

**AMENDMENT NO. 6
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE ROCK COMPANY DBA FMG**

THIS AMENDMENT NO. 6 to the Professional Services 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's predecessor in interest, Fonseca/McElroy Grinding Company, Inc. entered into a Professional Services Agreement with County on May 11, 2012 (hereinafter, "Agreement") to provide on-call rental of a fully operated, fueled and maintained asphalt grinding machine at various locations in the County through April 30, 2013 for an amount not to exceed \$70,000; and

WHEREAS, Agreement was amended by the Parties on September 26, 2012 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to include on-call rental of a fully operated, fueled and maintained paver machine, to extend the term for two (2) additional months through June 30, 2013, and to increase the Agreement amount by \$130,000 which resulted in a total not to exceed amount of \$200,000; and

WHEREAS, Agreement was further amended by the Parties on July 9, 2013 (hereinafter, "Amendment No. 2", including Exhibit A-2 – 2013 Price Lists) to extend the term for one (1) additional year through June 30, 2014, to increase the Agreement amount by \$100,000 which resulted in a total not to exceed amount of \$300,000, and to update the Price Lists; and

WHEREAS, Agreement was further amended by the Parties on June 30, 2014 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through June 30, 2015 and to increase the Agreement amount by \$150,000 which resulted in a total not to exceed amount of \$450,000; and

WHEREAS, Agreement was further amended by the Parties on June 23, 2015 (hereinafter, "Amendment No. 4", including Exhibit A-3 – 2015 Price Lists) to extend the term for one (1) additional year through June 30, 2016 and to update the Price Lists with no extension to the Agreement's term; and

WHEREAS, Agreement was further amended by the Parties on August 5, 2015 (hereinafter, "Amendment No. 5") to increase the Agreement amount by \$100,000 which resulted in a total not to exceed amount of \$550,000 with no extension to the Agreement's term; and

Amendment No. 6 to Professional Services Agreement
Granite Rock Company dba FMG
On-Call Rental of Fully Operated, Fueled and Maintained
Asphalt Grinding and Paver Machines
RMA – Public Works
Term: May 1, 2012 – June 30, 2017
Not to Exceed: \$650,000

WHEREAS, CONTRACTOR entered into an Agreement of Merger with Granite Rock Acquisition Corp., a California Corporation, in its capacity as the "Merging Corporation", on April 30, 2014 (the "Merger Agreement"); and

WHEREAS, pursuant to said Merger Agreement, CONTRACTOR, in its capacity as the "Surviving Corporation" changed its legal entity name and is presently conducting business in the name of "Granite Rock Company dba FMG" (CONTRACTOR); and

WHEREAS, County has a continued need for on-call rental of fully operated, fueled and maintained asphalt grinding and paver machines; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the CONTRACTOR's Price Lists require an update effective July 1, 2016; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to June 30, 2017, to increase the amount by \$100,000 for a total amount not to exceed \$650,000 and to update the Price Lists to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 6.

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

1. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A-1 and A-4, 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 \$650,000.

2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

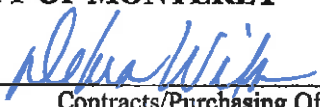
The term of this Agreement is from May 1, 2012 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", to delete "Exhibit A-3, 2015 Price Lists" and add "Exhibit A-4, 2016 Price Lists" which shall be effective as of July 1, 2016.
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 6 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

Amendment No. 6 to Professional Services Agreement
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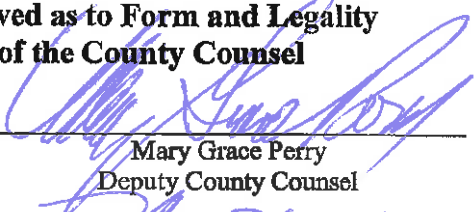
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: 
Contracts/Purchasing Officer

Date: 21 July 2016

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

By: 
Mary Grace Perry
Deputy County Counsel

Date: May 31 2016

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 6-1-16

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

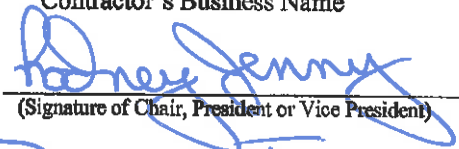
Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

CONTRACTOR*

Granite Rock Company dba FMG

Contractor's Business Name

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

Its: RODNEY JENNY, E.V.P.
(Print Name and Title)

Date: 5/31/16

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

Its: Stephen Sauters, CEO
(Print Name and Title)

Date: 5-31-16

Amendment No. 6 to Professional Services Agreement
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Term: May 1, 2012 - June 30, 2017
Not to Exceed: \$650,000

EXHIBIT A-4 – 2016 PRICE LISTS



A Graniterock Division

2016 Cold Planer Price List

48" Mill

- Front Loading \$3,000.00 Per 8 hour day: Machine and Operator
- Track Drive \$600.00 Per 8 hour day: Groundman
- 11 ½ Max Cutting Depth \$400.00 Overtime Per hour
\$3,400.00 Saturday (8hr)
\$3,600.00 Sunday (8hr)

