



## Monterey County Board of Supervisors

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

### Board Order

#### Agreement No.: A-13610

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

- a. Approved Amendment No. 1 to the Standard Agreement with Frank J. Conte or Laurel R. Conte dba Conte's Generator Service to continue to provide services associated with generator maintenance and repair for various County Service Areas, County Sanitation Districts and specific County facilities, Request for Proposals #10551, to increase the not to exceed amount of \$39,650 by \$79,300 (at an annual amount of \$39,650 for the initial three (3) year term of the Agreement) for a total amount not to exceed \$118,950, with no extension to the term of the Agreement beginning October 2, 2015 through October 2, 2018, with the option to extend the term for two (2) additional one (1) year period(s); and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to the Standard Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.

**PASSED AND ADOPTED** this 27th day of June 2017, by the following vote, to wit:

**AYES:** Directors Alejo, Phillips, Salinas Parker and Adams

**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 80 for the meeting June 27, 2017.

Dated: July 2, 2017  
File ID: 17-0631

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

By Denise Hancock  
Deputy



**AMENDMENT NO. 3  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
FRANK J. OR LAUREL R. CONTE DBA CONTE'S GENERATOR SERVICE**

**THIS AMENDMENT NO. 3** to Standard Agreement No. A-13610 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Frank J. or Laurel R. Conte dba Conte's Generator Service (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into Standard Agreement No. A-13610 with County on October 5, 2015 (hereinafter, "Agreement") to provide generator maintenance and repair for various County Service Areas (CSAs) and County Sanitation Districts (CSDs) (hereinafter, "services") through October 2, 2018 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$39,650; and

**WHEREAS**, Agreement was amended by the Parties on July 7, 2017 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to increase the amount by \$79,300 which resulted in a total not to exceed amount of \$118,950 with no term extension; and

**WHEREAS**, Agreement was amended by the Parties on September 20, 2018 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through October 2, 2019, with no increase in the not to exceed amount; and

**WHEREAS**, County has a continued need for services; and

**WHEREAS**, CONTRACTOR's annual not to exceed amount was \$39,650 for the services provided for the initial three (3) year term of the Agreement; and

**WHEREAS**, there are remaining funds from the Agreement's total not to exceed amount of \$118,950; and

**WHEREAS**, additional funding is not necessary; and

**WHEREAS**, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to October 2, 2020 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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

1. Amend the first sentence of Paragraph 3.01 of Section 3.0. "Term of Agreement", to read as follows:

The term of this Agreement is from October 2, 2015 to October 2, 2020, unless sooner terminated pursuant to the terms of this Agreement.

2. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0. Payment Conditions, of the Agreement. All invoices shall reference **Multi-Year Agreement (MYA) #3000\*1319**, the services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us):

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us).

3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR\*

By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

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


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

Approved as to Form and Legality  
Office of the County Counsel-Risk Management  
Leslie J. Girard, Acting County Counsel-Risk Manager

Its: Frank J. Conte, Owner/Sole Proprietor  
(Print Name and Title)

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date: 10-1-2019

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

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

Its: Laurel R. Conte, Owner/Sole Proprietor  
(Print Name and Title)

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller

Date: 10-1-2019

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

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Leslie J. Girard, Acting County Counsel-Risk Manager

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR\*

By:   
Contracts/Purchasing Officer


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

Date: 10/10/19

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

Approved as to Form and Legality  
Office of the County Counsel-Risk Management  
Leslie J. Girard, Acting County Counsel-Risk Manager


Its: Frank J. Conte, Owner/Sole Proprietor  
(Print Name and Title)

By:   
Mary Grace Perry  
Deputy County Counsel

Date: 10-1-2019

Date: 10-3-19

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

Approved as to Fiscal Provisions  
By:   
Auditor/Controller

Its: Laurel R. Conte, Owner/Sole Proprietor  
(Print Name and Title)

Date: 10/4/19

Date: 10-1-2019

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Leslie J. Girard, Acting County Counsel-Risk Manager

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/2/2018

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> G.L. Anderson Ins Svcs Inc an affiliate of Professional Ins Assoc 101 Parkshore Dr, Ste 245 Folsom CA 95630	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 916-353-5130      FAX (A/C. No): 916-353-5135 E-MAIL ADDRESS: certificates@glAndersonIns.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Conte's Generator Service P.O. Box 1469 Monterey CA 93942	<b>INSURER A:</b> Atain Specialty Insurance Co.      35378	
	<b>INSURER B:</b> Evanston Ins. Co.      25011	
	<b>INSURER C:</b> Wesco Insurance Company	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

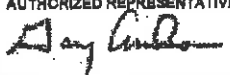
**COVERAGES**      **CERTIFICATE NUMBER:** 1978201204      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CIP352959	9/28/2018	9/28/2019	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 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			XOBW7853418	9/28/2018	9/28/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WMC3372593	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Rented/Borrowed Equipment			CIP352959	9/28/2018	9/28/2019	Limit 40,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Job Description: Various Sites Monterey County.  
County of Monterey, Officers and employees are shown as Additional Insured for General Liability per attached form. Insurance is Primary & Non-Contributory.  
Monterey County Public Works.

