



Agenda Item B.4
CONSENT CALENDAR
Meeting Date: April 7, 2009

TO: Mayor and Councilmembers

FROM: Daniel Singer, City Manager

CONTACT: Vyto Adomaitis, RDA, Neighborhood Services & Public Safety Director

SUBJECT: Amendment No.1 to Professional Services Agreement between the City of Goleta and MELCO, LLC dba "Moore Electric"

RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement between the City of Goleta and MELCO, LLC dba "Moore Electric" to allow for additional work related to the installation of the City Hall Emergency Generator in an amount not to exceed \$3,500.

BACKGROUND:

On November 18, 2008, the City Council authorized to the City Manager to execute a professional services agreement for the labor and installation of a back up power generator and automatic electrical transfer switch for City Hall in an amount not to exceed \$44,299.71. Staff conducted an informal bid process authorized under Resolution 08-45 adopted by the City Council on September 16, 2008, which proclaimed a local emergency and delegated emergency authority to the City Manager to procure necessary supplies, equipment and services. A low bidder was selected and Agreement # 2008-151 was executed by the City with Moore Electric on December 17, 2008 in an amount not to exceed \$20,000.

DISCUSSION

During the course of the automatic transfer switch and generator installation, Moore Electric had to complete additional electrical work with the concurrence of the project engineer which was not contemplated nor could it have been foreseen by the contractor. This additional unanticipated work involved re-routing and re-wiring of the existing electrical circuits.

These circuit changes were not discovered until the circuits were exposed from behind walls, electrical panels and conduits running from the main electrical panel to the existing building. The additional electrical work totaled \$3,500 in costs above the not to exceed amount specified in the contract.

FISCAL IMPACTS:

Adequate funds are available in account 101-5-6100-111 previously approved by the City Council on September 16, 2008 for emergency preparedness items. Staff is requesting to transfer funds from this account in an amount of \$3,500 to account 101-5-6100-702, for the City Hall Emergency Backup Generator Project.

LEGAL REVIEW:

The City Attorney has reviewed this staff report the contract amendment and has approved them for submittal to the City Council.

Submitted By:

Reviewed By:

Approved By:

Vyto Adomaitis, Director
RDA, NS & Public Safety
Dept.

Michelle Greene
Administrative Services
Director

Daniel Singer
City Manager

Attachments:

1. Amendment No. 1 to Agreement 08-151
2. Agreement 08-151

ATTACHMENT 1

Amendment No. 1 to Agreement 08-151

**AMENDMENT NO.1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF GOLETA
AND
MELCO LLC, dba "MOORE ELECTRIC"**

This First Amendment to Professional Services Agreement between the City of Goleta ("CITY") and Moore Electric ("CONSULTANT") dated December 17, 2008 ("AGREEMENT") is made this ____ day of April, 2009.

Whereas, the AGREEMENT between CITY and CONSULTANT currently provides Professional electrical services in conjunction with the connection of a 175kW diesel trailer mounted standby generator and installation of an Automatic Transfer Switch (ATS) and associated electrical equipment and wiring for Goleta City Hall in an amount not to exceed twenty thousand dollars (\$20,000); and

Whereas, the parties desire to amend the AGREEMENT so as to provide for additional services that are necessary to effect the installation and connection of the automatic transfer switch and back up power emergency generator to the existing building electrical system because of unknown and pre-existing wiring; and

Whereas, the parties desire to amend the AGREEMENT so as to provide for additional compensation not to exceed three thousand five hundred dollars (\$3,500) to perform additional services provided herein; and

Whereas, the City Manager is authorized to execute this amendment pursuant to the City Council project approval on November 18, 2008.

Now, therefore, CITY and CONSULTANT agree as follows that the AGREEMENT be, and hereby is, amended as follows:

1. Paragraph (a) of Section 3. COMPENSATION AND PAYMENT of the AGREEMENT is amended as follows:

(a) Maximum and Rate. Except for authorized extra services (pursuant to Section 4), the total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$23,500 (herein "not to exceed amount").

Section 6. TERM, PROGRESS AND COMPLETION of the AGREEMENT is amended as follows:

2. Exhibit "A." Scope of Work is hereby amended to include completion of all electrical circuitry work to properly connect the automatic transfer switch and electrical generator to the existing building electrical circuits.

