



Monterey County
Board of Supervisors
Board Report

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Legistar File Number: 14-1276

December 02, 2014

Introduced: 11/18/2014

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

- a. Ratify and approve the proposed Amendment No. 2 to the Standard Agreement with Dave's Repair Service to continue to provide on-call repair services and include new services described as annual underground storage tank monitor certification, spill bucket & LLD testing, annual underground tank vapor testing, monthly designated operator inspections and SP989 testing (Tri-Annual) at various County fueling sites in the amount of \$73,118.93, for a total amount not to exceed \$185,617.86 and extend the term to June 30, 2016; and
- b. Authorize the Contracts/Purchasing Officer to execute Amendment No. 2 to the Standard Agreement and up to two (2) future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Ratify and approve the proposed Amendment No. 2 to the Standard Agreement with Dave's Repair Service to continue to provide on-call repair services and include new services described as annual underground storage tank monitor certification, spill bucket & LLD testing, annual underground tank vapor testing, monthly designated operator inspections and SP989 testing (Tri-Annual) at various County fueling sites in the amount of \$73,118.93, for a total amount not to exceed \$185,617.86 and extend the term to June 30, 2016; and
- b. Authorize the Contracts/Purchasing Officer to execute Amendment No. 2 to the Standard Agreement and up to two (2) future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

SUMMARY/DISCUSSION:

Amendment No. 2 to the Standard Agreement with Dave's Repair Service allows for the addition of annual underground storage tank monitoring certification, spill bucket & LLD testing, annual underground storage tank vapor testing, monthly designated operator inspections and SP989 testing (Tri-Annual) at various County fueling sites. Amendment No. 2 will increase the Standard Agreement by \$73,118.93, for a total amount not to exceed \$185,617.86, and extends the term to June 30, 2016.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Auditor-Controller Office have reviewed and approved Amendment No. 2 as to form and legality, and fiscal provisions, respectively.

FINANCING:

There is no impact to the General Fund. Sufficient appropriations are available in the CAO - Fleet (Fund 001, Department 1050, Unit 8451, Appropriation Unit CAO025) to finance Amendment No. 2.

Prepared by: Tom Skinner, Management Analyst II, Contracts/Purchasing, (831) 784-5791

Approved by:



~~Mike Derr~~, Fleet Business Manager
Debra Bayard, MS
Deputy Purchasing Agent
County of Monterey

Dated: November 18, 2014

Attachments:

1. Amendment No. 2 to the Standard Agreement with Dave's Repair Service
2. Amendment No. 1
3. Original Agreement

(Copies of attachments are on file with the Clerk of the Board.)

**AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DAVE'S REPAIR SERVICE**

THIS AMENDMENT NO. 2 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Dave's Repair Service (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on October 12, 2012, (hereinafter, "Agreement"); and

WHEREAS, the County desires that CONTRACTOR continue to provide on-call repair services at various County fueling sites; and

WHEREAS, additional time and funding are required to allow the CONTRACTOR to provide services described as annual underground storage tank monitor certification, spill bucket & LLD testing, annual underground storage tank vapor testing, monthly designated operator inspections and SP 989 testing (Tri-Annual) at various County fueling sites; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to June 30, 2016 and increase the amount by \$73,118.93 for a total amount not to exceed \$185,617.86 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend Paragraph 1.01 of Section 1.0, "General Description.", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A, A-1 and A-2** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: on-call repair services, enhanced vapor recovery Dual Point Phase 1 System retrofits and annual testing at various County fueling sites.

2. Amend Paragraph 2.01 of Section 2.0, "Payment Provisions.", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1 and A-2**, subject to the limitations set forth in this Agreement. The total

amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$185,617.86.

3. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement.", to read as follows:

The term of this Agreement is from October 1, 2012 to June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4.01 of Section 4.0, "Scope of Services and Additional Provisions.", by adding "**Exhibit A-2, Scope of Services/Payment Provisions**".
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

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

By: _____
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

Dave's Repair Service
Contractor's Business Name

By: _____
(Signature of Chair, President or Vice President)

Its: _____
David Gambetta, Owner
(Print Name and Title)

Date: _____
10/30/14

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

Its: _____
DAVID GAMBETTA
(Print Name and Title)

Date: _____
10/30/14

*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-2, SCOPE OF SERVICES/PAYMENT PROVISIONS

**Dave's Repair Service
1105 Old Stage Road
Salinas, CA 93908
(831) 754-3010**

Enhanced Vapor Recovery Dual Point Phase 1 System Retrofits				
DEPT.	FUEL SITE	TANK CAPACITY	UNIT PRICE	ESTIMATE PRICE
Fleet Management	Toro Park	750	\$ 5,966.00	\$ 5,966.00
	Courthouse	1,000	\$ 6,433.38	\$ 6,433.38
	King City	5,000	\$ 6,132.71	\$ 6,132.71
FLEET MANAGEMENT TOTAL				\$ 18,532.09
Parks	Laguna Seca Maintenance	1,000	\$ 6,014.93	\$ 6,014.93
	Royal Oaks	750	\$ 6,134.05	\$ 6,134.05
	North San Antonio Lake	1,500	\$ 5,272.70	\$ 5,272.70
PARKS TOTAL				\$ 17,421.68
RMA - Public Works	San Ardo	1,000	\$ 6,929.71	\$ 6,929.71
	Greenfield	1,000	\$ 5,527.76	\$ 5,527.76
	Prunedale Maintenance Yard	1,000	\$ 6,487.69	\$ 6,487.69
RMA-DPW TOTAL				\$ 18,945.16
EVR PHASE 1 SYSTEM RETROFITS TOTAL AMOUNT				\$ 54,898.93

