

**RENEWAL AGREEMENT & AMENDMENT #4
TO MASTER AGREEMENT
FOR PAINTING SERVICES
By and between
COUNTY OF MONTEREY
&
A AND A PAINTING**

This **RENEWAL AGREEMENT & AMENDMENT #4** is made to the MASTER AGREEMENT for the provision PAINTING SERVICES by and between A & A PAINTING, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the MASTER AGREEMENT expired pursuant to its terms on June 30, 2013; and

WHEREAS, the County and CONTRACTOR agree to renew the MASTER AGREEMENT retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

WHEREAS, the MASTER AGREEMENT expired pursuant to its terms on June 30, 2013; and

WHEREAS, the County and CONTRACTOR agree to renew the MASTER AGREEMENT retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. The AGREEMENT is renewed retroactive to July 01, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3.1, "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2010 with the option to extend the AGREEMENT for three (3) additional one (1) year periods.", is replaced with "**This Agreement shall be in full force and effect, commencing from June 3, 2008 through December 31, 2013.**".
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT and previously executed AMENDMENT's 1-3 are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 3, 2008.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: Owner

Signature of Chair, President, or
Vice-President

Dated: _____

Donald Freed

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: JUNE 26, 2013

Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: 6-26-13

Approved as to Liability Provisions:

Printed Name and Title

N/A

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Juan Kishbide

Deputy County Counsel

Dated: 6-26-13

*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.

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Approve and authorize the Contracts/Purchasing Officer to sign)
Agreements with A & A Painting, AIC Painting Corp., AR Painting,)
Inc., Jimenez Painting Co., and McLaughlin Painting, to provide on-)
call painting services and supplies for projects \$10,000 or less per)
project to the County of Monterey for the initial term of two (2) years,)
from the date of signing the Agreements through June 30, 2010,)
including the option to extend the Agreements for three (3) additional)
one (1) year periods, with a yearly aggregate value estimated not to)
exceed \$150,000 for all Agreements, in accordance with the terms and)
conditions set within each)
Agreement.....

Upon motion of Supervisor _____, seconded by Supervisor _____, and
carried by those members present, the Board hereby:

Approves and authorizes the Contracts/Purchasing Officer to sign Agreements with A & A Painting,
AIC Painting Corp., AR Painting, Inc., Jimenez Painting Co., and McLaughlin Painting, to provide
on-call painting services and supplies for projects \$10,000 or less per project to the County of
Monterey for the initial term of two (2) years, from the date of signing the Agreements through
June 30, 2010, including the option to extend the Agreements for three (3) additional one (1) year
periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in
accordance with the terms and conditions set within each Agreement.

PASSED AND ADOPTED on this 20th day of May 2008, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

I, Denise Pennell, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a
true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page ____ of Minute Book _____, on

_____.

Dated:

Denise Pennell, Interim Clerk of the Board of Supervisors, County of Monterey, State of California.

By _____
Deputy

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING: May 20, 2008 - Consent	AGENDA NO.:
SUBJECT: Approve and authorize the Contracts/Purchasing Officer to sign Agreements with A & A Painting, AIC Painting Corp., AR Painting, Inc., Jimenez Painting Co., and McLaughlin Painting, to provide on-call painting services and supplies for projects \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreement for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.	
DEPARTMENT: County Administrative Office	

RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the Contracts/Purchasing Officer to sign Agreements with A & A Painting, AIC Painting Corp., AR Painting, Inc., Jimenez Painting Co., and McLaughlin Painting, to provide on-call painting services and supplies for projects \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreements for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.

SUMMARY/DISCUSSION:

Approval of the recommended action will enable the County to obtain on-call painting services and supplies for projects \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreements for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.

Services will include preparation of surfaces and application of coatings to interior/exterior surfaces, patching interior/exterior surfaces, and related activities to the paint job, which require knowledge of paint techniques, tools, and materials. Each Agreement is based upon County requirements as set forth in the terms and conditions of RFP #10104. Each Agreement will be included in the Master Service Agreement schedule, eliminating the need for separate agreements for each County department. Based on historical usage, the yearly aggregate value is estimated not to exceed \$150,000 for all Agreements. Copies of each Agreement are on file with the Clerk of the Board.

