

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
FRANK J. CONTE DBA CONTE'S GENERATOR SERVICE**

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 Frank J. Conte dba Conte's Generator Service (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties") as of the last date opposite the respective signatures.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on October 6, 2010, (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on September 20, 2011 (hereinafter, "Amendment No. 1"); and

WHEREAS, the County has a continuing need for regular preventative maintenance and emergency repairs and parts for the diesel generators operated and maintained by the Monterey County Department of Public Works; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to October 1, 2013 and increase the amount by \$35,047.13 to allow CONTRACTOR 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. 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 Exhibits A and A-1 in conformity with the terms of this Agreement. The services are generally described as follows: Provide regular preventative maintenance and emergency repairs and parts for the diesel generators operated and maintained by the Monterey County Department of Public Works.

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 Exhibits A and 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 \$60,047.13.

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

The term of this Agreement is from October 1, 2010 to October 1, 2013, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Scope of Services/Payment Provisions".
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]
FOR Contracts/Purchasing Officer
Date: 9-28-12

Frank J. Conte dba Conte's Generator Service
Contractor Business Name*
By: [Signature]
(Signature of Chair, President, or Vice-President) u
Its: Laurel R Conte owner
(Print Name and Title)
Date: 9-28-12

Approved as to Form and Legality
Office of the County Counsel
By: [Signature]
Deputy County Counsel
Date: 9/28/2012

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or
Asst. Treasurer)
Its: [Signature]
(Print Name and Title) u
Date: [Signature]

Approved as to Fiscal Provisions
By: [Signature]
Auditor/Controller
Date: 9-5-12

Approved as to Indemnity and Insurance Provisions
By: _____
Risk Management
Date: _____

ENTERED
SEP 28 2012
CCC

*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.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Services provided under Amendment No. 2 to this Agreement shall be increased in the amount of \$35,047.13 as follows:

\$21,150.00	Regular Preventative Maintenance
\$13,897.13	Emergency Repairs and Parts

The total amount of this Agreement shall not exceed the sum of \$60,047.13.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Conte's Generator Service
P.O. box 1469
Monterey, CA 93942
License #743207
831-375-1463/Fax: 831-392-0890

Repair Estimates

April 3, 2012

Monterey County Public Works
Pajaro Levy
Kohler 200 KW
Attn: William Vermilyer

We propose to replace radiator, upper and lower radiator hose's, heater hose's, fan belts and coolant.

Labor seven hours @ \$130.00 per hour: \$910.00.

Parts:

Radiator GM 10988	\$2,289.56.
Upper hose 336664	\$46.23.
Lower hose 336878	\$30.19.
Fan belts GM 78154	\$76.13
10 gallons extra life coolant	\$221.10.
Miscellaneous heater hose	\$37.00.

Labor: \$910.00. (Including travel)

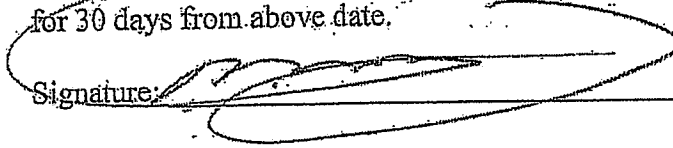
Parts: \$2,700.21.

Sales tax 7.25%: \$201.92.

Factory freight: \$85.00.

Total price: \$3,897.13.

Terms and conditions: A purchase order is required upon acceptance of proposal. Invoice to be paid upon completion. Parts are special ordered and are non-returnable. Quote valid for 30 days from above date.

Signature: 

Date: 6-13-12

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Conte's Generator Service
P.O. Box 1469
Monterey, CA 93942
831-375-1463/Fax:(831-392-0890)
Contesgenerator.com

PREVENTATIVE/SERVICE MAINTENANCE AGREEMENT SEMI-ANNUAL: XX

Date contract submitted: 4-3-2012 Date contract accepted 6-13-12

Annual contract amount: \$1,400.00

This service agreement is being entered into by and between CONTE'S GENERATOR and the customer named herein for the purpose of inspecting and servicing each engine generator sets and their associated equipment, i.e. control panel and safety gauges.

