

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
FRANK J. OR LAUREL R. CONTE DBA CONTE'S GENERATOR 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 Frank J. or Laurel R. Conte dba Conte's Generator Service (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on October 5, 2015 (hereinafter, "Agreement") to provide generator maintenance and repair for various County Service Areas (CSAs) and County Sanitation Districts (CSDs) (hereinafter, "services") through October 2, 2018 for an amount not to exceed \$39,650; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional funding is necessary for the remaining two (2) years of the Agreement's initial three (3) year term at an annual amount of \$39,650 for a total increase of \$79,300; and

WHEREAS, the Parties wish to amend the Agreement to increase the amount by \$79,300 for a total amount not to exceed \$118,950 to allow CONTRACTOR to continue to provide services 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 the second sentence of Paragraph 2.01 of Section 2.0, "Payment Provisions", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$118,950.

2. Amend Paragraph 4.01 of Section 4.0, "Scope of Services and Additional Provisions", to delete "Exhibit A, Scope of Services/Payment Provisions" and to add "Exhibit A-1, Scope of Services/Payment Provisions".
3. In all places within the Agreement, any reference to "Exhibit A, Scope of Services/Payment Provisions" is hereby replaced with "Exhibit A-1, Scope of Services/Payment Provisions".
4. Amend the third paragraph of Paragraph 9.03, Insurance Coverage Requirements, of Section 9.0, "Insurance Requirements", to read as follows:

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a

combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

5. Amend the County's address under Paragraph 14.01 of Section 14.0, "Notices", to read as follows:

County of Monterey
Resource Management Agency
1441 Schilling Place – South, 2nd Floor, Salinas, California 93901-4527

6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Frank J. or Laurel R. Conte
dba Conte's Generator Service
Contractor's Business Name

Date: _____

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

Its: Frank J. Conte, Owner/Sole Proprietor
(Print Name and Title)

Date: 5-25-17

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

By: [Signature]
Mary Grace Perry
Deputy County Counsel

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

Its: Laurel R. Conte, Owner/Sole Proprietor
(Print Name and Title)

Date: May 31, 2017

Date: 5-25-17

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 6-1-17

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.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Frank J. or Laurel R. Conte dba Conte's Generator Service,
hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Maintenance and repair of generators for various County Service Areas (CSAs) and County Sanitation Districts (CSDs) for the County of Monterey, Resource Management Agency (RMA).

The equipment listed below shall be inspected and serviced annually during normal business hours as specified herein for the duration of this Agreement. This inspection and services will include:

1. Oil and fuel 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 fan hub and idler pulley bearings.
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 backpressure.
23. Inspect, clean and test switchgear and service controller, contacts and relays.
24. Service and clean batteries and all grounds and connections.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Service shall include provision of parts.

After completion of each inspection a report of this inspection will be submitted to the County 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 customer at regular rates.

Sales tax rate on parts as per current California State Board of Equalization City and County Sales Tax rates.

CONTRACTOR shall be available with service and parts for this equipment on a 24-hour emergency basis.

Work shall be performed at the sites and upon the equipment shown below.

<u>Generator Site</u>	<u>Generator KW</u>
<u>CSDs and CSAs</u>	
Boronda CSD Portable	20KW Generac
Boronda Oaks Pump Station	60KW Olympian
Las Lomas Pump Station	85 KW Kohler
Pajaro Pump Station	85 KW Kohler
San Jerardo Water Sites	50 KW Kohler
Chualar Pump Station	85 KW Kohler
Susan Street Levy Pump Station	85 KW Kohler
San Jerardo Fire Pump	
<u>County Facilities</u>	
Monterey Courthouse	60 KW Cummins
Monterey Courthouse	12 KW Lister
Mount Toro Upper Site	35 KW Onan
Mount Toro Lower Site	20 KW
Huckleberry	10 KW
Fleet Management, Lister County Yard	K99X157901
522 N 2 nd	30 KW
CID Building, 1 st Avenue, Marina	25 KW
Salinas Courthouse	450 KW

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an annual amount not to exceed \$39,650, for a total amount not to exceed \$118,950 for the performance of all things necessary for or incidental to

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

EQUIPMENT LIST

Generator Maintenance and Repair Rate Schedule

PUBLIC WORKS

	Generator Site	Generator KW	Annual Service Cost	Load Bank Service Cost	Total Service Cost
1	Boronda Portable Yard	20 KW Generac	\$750	\$350	\$1,100
2	Boronda Oaks	60 KW Olympian	\$1,400	\$350	\$1,750
3	Las Lomas Pump Station	85 KW Kohler	\$1,400	\$350	\$1,750
4	Pajaro Pump Station	85 KW Kohler	\$1,400	\$350	\$1,750
5	Chualar Pump Station	85 KW Kohler	\$1,400	\$350	\$1,750
6	Susan Street Levy Pump Station	200 KW Kohler	\$1,400	\$350	\$1,750
7	San Jerardo Back Up Power Generator	60 KW Caterpillar	\$1,400	\$350	\$1,750
8	San Jerardo Fire Pump Engine	Cummins	\$850	\$350	\$1,200
9	Miscellaneous Projected Repairs		--	---	\$6,000
	SUB-TOTAL COST:				\$18,800

FACILITIES

	Generator Site	Generator KW	Annual Service Cost	Load Bank Service Cost	Total Service Cost
1	Monterey Courthouse	60 KW Cummins	\$1,600	\$350	\$1,950
2	Monterey Courthouse	12 KW Lister	\$750	\$350	\$1,100
3	Mt. Toro Upper Site	35 KW Onan	\$1,300	\$350	\$1,650
4	Mt. Toro Lower	20 KW	\$1,300	\$350	\$1,650
5	Huckleberry	10 KW	\$650	\$300	\$950
6	Fleet Management, Lister Co. Yard	K99X157901	\$1,200	\$350	\$1,550
7	522 N 2 nd	30 KW	\$1,500	\$350	\$1,850
8	CID Building, 1 st Avenue, Marina	25 KW	\$1,200	\$350	\$1,550
9	Salinas Courthouse	450 KW	\$2,250	\$350	\$2,600
10	Miscellaneous Projected Repairs				\$6,000
	SUB-TOTAL COST:				\$20,850

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Services provided under this Agreement shall not exceed the annual sum of **\$39,650** for the initial three (3) year term of the Agreement, for a total amount not to exceed \$118,950.

There shall be no travel reimbursement allowed during this Agreement.

For any project in excess of \$1,000, CONTRACTOR and all subcontractors performing work under this Agreement shall pay wages to their workers employed on such work at not less than the general prevailing rate of per diem wages for such work, as required by California Labor Code Sec. 1771. CONTRACTOR shall comply with provisions of the California Labor Code (Section 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in California Labor Code Sec. 1775.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of services provided.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (#MYA 3000*1913), Project name and associated Purchase Order (PO) number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency – Finance Division
1441 Schilling Place - South, 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.