OTHER AGENCY INVOLVEMENT:

County Counsel approved each Agreement as to form. Risk Management and the Auditor's Office have approved each Agreement.

FINANCING:

Based upon the historical usage, funds to be used for these services are estimated not to exceed the yearly aggregate value of \$150,000 for all Agreements. Expenditures will depend on the actual services requested by individual County departments.

Prepared by:

Michael Derr
Contracts/Purchasing Officer

Approved by:

Rosie Pando
Assistant County Administrative Officer

Candice C. Chin
Management Analyst II
Date: April 29, 2008

AMENDMENT #3 TO AGREEMENT

COUNTY OF MONTEREY & A&A PAINTING

THIS AMENDMENT is made to the AGREEMENT (RFP #10104) for the provision of **On Call Painting Services (\$10,000 or less per project)** between **A&A PAINTING**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for one (1) additional year.

WHEREAS, the County and CONTRACTOR previously amended the AGREEMENT via Amendment No. 1 and Amendment No. 2,

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3.1, "TERMS OF CONTRACT", shall be amended by removing "This AGREEMENT shall be in full force and effect, commencing from the time of the signed AGREEMENT through June 30, 2012." and replacing it with "**This AGREEMENT shall be in full force and effect, commencing from the time of the signed AGREEMENT through June 30, 2013.**"
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated February 13, 2008.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY


Contracts/Purchasing Officer
 Dated 5/1/12

CONTRACTOR

By Dave Tawne
 Company Representative

Printed Name Dave Tawne
 Dated 5/2/12

**AGREEMENT TO PROVIDE PAINTING SERVICES
\$10,000 or LESS
FOR THE COUNTY OF MONTEREY**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and A & A PAINTING, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10104) for on-call painting services \$10,000 or less per project in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP #10104 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10104. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP #10104 dated February 13, 2008
CONTRACTOR's Proposal dated March 4, 2008 including all attachments and exhibits,
to RFP #10104
AGREEMENT
Certificate of Insurance
Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General

Requirements and General Provisions, CONTRACTOR's Proposal (with all attachments and exhibits), RFP #10104, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

- 1.1 CONTRACTOR shall supply and supervise qualified painters to complete daily work assignments or project assignments.
 - 1.1.1 The County of Monterey shall not be responsible for the supervision of painters.
- 1.2 CONTRACTOR shall be able to supply personnel who are qualified to:
 - 1.2.1 prepare surfaces and apply coatings to both interior and exterior surfaces
 - 1.2.2 patch both interior and exterior surfaces.
- 1.3 All painters are required to have knowledge of painting techniques, related tools, and materials, with a minimum of two years experience.
- 1.4 Additional duties shall consist of but are not limited to:
 - 1.4.1 receiving daily work assignment(s)
 - 1.4.2 reviewing work site
 - 1.4.3 planning the work process
 - 1.4.4 preparing the work area
 - 1.4.5 moving furniture as needed
 - 1.4.6 assuring adequate ventilation
 - 1.4.7 masking and surface protection of areas not being painted
 - 1.4.8 protecting hardware, furniture, and equipment
 - 1.4.9 leaving work area clean and free of debris at the end of each workday.
 - 1.4.10 clean up of work area upon completion of each job.
- 1.5 CONTRACTOR shall adhere to appropriate safety precautions and requirements needed to do the assigned job.
 - 1.5.1 CONTRACTOR is responsible to supply safety equipment as necessary to accomplish the work assignment.
- 1.6 CONTRACTOR's employees shall be required to be properly identified by painters' pants and shirts preferably with name of company on the uniforms which shall be worn at all times.
 - 1.6.1 The County shall not supply uniforms.
- 1.7 CONTRACTOR's workmanship shall meet the best standard practices of the trade.
- 1.8 CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.
- 1.9 Any damage caused by CONTRACTOR shall be repaired by CONTRACTOR in an appropriate and timely manner.

