

**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
Meeting of September 12, 2006**

**AGENDA TITLE:** Agreement #101-S0711 with California Diesel and Power

**DEPARTMENT:** General Services

**DEPT SIGNOFF:**

**CAO USE ONLY:** *C*

**CONTACT:** Bruce Pease/Marla H. Bordges

**DATE:** 8/22/06

**PHONE:** 5857/5845

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

The Department of General Services recommends the Board:

- 1) Make findings that it is more economical and feasible to obtain an outside contractor to provide services in accordance with County Ordinance 3.13.030; and
- 2) Approve Agreement #101-S0711 with California Diesel and Power, to provide repair and maintenance to County standby generators and associated equipment for a total contract amount not to exceed \$11,000.00 effective one year from date of execution; and
- 3) Authorize Chairman execute said Agreement

*Agmt available in Viewing packet & web*

**CAO RECOMMENDATIONS:** *Recommend approval. Laura J. Gell 8/22/06*

Financial impact?  Yes  No

Funding Source:  Gen Fund  Other

**BUDGET SUMMARY:**

Total Est. Cost	\$11,000.00
<b>Funding</b>	
Budgeted	\$11,000.00
New Funding	_____
Savings	_____
Other*	_____
Total Funding	\$11,000.00
<b>Change in Net County Cost</b>	\$0.00

Other:

**CAO Office Use Only:**

4/5's Vote Required  Yes  No  
 Change in Policy  Yes  No  
 New Personnel  Yes  No

**CONCURRENCES:**

Risk Management *C/S*  
 County Counsel *C/S*  
 Other \_\_\_\_\_

**\*Explain**

**BOARD ACTIONS:**

**Vote:** Unanimous \_\_\_\_\_ Or

**Ayes:**

**Noes:**

**Abstentions:**

**Absent:**

Rev. 04/05

**I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors**

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

**Attest: Cindy Keck, Board of Supervisors Clerk**

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



# *The County of El Dorado*

*Department of General Services*

*Joanne M. Narloch, Director*

*Building Maintenance Division*

*Bruce Pease, Building Operations Manager*

*Phone (530) 621-5857 Fax (530) 295-2524*

August 22, 2006

Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Re: Agreement #101-S0711 with California Diesel and Power.

Dear Board Members:

**Recommendation:**

The Department of General Services recommends the Board:

- 1) Make findings that is it more economical and feasible to obtain an outside contractor to provide services in accordance with County Ordinance 3.13.030; and
- 2) Approve Agreement #101-S0711 with California Diesel and Power, to provide repair and maintenance to County standby generators and associated equipment for a total contract amount not to exceed \$11,000.00 effective one year from date of execution; and
- 3) Authorize Chairman execute said Agreement

**Reason for Recommendation:**

General Services recommends the Board make findings that this contractor can more economically and feasibly provide the specialized skills and equipment required for the maintenance of County standby generators and associated equipment. Services provided by this contractor are specialized and does not warrant the addition of permanent County Building Maintenance staff. This contractor has performed these services over the last three fiscal years.

The agreement has been approved by County Counsel and Risk Management. The Officer or employee with responsibility for administering this Agreement is Bruce Pease, Building Operations Manager, General Services Department.

**Fiscal Impact:**

Funding is available in General Services' FY 2006-07 Building Maintenance operations budget.

**Action to be Taken Following Approval:**

The Board Clerk's office will forward the executed agreement to General Services for distribution and administration.

Respectfully,

Joanne M. Narloch  
Director

JNM: mhb

Cc: Bruce Pease, Building Operations Manager

# CONTRACT ROUTING SHEET

Date Prepared: 7/5/06

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

**PROCESSING DEPARTMENT:**

Department: CAO/Proc. & Contracts  
Dept. Contact: Pam Carlone  
Phone #: 5833  
Department  
Head Signature: *Pam Carlone*  
for Bonnie H. Rich

**CONTRACTOR:**

Name: California Diesel & Power  
Address: 150 Nardi Lane  
Martinez, CA 94553  
Phone: 925-229-2700  
Fax: 925-229-2702

#1 DCRADG COUNTY COUNSEL  
2006-07-15 PM 3:43

**CONTRACTING DEPARTMENT:**

General Services

Service Requested: Maintenance, testing & repairs of generating equipment.

