

**AMENDMENT NO. 3 OF AGREEMENT BETWEEN
COUNTY OF MONTEREY and
DAVID GAMBETTA DBA DAVE’S REPAIR SERVICE**

THIS AMENDMENT NO. 3 to Agreement No. A-14498 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and David Gambetta dba 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”) and effective as of the last date opposite the respective signatures below.

WHEREAS, on September 10, 2019, the Board of Supervisors approved Agreement No. A-14498 which CONTRACTOR entered into with County on September 10, 2019 (hereinafter, “Agreement”) to provide on-call inspections and compliance repairs and services for aboveground and underground storage tanks at County-owned fueling stations (hereinafter “services”) with an initial term from July 1, 2019, through June 30, 2022, and a “not to exceed” amount of \$147,000;

WHEREAS, Agreement was renewed and amended by the Parties on August 5, 2022 (hereinafter, “Renewal and Amendment No. 1”) to retroactively extend the term to June 30, 2024, increase the not to exceed amount by \$111,580 for a new total not to exceed amount of \$258,580, and update the scope of work, to allow CONTRACTOR to continue to provide services;

WHEREAS, Agreement was amended by the Parties on June 28, 2024 (hereinafter “Amendment No. 2”) to extend the term to June 30, 2025, increase the not to exceed amount by \$25,858 for a new total not to exceed amount of \$284,438 to allow CONTRACTOR to continue to provide services;

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

WHEREAS, it is necessary to increase the not to exceed amount by \$42,000 to allow CONTRACTOR to continue to provide the services required by the county, resulting in a not to exceed amount \$326,438;

WHEREAS, it is necessary to update rates to allow CONTRACTOR to continue to provide the services required by the County;

WHEREAS, it is necessary to update provisions to the Agreement to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to June 30, 2026, increase the not to exceed amount by \$42,000 for a total not to exceed amount of \$326,438, update rates and update provisions to the Agreement to allow CONTRACTOR to continue to provide services identified in the Agreement as amended by this Amendment No. 3.

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

1. Amend the second sentence of Paragraph 2.01 of Section 2. “PAYMENT PROVISIONS” to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$326,438.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, "TERM OF AGREEMENT" to read as follows:

The term of Agreement is from July 1, 2019 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 6.0, "PAYMENT CONDITIONS," to add Section 6.05 to read as follows:

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

4. Amend Section 9.02, "Qualifying Insurers," to read as follows and hereby incorporate the new language into the agreement:

Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

5. Amend Section 9.03, "Insurance Coverage Requirements," to read as follows and hereby incorporate the new language into the Agreement:

Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease. *(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Professional Liability Insurance: If required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

6. Amend Section 9.04, "Other Insurance Requirements," to read as follows and hereby incorporate the new language into the Agreement:

Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

7. Amend Section 10, "Records and Confidentiality," to add the following and hereby incorporate new language into the Agreement:

10.06 Format of Deliverables:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

8. Amend Section 12.0, "Compliance with Terms of State or Federal Grants," to read as follows and hereby incorporate the language into the Agreement:

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

9. In all places within the Agreement, any references to "Exhibit A" are hereby replaced with "Exhibit A-2 – Scope of Services and Payment Provisions," effective upon final execution of this Amendment No. 3 which is the last date opposite the respective signatures below.
10. Except as provided herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
11. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
12. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.
- 13.

[SIGNATURES ON FOLLOWING PAGE]

///

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By:

DAVID GAMBETTA dba DAVE'S REPAIR SERVICES

Contracts/Purchasing Officer

Contractor's Business Name

Date:

By:

David Gambetta

(Signature of Chair, President or Vice President)

**Approved as to Form
Office of the County Counsel
Susan K. Blich, County Counsel**

Its: **David Gambetta, Owner**

(Print Name and Title)

By:

Mary Grace Perry

Mary Grace Perry
Deputy County Counsel

Date:

5/16/2025 | 9:41 AM PDT

Date:

5/20/2025 | 2:48 PM PDT

By:

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

Its:

(Print Name and Title)

Approved as to Fiscal Provisions

By:

Jennifer Forsyth

Auditor/Controller

Date:

5/27/2025 | 9:01 AM PDT

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager
Susan K. Blich, County Counsel-Risk Manager**

By:

David Bolton

David Bolton

Name:

Title:

Risk Manager

Date:

5/22/2025 | 7:22 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.