- 1.10 CONTRACTOR is expected to work hours that may vary due to the location of the work assignment.
 - 1.10.1 Specified work time(s) may be required
 - 1.10.2 Work performed shall be approved by the requesting department/division.
- 1.11 CONTRACTOR is required to ensure that all services, costs, and materials shall, at minimum, meet the specifications for State of California, State Contractors Board, CAL/OSHA regulations and JACO regulations, as applicable.
- 1.12 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

2.0 BACKGROUND CLEARANCE

- 2.1 CONTRACTOR shall submit appropriate background clearances for all personnel required to work within County facilities that are deemed restricted or high security.
 - 2.1.1 A California licensed Investigator shall perform the required background check(s), which shall then be submitted to the County prior to the personnel being allowed to work within County facilities.
- 2.2 CONTRACTOR is responsible for the cost of the background check(s).
 - 2.2.1 Exception: personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to the CONTRACTOR. The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2010 with the option to extend the AGREEMENT for three (3) additional one (1) year periods.
- 3.2 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.
- 3.3 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any rate and/or terms and conditions changes.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with "EXHIBIT A - PRICING SCHEDULE" attached hereto.
- 4.2 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.
- 4.3 Projects completed under the AGREEMENT shall not exceed \$10,000 per project.
 - 4.3.1 Price quoted for assignments shall remain in effect for a minimum of thirty (30) days.
- 4.4 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 4.5 Invoice amounts shall be billed directly to the ordering department.
- 4.6 CONTRACTOR shall reference the AGREEMENT number and RFP #10104 on all invoices submitted to the County. 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.

5.0 PREVAILING WAGES

If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

6.0 ADDITION OF QUALIFIED CONTRACTOR (S)

County retains the ability, at its sole discretion, to add qualified contractors at any time for selection and execution of an agreement provided the contractor meets the minimum requirements of the County of Monterey.

7.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. CONTRACTOR shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this AGREEMENT.

8.0 INSURANCE

8.1 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

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 such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

8.2 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 Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

8.3 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:

8.3.1 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.

- 8.3.2 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.
- 8.3.3 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.
- 8.3.4 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.

8.4 Other Insurance 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.

- 8.5 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.
- 8.6 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.

- 8.7 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.
- 8.8 CONTRACTOR shall at all times 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.

9.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Contracts/Purchasing Officer
County of Monterey Contracts/Purchasing Division
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969

TO THE CONTRACTOR:

A & A PAINTING
344 Salinas St. Ste. 105-I
Salinas, CA 93901
Tel No: 831-757-2878
Fax No: 831-757-2878

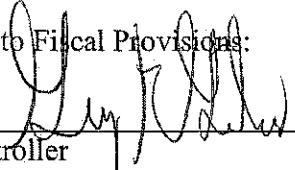
IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY



Contracts/Purchasing Officer

Dated: 6.3.08

Approved as to Fiscal Provisions:


Auditor/Controller

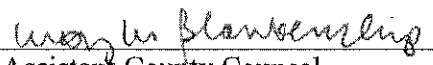
Dated: 5-6-08

Approved as to Liability Provisions:

Risk Management

Dated: _____

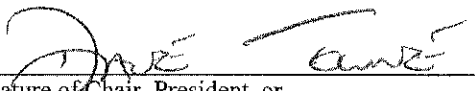
Approved as to Form:



Assistant County Counsel

Dated: 4/18/08

CONTRACTOR

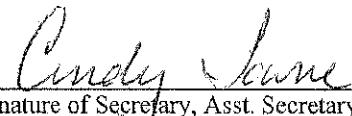
By: 

Signature of Chair, President, or Vice-President

Dave Towne CEO

Printed Name and Title

Dated: 4/15/08

By: 

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

Cindy Towne CFO

Printed Name and Title

Dated: 4/15/08

*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.

