

**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:

Frank J. or Laurel R. 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:

1.0 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 generator maintenance and repair for various County Service Areas and County Sanitation Districts for the County of Monterey - Resource Management Agency - Public Works (RFP #10551)

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 \$ 39,650.00.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from October 2, 2015 to October 2, 2018, 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

Exhibit B Incorporation of Request for Proposals (RFP) #10551, and Addendum 1, and Proposal Documents

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 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:
Dalia Mariscal-Martinez, Management Analyst II	Laurel R. Conte, Owner
Name and Title	Name and Title
County of Monterey	Frank J. or Laurel R. Conte
Resource Management Agency	dba Conte's Generator Service
168 W. Alisal Street, 2nd Floor, Salinas, CA 93901	P.O. Box 1469, Monterey, CA 93942
Address	Address
(831) 755-8966	(831) 375-1463
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: 10-5-15

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form:

By: [Signature]
County Counsel

Date: 9/30/15

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 9-30-15

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

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

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

Frank J. Conte/ Owner/Sole Proprietor
Name and Title

Date: 9-29-15

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

Laurel R. Conte/ Owner/Sole Proprietor
Name and Title

Date: 9-29-15

*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

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

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

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

By: Frank J. Conte
(Signature of Chair, President, or Vice-President)*

Frank J. Conte/ Owner/Sole Proprietor
Name and Title

Date: 9-29-15

By: Laurel R. Conte
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Laurel R. Conte/ Owner/Sole Proprietor
Name and Title

Date: 9-29-15

*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 - 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 -- Public Works.

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 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Servicing 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.

Generator Site

Generator KW

CSDs and CSAs

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	

County Facilities

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$39,650 for the performance of all things necessary for or incidental to 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	\$1100
2	Boronda Oaks	60 KW Olympian	\$1400	\$350	\$1750
3	Las Lomas Pump Station	85 KW Kohler	\$1400	\$350	\$1750
4	Pajaro Pump Station	85 KW Kohler	\$1400	\$350	\$1750
5	Chualar Pump Station	85 KW Kohler	\$1400	\$350	\$1750
6	Susan Street Levy Pump Station	200 KW Kohler	\$1400	\$350	\$1750
7	San Jerardo Back Up Power Generator	60 KW Caterpillar	\$1400	\$350	\$1750
8	San Jerardo Fire Pump Engine	Cummins	\$850	\$350	\$1200
9	Miscellaneous Projected Repairs		--	--	\$6,000
	SUB-TOTAL COST:				\$18,800

FACILITIES ADMINISTRATION

	Generator Site	Generator KW	Annual Service Cost	Load Bank Service Cost	Total Service Cost
1	Monterey Courthouse	60 KW Cummins	\$1600	\$350	\$1950
2	Monterey Courthouse	12 KW Lister	\$750	\$350	\$1100
3	Mt. Toro Upper Site	35 KW Onan	\$1300	\$350	\$1650
4	Mt. Toro Lower	20 KW	\$1300	\$350	\$1650
5	Huckleberry	10 KW	\$650	\$300	\$950

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

6	Fleet Management, Lister Co.	K99X157901	\$1200	\$350	\$1550
7	522 N 2 nd	30 KW	\$1500	\$350	1850
8	CID Building, 1 st Avenue, Marina	25 KW	\$1200	\$350	\$1550
9	Salinas Courthouse	450 KW	\$2250	\$350	\$2600
10	<u>Miscellaneous Projected Repairs</u>				\$6,000
	SUB-TOTAL COST:				\$20,850

Services provided under this Agreement shall not exceed the sum of \$39,650

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 may be based upon satisfactory acceptance of services provided.

Invoices shall reference the Delivery Order (DO) number and shall be submitted monthly to:

County of Monterey
Resource Management Agency – Finance Division
ATTN: Diana Lemos
168 West Alisal Street, 2nd Floor
Salinas, California 93901

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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.

