

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**(NOT TO EXCEED \$100,000)**

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Frank J. Conte dba Conte's Generator Service

(hereinafter "CONTRACTOR").

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

1. **SERVICES TO BE PROVIDED.** 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 services are generally described as follows:

Provide regular preventative maintenance and emergency repairs and parts for the diesel generators located at the pumping stations that the Monterey County Department of Public Works operates and maintains.

2. **PAYMENTS BY COUNTY.** 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 \$ 25,000.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from 10/1/2010 to 10/1/2011, 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.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** 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     Preventative Service/Maintenance Agreement

5. **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. PAYMENT CONDITIONS.**

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may 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 as the County may require. The Contract Administrator or his or her designee 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.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## **7. 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.

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.

8. **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. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## **9. INSURANCE.**

### **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.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☐ Exemption/Modification (Justification attached; subject to 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.

☐ Exemption/Modification (Justification attached; subject to 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.

☐ Exemption/Modification (Justification attached; subject to approval).

9.04. 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.

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 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.

## **10. RECORDS AND CONFIDENTIALITY.**

10.01. 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.

10.02. 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.

10.03. 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.

10.04. 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.

10.05. 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. **NON-DISCRIMINATION.** 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. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** 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. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times 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 particular 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. **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:

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst II	Frank J. Conte, Owner
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 W. Alisal Street, 2nd Floor Salinas, CA 93901	Conte's Generator Service P.O. Box 1469 Monterey, CA 93942
Address	Address
(831) 755-8966	(831) 375-1463
Phone	Phone

15. **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 professional 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.
- 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.

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

**COUNTY OF MONTEREY**

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

Contracts/Purchasing Officer

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

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

Department Head (if applicable)

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

Approved as to Form<sup>1</sup>

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

County Counsel

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

Approved as to Fiscal Provisions<sup>2</sup>

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

Auditor/Controller

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

Approved as to Liability Provisions<sup>3</sup>

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

Risk Management

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

**CONTRACTOR**

Frank J. Conte dba Conte's Generator Service

Contractor's Business Name\*

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

(Signature of Chair, President, or Vice-President)\*

Frank J. Conte Gen  
Name and Title

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

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

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

Laurel R Conte owner  
Name and Title

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

ENTERED

OCT 05 2010

CCC

\*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.

<sup>1</sup>Approval by County Counsel is required only if changes are made to the standard provisions of the PSA

<sup>2</sup>Approval by Auditor/Controller is required

<sup>3</sup>Approval by Risk Management is required only if changes are made in paragraph 8 or 9



## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **Frank J. Conte DBA Conte's Generator Service**

Conte's Generator Service will provide both regular preventative maintenance and emergency repairs and parts for the diesel generators located at the pumping stations that the Monterey County Department of Public Works operates and maintains. These locations are listed in Exhibit B, Page 3.

Preventative maintenance will be per the attached annual Preventative Service/Maintenance Agreement, and rate schedule, (Exhibit B).

Emergency repairs are to be available 7 days a week, 24 hours a day. Emergency repairs will be on a requested basis, by an authorized County employee, as needed. Emergency response time is to be within 4 hours of Conte's Generator Service receiving the request. If this time frame cannot be met, Conte's Generator Service will contact the County employee requesting the repair as soon as practical.

Emergency call-outs will be charged per the attached rate schedule, (Exhibit B, Page 2).

The amount of the Agreement is as follows: \$6,300.00 for regular, preventative maintenance, with the remaining \$18,700.00 available for emergency repairs and parts, as needed for a total not to exceed amount of \$25,000.00.

## EXHIBIT B

## Conte's Generator Service

P.O. Box 1469

Monterey, CA 93942

831-375-1463/FAX: 831-392-0890

contesgenerator.com

## PREVENTATIVE/SERVICE MAINTENANCE AGREEMENT

X ANNUALLY \_\_\_\_\_ SEMI-ANNUAL \_\_\_\_\_ QUARTERLY \_\_\_\_\_

Date contract submitted \_\_\_\_\_ Date contract accepted \_\_\_\_\_

Contract annual amount \$ \$6,300.00 Total semi-annual amount \$ \_\_\_\_\_

This service agreement is being entered into by and between CONTE'S GENERATOR and the customer named herein for the purpose of inspecting and servicing each engine generator sets and their associated equipment, i.e. control panel and safety gauges.

Monterey County Resource Mgt. Co.