6'8" Mill

- Front Loading \$4,000.00 Per 8 hour day: Machine/Operator/Groundman
- Track Drive \$500.00 Overtime Per hour
- 11 ½ Max Cutting Depth \$4,400.00 Saturday (8hr)
\$4,600.00 Sunday (8hr)

7' Mill

- Front Loading \$4,500.00 Per 8 hour day: Machine/Operator/Groundman
- Track Drive \$500.00 Overtime Per hour
- 11 ½ Max Cutting Depth \$4,900.00 Saturday (8hr)
\$5,100.00 Sunday (8hr)

Note: Transport fees are included in the daily rental rate of each Milling Machine. (Includes In and Out Transportation Service). For night work, add \$250 to the published rate. Replacement teeth are billed at \$5.00 per tool.

Granite Rock Company dba FMG
On-Call Rental of Fully Operated, Fueled and Maintained
Asphalt Grinding and Paver Machines
RMA – Public Works

EXHIBIT A-4 – 2016 PRICE LISTS



A Graniterock Division

2016 Paver Price List

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

- Machine and One Operator \$2,500.00 Per 8 hour min day (Monday – Friday)
 - Standby Rental \$1,200.00 Per day (Monday – Friday)
 - Screed Operator/Laborer \$600.00 Per 8 hour min day
 - (O.T. if necessary) \$300.00 Overtime Per hour after 8 hrs.
- *Call For Availability

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

- Machine and One Operator \$2,500.00 Per 8 hour min day (Monday – Friday)
 - Standby Rental \$1,200.00 Per day (Monday – Friday)
 - Screed Operator/Laborer \$600.00 Per 8 hour min day
 - (O.T. if necessary) \$300.00 Overtime Per hour after 8 hrs.
- *Call For Availability

**Note: Transport fees are included in the daily rental rate of each paving machine.
(Includes In and Out transportation service).**

Granite Rock Company dba FMG
On-Call Rental of Fully Operated, Fueled and Maintained
Asphalt Grinding and Paver Machines
RMA – Public Works



303844

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Construction & Real Estate Practice Wells Fargo Insurance Services USA, Inc - CA Lic#: 0D08408 959 Skyway Rd., 2nd Fl San Carlos, CA 94070	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: CertRequests@wellsfargo.com FAX (A/C, No): 866-358-1487																					
INSURED Granite Rock Recycling DBA: FMG PO Box 50001 Watsonville, CA 95077	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>American Contractors Ins Co RRG</td><td>12300</td></tr><tr><td>INSURER B:</td><td>Zurich American Insurance Co</td><td>16535</td></tr><tr><td>INSURER C:</td><td>Allied World National Assurance Co.</td><td>10690</td></tr><tr><td>INSURER D:</td><td>ACIG Insurance Company</td><td>19984</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	American Contractors Ins Co RRG	12300	INSURER B:	Zurich American Insurance Co	16535	INSURER C:	Allied World National Assurance Co.	10690	INSURER D:	ACIG Insurance Company	19984	INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER: 9577112

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒	GL15A00056	09/30/2015	09/30/2016	EACH OCCURRENCE \$ 2,000,000
A	☐ CLAIMS-MADE ☒ OCCUR	☒	GL15B00056(GL XS)	09/30/2015	09/30/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMPROP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☒ PROJECT ☐ LOC					
	OTHER:					
B	AUTOMOBILE LIABILITY	☒	BAP347266914	09/30/2015	09/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				PROPERTY DAMAGE (Per occ/acc) \$
C	☒ UMBRELLA LIAB	☒	03086260	09/30/2015	09/30/2016	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$ 2,000,000
	☐ DED ☐ RETENTION \$					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐	WCA000019015	09/30/2015	09/30/2016	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CA20480299, Additional Insured - Automatic Status County of Monterey, its agents, officers and employees is named as additional insured as respects general liability and automobile liability per endorsements attached.

CERTIFICATE HOLDER

County of Monterey
Contracts/Purchasing Department
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)



CV801A24/0003450/02/04/00000

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that you are required by contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Who is an insured (Section II) is amended to include as an insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.
 2. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence, act or omission of the additional insured.
 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
 4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured, including:
 - a) The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or,
 - b) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.
 5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
 6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
- C. This insurance shall not exceed the scope of coverage, including limits, of this policy and in no event shall the insurance provided to the additional insured exceed the scope of coverage, including limits, required by the contract. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 9/30/2016

Policy No.: GL15A00056

Endorsement No.:

Policy Effective: 9/30/2015

Premium \$

Insured: Granite Rock Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____



POLICY NUMBER: BAP347266914

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09/30/2015	Countersigned By: 
Named Insured: Granite Rock Recycling DBA: FMG	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