3. Except as otherwise specifically provided herein, all other provisions of the AGREEMENT shall remain in full force and effect.

In witness whereof, this First Amendment has been executed by the parties effective on the date and year first written above.

CITY OF GOLETA:

CONSULTANT:

Daniel Singer, City Manager

By: Greg Moore
Title: MELCO LLC, Principal

ATTEST:

Deborah Constantino, City Clerk

APPROVED AS TO FORM

Tim W. Giles, City Attorney

ATTACHMENT 2

Agreement 08-151

Project Name: City Hall Emergency Back Up Generator Project

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE CITY OF GOLETA AND MOORE ELECTRIC

THIS AGREEMENT is made and entered into this 17th day of December, 2008, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and MELCO LLC., dba "MOORE ELECTRIC" (herein referred to as "Consultant").

City and Consultant agree as follows:

1. RETENTION AS CONSULTANT

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Consultant are as follows:

Professional electrical services in conjunction with the connection of a 175kW diesel trailer mounted standby generator and installation of an Automatic Transfer Switch (ATS) and associated electrical equipment and wiring for Goleta City Hall. Services shall generally include all labor, equipment and materials to complete the installation as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein. Consultant shall deliver to City the deliverables defined in Exhibit "A"

3. COMPENSATION AND PAYMENT

Maximum and Rate. The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of **\$20,000** (herein "not to exceed amount") payable upon completion of the project work. Consultant shall be paid the flat rate sum of \$16,943 for the services identified in Section 2.

(a) **Payment.** Consultant shall provide City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

4. **EXTRA SERVICES**

City shall pay Consultant for those City authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. **CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Vyto Adomaitis, RDA, Neighborhood Services and Public Safety Director. Project Manager shall have the authority to act on behalf of the City in administering this agreement but shall not be authorized to extend the term of the agreement or increase the not to exceed amount.

City shall perform the services defined as follows: City to provide the following items: 1. 600 Amp Automatic Transfer Switch 2. 175kW Diesel Caterpillar Trailer Mounted Generator. 3. Approved Permits from the Santa Barbara County Fire Department and Santa Barbara Air Pollution Control District for the 175kW Diesel Generator 4. City shall issue a no fee electrical permit to contractor for requisite electrical work 5. City to provide access to the building for work being performed.

6. **TERM, PROGRESS AND COMPLETION**

The term of this Agreement is from the date first written above to March 1, 2009, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Consultant shall not commence work on the services to be performed until (i) Consultant furnishes proof of insurance as required by paragraph 10 below, and (ii) City gives written authorization to proceed with the work provided by City's Project Manager. All services shall be completed within 21 calendar days following the Notice to Proceed.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This Agreement is for professional services which are personal to City. Mr. Greg Moore, Principal, is deemed to be specially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement.

This Agreement is not assignable by Consultant without City's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) **Hold Harmless for Consultant's Damages.** Consultant holds City, its elected officials, officers, agents, and employees, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Consultant is on City property, or which are connected, directly or indirectly, with Consultant's performance of any activity or work required under this Agreement.

(b) **Defense and Indemnity of Third Party Claims/Liability.** Consultant shall investigate, defend, and indemnify City, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of Consultant or any of Consultant's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of Consultant or any of Consultant's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work.

The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) **No Waiver.** City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 10.

10. INSURANCE

Consultant shall, at Consultant's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating level of A- or better, Class VII or better, or as otherwise approved by City.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of 1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by Consultant hereunder shall contain or be endorsed to contain the following provisions:

- a) City, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.

- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to City's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by City.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to City. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of recovery prior to a loss. Consultant waives its right of recovery against City.
- f) Consultant agrees to deposit with City within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Consultant hereunder. Any failure, actual or alleged, on the part of City to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of City. City has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments.
- h) Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

11. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Consultant be considered an officer, agent, servant or employee of City. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant or withheld from any funds due to Consultant hereunder.

13. TERMINATION BY CITY

City, by notifying Consultant in writing, may upon 30 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement. If termination is for cause, no notice period need be given. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, Consultant shall make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Consultant will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any City employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. TAXPAYER IDENTIFICATION NUMBER

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. MODIFICATION OF AGREEMENT

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Consultant.

24. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

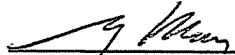
25. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

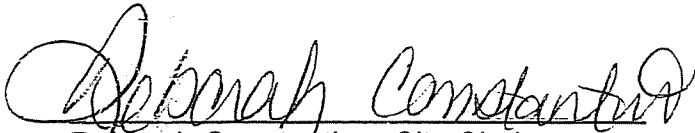
26. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.


By: Greg Moore
Title: MELCO LLC, Principal

ATTEST:


Deborah Constantino, City Clerk

APPROVED AS TO ADMINISTRATION:


Daniel Singer, City Manager

APPROVED AS TO FORM



Tim W. Giles, City Attorney

EXHIBIT "A"
Scope of Work

1) Description

This work shall consist of:

- i) Electrical work to connect a 175kw diesel trailer mounted standby generator to an ASCO automatic electrical transfer switch (ATS).
- ii) All work shall be in accordance to the City of Goleta's approved Electrical Code. A No Fee permit is required prior to construction/commencement of work.
- iii) Provide and install all electrical equipment as shown on the plans or required to complete the installation.
- iv) Furnish and install disconnect switches at remote locations.
- v) All conduit runs shall contain a code sized green ground wire.
- vi) All conductors shall be in conduit.
- vii) All conductors shall be copper with type THHN/THWN insulation.
- viii) All freight taxes and delivery charges included.
- ix) Connection to generator will be via an outlet installed to the exterior of the building.
- x) Provide for suitable cable connection between generator and City Hall building to ATS.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JH MOOR-15	DATE (MM/DD/YYYY) 12/08/08
PRODUCER NorthWest Insurance Agency-N Agency License #0580581 1754 Second Street, Suite B Napa CA 94559 Phone: 707-255-7203 Fax: 707-255-3140		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
Moore Electric Melco LLC DBA: P.O. Box 8537 Goleta CA 93118		INSURER A: Financial Pacific	
		INSURER B: Hartford Insurance	29424
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	171138E	09/05/08	09/05/09	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COM/PROP AGG	\$ 1,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
B	AUTOMOBILE LIABILITY	57UECTL2861	02/20/08	02/20/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$	
					AUTO ONLY: AGG \$	
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$	
	<input type="checkbox"/> DEDUCTIBLE				\$	
	<input type="checkbox"/> RETENTION \$				\$	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$	
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$	
	OTHER				E.L. DISEASE - POLICY LIMIT \$	

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

Certificate holder is named as additional insured per CG2010 01/08 attached, RE: Electrical Work at 130 Cremona Drive, Goleta, CA. - installation of owner provided generator & automatic transfer switch *10 day written notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

CCCC-01 City of Goleta Attn: Vito Adomaitis 130 Cremona Dr., Ste B Goleta CA 93117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: 171138E

COMMERCIAL GENERAL LIABILITY
CG 20 10 Blanket Additional Insured 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED:(Section II)

This section is amended to include as an insured the person or organization shown in the schedule, but only to the extent that the person or organization is held liable for your work for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments).

WAIVER OF SUBROGATION:

We waive any right of recovery that we may have against the person or organization shown in the Schedule above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

ELECTRICAL WORK - WITHIN BLDGS
CONTRACTORS PERMA- YARD-MAINT/STORAGE

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION:

The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. "The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement
EFFECTIVE DATE:

Sep/5/2008

Endorsement
EXPIRATION DATE:

Sep/5/2009

CERTHOLDER COPY

NC



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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-08-2008

GROUP:
POLICY NUMBER: 1587574-2008
CERTIFICATE ID: 18
CERTIFICATE EXPIRES: 09-01-2009
09-01-2008/09-01-2009

CITY OF GOLETA
ATTN: VITO ADDMAITIS
130 CREMONA DR STE B
GOLETA CA 93117-5514

NC

JOB: ELECTRICAL WORK
130 CREMONA DRIVE
GOLETA
CA 93117

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

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

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

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

James Neary
AUTHORIZED REPRESENTATIVE

Janet Frank
PRESIDENT

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

ENDORSEMENT #1901 - GREGORY MOORE MGR-MEM - EXCLUDED.

ENDORSEMENT #2055 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-01-2007 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

MELCO, LLC DBA: MOORE ELECTRIC
PO BOX 8537
GOLETA CA 93118

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[B10,NC]