CUSTOMER/COMPANY NAME \_\_\_\_\_

BUILDING or EQUIPMENT ADDRESS Sites listed on Service Schedule 2006

BILLING ADDRESS 168 W. Alisal Street, Salinas, CA 93901

Upon acceptance of this agreement, CONTE'S GENERATOR will render the services listed. The equipment is to be inspected annually during normal business hours as specified herein for the duration of this agreement. This inspection will include:

1. Oil analysis\*
2. Change engine oil and filters\*
3. Drain fuel sediment bowl
4. Check cooling system level\*
5. Check air filter element (s): Clean or replace as needed.
6. Check belt tension
7. Change fuel filters\*
8. Clean crankcase breather
9. Lubricate water pump (s) and idler pulley
10. Check valve clearance \*/\*\*
11. Clean and lubricate linkages
12. Test safety controls
13. Lubricate fan hub and idler pulley bearings
14. Check engine mounting and alignment
15. Check thermostat operation
16. Check compression \*/\*\*
17. Change spark plugs as needed \*/\*\*
18. Adjust and check timing
19. Inspect distributor cap and rotor \*\*\*
20. Set frequency
21. Inspect and clean field windings and armature\*
22. Check exhaust back pressure\*
23. Inspect, clean and test switch gear and service controller, contacts and relay's
24. Service and clean batteries and all grounds and connections.

## EXHIBIT B

Page 2

After completion of each inspection a report of this inspection will be submitted to the customer describing the service performed. Customer approved additional parts and labor, if any, will be included in the report. Parts required, but not specifically mentioned above and labor will be charged to the customer at regular rates.

CONTE'S GENERERATOR is available with service and parts for this equipment on a 24-hour emergency basis.

LABOR RATE (Charged from time out to time in)

Straight Time ..... \$130.00

Overtime (after 5:00 pm & Saturday) ..... \$190.00

Mileage \$75.00 min. after 100 mi. \$1.50 per mile Emergency after 5:00 pm. Sundays and Holidays \$260.00 per hour

Any repairs required between regular inspections will be provided at regular rates for parts and labor plus the established traveling charges from service center to location of generator.

It is understood that this agreement does not include any parts, labor or traveling expenses other than those specifically mentioned above. It does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, or altering the equipment. CONTE'S GENERATOR shall not be responsible for failure to tender the service for causes beyond its control, including strikes and labor disputes. This agreement is not assignable except to an affiliate of Customer without the prior written consent of CONTE'S GENERATOR and will remain in force until canceled by either party with 30 days written notice to the other. Maintenance service will be invoiced and payment due after completion of each inspection.

Customer hereby agrees to indemnify and hold CONTE'S GENERATOR harmless of and from any and all claims, demands, liabilities, loss, damage or expense, paid or incurred, arising from Customer's sole negligence or willful misconduct as a result of testing the equipment. None of the foregoing shall relieve CONTE'S GENERATOR of or from liability resulting from any negligence of CONTE'S GENERATOR, in connection with the performance of the scheduled maintenance called for herein. CONTE'S GENERATOR shall be responsible for incidental and consequential damages resulting in whole or in part from CONTE'S GENERATOR acts of omissions. This agreement is not binding until signed by CONTE'S GENERATOR and the Customer and shall terminate after the expiration of one (1) year from the date Customer signs the agreement or One (1) year from the date of the first inspection. Whichever occurs last.

CUSTOMER REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

ACCEPTED BY: CONTE'S GENERATOR: \_\_\_\_\_

BY: \_\_\_\_\_  
FRANK J. CONTE, OWNER

DATE: \_\_\_\_\_

## EXHIBIT B

Monterey County Resource  
Management Agency  
168 W. Alisal Street  
Salinas, CA 93901  
FAX: 751-0332

Conte's Generator Service  
P.O. Box 1469  
Monterey, CA 93942  
License #743207  
831-375-1463/FAX: 831-392-0890  
GENERATOR SERVICE SCHEDULE 2006

GENERATOR SITE	GEN SET KW	GENERATOR TYPE	ANNUAL SERVICE
1. Portable yard	20 Kw	Generac S/N 825023	\$750.00
2. Portable yard	45 Kw	Marathon S/N PM3163559	\$950.00
3. Boranda Oaks	60 Kw	Olympian S/N 2028903	\$1,400.00
4. Los Lomas lift station	85 Kw	Kohler S/N 174681	\$1,600.00
5. Pajaro lift station	85 Kw	Kohler S/N 174767	\$1,600.00

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TOTAL AMOUNT OF SERVICE CONTRACT: \$6,300.00.