NOTE: Enhanced Vapor Recovery Dual Point Phase 1 System Retrofits for the above listed sites will be completed by June 30, 2014 to meet Monterey Bay Unified Air Pollution Control District requirements unless the County gets exempted from the retrofits.

SERVICES	FISCAL YEAR	SALINAS	LAKE SAN ANTONIO SOUTH	TOTAL
Annual Underground Storage Tank Monitor Certification, Spill Bucket and LLD Testing	FY 2014-2015	\$ 600.00	\$ 600.00	\$ 1,200.00
	FY 2015-2016	\$ 600.00	\$ 600.00	\$ 1,200.00
Annual Underground Storage Tank Vapor Test	FY 2014-2015	\$ 800.00	\$ 800.00	\$ 1,600.00
	FY 2015-2016	\$ 800.00	\$ 800.00	\$ 1,600.00
Monthly Designated Operator Inspections	FY 2014-2015	\$ 720.00	\$ 960.00	\$ 1,680.00
	FY 2015-2016	\$ 720.00	\$ 960.00	\$ 1,680.00
SB 989 Testing (Tri-Annual)	FY 2014-2015	\$ 1,600.00	\$ 1,600.00	\$ 3,200.00
	FY 2015-2016			
TOTAL AMOUNT				\$ 12,160.00

Annual Filter Change for Five Fuel Sites (2014-2016) \$ 3,060.00
 Unforeseen Maintenance and Repairs for all fuel sites through June 30, 2016: \$ 3,000.00

** Unforeseen Maintenance and Repairs will be charged based on time and materials according to following rates:*

Hourly Rate (Technician): \$60.00	Overtime Rate (Technician): \$90.00
Hourly Rate (Helper): \$45.00	Overtime Rate (Helper): \$67.50
Hourly Rate (ICC Certified Labor): \$70.00	Overtime Rate (ICC Certified Labor): \$105.00

GRAND TOTAL:	TOTAL SERVICES (FY 2014-2016) \$ 18,220.00
	\$ 73,118.93



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12670

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

- a. Ratified and approved Amendment No. 1 to Standard Agreement between County of Monterey and Dave's Repair Service to continue to provide on-call repair services and include services associated with enhanced vapor recovery Dual Point Phase 1 System retrofits and annual testing at various County fueling sites in the amount of \$62,498.93, for a total amount not to exceed \$112,498.93 and extend the term from June 30, 2014 to June 30, 2015; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 1 to the Standard Agreement and up to three (3) future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 6th day of May 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter
 NOES: None
 ABSENT: None

I, Gail T. Borkowski, 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 of Minute Book 77 for the meeting on May 6, 2014.

Dated: May 6, 2014
File Number: A 14-049

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DAVE'S REPAIR SERVICE**

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Dave's Repair Service (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on October 12, 2012, (hereinafter, "Agreement"); and

WHEREAS, the County desires that CONTRACTOR continue to provide on-call repair services at various County fueling sites; and

WHEREAS, additional time and funding are required to allow the CONTRACTOR to provide new services described as enhanced vapor recovery Dual Point Phase 1 System retrofits and annual testing at various County fueling sites; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to June 30, 2015 and increase the amount by \$62,498.93 for a total amount not to exceed \$112,498.93 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend Paragraph 1.01 of Section 1.0, "General Description.", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A and A-1** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: on-call repair services, enhanced vapor recovery Dual Point Phase 1 System retrofits and annual testing at various County fueling sites.

2. Amend Paragraph 2.01 of Section 2.0, "Payment Provisions.", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$112,498.93.

3. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement.", to read as follows:

The term of this Agreement is from October 1, 2012 to June 30, 2015, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4.01 of Section 4.0, "Scope of Services and Additional Provisions.", by adding "Exhibit A-1, Scope of Services/Payment Provisions".
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: Neha Zafar
Contracts/Purchasing Officer

Date: 3/19/14

Approved as to Form and Legality
Office of the County Counsel

By: Aprilia O. Olsson
Deputy County Counsel

Date: 3-11-14

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 3-7-14

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. IF CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CONTRACTOR*

Dave's Repair Service
Contractor's Business Name

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

Its: David Gambetta, Owner
(Print Name and Title)

Date: 3-7-14

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

Its: _____
(Print Name and Title)