CUSTOMER/COMPANY NAME: Monterey County Public Works

BUILDING or EQUIPMENT ADDRESS: Pajaro Levy, 200 KW Kohler

BILLING ADDRESS: 168 W. Alisal Street, Second Floor, Salinas CA 93901

Upon acceptance of this agreement, CONTE'S GENERATOR will render the services listed. The equipment is to be inspected annually during normal business hours as specified herein for the duration this agreement. This inspection will include:

1. Oil and fuel analysis*
2. Change engine oil and filters*
3. Drain fuel sediment bowl
4. Check cooling system level*
5. Check air filter element (s): Clean or replace as needed.
6. Check belt tension
7. Change fuel filters*
8. Clean crankcase breather
9. Lubricate water pump (s) and idler pulley
10. Check valve clearance */**
11. Clean and lubricate linkages
12. Test safety controls
13. Lubricate fan hub and idler pulley bearings
14. Check engine mounting and alignment
15. Check thermostat operation
16. Check compression */**
17. Change spark plugs as needed */**
18. Adjust and check timing
19. Inspect distributor cap and rotor **
20. Set frequency
21. Inspect and clean field windings and armature*
22. Check exhaust backpressure
23. Inspect, clean and test switchgear and service controller, contacts and relay's
24. Service and clean batteries and all grounds and connections.
25. LOAD BANK two hour annually

PARTS INCLUDED

* Service annually

** Excludes diesel

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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After completion of each inspection a report of this inspection will be submitted to the customer describing the service performed. Customer approved additional parts and labor, if any, will be included in the report. Parts required, but not specifically mentioned above and labor will be charged to the customer at regular rates.

CONTE'S GENERATOR is available with service and parts for this equipment on a 24-hour emergency basis.

LABOR RATE (Charged from time out to time in)

Straight Time.....\$130.00

Overtime (after 5:00 pm & Saturday)\$195.00

Mileage \$75.00 min. after 100 mi. \$1.50 per mile Emergency after 5:00 pm. Sundays and Holidays \$260.00 per hour

Any repairs required between regular inspections will be provided at regular rates for parts and labor plus the established traveling charges from service center to location of generator.

It is understood that this agreement does not include any parts, labor or traveling expenses other than those specifically mentioned above. It does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, or altering the equipment. CONTE'S GENERATOR shall not be responsible for failure to tender the service for causes beyond its control, including strikes and labor disputes. This agreement is not assignable except to an affiliate of Customer without the prior written consent of CONTE'S GENERATOR and will remain in force until canceled by either party with 30 days written notice to the other. Maintenance service will be invoiced and payment due after completion of each inspection.

Customer hereby agrees to indemnify and hold CONTE'S GENERATOR harmless of and from any and all claims, demands, liabilities, loss, damage or expense, paid or incurred, arising from Customer's sole negligence or willful misconduct as a result of testing the equipment. None of the foregoing shall relieve CONTE'S GENERATOR of or from liability resulting from any negligence of CONTE'S GENERATOR, in connection with the performance of the scheduled maintenance called for herein. CONTE'S GENERATOR shall be responsible for incidental and consequential damages resulting in whole or in part from CONTE'S GENERATOR acts of omissions. This agreement is not binding until signed by CONTE'S GENERATOR and the Customer and shall terminate after the expiration of one (1) year from the date Customer signs the agreement or One (1) year from the date of the first inspection. Whichever occurs last.

CUSTOMER REPRESENTATIVE: _____

Michael R. BERR

CONTRACTS/PURCHASING OFFICER
COUNTY OF MONTEREY

DATE: 6/13/12

TELEPHONE: 831-707-4992

ACCEPTED BY: CONTE'S GENERATOR: _____

BY:
FRANK J. CONTE, OWNER

DATE: _____

Conte's Generator Service
P.O. Box 1469
Monterey, CA 93942
831-375-1463/Fax: (831-392-0890)
Contesgenerator.com

Date contract submitted; 6-28-2012 Date contract accepted _____
Annual contract amount: \$13,450.00.

