

**AMENDMENT NO. 2 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
WESTERN OILFIELDS SUPPLY dba RAIN FOR RENT**

THIS AMENDMENT NO. 2 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Western Oilfields Supply dba Rain for Rent (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 an Agreement for Services with the Agency on March 3, 2022; Amendment No. 1 on August 30th, 2022; (hereinafter, “Agreement”); and

WHEREAS, the Agency has identified a continued need for services and rentals of pumping equipment for emergency pump station work at Agency Pump stations, and other pumping projects at other Agency Facilities and throughout the Recycled Water Project Facilities; and

WHEREAS, the Parties wish to amend the Agreement by revising Exhibit A – Scope of work, extending the term to June 30, 2028, revising Exhibit B – Fee Schedule, and a dollar increase of \$255,000.00 for a total contract amount not to exceed \$350,000.00 to continue providing services identified in the Agreement;

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

1. Amend Section 1, “**Employment of CONTRACTOR**” to read as follows:

Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A – REVISED, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A – REVISED**

2. Amend Section 2, “**Term of Agreement**” to read as follows:

Term of Agreement. The term of this Agreement shall begin on **March 3, 2022** by CONTRACTOR and Agency, and will terminate on **June 30, 2028**, unless earlier terminated as provided herein.

3. Amend Section 3, “**Payment to CONTRACTOR**” to read as follows:

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 B - REVISED. The maximum amount payable to CONTRACTOR under this contract is **Three Hundred-Fifty Thousand Dollars no cents (\$350,000.00)**.

4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: _____
General Manager

Date: _____

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

By: _____
Assistant County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

*Contractor Business Name

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

Its: _____
(Print Name and Title)

Date: _____

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 per

EXHIBIT A – REVISED

Scope of services:

Provide labor, equipment, fuel, materials, and parts for projects at Agency Facilities including but not limited to, emergency & non-emergency pumping services at Agency pump stations, Recycled Water Project Facilities, and at any other Agency Facilities.

EXHIBIT B – REVISED

Fee Schedule:

- All rental rates for equipment shall be charged at the standard rate at time of quote.
- Materials, parts, etc. shall be charged at standard rate at time of quote.
- Initial Labor rates shall be set at:
 - Standard Time- \$90/hr
 - Overtime (1.5x)- \$135/hr
 - Double Time (2x) - \$180/hr

*Labor rates shall be reviewed at the end of each fiscal year and may be adjusted to reflect the necessity to align with standard rates, economic volatility, cost of living adjustments, etc. Adjustments shall be within reason and shall not exceed the rates charged to other customers.