mon.-Fri.), O/T Rate 3:30 pm – 5:30 PM (Mon.-Fri.) & Sat. 7:00 AM – 3:30 PM, D/T rate is anything outside of Standard or O/T rate. Work begins when Contractor's employees depart office for worksite.

2019 JM Electric Billing Rates

**IBEW LOCAL 234 – Monterey, Santa Cruz, San Benito Counties
2019 T&M Rates**

Classification	Standard	O/T Rate	D/T Rate
	Rate 7:00am - 3:30pm	3:30pm - 5:30pm	5:30pm - 6:00am
Apprentice 1-5: App.1	\$ 96.00	\$ 144.00	\$ 192.00
Apprentice 6-10: App. 2	\$ 130.00	\$ 195.00	\$ 260.00
Journeyman	\$ 141.00	\$ 211.50	\$ 282.00
Foreman	\$ 153.50	\$ 230.25	\$ 307.00
General Foreman	\$ 165.50	\$ 248.25	\$ 331.00

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: [Signature]
Brent Buche, General Manager

Date: 8/5/19

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

By: [Signature]
Deputy County Counsel

Date: 7/24/19

Approved as to Fiscal Provisions

By: [Signature]
Auditor-Controller

Date: 7/25/19

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

J M Electric
*Contractor Business Name

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

Its: Frederick A Jensen
(Print Name and Title)

Date: 7/17/19

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

Its: Chris E. Jensen CFO
(Print Name and Title)

Date: 16 July 19

*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.

AMENDMENT NO. 3
TO AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
JM ELECTRIC

The undersigned parties hereby agree to amend that certain Agreement for Services between the Monterey County Water Resources Agency (hereinafter "Agency") and JM Electric, (hereinafter "CONTRACTOR") executed and effective on December 3, 2018 and amended on April 29, 2019 and August 5, 2019 (hereinafter "Agreement").

Section 3 of the Agreement is hereby amended to read as follows:

3. Payments to CONTRACTOR: maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit D, for work completed and/or in progress pursuant this Agreement, summarized below:

Original Agreement:	\$25,000
Amendment No. 1	\$25,000
Amendment No. 2	\$25,000
<u>Amendment No. 3</u>	<u>\$25,000</u>
Not to Exceed Total:	\$100,000

The maximum amount payable to CONTRACTOR under this Agreement as amended by Amendments No. 1, 2 and 3 is \$100,000.

All other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, Agency and CONTRACTOR have caused this Amendment No. 3 to be executed as follows:

**MONTEREY COUNTY
WATER RESOURCES AGENCY**

BY: 
Brent Buche, General Manager

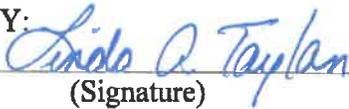
Date: E-signed 1/22/2021

JM ELECTRIC

BY: 
(Signature)

Chris E. Jensen, Financial Officer
(Print Name and Title) *

Date: 28 Dec 20

BY: 
(Signature)

LINDA A. TASHAN, Ass't CORP Sec.
(Print Name and Title) *

Date: 28 Dec 20

***INSTRUCTIONS:** If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with 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 his or her business, if any, and shall personally sign the Agreement.

**JM Electric
Amendment No. 3**

* * * * *

Approved as to form:

Approved as to fiscal provisions:

Kelly A. Donlon

Deputy County Counsel

Dated: January 22, 2021

Juan Pablo Lopez

Administrative Analyst

Dated: 01/22/2021

Gary K. Giboney

Auditor-Controller

Dated: 1-22-2021

**EXHIBIT D
Fee Schedule**

CONTRACTOR shall be paid for services provided, on a fee-for-service basis in accordance with the Fee Schedule shown below. This Fee Schedule replaces EXHIBIT C of Amendment No. 2.

Hourly labor billing rates may be modified as agreed by Agency and CONTRACTOR once per calendar year. The parties shall agree to such modifications in writing as an Amendment to the Agreement. Standard Rate applies from 7:00 a.m. to 3:30 p.m. (Monday to Friday), O/T Rate applies from 3:30 p.m. to 5:30 p.m. (Monday to Friday) & Saturday 7:00 a.m. to 3:30 p.m. D/T Rate is anything outside of Standard or O/T Rates. Work begins when CONTRACTOR's employees depart office for worksite.