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.

**EXHIBIT B – INCORPORATION OF RFP #10551, ADDENDUM 1, AND
PROPOSAL DOCUMENTS**

The County of Monterey invited submittals to a Request for Proposals (RFP) through RFP #10551, Generator Maintenance Services for various County Service Areas and County Sanitation Districts for the Resource Management Agency - Public Works. Frank J. or Laurel R. Conte dba Conte's Generator Service submitted a responsive and responsible proposal to perform the Generator Maintenance Services listed in RFP #10551, Section 5.0, Scope of Services.

RFP #10551, Addendum 1, and the Proposal Documents submitted by Frank J. or Laurel R. Conte dba Conte's Generator Service, on file with RMA – Public Works are hereby incorporated into the Agreement for Generator Maintenance Services by this reference.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER G.L. Anderson Ins Svcs Inc 101 Parkshore Dr., St 230 Folsom CA 95630		CONTACT NAME: PHONE (A/C, No, Ext): 916-353-5130 E-MAIL ADDRESS: gla@glains.com FAX (A/C, No): 916-353-5135	
INSURED Conte's Generator Service P.O. Box 1469 Monterey CA 93942		INSURER(S) AFFORDING COVERAGE INSURER A: Atain Specialty Insurance Co. INSURER B: Evanston Ins. Co. INSURER C: Wesco Insurance Company INSURER D: INSURER E: INSURER F:	
CONTE01		NAIC # 35378 25011	

COVERAGES

CERTIFICATE NUMBER: 709222528

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner/Cont Prot. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CIP262800	9/28/2015	9/28/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		XOBW6154015	9/28/2015	9/28/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WWC3164535	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job Description: Various Sites Monterey County. County of Monterey, Officers and employees are shown as Additional Insured for General Liability per attached form CG2033 0413. Insurance is Primary & Non-Contributory. Monterey County Public Works.
*10 Day Notice of Cancellation Applies for Non-Payment of Premium

CERTIFICATE HOLDER

CANCELLATION

County of Monterey Department of Public Works
168 W. Alisal 2nd Floor
Salinas CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF INSURANCE - COMMERCIAL

ALLSTATE INSURANCE COMPANY - NORTHBROOK, IL

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.

INTERESTED PARTY TYPE: CERTIFICATE HOLDER
PROJECT NUMBER/CONTRACT NUMBER:

CERTIFICATE HOLDER	NAMED INSURED
Name and Address of Party to Whom this Certificate is Issued	Name and Address of Insured
THE COUNTY OF MONTEREY ITS OFFICERS AGENTS AND EMPLOYEES 168 W ALISAL ST 2 ND Floor SALINAS CA 93901 CERTIFICATE HOLDER IS ADDITIONAL INSURED	FRANK CONTE DBA CONTE'S GENERATOR SERVICE 100 CALERA CANYON RD SALINAS CA 93908

This is to certify that policies of insurance listed below have been issued to the insured named above subject to the expiration date indicated below, 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.