Contract Term: 1 Year Contract Value: \$11,000

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL: (Must approve all contracts and MOU's)**

Approved: X Disapproved: \_\_\_\_\_ Date: 7/17/06 By: *AC Stottell*  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT  
DATE 7-5-06  
ATTORNEY PC  
DEPT./INDEX NO. 2006100  
BY: PC

\$ neither insurance cost named General Services Dept as additional insured.  
OK/PC 7/17/06

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

**RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)**

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 7/17/06 By: *Frost*  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

JUL 17 2006

**OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).**

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

# ORIGINAL

## AGREEMENT FOR SERVICES #101-S0711

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Got Power, Inc., a California Corporation dba California Diesel and Power, duly qualified to conduct business in the State of California, whose principal place of business is 150 Nardi Lane, Martinez, CA 94553; (hereinafter referred to as "Contractor");

### WITNESSETH

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide maintenance, testing and repair services of the County's generating equipment for the Department of General Services, Building Maintenance Division; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## **ARTICLE I**

**Scope of Services:** Contractor agrees to furnish services necessary for the repair and preventive maintenance to County standby generating and associated equipment specified in Exhibit "A", marked "Statement of Work", incorporated herein and made by reference a part hereof. For additional services requested other than the annual inspections a specific task order shall be provided in writing on an "as needed" basis by the Contract Administrator or designee. No work shall be authorized unless pursuant to a written task order. Each task order shall clearly define the work to be performed and the timeframe in which the work shall be completed.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire one (1) year from date thereof.

## **ARTICLE III**

**Compensation for Services:** For inspection services County agrees to pay Contractor semi-annually. Payment shall be made within thirty (30) days following the County's receipt and approval of itemized invoice(s) detailing services rendered. For repair services performed on an "as needed" basis, County agrees to pay Contractor within thirty (30) days following completion of work and the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes herein, the billing rates shall be in accordance with Exhibit "B", marked "Fee Schedule", incorporated herein and made by reference a part hereof.

If applicable, County requires Contractor's services on public works project(s) involving local, State and/or Federal funds to which prevailing wage requirements may apply to pay and require payment of wages according to a scale of prevailing wage rates determined by California law. As a consequence, Contractor shall comply with all applicable State and Federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable Federal and State provisions, the higher prevailing wage rate shall apply. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the County in which the work is to be done. Contractor shall comply with all wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, & 1813. Changes, if any, to the general prevailing wage rates will be available at the same location. Federal minimum wage rates are determined by the United States Secretary of Labor.

As required under the provisions of Labor Code Section 1776, Contractor and subcontractors shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the local branch office of the Contractor.

The Contractor shall be authorized to purchase repair/replacement parts under the terms of this Agreement only with prior approval of authorized Maintenance Staff. The total amount of this Agreement shall not exceed \$11,000.00, inclusive of all parts and expenses.

#### **ARTICLE IV**

**License:** Contractor warrants and represents that he/she holds and will maintain throughout the course of contract all necessary licenses and certifications required by the categories and type of the Work being performed.

#### **ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VI**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

#### **ARTICLE VII**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### **ARTICLE VIII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

#### **ARTICLE IX**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services

not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE X**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. . In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If

such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise

## **ARTICLE XI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
GENERAL SERVICES DEPARTMENT  
345 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: JOANNE M. NARLOCH, DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

CALIFORNIA DIESEL & POWER  
150 NARDI LANE  
MARTINEZ, CA 94553

or to such other location as the Contractor directs.

## **ARTICLE XII**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.



### **ARTICLE XIII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purpose of this Agreement, professional liability is not required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

#### **ARTICLE XIV**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XV**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XVI**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XVII**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XVIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Bruce Pease, Building Operations Manager, General Services Department, or successor.

#### **ARTICLE XIX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XX**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXI**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

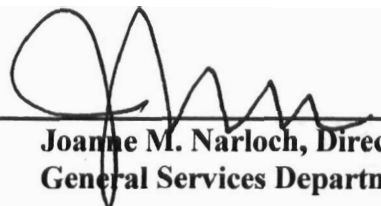
#### **ARTICLE XXII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 7-20-06  
Bruce Pease, Building Operations Manager  
General Services Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: JUL 24 06  
Joanne M. Narloch, Director  
General Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

**-- COUNTY OF EL DORADO --**

**Dated:** \_\_\_\_\_

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

**Chairman  
Board of Supervisors  
"County"**

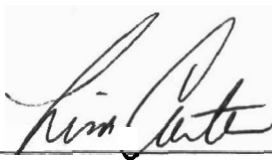
**ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Deputy Clerk**

**-- CONTRACTOR --**

**Dated:** 8/9/06

**GOT POWER, INC., A CALIFORNIA CORPORATION dba  
CALIFORNIA DIESEL AND POWER**

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

**Lisa Carter  
General Manager  
"Contractor"**

**EXHIBIT "A"**  
**STATEMENT OF WORK**  
**EMERGENCY STANDBY GENERATOR MAINTENANCE**

**Equipment Locations:**

Building "B"  
360 Fair Lane  
Placerville, CA  
CAT 3406PC

Sheriff's Office  
300 Fair Lane  
Placerville, CA  
JD/Kohler 60ROZ181

Main Jail  
300 Forni Road  
Placerville, CA  
Cummings VTA28G1

Psychiatric Health Facility  
935 Spring Street  
Placerville, CA  
Kohler 50RZ282

