

**AMENDMENT NO. 2 TO  
STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
THE DON CHAPIN COMPANY, INC.**

**THIS AMENDMENT NO. 2** to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and The Don Chapin Company, Inc. (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 January 13, 2014 (hereinafter, "Agreement") to provide fully operated, fueled, and maintained construction equipment to work sites on an on-call basis as requested by the County of Monterey Resource Management Agency – Public Works; and

**WHEREAS**, Agreement was amended by the Parties on December 17, 2014 (hereinafter, "Amendment No. 1", including Exhibit A-1 - Revised Rate Schedule); and

**WHEREAS**, the County has a continued need for construction equipment on an on-call basis; and

**WHEREAS**, the CONTRACTOR's rate schedule requires an update effective January 1, 2016; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term to December 31, 2016, increase the amount by \$50,000, and to update the rate schedule 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 Section 2.01 of Paragraph 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-2**, 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 \$150,000.

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

The term of this Agreement is from January 13, 2014 to December 31, 2016, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 4.01 of Paragraph 4.0, "Scope of Services and Additional Provisions", effective January 1, 2016, to delete "Exhibit A-1, Revised Rate Schedule" and to add "Exhibit A-2, Revised Rate Schedule."
4. In all places within the Agreement, any reference to "Exhibit A-1, Revised Rate Schedule" is hereby replaced with "Exhibit A-2 – Revised Rate Schedule" effective January 1, 2016.
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.
7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 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

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

The Don Chapin Company, Inc.  
\_\_\_\_\_  
Contractor's Business Name

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

Its: DAVID D. CHAPIN JR. - Pres  
(Print Name and Title)

Date: 10-5-15

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

By: [Signature]  
Deputy County Counsel

Date: 10-20-15

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

Its: David T. Nelson Sec  
(Print Name and Title)

Date: 10-8-15

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 10/20/15

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

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

**EXHIBIT A - 2 - REVISED RATE SCHEDULE**

REVISED 9.2.15



**RATES FOR COUNTY OF MONTEREY  
RATES WILL BE VALID THRU DECEMBER 31, 2016**

CLASSIFICATION	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
FOREMAN	\$115.00	\$920.00	\$155.00
LABOR 1	\$77.18	\$617.44	\$101.32
LABOR 2	\$76.83	\$614.63	\$100.79
LABOR 3	\$76.65	\$613.22	\$100.53
OPERATOR 2	\$108.51	\$868.10	\$142.71
OPERATOR 3	\$105.95	\$847.58	\$138.85
OPERATOR 4	\$103.56	\$828.47	\$135.27
OPERATOR 5	\$101.34	\$810.76	\$131.96
OPERATOR 6	\$99.06	\$792.50	\$128.53
OPERATOR 7	\$97.08	\$776.63	\$125.56
OPERATOR 8	\$95.11	\$760.86	\$122.59
TEAMSTER 1	\$84.71	\$677.70	\$109.49
TEAMSTER 2	\$85.24	\$681.91	\$110.27
TEAMSTER 3	\$85.75	\$686.02	\$111.04
TEAMSTER 4	\$86.36	\$690.88	\$111.96

YEAR	MAKE	MODEL	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
2000	FORD	F-250 PICKUP	\$36.00	\$288.00	\$36.00
2000	FORD	F-350 PICKUP	\$43.00	\$344.00	\$43.00
2000	INT'L	TRAFFIC TRUCK	\$58.00	\$464.00	\$58.00
1996	ZIEMAN	TILT TRAILER	\$22.00	\$176.00	\$22.00

ALL ABOVE ARE UNOPERATED AND WILL BE BILLED WITH THE RESPECTIVE LABOR CLASS

IN THE EVENT THAT SITE CONDITIONS ARE EXPECTED TO RESULT IN EXCESSIVE WEAR OF GROUND ENGAGING WEARABLE PARTS, CONTRACTOR WILL NOTIFY COUNTY OF COST PRIOR TO PERFORMANCE OF THE WORK.



