

MYA 3000 \* 385



# Monterey County

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

## Board Order

Agreement No.: A-12323

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

- a. Approved Amendment No. 1 to the Professional Services Agreement with Fonseca/McElroy Grinding Company, Inc., to continue to allow on-call rental of a fully operated, fueled and maintained asphalt grinding machine at various locations in the County as directed by the County of Monterey, Resource Management Agency - Department of Public Works and include on-call rental of a fully operated, fueled and maintained paver machine, in the amount of \$130,000 for a total amount not to exceed \$200,000, and extend the term to June 30, 2013; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 1 to the Professional Services Agreement and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 11th day of September 2012, by the following vote, to-wit:

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

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on September 11, 2012.

Dated: September 18, 2012  
File Number: A 12-165

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

By *Danielle Hancock*  
Deputy

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
FONSECA/MCELROY GRINDING COMPANY, INC.**

**THIS AMENDMENT NO. 1** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Fonseca/McElroy Grinding Company, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on May 11, 2012 (hereinafter, "Agreement") to provide on-call rental of a fully operated, fueled and maintained asphalt grinding machine; and

**WHEREAS**, the Parties wish to amend the Agreement to include on-call rental of a fully operated, fueled and maintained paver machine; and

**WHEREAS**, additional funding is necessary to expand the type and the amount of rental services provided by the CONTRACTOR as directed by the County of Monterey, Resource Management Agency – Department of Public Works; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term to June 30, 2013 and to increase the amount by \$130,000 to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in ~~Exhibit A-1~~ in conformity with the terms of this Agreement. The services are generally described as follows: Provide on-call rental of fully operated, fueled and maintained asphalt grinding and paver machines at various locations in the County as directed by the County of Monterey, Resource Management Agency – Department of Public Works.

Amendment No. 1 to Professional Services Agreement  
Fonseca/McElroy Grinding Company, Inc.  
On-Call Rental of Fully Operated, Fueled and Maintained  
Asphalt Grinding and Paver Machines  
RMA – Department of Public Works  
Term: May 1, 2012 – June 30, 2013  
Not to Exceed: \$200,000

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$200,000.

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

The term of this Agreement is from May 1, 2012 to June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by replacing "Exhibit A - Scope of Services/Payment Provisions" with "Exhibit A-1 - Scope of Services/Payment Provisions".

5. In all places within the Agreement, any reference to Exhibit A - Scope of Services/Payment Provisions, is hereby replaced with Exhibit A-1 - Scope of Services/Payment Provisions.

6. All other terms and conditions of the Agreement remain unchanged and in full force.

7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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Amendment No. 1 to Professional Services Agreement  
Fonseca/McElroy Grinding Company, Inc.  
On-Call Rental of Fully Operated, Fueled and Maintained  
Asphalt Grinding and Paver Machines  
RMA - Department of Public Works  
Term: May 1, 2012 - June 30, 2013  
Not to Exceed: \$200,000

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

COUNTY OF MONTEREY

CONTRACTOR\*

By: [Signature]  
FOIA Contracts/Purchasing Officer

Fonseca/McElroy Grinding Company, Inc.  
Contractor's Business Name

Date: 9-26-12

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

Its: MICHAEL MCELROY - PRESIDENT  
(Print Name and Title)

Date: 7/26/12

Approved as to Form and Legality  
Office of the County Counsel

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

By: [Signature]  
Deputy County Counsel

Its: LISA MCELROY - SECRETARY  
(Print Name and Title)

Date: 7/27/12

Date: 7/26/12

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 7/27/12

ENTERED  
SEP 26 2012  
CCC

Approved as to Indemnity and Insurance Provisions

By: \_\_\_\_\_  
Risk Management

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

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

Amendment No. 1 to Professional Services Agreement  
Fonseca/McElroy Grinding Company, Inc.  
On-Call Rental of Fully Operated, Fueled and Maintained  
Asphalt Grinding and Paver Machines  
RMA - Department of Public Works  
Term: May 1, 2012 - June 30, 2013  
Not to Exceed: \$200,000

**EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

*Revised July 20, 2012*

March 20, 2012

**Fonseca/McElroy Grinding Company, Inc.  
Scope of Work**

On an "on-call" basis, Fonseca/McElroy Grinding Company, Inc. (FMG) will provide a fully operated, fueled and maintained asphalt grinding machine and/or paver machine as directed by the County of Monterey Department of Public Works (Public Works). FMG will be responsible for transporting the equipment to and from the worksite at the hourly rate stated in the attached 2012 Price Lists. The rates set forth in the 2012 Price Lists are to remain firm through June 30, 2013 and, thereafter may be adjusted according to the terms and conditions of the Agreement and by written amendment executed by the County.