\*10 Day Notice of Cancellation Applies for Non-Payment of Premium

<b>CERTIFICATE HOLDER</b>  County of Monterey Department of Public Works 168 W. Alisal 2nd Floor Salinas CA 93901	<b>CANCELLATION</b>  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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/25/2019

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> G.L. Anderson Ins Svcs Inc an affiliate of Professional Ins Assoc 193 Blue Ravine Rd, Suite 210 Folsom CA 95630	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 916-353-5130      FAX (A/C, No): 916-353-5135 E-MAIL ADDRESS: certificates@glandersonins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Conte's Generator Service P.O. Box 1469 Monterey CA 93942	CONTE01	INSURER A : Atain Specialty Insurance Co.      NAIC # 17159
		INSURER B : Evanston Ins. Co.      35378
		INSURER C : Wesco Insurance Company      25011
		INSURER D :
		INSURER F :

**COVERAGES**      **CERTIFICATE NUMBER: 586708336**      **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CIP389777	9/28/2019	9/28/2020	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 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			XOBW8294719	9/28/2019	9/28/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3433809	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Borrowed Equipment			CIP352959	9/28/2018	9/28/2019	Limit 40,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Job Description: Various Sites Monterey County.  
County of Monterey, Officers and employees are shown as Additional Insured for General Liability per attached form. Insurance is Primary & Non-Contributory.  
Monterey County Public Works.

\*10 Day Notice of Cancellation Applies for Non-Payment of Premium

**CERTIFICATE HOLDER**      **CANCELLATION**

County of Monterey Resource Management Agency 1441 Schilling Place South 2nd Floor Salinas CA 93901-4527	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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# CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

<b>Certificate Holder:</b> THE COUNTY OF MONTEREY ITS OFFICERS AGENTS AND EMPLOYEES 1441 SCHILLING PLACE SOUTH 2ND FL SALINAS, CA USA 93901	<b>Named Insured:</b> FRANK CONTE PO BOX 1469 MONTEREY CA 93942-1469
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Automobile Liability			
<b>Insurer Name:</b> Allstate Insurance Company			
<b>Policy Number:</b> 648533407			
<input checked="" type="checkbox"/> 1 - Any Auto	<input type="checkbox"/> 2 - Owned Autos Only	<input type="checkbox"/> 3 - Owned Priv. Pass. Autos Only	
<input type="checkbox"/> 4 - Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/> 5 - Owned Autos Subject to No Fault	<input type="checkbox"/> 6 - Owned Autos Subject to a Compulsory UM Law	
<input checked="" type="checkbox"/> 7 - Specifically Described Autos	<input checked="" type="checkbox"/> 8 - Hired Autos Only	<input checked="" type="checkbox"/> 9 - Nonowned Autos Only	
<b>Policy Effective Date:</b> 12-04-2018		<b>Policy Expiration Date:</b> 12-04-2019	
<b>Limits of Insurance:</b>	\$1,000,000	Combined Single Limit (each accident)	
	BI Per Person	BI Per Accident	PD Per Accident
<b>Description of Operations/Locations/Vehicles/Endorsements/Special Provisions</b>			
<b>Interested Party Type:</b> Additional Insured - Municipality			
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.			

<b>Producer:</b> CLAUDIA DEMARANVILLE	
<b>Authorized Representative:</b>	
<b>Date:</b> 09-26-19	

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ENDORSEMENT

This Endorsement Changes the Policy -Please Read it Carefully

**PRIMARY AND NON-CONTRIBUTING INSURANCE  
(Sole Negligence)**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV –Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Specifically and solely for the Third-Party shown below, notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph, it is hereby agreed that in the event of any "suit" where the damages are caused by the insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third-Party to whom this endorsement applies is:

ANY PARTY FOR WHOM THE INSURED IS PERFORMING SERVICES, AT A SPECIFIED PROJECT SET FORTH IN A WRITTEN CONTRACT, THAT: (1) HAS BEEN SIGNED BY ALL PARTIES, INCLUDING THE NAMED INSURED AND THE PARTY SEEKING COVERAGE UNDER THIS ENDORSEMENT; AND (2) HAS BEEN ENTERED INTO BEFORE ANY LOSS HAS OCCURRED

Any coverage provided pursuant to this endorsement shall be subject to all other terms, conditions, exclusions and endorsements of the policy to which this form is attached.

The endorsement is effective on the inception date of the policy unless otherwise stated below.

Policy Number: CIP389777

Named Insured: CONTE'S GENERATOR SERVICE

Endorsement Effective Date: 09/28/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

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

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

whichever is less.

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

POLICY NUMBER: 648533407

COMMERCIAL AUTO  
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: FRANK CONTE

Endorsement Effective Date: 09-26-2019

### SCHEDULE

Name Of Person(s) Or Organization(s):

THE COUNTY OF MONTEREY ITS OFFICERS AGENTS AND  
EMPLOYEES  
1441 SCHILLING PLACE SOUTH 2ND FL  
SALINAS, CA USA 93901

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Endorsement Effective: 09-26-2019	Countersigned By: <i>[Signature]</i> (Authorized Representative)
Named Insured: FRANK CORLE	Policy # 648533407

### SCHEDULE

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

THE COUNTY OF MONTEREY ITS OFFICERS AGENTS AND  
EMPLOYEES

1441 SCHILLING PLACE SOUTH 2ND FL  
SALINAS, CA USA 93901

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

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is modified by this endorsement, only as it applies to any coverage provided to the person or organization designated in the schedule of this endorsement and only to the extent that such person or organization qualifies as an "insured" under this policy.**

If the named insured has entered into an agreement with the person or organization designated in the Schedule of this endorsement, which requires that the insurance available to them under this policy be applied on a primary and non-contributory basis, the following provision applies:

Any coverage provided under this policy to the person or organization designated in the Schedule of this endorsement is primary, and we will not seek contribution from any other Automobile Liability insurance otherwise available to the designated person or organization.

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