**ACORD CERTIFICATE OF LIABILITY INSURANCE**OP ID EJ  
CONTE01DATE (MM/DD/YYYY)  
09/30/10

PRODUCER  
G.L. Anderson Ins. Svcs., Inc.  
Professional Insurance Assoc.  
193 Blue Ravine Rd Suite 210  
Folsom CA 95630  
Phone: 916-353-5130 Fax: 916-353-5135

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
  
Conte's Generator Service  
Laurel  
P.O. Box 1469  
Monterey CA 93942

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: USF&G/St. Paul  
INSURER B: Evanston Ins. Co.  
INSURER C:  
INSURER D:  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING  
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR  
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH  
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A	GENERAL LIABILITY	LGBGL82276R1	09/28/10	09/28/11	EACH OCCURRENCE	\$ 1,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000		
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000		
					PERSONAL & ADV INJURY	\$ 1,000,000		
					GENERAL AGGREGATE	\$ 2,000,000		
					PRODUCTS - COMP/OP AGG	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$		
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$		
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$		
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$		
	<input type="checkbox"/> HIRED AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS							
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$		
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$		
					AUTO ONLY: AGG	\$		
B	EXCESS/UMBRELLA LIABILITY	XOBW3205110	09/28/10	09/28/11	EACH OCCURRENCE	\$ 3,000,000		
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 3,000,000		
						\$		
	<input type="checkbox"/> DEDUCTIBLE					\$		
	<input type="checkbox"/> RETENTION \$					\$		
						\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$		
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$		
	OTHER				E.L. DISEASE - POLICY LIMIT	\$		

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Monterey, Officers and employees are shown as Additional Insured  
for General Liability per form CG20330704 attached.

Monterey County Public Works

Job Description: Various Sites Monterey County

\*10 Day Notice of Cancellation Applies for Non Payment of Premium

## CERTIFICATE HOLDER

## CANCELLATION

County of Monterey  
Department of Public Works  
ATTN: B.J. Rhatigan  
168 W. Alisal 2nd Floor  
Salinas CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL  
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

# USF INSURANCE COMPANY

## ENDORSEMENT

This Endorsement Changes the Policy - Please Read it Carefully

### PRIMARY AND NON-CONTRIBUTING INSURANCE (Third-Party's Sole Negligence)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD LIABILITY COVERAGE PART  
BUSINESSOWNERS LIABILITY COVERAGE FORM

The following is added to Section IV - Commercial General Liability Conditions, Paragraph 4:

#### Section IV: Commercial General Liability Conditions

##### 4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

COUNTY OF MONTEREY  
168 WEST ALISAL  
2ND FLOOR  
SALINAS CA 93901

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third Party for whom you are performing work."

All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of the policy unless otherwise stated herein. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: LGBGL82276

Named Insured:

Endorsement Effective Date:

---

Authorized Representative

Endorsement Serial No. USF 001 397 0201





# CERTIFICATE OF INSURANCE

EFFECTIVE DATE  
OF CERTIFICATE

12/04/09

ALLSTATE INSURANCE COMPANY  
HOME OFFICE - NORTHBROOK, IL 60062  
hereby certifies that the following insurance is in force:

POLICYHOLDER

POLICY NUMBER

POLICY PERIOD

FRANK CONTE  
DBA CONTE'S GENERATOR SER  
106 CALERA CANYON ROAD  
SALINAS, CA 93908-9433

048693916 BAP

12/04/09 TO 12/04/10  
AT 12:01 A.M. STANDARD TIME

The person or organization designated below is described in the policy as:

COUNTY OF MONTEREY ITS AGENTS  
OFFICERS AND EMPLOYEES  
168 W ALISAL 2ND FLR  
SALINAS, CA 93901-2487

- |                                     |                                  |
|-------------------------------------|----------------------------------|
| <input type="checkbox"/>            | LIENHOLDER (Loss Payable Clause) |
| <input checked="" type="checkbox"/> | ADDITIONAL INTERESTED PARTY      |
| <input type="checkbox"/>            | ADDITIONAL INSURED               |
| <input type="checkbox"/>            | CERTIFICATE HOLDER               |

Coverages designated are afforded as stated below:

LIABILITY: \$1,000,000 EACH ACCIDENT

AS THEIR INTEREST MAY APPEAR

To the person or organization stated above:

This policy, as respects the interest of the loss payee, additional interested party, additional insured or certificate holder named herein, may be cancelled by the Company during the policy period by giving such person or organization 10 days, or whatever longer period of time prescribed by state law.

Proof of such mailing is deemed sufficient proof of such notice.

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy referred to above.

