

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
B&T Service Station Contractors  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:**

WeatherTech Raceway Laguna Seca with New Fuel Pump Dispensers and POS System for the Track Paddock.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 100,000.00

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2020 to December 31, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** N/A

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

B&T Service Station Contractors  
1-1-2020 to 12-31-2020  
NTE: \$100,000.00

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, 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 Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **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.

*(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.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

**Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

**Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for 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: any proposed modifications to these 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.)*

9.04 **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.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance 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.

#### 10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 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 the 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.

## 13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b> Michael R. Derr Contracts/Purchasing Officer	<b>FOR CONTRACTOR:</b> Dan Chamberlain Service Manager
Name and Title 1488 Schilling Place Salinas, CA 93901	Name and Title 630 S. Frontage Road Nipomo, CA 93444
Address 831-755-4992	Address 805-668-0017
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.



- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: [Signature]  
Contracts/Purchasing Officer

Date: 1-9-2020

By: \_\_\_\_\_  
Department Head (if applicable)

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

By: [Signature]  
Deputy County Counsel

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

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 1/8/2020

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By: \_\_\_\_\_  
Risk Management

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

**CONTRACTOR**

B&T Service Station Contractors

Contractor's Business Name\*

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

CHRISTOPHER G. FASSE / PRESIDENT

Name and Title

Date: 01-06-2020

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

COLLEEN THOMPSON / ASSIST. SECRETARY

Name and Title

Date: 01-06-2020

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*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.

<sup>1</sup> Approval by County Counsel is required  
<sup>2</sup> Approval by Auditor-Controller is required  
<sup>3</sup> Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

## EXHIBIT A- SCOPE OF WORK- B&T Service Station Contractors

A.1.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original work, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

### A.1.2 CONTRACTOR RESPONSIBILITIES:

A.1.2.1 CONTRACTOR agrees to provide and install new Wayne Gasoline Dispensers and Verifone Ruby CI POS System within the Paddock Area of WeatherTech Raceway Laguna Seca, located at 1021 Monterey-Salinas Highway, Salinas, CA in accordance to the following conditions:

A.1.2.1.1 CONTRACTOR agrees to acquire the necessary Authority to Construct (ATC) from the Monterey Bay Air Resources District (MBARD); and

A.1.2.1.2 CONTRACTOR agrees to acquire the necessary minor modification permit from the Monterey County Environmental Health Bureau (MCEHB); and

A.1.2.1.3 CONTRACTOR shall provide and install One (1) Wayne 11-11 PR Helix Single Product, two-sided Dispenser w/EMV approved card readers; and

A.1.2.1.4 CONTRACTOR shall provide and install One (1) Wayne 22-22 PR Helix Dual Product, twosided Dispenser w/EMV approved card readers; and

A.1.2.1.5 CONTRACTOR shall provide and install Six (6) Venturi Coax Hoses, Whip Hoses, Nozzles and Breakaways; and

A.1.2.1.6 CONTRACTOR shall provide and install Two (2) Conversion Frames; and

A.1.2.1.7 CONTRACTOR shall provide and install One (1) Verifone Ruby CI POS Terminal/Controller with the following:

a.1.2.1.7.1 Help Desk and Software Contracts for the first year of the Agreement; and

a.1.2.1.7.2 One RS485 Interface Board; and

a.1.2.1.7.3 One (1) Cash Drawer; and

a.1.2.1.7.4 One (1) Customer Display Panel; and

a.1.2.1.7.5 One (1) Thermal Receipt Printer Unit; and

a.1.2.1.7.6 One (1) Battery Backup/Line Conditioner Unit; and

- a.1.2.1.7.7 All Cables and Adaptors necessary for a complete installation of the project; and
- a.1.2.1.7.8 One (1) Acumera AMG0010 MG3-V2 Merchant Gateway Network and Security Device (Secure Router); and
- a.1.2.1.7.9 One (1) Acumera AEQ0010 GS108Tv2 Managed Switch Unit; and
- a.1.2.1.7.10 One (1) Verifone MX-915 EMV approved PIN Pad Unit; and
- a.1.2.1.7.11 One (1) Year Onsite Service Contract included

A.1.2.8 CONTRACTOR shall be responsible for the removal of the existing Wayne Dispenser Units and the OPW Fuel Management System; and

A.1.2.9 CONTRACTOR shall be responsible for the installation of the Conversion Frames on the Fuel Island as required by MCEHB; and

A.1.2.10 CONTRACTOR agrees to install new Dispensers and POS System in accordance to the agreed upon Scope-of-Work (SOW); and

A.1.2.11 CONTRACTOR shall be responsible for performing the necessary Start-Up, Programming and Calibration of the newly installed Dispensers; and

A.1.2.12 CONTRACTOR shall be responsible for performing the necessary Start-Up, Programming and Training on the newly installed POS System; and

A.1.2.13 CONTRACTOR shall be responsible for performing the required testing of the system as required by MBARD; and

A.1.2.11 CONTRATOR shall ensure that the newly installed Conversion Frames are properly inspected and tested in accordance to the requirements established by MCEHB.