The scope of work is further defined below:

1. Public Works will perform all work incidental to asphalt grinding/milling/paving operations. FMG is not responsible for grinding areas inaccessible to the machines, chipping, handwork, cutback tapers, grinding of Portland Cement Concrete (PCC), placement and maintenance of "Uneven Pavement" signage.
  2. Public Works will provide all traffic control.
  3. Public Works will provide all pre-notifications and signage.
  4. Public Works will provide USA notification and markings prior to starting work.
  5. Public Works will provide water source, water truck and water meter if necessary.
  6. Public Works will be responsible for damage to asphalt grinder/paver caused by unmarked subsurface obstacles (i.e., water valves, manholes buried steel or iron).
  7. Public Works will notify FMG within 48 hours of any potential back charges.
- 
8. Rental rates do not include permits, bonds, state or local taxes.
  9. Daily rental rates include one complete set of teeth for the asphalt grinding machine. Additional teeth will be provided on an as-needed basis with the approval and at the expense of the County. The per tooth replacement rate is \$4.00.
  10. The operation of the asphalt grinding machine/paver machine requires payment of prevailing wages to all workers employed under this Agreement on public work projects as defined in Labor Code Section 1771. Copies of the prevailing rate of per diem wages are on file at the County of Monterey Department of Public Works, 168 West Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA, which shall be made available to any interested party on request.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS



2012 Price List

|                                    |   |
|------------------------------------|---|
| <b>Skid Steer (w/ attachments)</b> |   |
| • 18" Cold Planer                  | \$1,250.00 Per 8 hour day: Machine and Operator       |
| • Broom Attachment                 | \$ 200.00 Overtime Per hour                           |
| • Rubber Tires                     | \$1,600.00 Saturday (8hr)                             |
| • (1) Available                    | \$1,800.00 Sunday (8hr)                               |
| <b>12"/20"/24" Mill</b>            |   |
| • Rear Loading                     | \$2,500.00 Per 8 hour day: Machine and Operator       |
| • Rubber Wheel Driven              | \$ 400.00 Per 8 hour day: Groundman                   |
| • (1) Available                    | \$ 400.00 Overtime Per hour                           |
|                                    | \$2,800.00 Saturday (8hr)                             |
|                                    | \$3,000.00 Sunday (8hr)                               |
| <b>48" Mill</b>                    |   |
| • Front Loading                    | \$2,650.00 Per 8 hour day: Machine and Operator       |
| • Track Drive                      | \$ 400.00 Per 8 hour day: Groundman                   |
| • 11 1/2 Max. Cutting Depth        | \$ 400.00 Overtime Per hour                           |
| • (6) Available                    | \$2,950.00 Saturday (8hr)                             |
|                                    | \$3,150.00 Sunday (8hr)                               |
| <b>6'8" Mill</b>                   |   |
| • Front Loading                    | \$3,360.00 Per 8 hour day: Machine/Operator/Groundman |
| • Track Drive                      | \$ 500.00 Overtime Per hour                           |
| • 11 1/2 Max. Cutting Depth        | \$3,800.00 Saturday (8hr)                             |
| • (5) Available                    | \$4,300.00 Sunday                                     |
| <b>7' Mill</b>                     |   |
| • Front Loading                    | \$3,800.00 Per 8 hour day: Machine/Operator/Groundman |
| • Track Drive                      | \$ 500.00 Overtime Per hour                           |
| • 12" Max. Cutting Depth           | \$4,200.00 Saturday (8hr)                             |
| • (4) Available                    | \$4,700.00 Sunday (8hr)                               |

Note: Transport fees will apply @ \$95.00 per hr. (Fee's are calculated based on the time it takes to travel from our yard, to your job-site). For night work, add \$250 to the published rate.

FONSECA/MCELROY GRINDING CO., INC.  
 336 E. GISH ROAD • SAN JOSE, CA 95112 • PH: 408.573.9FMG (9364) • FX: 408.573.8FMG (8364) • LICENSE #796046

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS



### 2012 Paver Price List

#### 4' Tracked Trench Paver (4' to 6'-7")

- Machine and One Operator \$1,800.00 Per 8 hour min day (Monday - Friday)
  - Standby Rental \$1,200.00 Per day (Monday - Friday)
  - Screed Operator \$ 600.00 Per 8 hour min day
  - (O.T. if necessary) \$ 275.00 Overtime Per hour after 8hrs.
- \*Call For Availability

#### 8' Tracked LeeBoy Low Deck 8500 (8' to 13')

- Machine and One Operator \$1,800.00 Per 8 hour min day (Monday - Friday)
  - Standby Rental \$1,200.00 Per day (Monday - Friday)
  - Screed Operator \$ 600.00 Per 8 hour min day.
  - (O.T. if necessary) \$ 275.00 Overtime Per hour after 8hrs.
- \*Call For Availability

**Note:** Transport fees will apply @ \$95.00 per hr. (Fee's are calculated based on the time it takes to travel from our yard, to your job-site).

