

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DAVE'S REPAIR SERVICE**

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Dave's Repair Service (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 Standard Agreement with County on October 12, 2012, (hereinafter, "Agreement"); and

WHEREAS, the County desires that CONTRACTOR continue to provide on-call repair services at various County fueling sites; and

WHEREAS, additional time and funding are required to allow the CONTRACTOR to provide new services described as enhanced vapor recovery Dual Point Phase 1 System retrofits and annual testing at various County fueling sites; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to June 30, 2015 and increase the amount by \$62,498.93 for a total amount not to exceed \$112,498.93 to allow CONTRACTOR to continue to provide tasks 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 1.01 of Section 1.0, "General Description.", 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 goods and/or services are generally described as follows: on-call repair services, enhanced vapor recovery Dual Point Phase 1 System retrofits and annual testing at various County fueling sites.

2. Amend Paragraph 2.01 of Section 2.0, "Payment Provisions.", 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 is not to exceed the sum of \$112,498.93.

3. 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 1, 2012 to June 30, 2015, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4.01 of Section 4.0, "Scope of Services and Additional Provisions.", 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. 1 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. 1 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: Nekeha Bayard
Contracts/Purchasing Officer
Date: 3/19/14

CONTRACTOR*

Dave's Repair Service
Contractor's Business Name
By: [Signature]
(Signature of Chair, President or Vice President)
Its: David Gambetta, Owner
(Print Name and Title)
Date: 3-7-14

Approved as to Form and Legality
Office of the County Counsel

By: Apurva S. Osborn
Deputy County Counsel
Date: 3-11-14

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

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller
Date: 3-7-14

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.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Dave's Repair Service 1105 Old Stage Road Salinas, CA 93908 (831) 754-3010				
Enhanced Vapor Recovery Dual Point Phase 1 System Retrofits				
DEPT.	FUEL SITE	TANK CAPACITY	ESTIMATE PRICE	
Fleet Management	Toro Park	750	\$	5,966.00
Fleet Management	Courthouse	1,000	\$	6,433.38
Fleet Management	King City	5,000	\$	6,132.71
DEPT TOTAL			\$	18,532.09
Parks	Laguna Seca Maintenance	1,000	\$	6,014.93
Parks	Royal Oaks	750	\$	6,134.05
Parks	North San Antonio Lake	1,500	\$	5,272.70
DEPT TOTAL			\$	17,421.68
RMA - Public Works	San Ardo	1,000	\$	6,929.71
RMA - Public Works	Greenfield	1,000	\$	5,527.76
RMA - Public Works	Prunedale Maintenance Yard	1,000	\$	6,487.69
DEPT TOTAL			\$	18,945.16
TOTAL PRICE:			\$	54,898.93
<i>Enhanced Vapor Recovery Dual Point Phase 1 System Retrofits for the above listed sites will be completed by June 30, 2014 to meet Monterey Bay Unified Air Pollution Control District requirements.</i>				
ANNUAL UNDERGROUND STORAGE TANK MONITOR CERTIFICATION, SPILL BUCKET & LLD TESTING				
FUEL SITE	TANK CAPACITY	FY 2013-2014	FY 2014-2015	
SALINAS	10,000	\$ 600.00	\$	600.00
LAKE SAN ANTONIO SOUTH SHORE	6,000	\$ 600.00	\$	600.00
DEPT TOTAL			\$	2,400.00
ANNUAL UNDERGROUND STORAGE TANK VAPOR TESTINGS				
FUEL SITE	TANK CAPACITY	FY 2013-2014	FY 2014-2015	
SALINAS	10,000	\$ 800.00	\$	800.00
LAKE SAN ANTONIO SOUTH SHORE	6,000	\$ 800.00	\$	800.00
DEPT TOTAL			\$	3,200.00
TOTAL PRICE:			\$	5,600.00
Unforeseen Maintenance and Repairs for all fuel sites through June 30, 2015:			\$	2,000.00
<i>* Unforeseen Maintenance and Repairs will be charged based on time and materials according to following rates:</i>				
Hourly Rate (Technician): \$60.00		Overtime Rate (Technician): \$90.00		
Hourly Rate (Helper): \$45.00		Overtime Rate (Helper): \$67.50		
Hourly Rate (ICC Certified Labor): \$75.00		Overtime Rate (ICC Certified Labor): \$9105.00		
GRAND TOTAL:			\$	62,498.93



CERTIFICATE OF LIABILITY INSURANCE

DAVEREP-01

CIPIO

DATE (MM/DD/YYYY)

3/6/2014

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 License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC P.O. Box 5479 Fresno, CA 93755-5479	CONTACT NAME: Cathie Pipo PHONE (A/C, No. Ext): (559) 432-0222 6680 FAX (A/C, No): (559) 431-7941 E-MAIL ADDRESS: cpipo@dibu.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Dave Gambetta DBA: Dave's Repair Service 1105 Old Stage Road Salinas, CA 93908	INSURER A: Liberty Surplus Insurance Corporation NAIC # 10725	
	INSURER B: Nationwide Mutual Insurance Company 23787	
	INSURER C: Everest National Insurance Company 10120	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	UVEDE102204114	1/15/2014	1/15/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Professional & Pollu					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	X	ACP7815973745	1/15/2014	1/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					\$
	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	7600001965131	5/1/2013	5/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)
 The County of Monterey, its agents, officers and employees are named as Additional Insureds with respect to liability per written contract per forms (GL) LSIC-E-UV-96 (10/13) and (AUTO) AC2041 0110 attached. This Insurane is primary to any insurance or self-insurance maintained by the County per forms (GL) LSIC-E-UV-96 (10/13) and (AUTO) AC2041 0110 attached.

CERTIFICATE HOLDER County of Monterey Contracts/Purchasing Department 168 West Alisal Street 3rd Floor Salinas, CA 93901	CANCELLATION 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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LIU Environmental Advantage™



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED / PRIMARY COVERAGE ENDORSEMENT

Effective Date:	January 15, 2014	Expiration Date:	January 15, 2015
Policy Number:	UVEDE102204114	Endorsement No.:	7
Issued To:	David Gambetta dba: Dave's Repair Service		

It is hereby agreed that the following is included as an Additional Insured as respects Coverages A, B and D but only as respects liability arising out of "your work" for the Additional Insured by or for you.

Additional Insured:

Additional Insured includes a person or organization as required by written contract signed by the Named Insured and such person or organization prior to any "occurrence" or "loss" in which coverage is sought under this policy.

Such Additional Insured is covered for any liability arising out of their own negligence, liability arising from operations rendered by, wilful misconduct of, or defects in design furnished by, such Additional Insured.

Also, as respects the coverage afforded the Additional Insured and as required by written contract, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such Additional Insured whether primary, excess, contingent, or on any other basis.

This endorsement does not increase the company's limits of liability as specified in the Declarations of this policy.

All other terms, conditions and exclusions shall remain the same.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

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

THE COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES

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

A. SECTION II – LIABILITY COVERAGE

A.1. Who Is An Insured is amended to include as an additional insured for Liability Coverage, each person or organization shown in the Schedule, but only to the extent that person or organization qualifies as an "insured". Loss must arise out of ongoing operations performed for the Named Insured.

B. SECTION IV – BUSINESS AUTO CONDITIONS

The following paragraph is added to B.5. of **Other Insurance**:

e. If required by a written contract or written agreement executed before the "accident" occurred, any insurance carried by the person or organization shown in the schedule shall be noncontributory with respect to the coverage provided to you.

All terms and conditions of this policy apply unless modified by this endorsement.