CUSTOMER/COMPANY NAME: Facilities Administration-RMA Finance

BILLING ADDRESS: 855 E. Laurel Drive, Salinas CA 93905 BLDG C

1. Oil and fuel analysis*
2. Change engine oil and filters*
3. Drain fuel sediment bowl
4. Check cooling system level*
5. Check air filter element (s): Clean or replace as needed.
6. Check belt tension
7. Change fuel filters*
8. Clean crankcase breather
9. Lubricate water pump (s) and idler pulley
10. Check valve clearance */**
11. Clean and lubricate linkages
12. Test safety controls
13. Lubricate fan hub and idler pulley bearings
14. Check engine mounting and alignment
15. Check thermostat operation
16. Check compression */**
17. Change spark plugs as needed */**
18. Adjust and check timing
19. Inspect distributor cap and rotor **
20. Set frequency
21. Inspect and clean field windings and armature*
22. Check exhaust backpressure
23. Inspect, clean and test switchgear and service controller
24. Service and clean batteries and all grounds and connections

* Service annually
** Excludes diesel

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Page 2

After completion of each inspection a report of this inspection will be submitted to the customer describing the service performed. Customer approved additional parts and labor, if any, will be included in the report. Parts required, but not specifically mentioned above and labor will be charged to the customer at regular rates.

CONTE'S GENERERATOR is available with service and parts for this equipment on a 24-hour emergency basis.

LABOR RATE (Charged from time out to time in)

Straight Time.....\$130.00
Overtime (after 5:00 pm & Saturday)\$195.00
Emergency after 5:00 pm, Sundays and Holidays \$260.00 per hour

It is understood that this agreement does not include any parts, labor other than those specifically mentioned above. It does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, or altering the equipment. CONTE'S GENERATOR shall not be responsible for failure to tender the service for causes beyond its control, including strikes and labor disputes. This agreement is not assignable except to an affiliate of Customer without the prior written consent of CONTE'S GENERATOR and will remain in force until canceled by either party with 30 days written notice to the other. Maintenance service will be invoiced and payment due after completion of each inspection.

Customer hereby agrees to indemnify and hold CONTE'S GENERATOR harmless of and from any and all claims, demands, liabilities, loss, damage or expense, paid or incurred, arising from Customer's sole negligence or willful misconduct as a result of testing the equipment. None of the foregoing shall relieve CONTE'S GENERATOR of or from liability resulting from any negligence of CONTE'S GENERATOR, in connection with the performance of the scheduled maintenance called for herein. CONTE'S GENERATOR shall be responsible for incidental and consequential damages resulting in whole or in part from CONTE'S GENERATOR acts of omissions. This agreement is not binding until signed by CONTE'S GENERATOR and the Customer and shall terminate after the expiration of one (1) year from the date Customer signs the agreement or One (1) year from the date of the first inspection. Whichever occurs last.

CUSTOMER REPRESENTATIVE: _____

DATE: _____ TELEPHONE: _____

ACCEPTED BY: CONTE'S GENERATOR: _____

BY: _____

FRANK J. CONTE, OWNER

DATE: _____

BID SCHEDULE
GENERATOR MAINTENANCE SERVICE
Generator Service Proposal 2012

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EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Generators P.M Service

Site	Address	CITY	COUNTY	GENSET	ANNUAL SERVICE	TOTAL COST
2012-2013						
Monterey Courthouse	1200 Aguajito Road	Monterey		294308	Cummins \$1,600.00	\$1,900.00
Monterey Courthouse	1200 Aguajito Road	Monterey		11909/6	Lister \$1,000.00	\$1,200.00
Laurel Yard Radio Tower	855 E. Laurel Dr.	Salinas		3500441HL4A03	Lister \$1,200.00	\$1,500.00
MT. Toro - Upper	Dorrance Ranch	Salinas		D980725416	Onnan \$1,250.00	\$1,250.00
MT. Toro - Lower	Dorrance Ranch	Salinas		06X653418	Kohler \$1,400.00	\$1,400.00
King City Radio Tower	522 N. 2nd Street	King City		4P3L34926	Kohler \$1,600.00	\$1,600.00
Huckleberry Hill - Radio Tower	Sunset Drive	Pebble B		K99X157901	Onnan \$750.00	\$750.00
CID BUILDING	2620 FIRST AVE.	Marina		2290664	Kohler \$1,200.00	\$1,500.00
North Wing Generator System	240 Church St.	Salinas		FSE02938	Cat \$2,250.00	\$2,250.00
NOTE: THE ANNUAL PREVENTIVE MAINTENANCE IS PERFORMED SEMI-ANNUALLY						
						\$13,450.00



CERTIFICATE OF LIABILITY INSURANCE

CONTE01

OP ID: EJ

DATE (MM/DD/YYYY)

09/19/12

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).