FONSECA/McELROY GRINDING CO., INC.  
336 E. GISH ROAD • SAN JOSE, CA 95112 • PH: 408.573.9FMC (9364) • FX: 408.573.BFMC (8364) • LICENSE #796046



# CERTIFICATE OF LIABILITY INSURANCE

FONSEMCEL2

DATE (MM/DD/YYYY)  
3/28/2012

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).

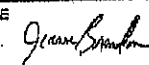
|  |  |                               |
|--|--|-------------------------------|
| <b>PRODUCER</b><br>Construction & Real Estate Practice<br>Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408<br>959 Skyway Road<br>San Carlos, CA 94070 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext):<br>E-MAIL ADDRESS: CertRequests@wellsfargo.com | FAX (A/C, No): (650) 413-4497 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   |                               |
| <b>INSURED</b><br>Fonsaca/McElroy Grinding Co., Inc.<br>336 E. Gish Road<br><br>San Jose CA 95112  | <b>INSURER A:</b> National Union Fire Ins. Co. of Pittsburgh, PA                             | <b>NAIC #</b><br>19445        |
|  | <b>INSURER B:</b> Navigators Insurance Company   | <b>NAIC #</b><br>42307        |
|  | <b>INSURER C:</b> Commerce & Industry Ins. Co  | <b>NAIC #</b><br>19410        |
|  | <b>INSURER D:</b>  |                               |
|  | <b>INSURER E:</b>  |                               |

**COVERAGES** CERTIFICATE NUMBER: 4126237 REVISION NUMBER: See below

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 ISURR INSR. WVD.                               | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|---|--|---|-----------------|-------------------------|-------------------------|--|
| A   | GENERAL LIABILITY  | X   | 4870838         | 3/1/2012                | 3/1/2013                | EACH OCCURRENCE \$ 1,000,000   |
|   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |   |                 |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000                                   |
|   | <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 - COMP/OP AGG \$ 2,000,000  |
|   |  |   |                 |                         |                         |  |
| GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |  |   |                 |                         |                         |  |
| A   | AUTOMOBILE LIABILITY   | X   | B263799         | 3/1/2012                | 3/1/2013                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                       |
|   | <input checked="" type="checkbox"/> ANY AUTO                                   |   |                 |                         |                         | BODILY INJURY (Per person) \$  |
|   | <input type="checkbox"/> ALL OWNED AUTOS                                       | <input type="checkbox"/> SCHEDULED AUTOS            |                 |                         |                         | BODILY INJURY (Per accident) \$  |
|   | <input checked="" type="checkbox"/> HIRED AUTOS                                | <input checked="" type="checkbox"/> NON-OWNED AUTOS |                 |                         |                         | PROPERTY DAMAGE (Per accident) \$  |
|   |  |   |                 |                         |                         |  |
| B   | UMBRELLA LIAB  | <input checked="" type="checkbox"/> OCCUR           | SF12EXC746952IV | 3/1/2012                | 3/1/2013                | EACH OCCURRENCE \$ 1,000,000   |
|   | <input checked="" type="checkbox"/> EXCESS LIAB                                | <input type="checkbox"/> CLAIMS-MADE                |                 |                         |                         | AGGREGATE \$ 1,000,000   |
|   | <input type="checkbox"/> DED   | <input type="checkbox"/> RETENTION \$               |                 |                         |                         |  |
| C   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  |   | 021417754       | 3/1/2012                | 3/1/2013                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
|   | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    | <input type="checkbox"/> Y/N                        |                 |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000  |
|   | If yes, describe under DESCRIPTION OF OPERATIONS below                         |   |                 |                         |                         | E.L. DISEASE - SA EMPLOYEE \$ 1,000,000  |
|   |  |   |                 |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 87 960 01 05,CG 20 10 07 04,CG 20 37 07 04,90533 (3/08) Re: FMG Job #C11853; County of Monterey - rental equipment for the 2011-12 Slurry Seal and 2012-2013 Chlp Seal Projects Various Locations.  
 County of Monterey, its agents, officers and employees is named as additional insured as respects general liability and automobile liability per endorsements attached.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>County of Monterey<br>Contracts/Purchasing Department<br>Attn: Shelly Dickinson<br>168 West Alisal Street, 3rd Floor<br>Salinas, CA 93901 | <b>CANCELLATION</b><br>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<br>   |

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ACORD 25 (2010/05)

(This certificate replaces certificate # 4126237 issued on 3/28/2012)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location(s) Of Covered Operations  |
|--|------------------------------------|
| WHERE REQUIRED BY WRITTEN CONTRACT   | WHERE REQUIRED BY WRITTEN CONTRACT |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                    |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

~~This insurance does not apply to "bodily injury" or "property damage" occurring after:~~

1. 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
2. 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.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 3/1/2012 forms a part of

policy No. 4870838 issued to Fonseca/McElroy Grinding Co., Inc.