2021 JM Electric Billing Rates

IBEW LOCAL 234 – Monterey, Santa Cruz, San Benito Counties

2021 T&M Rates

Classification	Standard Rate	O/T Rate	D/T Rate
Rate Time Frame	7:00am-3:30pm	3:30pm-5:30pm	5:30pm-6:00am
Apprentice 1	\$101.00	\$151.50	\$202.00
Apprentice 2	\$137.00	\$205.50	\$274.00
Journeyman/Jrnymn Tech	\$150.00	\$225.00	\$300.00
Foreman/Cable Splicing	\$163.50	\$245.25	\$327.00
General Foreman	\$176.50	\$264.75	\$353.00

AMENDMENT No. 4
to
Agreement for Services between
Monterey County Water Resources Agency and JM Electric, Inc.

THIS AMENDMENT No. 4 is made to the AGREEMENT for Services by and between the Monterey County Water Resources Agency, a political subdivision of the State of California, (hereinafter, "AGENCY"), and JM Electric, Inc., (hereinafter, "CONTRACTOR").

WHEREAS, the AGENCY and CONTRACTOR entered into the AGREEMENT with a term of May 1, 2018 through June 30, 2021, for a total contract amount of \$25,000.

WHEREAS, on April 29, 2019, the AGENCY and CONTRACTOR entered into Amendment No. 1 to the AGREEMENT, thereby amending the AGREEMENT by extending the term to June 30, 2022, and adding \$25,000 for total contract amount of \$50,000.

WHEREAS, on August 5, 2019, the AGENCY and CONTRACTOR entered into Amendment No. 2 to the AGREEMENT, thereby amending the AGREEMENT by adding \$25,000 for a total contract amount of \$75,000.

WHEREAS, on January 22, 2021, the AGENCY and CONTRACTOR entered into Amendment No. 3 to the AGREEMENT, thereby amending the AGREEMENT by adding \$25,000 for a total contract amount of \$100,000.

WHEREAS, the AGENCY and CONTRACTOR wish to amend the AGREEMENT to allow continuation of services and payment by extending the contract term to **June 30, 2023**, and adding **\$50,000** for a new contract total of **\$150,000**.

NOW THEREFORE, the AGENCY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. **Page 1, Section 2., "Term of Agreement"** is amended to read as follows:

The term of this Agreement shall begin on May 1, 2018 by CONTRACTOR and Agency, and will terminate on June 30, 2023, unless earlier terminated as provided herein.

2. **Page 1, Section 3., "Payments to CONTRACTOR; maximum liability"** is amended to read as follows:

Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the Payment Provisions set forth in **Exhibit E**, for work completed set forth in the AGREEMENT. The maximum amount payable to CONTRACTOR under this AGREEMENT as amended by AMENDMENT No. 4 is **\$150,000**.

EXHIBIT E

PAYMENT PROVISIONS

AGENCY shall pay CONTRACTOR on a time and expense basis pursuant hourly rates in accordance with the Rate Schedule shown below. This Rate Schedule replaces EXHIBIT D of the AGREEMENT.

Hourly labor billing rates may be modified as agreed by AGENCY and CONTRACTOR once per calendar year. The parties shall agree to such modifications in writing as an Amendment to the Agreement. Standard Rate applies from 7:00 a.m. to 3:30 p.m. (Monday to Friday), Overtime Rate applies 3:30 p.m. to 5:30 p.m. (Monday to Friday) & Saturday 7:00 a.m. to 3:30 p.m. Double time Rate is anything outside of Standard or Overtime Rate. Work begins when CONTRACTOR's employees depart office for worksite.

JM Electric Billing Rates

IBEW LOCAL 234 – Monterey, Santa Cruz, San Benito Counties

December 27, 2021 to December 25, 2022 T&M Rates

Classification	Standard Rate
Apprentice 1	\$114.00
Apprentice 2	\$151.00
Journeyman / Journeyman Tech.	\$167.00
Foreman / Cable Splicing	\$183.00
General Foreman	\$199.00

December 26, 2022 to December 24, 2023 T&M Rates

Classification	Standard Rate
Apprentice 1	\$121.00
Apprentice 2	\$160.00
Journeyman / Journeyman Tech.	\$177.00
Foreman / Cable Splicing	\$194.00
General Foreman	\$212.00