

**AMENDMENT NO. 2  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
GRANITE ROCK COMPANY DBA FMG**

**THIS AMENDMENT NO. 2** to the Standard Agreement No. A-13748 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 No. A-13748 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**, Agreement was amended by the Parties on August 30, 2018 (hereinafter, "Amendment No. 1", including Exhibit A-1, Revised Price List effective October 1, 2018) to update the Price List and to extend the term for one (1) additional year through September 30, 2019 with no increase in the not to exceed amount; and

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

**WHEREAS**, CONTRACTOR's current Price Lists (covering Paver and Cold Milling Machine pricing) require an update effective October 1, 2019; and

**WHEREAS**, additional time and funding are necessary to provide the services required by the County; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for three (3) additional years to September 30, 2022, to update the current Price Lists, and to increase the amount by \$300,000 for a total not to exceed \$510,000 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 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-2, 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 \$510,000.

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, 2022, 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 delete "Exhibit A-1, Revised Price List", effective October 1, 2018, and to add "Exhibit A-2, Revised Price List", effective October 1, 2019.
4. In all places within the Agreement, any reference to the "Revised Price List" in Exhibit A-1 is hereby replaced with "Exhibit A-2, Revised Price List", effective October 1, 2019.
5. 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 the Multi-Year Agreement (MYA) number #3000\*3461, 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:

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.

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 2 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. 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

Granite Rock Company dba FMG  
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**  
**Charles J. McKee, County Counsel-Risk Manager**

Its: \_\_\_\_\_  
President and CEO  
(Print Name and Title)

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

Date: September 6, 2019

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

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

**Approved as to Fiscal Provisions**

Its: \_\_\_\_\_  
Vice President and Secretary  
(Print Name and Title)

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

Date: September 6, 2019

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

**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: \_\_\_\_\_

\*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. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By: [Signature]  
Contracts/Purchasing Officer

Date: 9/27/19

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

By: [Signature]  
Mary Grace Perry  
Deputy County Counsel

Date: 9.10.19

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 9/10/19

**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]  
(Signature of Chair, President or Vice President)

Its: President and CEO  
(Print Name and Title)

Date: September 6, 2019

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

Its: Vice President and Secretary  
(Print Name and Title)

Date: September 6, 2019

\*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.

EXHIBIT A-2 – REVISED PRICE LIST  
Effective October 1, 2019



A Graniterock Division

2019-2020 Cold Planer Price List

**24" / 36" / 48" Milling Machine**

- \$3,500 (M-F): Mobilization, Machine, and Operator
- \$425.00 Overtime Per Hour
- \$3,700.00 (Sat)
- \$4,000.00 (Sun)
- \$400.00 Drum Swaps (2/3')

**6'7" Milling Machine**

- \$4,600.00 (M-F): Mobilization, Machine/One Operator/One Groundman
- \$575.00 Overtime Per Hour
- \$4,800.00 (Sat)
- \$5,100.00 (Sun)

**7'2" Milling Machine**

- \$4,600.00 (M-F): Mobilization, Machine/One Operator/One Groundman
- \$575.00 Overtime Per Hour
- \$4,800.00 (Sat)
- \$5,100.00 (Sun)

**5MM Micro Milling (A/C)**

- \$6,200.00 (M-F): Mobilization, Machine/One Operator/One Groundman
- \$675.00 Overtime Per Hour
- \$6,550.00 (Sat)
- \$7,050.00 (Sun)

**12'6" Milling Machine**

- \*Call for Pricing.

**Concrete Milling**

- \*Call for Pricing.

**4' Vogele Super 700 Paver or 8' Leeboy Low Deck 8500**

- \$2,900 (M-F): Mobilization, Machine, and Operator
- \$350.00 Overtime Per Hour
- \$3,100.00 (Sat)
- \$3,450.00 (Sun)
- \$650.00 (Screed Operator/Labor – 8hr min)

**Note: Transport fees are included in the daily rental rate of each Milling Machine; For distances further than 30 miles each way call for additional mobilization fees. Triple Sensors is an additional \$150 per shift per Grinder. 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. Also, see attached Exclusions and conditions.**

KS / 9/16/19  
Contractor Initials      Date

This Price List is valid through September 30, 2020. KS / 9/16/19  
Contractor Initials      Date