EXHIBIT A – PRICING SCHEDULE

A & A PAINTING	
	Price
Hourly Rate	\$89.00
Supplemental Hourly. Rate	None
Supervisor Hourly Rate (if any)	\$89.00
Shift Differential	None
Travel Time	None

PAINTING PRODUCT – Kelly Moore	
Product	Price Per Gal.
Exterior Finishes	
1240 Acrylic Flat	\$21.22
1250 Acrylic Semi gloss	\$28.34
1245 Acrylic Low Sheen	\$27.44
1680 Acrylic Gloss	\$31.84

Primers-Exterior	
Zinser 123 Acrylic	\$22.50
Zinser Coverstain Alkyd	\$22.22

Interior Latex	
550 Flat	\$18.75
1010 Eggshell	\$23.72
1650 Semi-Gloss	\$23.71
1680 Gloss	\$31.84

Interior Oil Base	
6630 Semi-Gloss	\$37.29

**RENEWAL AGREEMENT & AMENDMENT #4
TO MASTER AGREEMENT
FOR PAINTING SERVICES
By and between
COUNTY OF MONTEREY
&
MCLAUGHLIN PAINTING**

This **RENEWAL AGREEMENT & AMENDMENT #4** is made to the MASTER AGREEMENT for the provision of PAINTING SERVICES by and between MCLAUGHLIN PAINTING, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the MASTER AGREEMENT expired pursuant to its terms on June 30, 2013; and

WHEREAS, the County and CONTRACTOR agree to renew the MASTER AGREEMENT retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

WHEREAS, the MASTER AGREEMENT expired pursuant to its terms on June 30, 2013; and

WHEREAS, the County and CONTRACTOR agree to renew the MASTER AGREEMENT retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. The AGREEMENT is renewed retroactive to July 01, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3.1, "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2010 with the option to extend the AGREEMENT for three (3) additional one (1) year periods.", is replaced with "**This Agreement shall be in full force and effect, commencing from June 3, 2008 through December 31, 2013.**".
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT and previously executed AMENDMENT's 1-3 are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 3, 2008.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: Paul McLaughlin
Signature of Chair, President, or Vice-President

Dated: _____

Paul McLaughlin, Owner
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6/26/13

Deputy Auditor/Controller

By: Sherry Pennyman
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Dated: 6-26-13

Approved as to Liability Provisions:

Sherry Pennyman, Office Administrator
Printed Name and Title

N/A
Risk Management

Dated: 6/26/13

Dated: _____

Approved as to Form:

Shari Kirkbride
Deputy County Counsel

Dated: 6-26-13

*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.

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Approve and authorize the Contracts/Purchasing Officer to sign)
Agreements with A & A Painting, AIC Painting Corp., AR Painting,)
Inc., Jimenez Painting Co., and McLaughlin Painting, to provide on-)
call painting services and supplies for projects \$10,000 or less per)
project to the County of Monterey for the initial term of two (2) years,)
from the date of signing the Agreements through June 30, 2010,)
including the option to extend the Agreements for three (3) additional)
one (1) year periods, with a yearly aggregate value estimated not to)
exceed \$150,000 for all Agreements, in accordance with the terms and)
conditions set within each)
Agreement.....

Upon motion of Supervisor _____, seconded by Supervisor _____, and
carried by those members present, the Board hereby:

Approves and authorizes the Contracts/Purchasing Officer to sign Agreements with A & A Painting, AIC Painting Corp., AR Painting, Inc., Jimenez Painting Co., and McLaughlin Painting, to provide on-call painting services and supplies for projects \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreements for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.

PASSED AND ADOPTED on this 20th day of May 2008, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

I, Denise Pennell, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page ____ of Minute Book _____, on

_____.

Dated:

Denise Pennell, Interim Clerk of the Board of Supervisors, County of Monterey, State of California.

By _____
Deputy

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING: May 20, 2008 - Consent

AGENDA NO.:

SUBJECT: Approve and authorize the Contracts/Purchasing Officer to sign Agreements with A & A Painting, AIC Painting Corp., AR Painting, Inc., Jimenez Painting Co., and McLaughlin Painting, to provide on-call painting services and supplies for projects \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreement for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.

DEPARTMENT: County Administrative Office

RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the Contracts/Purchasing Officer to sign Agreements with A & A Painting, AIC Painting Corp., AR Painting, Inc., Jimenez Painting Co., and McLaughlin Painting, to provide on-call painting services and supplies for projects \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreements for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.

SUMMARY/DISCUSSION:

Approval of the recommended action will enable the County to obtain on-call painting services and supplies for projects \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreements for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.