A.1.2.13 CONTRACTOR's Payment Provisions:

A.1.2.13.1 CONTRACTOR shall provide the County with written Invoices in accordance to the following payment schedule:

- |  |             |
|--|-------------|
| • Ten (10%) Deposit before Equipment is Ordered-                     | \$10,639.00 |
| • When the Equipment Ships from the Manufacture-                     | \$52,806.00 |
| • When Start-Up, Programming and Training has been Completed-        | \$ 9,859.00 |
| • Ten (10%) Retention due Thirty (30) Days after project Acceptance- | \$ 8,145.00 |
| Project Total: Includes applicable sales tax                         | \$81,449.00 |

A.1.3 COUNTY RESPONSIBILITIES:

A.1.3.1 County shall provide CONTRACTOR with the necessary access to the assigned work area free from disruptions; and

A.1.3.2 County shall be responsible for the branding graphics/decals for the Dispenser Units; and

A.1.4 MUTAL UNDERSTANDINGS:

A.1.4.1 County and CONTRACTOR agree that CONTRACTOR will re-utilize the existing conduits and wiring from the existing Dispenser Units for the New Units; and

A.1.4.2 County and CONTRACTOR agree that the required Network and Internet Connections to the Fuel Island will be provided by the County through another party; and

A.1.4.3 County and Contractor agree that any deficiencies found at the fuel island site that prevent the proper installation and/or operation, will be identified in writing to the County along with any associated costs to correct the deficiencies, and County must give written approval before the installation continues.

A.1.5 ADDITIONAL TERMS AND CONDITIONS:

A.1.5.1 **Plans, Specifications, and Permits.**

The project will be constructed according to plans and specifications which have been examined by the County and which have been or may be signed by the parties hereto. All required building permits to be obtained and paid for as stated in Section A.1.2 CONTRACTORS RESPONSIBILITY. County shall pay any required assessments and/or charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service and other utilities, including sewer and storm drain reimbursement, revolving fund charges, hook-up charges and the like.

A.1.5.2 **Labor and Material.**

CONTRACTOR shall pay all valid charges for labor and material incurred by CONTRACTOR and used in the construction project but is excused by County from this obligation for bills received in any period during which County is in arrears in making progress payments to CONTRACTOR. Should CONTRACTOR fail to make any payments required under this paragraph, County may make such payments on behalf of CONTRACTOR; and CONTRACTOR shall reimburse County for the amount actually paid on demand; but County shall not, by means of assignment or otherwise, be entitled to collect any greater amount from CONTRACTOR than the amount actually paid for labor or material under this paragraph. No waiver or release of mechanic's lien given by CONTRACTOR shall be binding until all payments due to CONTRACTOR have been made.

A.1.5.3 **Contract, Plans, and Specification.**

The Agreement, plans and job specifications are intended to supplement each other. In case of conflict, however, the plans shall control over the specifications, and the provisions of this Agreement shall control both.

A.1.5.4 **Extra Work.**

Should County, construction lender or any public body or inspector direct any modification or addition to the work covered by this Agreement, the cost shall be added to the Agreement price. Request for extra work shall be made in writing by Contractor and approved by the County in writing. Expenses incurred because of unusual or unanticipated ground conditions (such as fill, rock hard soil, or groundwater) shall be paid for by County as extra work. All Extra approved work shall be invoiced and paid at the completion of the project.

A.1.5.5 **Delay.**

CONTRACTOR shall be excused for any delay in completion of the Agreement caused by God, acts of County or County's agent(s), stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, failure of County to make payments promptly, or other contingencies unforeseen by CONTRACTOR and beyond the reasonable control of CONTRACTOR.

A.1.5.6 **Right to Stop Work.**

CONTRACTOR shall have the right to stop work if any payment shall not be made to CONTRACTOR under this Agreement; CONTRACTOR may keep the job idle until all payments due are received.

A.1.5.7 **Clean-up.**

Upon completion of the work, CONTRACTOR shall remove debris and surplus material from County's property and leave it in a neat and broom-clean condition.

A.1.5.8 **Taxes and Assessments.**

Taxes and special assessments of all descriptions will be paid by County.

A.1.5.9 **Warranty.**

CONTRACTOR shall provide a warranty of workmanship for a period of One (1) year from substantial completion. This warranty does not apply to any mechanical equipment or anything else that is supplied by CONTRACTOR, yet manufactured by others, and contains the supplier's own expressed warranty. No patent or latent defect claims can be honored for mechanical equipment.

\*\*\*\*\* END OF EXHIBIT-A \*\*\*\*\*