

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
FONSECA/MCELROY GRINDING COMPANY, INC.**

**THIS AMENDMENT NO. 2** 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**, Agreement was amended by the Parties on September 26, 2012 (hereinafter, "Amendment No. 1") to include on-call rental of a fully operated, fueled and maintained paver machine; and

**WHEREAS**, additional time and funding are necessary as the County has identified a continued need for on-call rental of a fully operated, fueled and maintained asphalt grinding machine and paver machine at various locations in the County as directed by the County of Monterey, Resource Management Agency – Public Works; and

**WHEREAS**, the CONTRACTOR'S Price Lists require an update effective July 1, 2013, and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term to June 30, 2014, to update the Price Lists, and to increase the amount by \$100,000 to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. Delete Pages 2 and 3 of "Exhibit A-1 – Scope of Services/Payment Provisions".
2. In all places within the Agreement, any reference to the CONTRACTOR'S 2012 Price Lists in "Exhibit A-1 – Scope of Services/Payment Provisions" are hereby replaced with the CONTRACTOR's 2013 Price Lists in "Exhibit A-2 – 2013 Price Lists".
3. Amend Paragraph 2, "Payments by County", to read as follows:

Amendment No. 2 to Professional Services Agreement  
Fonseca/McElroy Grinding Company, Inc.  
On-Call Rental of Fully Operated, Fueled and Maintained  
Asphalt Grinding and Paver Machines  
RMA – Public Works  
Term: May 1, 2012 – June 30, 2014  
Not to Exceed: \$300,000

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-2**, 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 \$300,000.

4. 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, 2014, unless sooner terminated pursuant to the terms of this Agreement.

5. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2 – 2013 Price Lists".
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 2 to Professional Services Agreement  
Fonseca/McElroy Grinding Company, Inc.  
On-Call Rental of Fully Operated, Fueled and Maintained  
Asphalt Grinding and Paver Machines  
RMA – Public Works  
Term: May 1, 2012 – June 30, 2014  
Not to Exceed: \$300,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

**COUNTY OF MONTEREY**

By: *Neha B. Bhandari*  
Contracts/Purchasing Officer

Date: 9 July 2013

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

By: *Cynthia L. O'Leary*  
Deputy County Counsel

Date: 5-23-13

**Approved as to Fiscal Provisions**

By: *[Signature]*  
Auditor/Controller

Date: 5-21-13

**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.

**CONTRACTOR\***

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

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

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

Date: 5/17/13

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

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

Date: 5/17/13

Amendment No. 2 to Professional Services Agreement  
Fonseca/McElroy Grinding Company, Inc.  
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Not to Exceed: \$300,000

EXHIBIT A - 2 – 2013 PRICE LISTS



2013 Cold Planer 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	\$ 600.00 Per 8 hour day: Groundman
• (1) Available With Notice Only	\$ 400.00 Overtime Per hour
	\$2,800.00 Saturday (8hr)
	\$3,000.00 Sunday (8hr)
<b>36" Mill (Specialty Drum)</b>	
• Front Loading	\$3,300.00 Per 8 hour day: Machine and Operator
• Track Drive	\$ 600.00 Per 8 hour day: Groundman
• 6" Max. Cutting Depth	\$ 400.00 Overtime Per hour
• (1) Available With Notice Only	\$3,400.00 Saturday (8hr)
	\$3,600.00 Sunday (8hr)
<b>48" Mill</b>	
• Front Loading	\$2,650.00 Per 8 hour day: Machine and Operator
• Track Drive	\$ 600.00 Per 8 hour day: Groundman
• 11 ½ 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 ½ 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. Replacement teeth are billed at \$5.00 per tool.**

**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 - 2 - 2013 PRICE LISTS



2013 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/Laborer \$ 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/Laborer \$ 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: 408.573.9FMG [9364] • FX: 408.573.8FMG [8364] • LICENSE #796046



# CERTIFICATE OF LIABILITY INSURANCE

278397

DATE (MM/DD/YYYY)  
5/10/2013

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> Construction & Real Estate Practice Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 959 Skyway Road San Carlos, CA 94070	<b>CONTACT NAME:</b> PHONE (A/C No. Ex): E-MAIL ADDRESS:	FAX (A/C No): (866) 358-1487 CertRequests@wellsfargo.com
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Fonseca/McElroy Grinding Co., Inc. 336 E. Gish Road San Jose CA 95112	<b>INSURER A:</b> National Union Fire Ins. Co. of Pittsburgh, PA	NAIC # 19445
	<b>INSURER B:</b> Great American Insurance Company	16691
	<b>INSURER C:</b> Commerce & Industry Insurance Company	19410
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER: 6035572**                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		4870838	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		8263799	3/1/2013	3/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SBE047902700	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	21417754	3/1/2013	3/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

90533 (3/06),87 950 01 05,CG20100704,CG20370704 Re: FMG Job #C12003; County of Monterey - rental equipment for the 2011-12 Slurry Seal and 2012-2013 Chip 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.

**CERTIFICATE HOLDER****CANCELLATION**

County of Monterey Contracts/Purchasing Department Attn: Shelly Dickinson 168 West Alisal Street, 3rd Floor Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

(This certificate replaces certificate# 5682023 issued on 2/28/2013)

**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) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
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.

**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) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU HAVE BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT

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. 3/1/2013 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)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 3/1/2013 forms a part of

policy No. 8263799 issued to Fonseca/McElroy Grinding Co., Inc:

by National Union Fire Ins. Co. of Pittsburgh, PA

**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:**

**IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSUREDS SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.**



Authorized Representative or  
Countersignature (in States Where  
Applicable)