

**AMENDMENT NO. 2  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
JGPG CORPORATION DBA GREENLINE UNDERGROUND PLUMBING VIDEO**

**THIS AMENDMENT NO. 2** to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and JGPG Corporation dba Greenline Underground Plumbing Video (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into a Standard Agreement with County on February 19, 2015 (hereinafter, "Agreement") to provide on-call grease trap and sewer lift station pumping to vacuum and dispose of wastewater and sludge; water jetting to clean grease traps, sewer lines, and sewer lift stations; and video inspections of sewer lines at County facilities (hereinafter, "services") through February 15, 2016 for an amount not to exceed \$15,000; and

**WHEREAS**, Agreement was amended by the Parties on February 19, 2016 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for two (2) additional years through February 15, 2018, to update the hourly rates, and to increase the Agreement amount by \$5,000 which resulted in a total not to exceed amount of \$20,000; and

**WHEREAS**, the County has a continued need for services; and

**WHEREAS**, the Parties wish to amend the scope of the Agreement to include storm drain pumping, storm drain jetting and storm drain and septic system video inspections, in accordance with Exhibit A-2, Scope of Services/Payment Provisions, which is attached and incorporated by this reference; and

**WHEREAS**, additional funding is necessary; and

**WHEREAS**, the CONTRACTOR'S hourly rates require an update effective March 1, 2017; and

**WHEREAS**, the Parties wish to further amend the Agreement to update the hourly rates and to increase the amount by \$300,000 for a total amount not to exceed \$320,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. In all places within the Agreement, any reference to Exhibit A-1 – Scope of Services/Payment Provisions is hereby replaced with Exhibit A-2 – Scope of Services/Payment Provisions, effective March 1, 2017.
2. Amend Paragraph 1.01 under 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 **Exhibit A – 2** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: **Provide On-call grease trap and sewer lift station pumping to vacuum and dispose of wastewater and sludge; water jetting to clean grease traps, sewer lines, and sewer lift stations; storm drain pumping, storm drain jetting and video inspection of sewer lines, septic systems and storm drains at County facilities.**

3. Amend Section 2.0, “Payment Provisions”, to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit 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 \$320,000.

4. Amend Paragraph 4.01 under Section 4.0, “Scope of Services and Additional Provisions”, to delete “Exhibit A-1 – Scope of Services/Payment Provisions” and add “Exhibit A-2 – Scope of Services/Payment Provisions”, effective March 1, 2017.
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 2 and the previous amendment shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_

Contracts/Purchasing Officer

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

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

By: \_\_\_\_\_

Brian P. Briggs  
Deputy County Counsel

Date: 2-2-17

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_

Auditor/Controller

Date: 2-2-17

**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.

JGPG Corporation

dba Greenline Underground Plumbing Video

Contractor's Business Name

By: \_\_\_\_\_

David R Phillips  
(Signature of Chair, President or Vice President)

Its: \_\_\_\_\_

DAVID R Phillips  
(Print Name and Title) **President**

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

1-31-17

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Kim Phillips  
(Print Name and Title) **Secretary  
TREASURER**

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

1-31-17

## EXHIBIT A – 2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between  
County of Monterey, hereinafter referred to as "County"  
and  
JGPG Corporation dba Greenline Underground Plumbing Video,  
hereinafter referred to as "CONTRACTOR"

### A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

On-call grease trap and sewer lift station pumping to vacuum and dispose of wastewater and sludge; water jetting to clean grease traps, sewer lines, and sewer lift stations; storm drain pumping, storm drain jetting and video inspection of sewer lines, septic systems and storm drains at County facilities.

### B. PAYMENT PROVISIONS

#### B.1 COMPENSATION/ PAYMENT

County shall pay a total amount not to exceed \$320,000 for the performance of all things necessary for or incidental to the performance of work as set forth in this Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms, effective March 1, 2017 through February 15, 2018:

Pricing for pumping Grease Trap and Lift Stations, any storm water facilities, and to provide hydro pumping, hauling away waste, and underground plumbing video of systems:

1,000 gallons \$475.00

2,000 gallons \$585.00

3,000 gallons \$695.00

5,000 gallons (See Truck Hourly Rate and Unloading Fee below)

Truck Hourly Rate:

3000 Gallon Truck \$199.00/hour (4 hour minimum)

Video Truck \$199.00/hour (4 hour minimum)

Hydro Truck \$199.00/hour (4 hour minimum)

Unloading Fee: \$.14/gallon (applies to 3,000 Gallon Truck)

All prices are for regular business hours 8:00 a.m. – 4:00 p.m.

After hours pricing will be charged at overtime rate:

## **EXHIBIT A – 2 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

Overtime rate is time and a half of the Truck Hourly Rate and Double Time rate applies after twelve (12) hours and will be on an as requested basis by an authorized County employee.

- Services will be on an as requested basis by an authorized County employee.
- Services may include the use of a video truck, vacuum truck, and or jetting truck as appropriate.
- Emergency services will be available twenty-four (24) hours a day, seven (7) days a week.
- Emergency response time will be within four (4) hours of CONTRACTOR receiving the request.
- Deliverables for the video inspection will include two (2) printed copies of the inspection report and two (2) electronic copies of the video inspection.
- Call outs will be charged as per the rates listed.

Sales Tax rate as per current California State Board of Equalization City and County Sales Tax rates.

There shall be no travel reimbursement 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 any other client for the same services performed by the same individuals.

### **B.2 CONTRACTOR'S BILLING PROCEDURES**

Payment shall be based upon satisfactory acceptance of the services provided.

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 Number (#MYA 3000 \*1570), Project name and associated Purchase Order number; and an original hardcopy shall be sent to the following:

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, California 93901

Any questions pertaining to invoices under the Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

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.

## **EXHIBIT A – 2 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

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.