EXHIBIT A-2

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND
DAVID GAMBETTA DBA DAVE’S REPAIR SERVICE, hereinafter referred to as
“CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

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

1. CONTRACTOR’s Minimum Work Performance Percentage.

1.1. CONTRACTOR shall perform with his own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.

2. CONTRACTOR shall provide required routine compliance inspections, testing, certifications and preventative maintenance for aboveground and underground fuel tanks located throughout the County of Monterey including, but not limited to, the following:

2.1. Annual Underground Storage Tank Monitor Certification (TMC) including spill bucket and line leak detection (LDD), including the following:

- Verifying the proper functioning and calibration of tank monitoring systems, including automatic tank gauging (ATG) systems and other release detection methods.
- Checking probes, sensors, alarms and verifying system configuration/communication to ensure compliance with regulations.
- Ensuring spill prevention equipment can effectively contain leaks and prevent environmental contamination which includes visual inspections, leak testing using methods like vacuum/hydrostatic tests, and ensuing proper disposal of test fluid.

2.2. Annual Underground Storage Tank (UST) and Aboveground Storage Tank (AST) Vapor Test Vapor Healy testing, including, but not limited, to the following:

- TP201.3.
- TP201.4.
- Torque and Drop Tube Test.

- Healy/VST Bag Test.
- Clean Air tightness Test.
- Dispenser Tightness Test.

2.3. Monthly site inspections as Designated Operator including, but not limited, to the following.

- Visual inspection of each UST system located at the UST facility.
- Review of UST systems' records.
- Recording inspection results.
- Providing inspection results to the UST owner or operator by maintaining a copy in the DO binder.

2.4. Annual filter changes for Underground Storage Tanks (UST) and Aboveground Storage Tanks (AST).

2.5. Tri-Annual Services including, but not limited to the following:

- SB 989 Testing.
- Overfill equipment maintenance testing.

3. CONTRACTOR shall provide on-call compliance repairs and services for aboveground and underground storage tanks located throughout the County of Monterey.
4. CONTRACTOR shall provide County's Fleet Operations with quotes for on-call repair and service work.
5. CONTRACTOR shall obtain County's Fleet Operations approval prior to beginning on-call repair and service work.
6. CONTRACTOR shall obtain and maintain all certifications required to provide the scope of services under this Agreement.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$326,438 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Rates - Period July 1, 2019 to June 30, 2025			
Triennial Services	# of Sites	Amount	Triennial Cost
SB 989 Testing	6	2,400.00	\$14,400.00
Overfill Equipment Maintenance Testing	6	\$2,200.00	\$13,200.00
Annual Services	# of Sites	Amount	Annual Cost
Monitor Certification, Spill Bucket and Line Leak Detection (LLD) Testing	6	\$1,050.00	\$6,300.00
Vapor Testing (Unleaded products)	4	\$1,350.00	\$5,400.00
Filter Change	15	\$150.00	\$2,250.00
Monthly Services	# of Sites	Amount	Annual Cost
UST Designated Operator Inspections (\$120 per month)	6	\$1,440.00	\$8,640.00
Labor Rates for Service Calls - Period July 1, 2019 to June 30, 2025			
Position	Regular Rate Per Hour	Overtime Rate Per Hour	
Technician	\$ 75.00	\$112.50	
Helper	\$ 65.00	\$ 97.50	
ICC Certified labor	\$85.00	\$127.50	

Rates - Period July 1, 2025 to June 30, 2026				
Item	Description	Quantity	Unit Rate	Annual Cost
TMC	Annual Tank Monitor Certification, Spill Bucket and LLD Testing	4	\$1,399.9775	\$5,599.91
Vapor Healy	Vapor Tests: TP201.3, TP201.4, Torque and Drop Tube Test, Healy/VST Bag Test, Clean Air Tightness Test, Dispenser Tightness Test	2	\$1,400.00	\$2,800.00
Vapor AST	Vapor Test TP201.3	6	\$1,000.00	\$6,000.00
DO	Monthly Site Inspection as Designated Operator (5 Sites at 13 Visits)	65	\$125.00108	\$8,125.07
* Filters	Annual Filter Change to 9 Sites	9	\$200.00	\$1,800.00
Labor Rates for Service Calls - Period July 1, 2025 to June 30, 2026				
Position	Regular Rate Per Hour	Overtime Rate Per Hour		
Technician	\$ 95.00	\$142.50		
Helper	\$ 75.00	\$112.50		
ICC Certified labor	\$100.00	\$150.00		
* Parts to be subject to applicable sales tax rate.				

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.

B.2 CONTRACTORS BILLING PROCEDURES

CONTRACTOR SHALL verify project invoices to ensure proper accounting of project charges.

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.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov.

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 by emailing to: PWFP-Finance-AP@countyofmonterey.gov.

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.