Services will include preparation of surfaces and application of coatings to interior/exterior surfaces, patching interior/exterior surfaces, and related activities to the paint job, which require knowledge of paint techniques, tools, and materials. Each Agreement is based upon County requirements as set forth in the terms and conditions of RFP #10104. Each Agreement will be included in the Master Service Agreement schedule, eliminating the need for separate agreements for each County department. Based on historical usage, the yearly aggregate value is estimated not to exceed \$150,000 for all Agreements. Copies of each Agreement are on file with the Clerk of the Board.

OTHER AGENCY INVOLVEMENT:

County Counsel approved each Agreement as to form. Risk Management and the Auditor's Office have approved each Agreement.

FINANCING:

Based upon the historical usage, funds to be used for these services are estimated not to exceed the yearly aggregate value of \$150,000 for all Agreements. Expenditures will depend on the actual services requested by individual County departments.

Prepared by:

Approved by:

Michael Derr
Contracts/Purchasing Officer

Rosie Pando
Assistant County Administrative Officer

Candice C. Chin
Management Analyst II
Date: April 29, 2008

AMENDMENT #3 TO AGREEMENT

COUNTY OF MONTEREY & McLAUGHLIN PAINTING

THIS AMENDMENT is made to the AGREEMENT (RFP #10104) for the provision of **On Call Painting Services (\$10,000 or less per project)** between **McLaughlin Painting**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".


WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for one (1) additional year.

WHEREAS, the County and CONTRACTOR previously amended the AGREEMENT via Amendment No. 1 and Amendment No. 2,

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

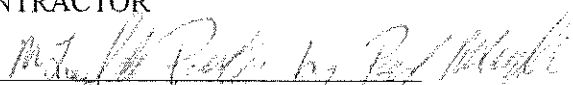
1. Section 3.1, "TERMS OF CONTRACT", shall be amended by removing "This AGREEMENT shall be in full force and effect, commencing from the time of the signed AGREEMENT through June 30, 2012." and replacing it with "**This AGREEMENT shall be in full force and effect, commencing from the time of the signed AGREEMENT through June 30, 2013.**"
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated February 13, 2008.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY


 Contracts/Purchasing Officer

Dated 5-11-12

CONTRACTOR
 By 

 Company Representative
 Printed Name McLaughlin Painting, Inc. Paul McLaughlin
 Dated 5-3-12

**AGREEMENT TO PROVIDE PAINTING SERVICES
\$10,000 or LESS
FOR THE COUNTY OF MONTEREY**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and **MCLAUGHLIN PAINTING**, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10104) for on-call painting services \$10,000 or less per project in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP #10104 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10104. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP #10104 dated February 13, 2008
CONTRACTOR's Proposal dated February 18, 2008 including all attachments and exhibits, to RFP #10104
AGREEMENT
Certificate of Insurance
Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General

Requirements and General Provisions, CONTRACTOR's Proposal (with all attachments and exhibits), RFP #10104, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

- 1.1 CONTRACTOR shall supply and supervise qualified painters to complete daily work assignments or project assignments.
 - 1.1.1 The County of Monterey shall not be responsible for the supervision of painters.
- 1.2 CONTRACTOR shall be able to supply personnel who are qualified to:
 - 1.2.1 prepare surfaces and apply coatings to both interior and exterior surfaces
 - 1.2.2 patch both interior and exterior surfaces.
- 1.3 All painters are required to have knowledge of painting techniques, related tools, and materials, with a minimum of two years experience.
- 1.4 Additional duties shall consist of but are not limited to:
 - 1.4.1 receiving daily work assignment(s)
 - 1.4.2 reviewing work site
 - 1.4.3 planning the work process
 - 1.4.4 preparing the work area
 - 1.4.5 moving furniture as needed
 - 1.4.6 assuring adequate ventilation
 - 1.4.7 masking and surface protection of areas not being painted
 - 1.4.8 protecting hardware, furniture, and equipment
 - 1.4.9 leaving work area clean and free of debris at the end of each workday.
 - 1.4.10 clean up of work area upon completion of each job.
- 1.5 CONTRACTOR shall adhere to appropriate safety precautions and requirements needed to do the assigned job.
 - 1.5.1 CONTRACTOR is responsible to supply safety equipment as necessary to accomplish the work assignment.
- 1.6 CONTRACTOR's employees shall be required to be properly identified by painters' pants and shirts preferably with name of company on the uniforms which shall be worn at all times.
 - 1.6.1 The County shall not supply uniforms.
- 1.7 CONTRACTOR's workmanship shall meet the best standard practices of the trade.
- 1.8 CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.
- 1.9 Any damage caused by CONTRACTOR shall be repaired by CONTRACTOR in an appropriate and timely manner.

