

EXHIBIT-A

**To Agreement by and between
Monterey County Free Libraries, hereinafter referred to as “County”
AND
Farber Specialty Vehicles, Inc., hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

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:

See attached Quotes and payment provisions

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$370,000.00 (inclusive of taxes) and 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:

Payment to be made in the following manner;

- a. Upon the signing of this Agreement forty percent (40%) of total contract
One Hundred Thirty-Seven Thousand Seven Hundred Six DOLLARS (\$137,706.00).
- b. Upon delivery of the vehicle to the Purchaser.
Two Hundred Six Thousand Five Hundred Sixty DOLLARS (\$206,560.00).

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: 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.

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.