Date: _____

EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS

Dave's Repair Service 1105 Old Stage Road Salinas, CA 93908 (831) 754-3010				
Enhanced Vapor Recovery Dual Point Phase 1 System Retrofits				
DEPT.	FUEL SITE	TANK CAPACITY	ESTIMATE PRICE	
Fleet Management	Toro Park	750	\$	5,966.00
Fleet Management	Courthouse	1,000	\$	6,433.38
Fleet Management	King City	5,000	\$	6,132.71
DEPT TOTAL			\$	18,532.09
Parks	Laguna Seca Maintenance	1,000	\$	6,014.93
Parks	Royal Oaks	750	\$	6,134.05
Parks	North San Antonio Lake	1,500	\$	5,272.70
DEPT TOTAL			\$	17,421.68
RMA - Public Works	San Ardo	1,000	\$	6,929.71
RMA - Public Works	Greenfield	1,000	\$	5,527.76
RMA - Public Works	Prunedale Maintenance Yard	1,000	\$	6,487.69
DEPT TOTAL			\$	18,945.16
TOTAL PRICE:			\$	54,898.93
<i>Enhanced Vapor Recovery Dual Point Phase 1 System Retrofits for the above listed sites will be completed by June 30, 2014 to meet Monterey Bay Unified Air Pollution Control District requirements.</i>				
ANNUAL UNDERGROUND STORAGE TANK MONITOR CERTIFICATION, SPILL BUCKET & LLD TESTING				
FUEL SITE	TANK CAPACITY	FY 2013-2014		FY 2014-2015
SALINAS	10,000	\$	600.00	\$ 600.00
LAKE SAN ANTONIO SOUTH SHORE	6,000	\$	600.00	\$ 600.00
DEPT TOTAL			\$	2,400.00
ANNUAL UNDERGROUND STORAGE TANK VAPOR TESTINGS				
FUEL SITE	TANK CAPACITY	FY 2013-2014		FY 2014-2015
SALINAS	10,000	\$	800.00	\$ 800.00
LAKE SAN ANTONIO SOUTH SHORE	6,000	\$	800.00	\$ 800.00
DEPT TOTAL			\$	3,200.00
TOTAL PRICE:			\$	5,600.00
Unforeseen Maintenance and Repairs for all fuel sites through June 30, 2015:			\$	2,000.00
<i>* Unforeseen Maintenance and Repairs will be charged based on time and materials according to following rates:</i>				
Hourly Rate (Technician): \$60.00	Overtime Rate (Technician): \$90.00			
Hourly Rate (Helper): \$45.00	Overtime Rate (Helper): \$67.50			
Hourly Rate (ICC Certified Labor): \$75.00	Overtime Rate (ICC Certified Labor): \$9105.00			
GRAND TOTAL:			\$	62,498.93

BSC 2282 7/2/10

**COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)**

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

Dave's Repair Service

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION.

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

Provide on-call repair services as needed to various fueling sites

2.0 PAYMENT PROVISIONS.

2.01 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 is not to exceed the sum of \$ 50,000.00

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from October 1, 2012 to June 30, 2014, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

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

Exhibit A Scope of Services/Payment Provisions

**RECEIVED
FISCAL SECTION**

DEC 10 2012

5.0 PERFORMANCE STANDARDS.

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

6.0 PAYMENT CONDITIONS.

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

7.0 TERMINATION.

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

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

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

8.0 INDEMNIFICATION.

- 8.01 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.

9.0 INSURANCE REQUIREMENTS.

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

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

- 9.02 Qualifying Insurers:
All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall 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.

10.0 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.

11.0 NON-DISCRIMINATION.

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 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.

14.0 NOTICES.

14.01 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:
Sam Laird, Interim Fleet Manager	David Gambetta, Owner
Name and Title	Name and Title
855 East Laurel Drive, BLDG A Salinas, CA 93905	1105 Old Stage Road Salinas, CA 93908
Address	Address
831-755-4984	831-754-3010
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 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.

— This section left blank intentionally —

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 10-12-12

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
Deputy County Counsel

Date: 10-3-12

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 10-3-12

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Dave's Repair Service
Contractor's Business Name*

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

owner / David Gambetta
Name and Title

Date: 9/27/2012

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

owner / Christine Gambetta
Name and Title

Date: 9/27/2012

*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.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

Exhibit A



Dave's Repair Service
 1105 Old Stage Rd
 Salinas, Ca. 93908
 (831)754-3010

Service Station Equipment
 Sales Service Calibration
 A/L Monitor and Vapor Decay Testing

Fee Schedule of Services

Date	Estimate #
9/27/2012	1439

Name / Address
County of Monterey Department of Public Works 855 E. Laurel Dr., Bldg. C Salinas, CA 93905

Project
County of Monterey Department of Public Works 855 E. Laurel Dr., Bldg. C Salinas, CA 93905

Item	Description	Qty	Rate	Total
Labor	Labor - 1st Technician		60.00	60.00
Labor	Travel		60.00	60.00
Labor	Labor - 2nd Technician		45.00	45.00
Labor	Travel		45.00	45.00
Labor	Labor - Any Technician doing work that needs ICC Certification		70.00	70.00
Labor	Travel		70.00	70.00
Subtotal				\$350.00
Sales Tax (7.25%)				\$0.00
Total				\$350.00