Juvenile Hall  
299 Fair Lane  
Placerville, CA  
Kohler 100RZ

Senior Center  
937 Spring Street  
Placerville, CA 95667  
Generac Corp. 98AO67 44-5

SLT Jail  
1051 Al Tahoe Blvd  
South Lake Tahoe, CA  
Cummings 6CTA8.3G

Public Health  
931 Spring Street  
Placerville, CA  
Generac EPS-10

SLT Jail (on roof) Penthouse  
1051 Al Tahoe Blvd.  
South Lake Tahoe, CA  
General C3.01

SLT Jail (On Roof)  
1051 Al Tahoe Blvd.  
South Lake Tahoe, CA  
Kohler 0671T

SLT Juvenile Treatment Center  
1041 Al Tahoe Blvd.  
South Lake Tahoe, CA  
JD/KATOLIGHT #102374

Provide maintenance, testing and repair services to the County's emergency standby generators as described herein, on the following terms and conditions:

1. The Contractor shall use only qualified technicians to maintain the equipment in proper and safe operating condition.
2. The Contractor agrees to regularly and systematically examine, adjust, and lubricate the equipment as required. Contractor shall repair or replace any item or part thereof which, in his judgment requires repair or replacement. Repairs or parts replacement generating any additional charges are subject to County's approval before work is performed and will be billed separately.
3. The Contractor will be available to provide emergency service 24 hours a day, 7 days a week, per the prices referenced in Exhibit "B".
4. The equipment remains the property of the County. The Contractor shall not be liable for any loss, damage or delay due to any cause beyond the Contractor's reasonable control, including but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot disobedience, war, malicious mischief, or act of God.

5. Fully qualified service technicians shall make service inspections on the following basis and schedule:

A Work to be Performed Semi-Annually:

Service air cleaner check for restrictions;  
Check coolant and adjust;  
Inspect cooling system hoses;  
Check for coolant, fuel and oil leaks;  
Check belts;  
Inspect and clean crankcase breather;  
Inspect governor and injection pump;  
Inspect ignition system;  
Check air intakes and outlets;  
Check fuel tank for contaminants;  
Check hoses, piping and connections;  
Inspect Silencer;  
Drain exhaust line;  
Inspect hangars and supports;  
Inspect exhaust;  
Check battery charge operation and charge rate;  
Load test battery;  
Clean terminals and apply protectant;  
Visually inspect generator end;  
Visually inspect controls and breakers;  
Test run generator;  
Check for proper frequency and voltage;  
Check engine alternator charge rate;  
Check for vibration, leakage and noise;  
Transfer building load to generator if permissible; and  
Inspect transfer switch.

Copies of service reports, inspection reports and scheduled oil sample analysis shall be furnish to County upon completion of the scheduled service.

B Work to be Performed Annually:

Complete semi-annual checklist;  
Change engine oil and filters;  
Change or clean air filters; and  
Change fuel filters and prime fuel system.

Copies of service reports, inspection reports and scheduled oil sample analysis shall be furnished to County upon completion of the scheduled services.

Parts and materials routinely replaced during the scheduled inspection as required pursuant to this Agreement, shall include, filters, spark plugs, oil, gasoline or propane engines, and gaskets and seals made unusable during an inspection. The cost of these items shall be included as part of the preventive maintenance services.

**EXHIBIT "B"**  
**FEE SCHEDULE**

	Annual	Semi	Total
Building B	\$560.00	\$270.00	\$830.00
Main Jail	\$665.00	\$300.00	\$965.00
Juvenile Hall	\$480.00	\$245.00	\$725.00
• SLT Jail	\$510.00	\$245.00	\$755.00
SLT Roof	\$300.00	\$220.00	\$520.00
SLT Juvenile	\$590.00	\$300.00	\$890.00
Sheriff's Office	\$455.00	\$220.00	\$675.00
Psychiatric	\$455.00	\$220.00	\$675.00
Senior Center	\$455.00	\$220.00	\$675.00
Public Health	\$300.00	\$220.00	\$520.00
SLT Jail Penthouse	\$485.00	\$250.00	\$735.00

Additional Labor Beyond Annual/Semi Annual Inspections (If required):

Straight Time:	\$ 99.00 per hour
Overtime	\$139.00 per hour
Double time/Holiday	\$178.00 per hour
Mileage:	\$ 1.00 per mile

Travel time would be a maximum of ½ hour each way for local generators.