PRODUCER G.L. Anderson Ins. Svcs., Inc. Professional Insurance Assoc. 101 Parkshore Dr., St 230 Folsom, CA 95630 GLA		Phone: 916-353-5130 Fax: 916-353-5135		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: USF&G/St. Paul INSURER B: Evanston Ins. Co. INSURER C: Security National Ins. Co INSURER D: INSURER E: INSURER F:		NAIC # 35378 19879
INSURED Conte's Generator Service P.O. Box 1469 Monterey, CA 93942						

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner/Cont Prot. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		CIP132033	09/28/11	09/28/12	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 - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO- ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			XOBW3629911	09/28/11	09/28/12	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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 <input type="checkbox"/> N/A	N/A		SWC1005270	10/01/11	10/01/12	<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)

County of Monterey, Officers and employees are shown as Additional Insured for General Liability per form CG20330704 attached.

Monterey Country Public Works

Job Description: Various Sites Monterey County

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

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey
Department of Public Works
ATTN: B.J. Rhatigan
168 W. Alisal 2nd 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
GLA

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CERTIFICATE OF INSURANCE - COMMERCIAL

ALLSTATE INSURANCE COMPANY - NORTHBROOK, IL

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.

INTERESTED PARTY TYPE: CERTIFICATE HOLDER

PROJECT NUMBER/CONTRACT NUMBER:

CERTIFICATE HOLDER	NAMED INSURED
Name and Address of Party to Whom this Certificate is Issued	Name and Address of Insured
Additional Insured The County of Monterey, It's Officers, Agents and Employees. It is Understood and Agreed That The Insurance Company Is Primary and Any Other Insurance Maintained By The Additional Insured Shall Be Excess Only and Not Contributing With This Insurance	FRANK CONTE DBA CONTE'S GENERATOR SERVICE 100 CALERA CANYON RD SALINAS CA 93908

This is to certify that policies of insurance listed below have been issued to the insured named above subject to the expiration date indicated below, 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.

TYPE OF INSURANCE AND LIMITS

GENERAL LIABILITY	Policy Number	Effective Date	Expiration Date
Limit			Amount
GENERAL AGGREGATE LIMIT (Other than Products - Completed Operations)			\$
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT			\$
PERSONAL AND ADVERTISING INJURY LIMIT			\$
EACH OCCURRENCE LIMIT			\$
PHYSICAL DAMAGE LIMIT			\$ ANY ONE LOSS
MEDICAL EXPENSE LIMIT			\$ ANY ONE PERSON
AUTOMOBILE LIABILITY	Policy Number 48693916	Effective Date 12/4/11	Expiration Date 12/4/12
Coverage Basis	Limits		
<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	Combined Single Limit of Liability		
<input type="checkbox"/> SPECIFIED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY & PROPERTY DAMAGE	\$ 1,000,000	EACH ACCIDENT
<input type="checkbox"/> OWNED PRIVATE PASSENGER AUTOS	Split Liability Limits		
<input type="checkbox"/> OWNED AUTOS OTHER THAN PRIVATE PASSENGER	Bodily Injury	Property Damage	Each
	\$		PERSON
	\$		ACCIDENT
UMBRELLA LIABILITY	Policy Number	Effective Date	Expiration Date
EACH OCCURRENCE	GENERAL AGGREGATE	PRODUCTS - COMPLETED OPERATIONS AGGREGATE	
\$	\$	\$	
OTHER (Policy Type)	Policy Number	Effective Date	Expiration Date
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS			
ANYBODY THAT YOU ARE REQUIRED TO NAME DUE TO A WRITTEN CONTRACT/INSURANCE REQUIREMENTS			
IT IS AGREED THAT SHOULD THE INSURANCE PROTECTION EVIDENCED HEREIN TERMINATE, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL NOTICE OF SUCH TERMINATION WITHIN 10 DAYS FOR THE FOLLOWING INTERESTED PARTIES: MORTGAGEE, LIEN HOLDER, ADDITIONAL INSURED AND ADDITIONAL INTERESTED PARTY.			
Claudia DeMaranville 8046 Soquel Dr Aptos Ca 95003 (831) 685-6580			9/21/12
Authorized Representative			Date

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.