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY COVERAGE FOR SPECIFIED PERSONS OR  
ORGANIZATIONS NAMED AS ADDITIONAL INSURED -  
ONGOING AND COMPLETED OPERATIONS

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following paragraph is added to SECTION II - WHO IS AN INSURED and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insureds; or b) "your work" performed for the additional insureds and included in the "products-completed operations hazard";

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy are the same.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s):  | Location And Description Of Completed Operations |
|--|--|
| <del>WHERE REQUIRED BY WRITTEN CONTRACT</del>  | WHERE REQUIRED BY WRITTEN CONTRACT.              |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |  |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"



**ENDORSEMENT**

This endorsement, effective 12:01 A.M., forms a part of 8263799

policy No. 3/1/2012 Issued to Fonseca/McElroy Grinding Co., Inc.

by

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

**ADDITIONAL INSURED:**

**WHERE REQUIRED BY WRITTEN CONTRACT.**

**I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who is insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

**PRIMARY INSURANCE:**

IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS <sup>NOT</sup> PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSUREDS SHALL BE EXCESS ONLY AND <sup>NOT</sup> CONTRIBUTING TO THIS INSURANCE.

*Juan Smith*

Authorized Representative or  
Countersignature (in States Where  
Applicable)



# COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 02-08-2013

DO 3000 0000002880

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

**VENDOR**  
Fonseca McElroy Grinding Co., Inc.  
336 E. Gish Rd.  
San Jose CA 95112

**SHIP TO**  
PUBLIC WRK  
168 W. ALISAL ST.,  
2ND FLOOR  
SALINAS CA 93901

**BILL TO**  
RMA FINANCE  
168 W ALISAL STREET  
2ND FLOOR  
SALINAS CA 93901

VENDOR NUMBER: VS0000002558

DELIVERY DATE:

F.O.B.:

| ITEM | QUANTITY | UNIT | COMMODITY CODE | ITEM DESCRIPTION   | UNIT PRICE | SALES TAX | EXTENDED PRICE |
|------|----------|------|----------------|--|------------|-----------|----------------|
| 1    | 0.0      |      | 97566          | PURCH DESC: ***AMENDMENT NO 1 TO PSA EXTENDS TERM FROM 04/30/13 TO 06/30/13 AND INCREASES THE AMOUNT TO \$130,000.00***<br>PROFESSIONAL SERVICES AGREEMENT (PSA) (MYA 3000*385) WITH FONSECA/MCELROY GRINDING COMPANY, INC. AND THE COUNTY OF MONTEREY TO PROVIDE ON-CALL RENTAL OF A FULLY OPERATED, FUELED AND MAINTAINED ASPHALT GRINDING MACHINE AT VARIOUS LOCATIONS IN THE COUNTY AS DIRECTED BY THE COUNTY OF MONTEREY RESOURCE MANAGEMENT AGENCY - DEPARTMENT OF PUBLIC WORKS IN THE AMOUNT NOT TO EXCEED \$70,000. THE TERM OF THIS PSA IS FROM MAY 1, 2012 TO APRIL 30, 2013. THE TERM OF THIS DO IS VALID FROM JULY 01, 2012 JUNE 30,2013.<br>COMM LINE DESC: Rd & HWY Equip (Not Otherwise Classified) Rent/Lease<br>002 - 3000 - 8185 - RMA012 - 6821 - - - 130000.00 | .00        | .00       | 130,000.00     |

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at [http://www.co.monterey.ca.us/admin/terms\\_conditions.htm](http://www.co.monterey.ca.us/admin/terms_conditions.htm)

ORDER TOTAL 130,000.00

TAX EXEMPTION INFORMATION:  
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION

TELEPHONE:

EMAIL:

AUTHORIZED BY COUNTY OF MONTEREY  
DEPUTIZED PURCHASING AGENT

*Michael R. 7e*

PRINT DATE: 02/11/13

CONTRACTS/PURCHASING DIVISION  
168 W. Alisal St. 3rd Floor, Salinas, CA 93901

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