

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

THIS AMENDMENT NO. 2 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and Granite Rock Company (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, "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: _____

Granite Rock Company
Contractor's Business Name

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

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

Date: October 08, 2015

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

By: _____
Deputy County Counsel

Date: 10-14-15

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

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

Date: October 08, 2015

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 10-14-15

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

EXHIBIT A - 2 - REVISED RATE SCHEDULE



Attention: Monterey County c/o Hop Essick
 Resource Management Agency-Public Works
 108 W. Alisal St. 2nd floor
 Salinas Ca. 93901
 re: Equipment Rental for Monterey County

Equipment Type	Labor Total	Equipment Charges	Labor per/hr	Equip per/hr	Total L/EQ per/hr
D-8 Dozer	760.00	1960.00	95.00	245.00	340.00
Kick Broom	760.00	600.00	95.00	75.00	170.00
D6R Dozer	760.00	1020.37	95.00	127.55	222.55
D-7 Dozer	760.00	1284.41	95.00	160.55	255.55
140 Blade	760.00	1147.99	95.00	143.50	238.50
14H Blade Grader	760.00	1264.35	95.00	158.05	253.05
Excavator 325	760.00	1110.16	95.00	138.77	233.77
Cat 436	760.00	510.05	95.00	63.76	158.76
Cat 426	760.00	471.22	95.00	58.90	153.90
710 D with cab	760.00	795.52	95.00	99.44	194.44
Cat 966D Loader	760.00	1206.03	95.00	150.75	245.75
Cat 980F Loader	760.00	1741.01	95.00	217.63	312.63
Skip Loader JD 210LE	760.00	464.78	95.00	58.10	153.10
8' Paver (1 Op/2 Screed)	2280.00	672.34	285.00	84.04	369.04
10' Paver(1 Op /2 Screed)	2280.00	2122.26	285.00	265.28	550.28
Hyster 5-10 Ton Roller	760.00	348.31	95.00	43.54	138.54
Roller 47" Double Steel	760.00	328.53	95.00	41.07	136.07
Water Truck 4000 Gal.	760.00	516.76	95.00	64.60	159.60
Dike Machine/Pickup	576.00	784.00	72.00	98.00	170.00
Foreman/Pickup	840.00	144.00	105.00	18.00	123.00
Laborer/Pickup	600.00	144.00	75.00	18.00	93.00

NOTE:

- ALL TRUCKING \$ 118.00 per hour
- All Laborer and equipment is figured a 8 hr. Minimum
- Pricing does not include Mobilization in or out
- Add \$ 548.00 for Mob in and out to each piece of equipment selected.
- Any time beyond a 8 hour shift is figured to be overtime. Overtime is laborer hours multiplied by 1.5. Equipment is figured straight time.
- Saturdays Shifts are overtime (hours x 1.5)
- Sundays is Double time (hours x 2)
- Equipment is straight time always.
- Pavers are figured to come with operator and two screed man
- Dike Machine comes with pickup truck and one laborer

Rates are valid beginning January 1, 2016


 Contractor Initials

10/8/15 / 10/13/15
 Date

Granite Rock Company
 On-Call Construction Equipment
 RMA - Public Works