- 1.10 CONTRACTOR is expected to work hours that may vary due to the location of the work assignment.
 - 1.10.1 Specified work time(s) may be required
 - 1.10.2 Work performed shall be approved by the requesting department/division.
- 1.11 CONTRACTOR is required to ensure that all services, costs, and materials shall, at minimum, meet the specifications for State of California, State Contractors Board, CAL/OSHA regulations and JACO regulations, as applicable.
- 1.12 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

2.0 BACKGROUND CLEARANCE

- 2.1 CONTRACTOR shall submit appropriate background clearances for all personnel required to work within County facilities that are deemed restricted or high security.
 - 2.1.1 A California licensed Investigator shall perform the required background check(s), which shall then be submitted to the County prior to the personnel being allowed to work within County facilities.
- 2.2 CONTRACTOR is responsible for the cost of the background check(s).
 - 2.2.1 Exception: personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to the CONTRACTOR. The required background checks shall be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2010 with the option to extend the AGREEMENT for three (3) additional one (1) year periods.
- 3.2 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.
- 3.3 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any rate and/or terms and conditions changes.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with "EXHIBIT A - PRICING SCHEDULE" attached hereto.
- 4.2 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.
- 4.3 Projects completed under the AGREEMENT shall not exceed \$10,000 per project.
 - 4.3.1 Price quoted for assignments shall remain in effect for a minimum of thirty (30) days.
- 4.4 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 4.5 Invoice amounts shall be billed directly to the ordering department.
- 4.6 CONTRACTOR shall reference the AGREEMENT number and RFP #10104 on all invoices submitted to the County. 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.

5.0 WARRANTY

- 5.1 CONTRACTOR provides a three (3) year warranty against chipping, peeling, flaking, excessive chalking or blistering.
- 5.2 If any of the above problems occur on areas CONTRACTOR has painted, CONTRACTOR shall determine the cause and if it meets the terms of this warranty, CONTRACTOR shall supply labor and materials to re-coat the defective areas at no cost to the County.
- 5.3 Warranty covers normal wear and tear only.

addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

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 such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.2 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 Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.3 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:

9.3.1 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.

9.3.2 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.

9.3.3 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.

9.3.4 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.

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 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Contracts/Purchasing Officer
County of Monterey Contracts/Purchasing Division
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969

TO THE CONTRACTOR:

MCLAUGHLIN PAINTING
18395 Meadow Ridge Road
Salinas, CA 93907
Tel. No. 831-424-4119
FAX No. 831-755-1662

EXHIBIT A – PRICING SCHEDULE

MCLAUGHLIN PAINTING	
	Price
Hourly Rate	\$75.00
Supervisor Hourly Rate (if any)	\$75.00
Shift Differential	NONE
Travel Time	NONE
Hourly rates are based on 8-hour days. For any job that equals less than 8 hours during the day, an additional \$5.00 per hour is charged.	

PAINTING PRODUCT - KELLY MOORE	
Product	Price Per Gal.
Exterior Finishes	
1240 Premium flat latex	\$17.03
1245 Low sheen	\$17.75
1250 Semi-Gloss	\$21.78

Primers-Exterior

220 Oil wood Primer	\$26.34
247 Acrylic Masonry Primer	\$20.32
250 All Purpose 100% Acrylic	\$21.87
255 Stain Resistant Acrylic	\$22.51
239 Water base Surface Cond.	\$21.69
Seal Krete - (5 gal.)	\$77.16

Interior Latex

550 Flat	\$14.97
1010 Eggshell	\$17.46
1040 Satin	\$20.08
1650 Semi-Gloss	\$24.95

Interior Oil Base

6630 Semi-Gloss	\$32.08
6620 Satin	\$34.60

Any other products required for the job shall be quoted at "SALES PRICE". McLaughlin does not mark up the products purchased.