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.
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.

USF INSURANCE COMPANY

ENDORSEMENT

This Endorsement Changes the Policy - Please Read it Carefully

PRIMARY AND NON-CONTRIBUTING INSURANCE (Third-Party's Sole Negligence)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD LIABILITY COVERAGE PART
BUSINESSOWNERS LIABILITY COVERAGE FORM

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

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named 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:

COUNTY OF MONTEREY
168 WEST ALISAL
2ND FLOOR
SALINAS, CA 93901

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third Party for whom you are performing work."

All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of the policy unless otherwise stated herein. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: CIP132033

Named Insured: CONTE'S GENERATOR SERVICE

Endorsement Effective Date: 09/ 28/ 2011

Endorsement Serial No. USF 001 397 0201



POLICY NUMBER 048693916

BAP

COMMERCIAL AUTO

CG 20 80299

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM

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

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

SCHEDULE

Insurance Company	ALLSTATE INSURANCE CO	Countersigned By: (Authorized Representative)
Effective Date	December 04, 2011	
Policy Number	048693916 BAP	
Expiration Date	DECEMBER 04, 2012	
Named Insured	Frank Conte dba FRANK CONTE's GENERATOR SER	
Address	100 Calera Canyon Road Salinas, CA 93905	
Additional insured (Lessor) THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS UNDERSTOOD AND AGREED THAT THE INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.		
Designation of Description: County of Monterey		

Each person or organization shown in the Schedule is an "Insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "Insured" under the Who is An Insured Provision contained in Section II of the Coverage Form.

CG 20 48 02 99
 2853-2

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COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 10-25-2012

BSC 3000 0000002080

IMPORTANT

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

VENDOR
FRANK J CONTE
CONTE GENERATOR SERVICE
P O Box 1469
Monterey CA 93942

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

F.O.B.:

DELIVERY DATE:

VENDOR NUMBER: CV000001760

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	SALES TAX		EXTENDED PRICE
					UNIT PRICE	SALES TAX	
				PURCH DESC: ***AMENDMENT NO. 2 TO THE PSA EXTENDS THE TERM OF THE PSA FROM 10/01/12 TO 10/01/13 AND INCREASES PO BY \$35,047.13*** ***AMENDMENT NO. 1 TO THE PSA EXTENDS THE TERM OF THE PSA FROM 10/01/2011 TO 10/01/2012.*** BLANKET SERVICE CONTRACT issued to Frank J conte DBA Conte's Generator Service for the furnishings of: Professional Services Agreement between Frank J Conte dba Conte's Generator Service and the County of Monterey to provide regular preventative maintenance and emergency repairs and parts for the diesel generators located at the pumping stations that the Monterey County Department of Public Works operate and maintains for a total amount not to exceed \$25,000.00 for the term October 1, 2010 to October , 2011. The total of the purchase order is not to exceed \$18,568.81. ***This Blanket Purchase Order is valid from 07/01/11 through 10/01/12*** (Replaces Prior Year PO# BSC0000001475 93639 COMM LINE DESC: Generators, Portable & Stationary, Incl Parts & Accs Maint & 002 - 3000 - 8195 - RMA012 - 6321 - 31395.73 001 - 3000 - 8176 - RMA006 - 6321 - 13450.00	.00	.00	44,845.73

RECEIVED
BY: [Signature] DATE: 10/26/12

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL 44,845.73

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

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

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

Michael R. [Signature]

COUNTY BUYER INFORMATION
Jaime Ayala
EMAIL: ayalaj@co.monterey.ca.us

TELEPHONE: (831)755-4998 x4998

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

PRINT DATE: 10/26/12

PAGE NUMBER: 1 OF 1