

**AMENDMENT NO. 3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
THE DON CHAPIN COMPANY, INC.**

THIS AMENDMENT NO. 3 to Standard Agreement No. A-15608 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 Standard Agreement No A-15608 with County on December 14, 2020 (hereinafter, "Agreement") to provide fully operated, fueled, and maintained construction equipment to work sites on an on-call basis (hereinafter, "services") through December 31, 2021 for an amount not to exceed \$100,000; and

WHEREAS, the Agreement was amended by the Parties on November 23, 2021 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Revised Rates) to update the rates effective January 1, 2022, extend the term for one (1) additional year to December 31, 2022, and to increase the amount by \$200,000 which resulted in a total not to exceed amount of \$300,000; and

WHEREAS, the Agreement was amended by the Parties on September 20, 2022 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Revised Rates) to update the rates effective January 1, 2023, and extend the term for one (1) additional year to December 31, 2023 with no increase in the amount; and

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

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$300,000 for a total amount not to exceed \$600,000 with no change to the term to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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

1. Amend 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, A-1 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 \$600,000.

2. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
3. This Amendment No. 3 and all previous Amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
4. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 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

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

Date: _____

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

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

Its: Caroline D. Chapin, Exec VP
(Print Name and Title)

By: *Mary Grace Perry*
A1933B20E717442
Mary Grace Perry
Deputy County Counsel

Date: 1/11/2023

Date: 1/11/2023 | 4:38 PM PST

By: *Rosalinda H. Pollack*
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: CORP Secretary Rosalinda H. Pollack
(Print Name and Title)

Approved as to Fiscal Provisions

By: *Jennifer Forsyth*
4E7E667873434AE...
Auditor/Controller

Date: 01-11-2023

Date: 1/13/2023 | 8:20 AM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
Danielle P. Mancuso
Risk Manager

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.