TYPE OF INSURANCE AND LIMITS

GENERAL LIABILITY	Policy Number	Effective Date	Expiration Date
Limit		Amount	
GENERAL AGGREGATE LIMIT (Other than Products - Completed Operations)		\$	
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT		\$	
PERSONAL AND ADVERTISING INJURY LIMIT		\$	
EACH OCCURRENCE LIMIT		\$	
PHYSICAL DAMAGE LIMIT		\$	
MEDICAL EXPENSE LIMIT		\$	ANY ONE LOSS
AUTOMOBILE LIABILITY	Policy Number 648533407	Effective Date 12/4/14	Expiration Date 12/4/15
Coverage Basis		Limits	
<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		Combined Single Limit of Liability	
<input type="checkbox"/> SPECIFIED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BODILY INJURY & PROPERTY DAMAGE	\$ 1,000,000 EACH ACCIDENT
<input type="checkbox"/> OWNED PRIVATE PASSENGER AUTOS		Split Liability Limits	
<input type="checkbox"/> OWNED AUTOS OTHER THAN PRIVATE PASSENGER		Bodily Injury	Property Damage Each
		\$	PERSON
		\$	ACCIDENT
UMBRELLA LIABILITY	Policy Number	Effective Date	Expiration Date
EACH OCCURRENCE	GENERAL AGGREGATE	PRODUCTS - COMPLETED OPERATIONS AGGREGATE	
\$	\$	\$	
OTHER (Policy Type)	Policy Number	Effective Date	Expiration Date
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS			
ANYBODY THAT YOU ARE REQUIRED TO NAME DUE TO A WRITTEN CONTRACT/INSURANCE REQUIREMENTS			
IT IS AGREED THAT SHOULD THE INSURANCE PROTECTION EVIDENCED HEREIN TERMINATE, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL NOTICE OF SUCH TERMINATION WITHIN 10 DAYS FOR THE FOLLOWING INTERESTED PARTIES: MORTGAGEE, LIEN HOLDER, ADDITIONAL INSURED AND ADDITIONAL INTERESTED PARTY.			
Claudia DeMaranville 8046 Sequel Dr Aptos Ca 95003 (831) 685-6580 Authorized Representative			9/16/15 Date

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:

ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED BY
WRITTEN CONTRACT TO PERFORM SERVICES AND PRIOR TO ANY LOSS THAT ARE
WITHIN THE TERMS AND CONDITIONS OF THIS POLICY TO WHICH THIS FORM IS
ATTACHED

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: CIP262800

Named Insured: CONTE'S GENERATOR SERVICE

Endorsement Effective Date: 09/ 28/ 2015



POLICY NUMBER: 648533407

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO 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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form. This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 9-29-2015	Countersigned By: 
Named Insured: Frank Conte	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

THE COUNTY OF MONTEREY ITS OFFICERS AGENTS AND
EMPLOYEES
168 W ALISAL STREET 2ND FLOOR
SALINAS, CA USA 93901

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

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.



BU114R-3

CA 20 48 02 99

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Page 1 of 1 ☐

Insured Full Copy

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such 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.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number
648533407

SCHEDULE OF FORMS AND ENDORSEMENTS

Allstate Insurance Company

Named Insured FRANK CONTE

Effective Date: 01-13-14

12:01 A.M., Standard Time

Agent Name CLAUDIA DEMARANVILLE

COMMON POLICY FORMS AND ENDORSEMENTS

DM CW 30	01-10	COMMON POLICY CHANGE ENDORSEMENT
DM CW 03	01-10	SCHEDULE OF NAMED INSURED(S)
DM CW 12	01-10	SCHEDULE OF FORMS AND ENDORSEMENTS

AUTOMOBILE FORMS AND ENDORSEMENTS

AA CW 40	10-11	WAIVER OF TRANSFER OF RECOVERY
DM CW 50	03-12	ADDITIONAL INSURED COUNTY OF MONTEREY
CA 04 26	03-10	CA - DOC COV-BROAD COV NAMED IND
CA 20 48	02-99	DESIGNATED INSURED





Policy Number
648533407

ENDORSEMENT

Allstate Insurance Company

Named Insured FRANK CONTE

Effective Date: 01-13-14
12:01 A.M., Standard Time

Agent Name CLAUDIA DEMARANVILLE

Agent No. 92915

ADDITIONAL INSURED COUNTY OF MONTEREY

THE INSURANCE PROVIDED UNDER THIS POLICY IS PRIMARY. IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF A CLAIM OR SUIT ARISING OUT OF THE NAMED INSUREDS SOLE NEGLIGENCE, THIS INSURANCE SHALL BE PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED NAMED AS THE THIRD PARTY ABOVE SHALL BE EXCESS AND NON CONTRIBUTORY.

