

Attachment B

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**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE ROCK COMPANY DBA FMG**

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Granite Rock Company dba FMG (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 a Standard Agreement with County on October 6, 2017 (hereinafter, "Agreement") to provide on-call rental of fully operated, fueled and maintained asphalt grinding and paver machines at various locations in the County (hereinafter, "services") through September 30, 2018 for an amount not to exceed \$210,000; and

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

WHEREAS, CONTRACTOR's 2017 Price Lists (covering Paver and Cold Milling Machine pricing) expires September 30, 2018 per its terms and requires an update effective October 1, 2018; and

WHEREAS, additional time is necessary to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to September 30, 2019 and to update the 2017 Price Lists 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. 1.

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

1. Amend the first sentence of 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.
2. 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 3, 2017 to September 30, 2019, unless sooner terminated pursuant to the terms of this Agreement.
3. Amend Paragraph 4.01 of Section 4.0, "Scope of Services and Additional Provisions", to add "Exhibit A-1, Revised Price List", effective October 1, 2018.
4. Delete the "Professional Liability Insurance" section of Paragraph 9.03, "Insurance Coverage Requirements" under Section 9.0, "Insurance Requirements".

5. Delete Page 3 and Page 4, 2017 Price Lists, of Exhibit A – Scope of Services/Payment Provisions.
6. In all places within the Agreement, any reference to the “2017 Price Lists” in Exhibit A are hereby replaced with “Exhibit A-1, Revised Price List”, effective October 1, 2018.
7. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, “Payment Conditions”, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*3461, services and associated Delivery Order number, and an original hardcopy shall be sent to the following:

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

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

8. All other terms and conditions of the Agreement remain unchanged and in full force.
9. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
10. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

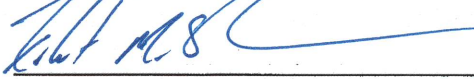
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: 
Contracts/Purchasing Officer


Date: 8/30/2018

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: 
Robert M. Shaw
Deputy County Counsel

Date: 8-28-2018

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 8/29/18

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

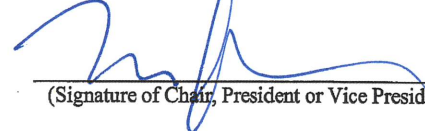
Name: _____

Title: _____

Date: _____

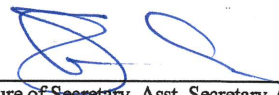
CONTRACTOR*

Granite Rock Company dba FMG
Contractor's Business Name

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

Its: Thomas Squeri, President & CEO
(Print Name and Title)

Date: 8/22/18

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

Its: Stephen Snodgrass, Vice President & CFO
(Print Name and Title)

Date: 8/22/18

*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) managing members. 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.

Exhibit A-1, Revised Price List

Effective October 1, 2018

Cold Milling Machine Price List

48" Milling Machine

- Mobilization, Machine, and Operator (M-F) \$3,400.00
- Overtime per hour after 8 hours \$425.00
- Saturday Rate \$3,600.00
- Sunday Rate \$3,900.00

6'7" Milling Machine

- Mobilization, Machine/One Operator/One Groundman (M-F) \$4,500.00
- Overtime per hour after 8 hours \$575.00
- Saturday Rate \$4,700.00
- Sunday Rate \$5,000.00

7'2" Milling Machine

- Mobilization, Machine/One Operator/One Groundman (M-F) \$4,500.00
- Overtime per hour after 8 hours. \$575.00
- Saturday Rate \$4,700.00
- Sunday Rate \$5,000.00

Paver Machine Price List

8' Tracked Leeboy Low Deck 8500 (8' to 13')

- Mobilization, Machine, and Operator (M-F) \$2,800.00
- Overtime per hour after 8 hours \$350.00
- Saturday Rate \$3,000.00
- Sunday Rate \$3,350.00
- Screed Operator/Labor \$600.00

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

- Mobilization, Machine, and Operator (M-F) \$2,500.00
- Overtime per hour after 8 hours \$300.00
- Screed Operator/Labor \$600.00
- Standby Rental Per Day (M-F) \$1,200.00

Note: All rates are for a minimum 8-hour day unless otherwise specified. Transport fees are *included* in the daily rental rate of each Cold Milling and Paver Machine; For distances further than 40 miles each way call for additional mobilization fees. Special Route Permits or Pilot Car Service is additional. For night work, add \$250 to the published rate. Replacement teeth are billed at \$5.00 per tool or \$250 per box.

Granite Rock Company dba FMG
On-call Rental of Asphalt Grinding and Paver Machines
RMA – Public Works, Parks and Facilities