3U1380  
05/06)

PAGE 1 OF 1





POLICY NUMBER 048693916

COMMERCIAL AUTO

CG20 480299

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
 GARAGE COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM  
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

### SCHEDULE

Insurance Company	ALLSTATE INSURANCE CO	Countersigned By:
Effective Date	December 04, 2009	
Policy Number	048693916 BAP	(Authorized Representative)
Expiration date	DECEMBER 04, 2009	
Named Insured	FRANK CONTE	DBA CONTE's GENERATOR SER
Address	106 CALERA CANYON ROAD	
	SALINAS, CA 93905	
Additional Insured (Lessor)	THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND EMPLOYEES IT IS UNDERSTOOD AND AGREED THAT THE INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.	
Designation or Description	County of Monterey	

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

CG 20 48 02 99

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Page 1 of 1

Coverages	Limit Of Insurance
Liability	\$1,000,000 EACH "ACCIDENT"
Personal Injury Protection (or equivalent no-fault coverage)	\$
Comprehensive	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered "Leased Auto"
Collision	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered "Leased Auto"
Specified Causes of Loss	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered "Leased Auto"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

#### A. Coverage

- Any "leased auto" designated or described in the Schedule or in the Declarations will be considered a covered "auto" you own and not a covered "auto" you hire or borrow. For a covered "auto" that is a "leased auto" **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

#### B. Loss Payable Clause

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

- If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the policy, we will mail notice to the lessor.
- Cancellation ends this agreement.

- The lessor is not liable for payment of your premiums.

#### E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.



CERTHOLDER COPY

RECEIVED

NG

SEP 24 2010

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

RESOURCE MANAGEMENT AGENCY  
PUBLIC WORKS - ADMIN

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-01-2010

GROUP: 000238  
POLICY NUMBER: 0001525-2010  
CERTIFICATE ID: 28  
CERTIFICATE EXPIRES: 10-01-2011  
10-01-2010/10-01-2011COUNTY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS  
168 W ALISAL ST 2ND FL  
SALINAS CA 93901-2438

NG

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
Authorized Representative  
Interim President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2009-10-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:  
COUNTY OF MONTEREY

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2004 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

CONTE, FRANK J AND CONTE, LAUREL R. DBA: NG  
CONTE'S GENERATOR SERVICE  
PO BOX 1469  
MONTEREY CA 93942

PRINTED : 09-17-2010

M0408



# COUNTY OF MONTEREY

## PURCHASE ORDER

ORDER DATE 10-26-2010

BSC 3000 0000001263

### IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST  
APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,  
TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

FRANK J CONTE  
CONTES GENERATOR SERVICE  
P O Box 1469  
Monterey CA 93942

RECEIVED  
OCT 26 2010

S  
H  
P  
O  
PUBLIC WRK  
168 W. ALISAL ST.,  
2ND FLOOR  
SALINAS CA 93901

B  
I  
L  
O  
PUBLIC WRK  
168 W ALISAL ST  
2ND FLOOR  
SALINAS CA 93901

VENDOR NUMBER: CV000001760

RMA FINANCE

DELIVERY DATE:

F.O.B.:

cc: Mosier File PSA File  
Consultant, electric to D. Medina,  
B. Rethgen, E. Martinez.

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0			PURCH DESC: *****CHANGE ORDER***** **DECREASE THE PO TO \$10,000.00** BLANKET SERVICE CONTRACT issued to Frank J conte DBA Conte's Generator Service for the furnishings of: Professional Services Agreement between Frank J Conte dba Conte's Generator Service and teh County of Monterey to provide regular preventative maintenance and emergency repairs and parts for the diesel generators located at the pumping stations that the Monterey County Department of Public Works operate and maintains for a total amount not to exceed \$25,000.00 for the term October 1, 2010 to October , 2011. ***This Blanket Purchase Order is valid from October 1, 2010 through June 30, 2011. A new purchase order will be issued after this date*** 93639 COMM LINE DESC: Generators, Portable & Stationary, Incl Parts & Accs Maint & 002 - 3000 - 8195 - RMA012 - 6312 - - - 10000.00	.00	.00	10,000.00

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL 10,000.00

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at [http://www.co.monterey.ca.us/admin/terms\\_conditions.htm](http://www.co.monterey.ca.us/admin/terms_conditions.htm)

TAX EXEMPTION INFORMATION:  
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

AUTHORIZED BY COUNTY OF MONTEREY  
DEPUTIZED PURCHASING AGENT

COUNTY BUYER INFORMATION  
Jaime Ayala  
EMAIL: [ayalaj@co.monterey.ca.us](mailto:ayalaj@co.monterey.ca.us)

TELEPHONE: (831)755-4998 x4998

PRINT DATE: 10/26/10

CONTRACTS/PURCHASING DIVISION  
168 W Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 1

*Michael R. 72*