

**AMENDMENT NO. 3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE CONSTRUCTION COMPANY**

THIS AMENDMENT NO. 3 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Granite Construction Company (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 14, 2014 (hereinafter, "Agreement") to provide fully operated, fueled, and maintained construction equipment to work sites on an on-call basis (hereinafter, "services") through December 31, 2014 for an amount not to exceed \$50,000; and

WHEREAS, Agreement was amended by the Parties on December 17, 2014 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Revised Rate Schedule) to extend the term for one (1) additional year through December 31, 2015, to increase the Agreement amount by \$50,000 which resulted in a total not to exceed amount of \$100,000, and to update the Rate Schedule; and

WHEREAS, Agreement was further amended by the Parties on January 20, 2016 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Revised Rate Schedule) to extend the term for one (1) additional year through December 31, 2016, to increase the Agreement amount by \$50,000 which resulted in a total not to exceed amount of \$150,000, and to update the Rate Schedule; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for two (2) additional years to December 31, 2018, to increase the amount by \$100,000 for a total amount not to exceed \$250,000, 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. 3.

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-3**, 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 \$250,000.

Amendment No. 3 to Standard Agreement
Granite Construction Company
On-Call Fully Operated, Fueled and Maintained Construction Equipment
RMA – Public Works
Term: January 13, 2014 – December 31, 2018
Not to Exceed: \$250,000

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, 2018, 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, 2017, to delete "Exhibit A-2, Revised Rate Schedule" and to add "Exhibit A-3, Revised Rate Schedule."
4. In all places within the Agreement, any reference to "Exhibit A-2, Revised Rate Schedule" is hereby replaced with "Exhibit A-3, Revised Rate Schedule" effective January 1, 2017
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. 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.
7. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

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Granite Construction Company
On-Call Fully Operated, Fueled and Maintained Construction Equipment
RMA – Public Works
Term: January 13, 2014 – December 31, 2018
Not to Exceed: \$250,000

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

Date: _____

Granite Construction Company
Contractor's Business Name

By: *Laurel J. Krzeminski*
(Signature of Chair, President or Vice President)

Its: **Laurel J. Krzeminski, Executive Vice President**
(Print Name and Title)

Date: **October 17, 2016**

By: *Kenneth B. Olson*
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: **Kenneth B. Olson, Assistant Secretary**
(Print Name and Title)

Date: **October 17, 2016**

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

By: _____
Mary Grace Perry
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

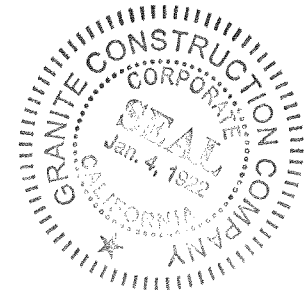
Approved as to Indemnity and Insurance Provisions

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.

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Granite Construction Company
On-Call Fully Operated, Fueled and Maintained Construction Equipment
RMA – Public Works
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COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Date: _____

Approved as to Form and Legality
Office of the County Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 10-24-16

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 10-22-16

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

Granite Construction Company

Contractor's Business Name

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

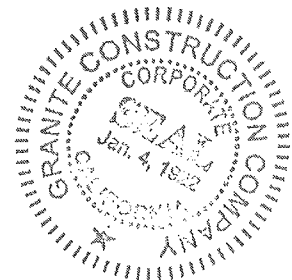
Its: Laurel J. Krzeminski, Executive Vice President
(Print Name and Title)

Date: October 17, 2016

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

Its: Kenneth B. Olson, Assistant Secretary
(Print Name and Title)

Date: October 17, 2016



*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.

Amendment No. 3 to Standard Agreement
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RMA – Public Works
Term: January 13, 2014 – December 31, 2018
Not to Exceed: \$250,000

EXHIBIT A-3 -- REVISED RATE SCHEDULE
Effective January 1, 2017



Contact: Patrick Amaral
Phone: 408 327-7006
Fax: 831-761-1042

Quote To: Hop Essick
Monterey County
Phone: 831-755-4926
Fax:

Job Name: Monterey County Rental Rates
Date of Plans: September 22, 2016
Revision Date:

Rental Rate effective thru December 2017

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	D6 Dozer straight time	1.00	HR	260.00	260.00
2	D6 Dozer over time/saturdays	1.00	HR	288.00	288.00
3	D6 Dozer dbl time / saturdays	1.00	HR	316.00	316.00
4	D4 Dozer	1.00	HR	211.00	211.00
5	D4 Dozer overtime / saturdays	1.00	HR	240.00	240.00
6	D4 Dozer dbl time / sundays	1.00	HR	267.00	267.00
7	D8 Dozer straight time	1.00	HR	320.00	320.00
8	D8 Dozer over time / saturdays	1.00	HR	348.00	348.00
9	D8 Dozer dbl time / sundays	1.00	HR	376.00	376.00
10	14 G Blade	1.00	HR	232.00	232.00
11	14 G Blade overtime / Saturday	1.00	HR	263.00	263.00
12	14 G Blade dbl time / Sunday	1.00	HR	293.00	293.00
13	140 G Blade	1.00	HR	223.00	223.00
14	140 G Blade overtime / Saturday	1.00	HR	253.00	253.00
15	140 G Blade dbl time / sunday	1.00	HR	284.00	284.00
16	330 Excavator	1.00	HR	231.00	231.00
17	330 Excavator over time / saturdays	1.00	HR	260.00	260.00
18	330 Excavator dbl time / sundays	1.00	HR	289.00	289.00
19	345 Excavator straight time	1.00	HR	299.00	299.00
20	345 Excavator over time / saturdays	1.00	HR	329.00	329.00
21	345 Excavator dbl time / sundays	1.00	HR	359.00	359.00
22	JD 710 Bhoe straight time	1.00	HR	191.00	191.00
23	JD 710 Bhoe over time / saturdays	1.00	HR	219.00	219.00
24	JD 710 Bhoe dbl time / sunday	1.00	HR	247.00	247.00
25	950 loader straight time	1.00	HR	203.00	203.00
26	950 loader overtime / saturdays	1.00	HR	231.00	231.00
27	950 loader dbl time / sundays	1.00	HR	259.00	259.00
28	966 loader straight time	1.00	HR	224.00	224.00
29	966 loader overtime / saturdays	1.00	HR	253.00	253.00
30	966 loader dbl time / sundays	1.00	HR	283.00	283.00

EXHIBIT A-3 – REVISED RATE SCHEDULE

Effective January 1, 2017

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
31	asphalt paver straight time	1.00	HR	602.00	602.00
32	asphalt paver overtime / Saturdays	1.00	HR	684.00	684.00
33	asphalt paver dbl time / Sundays	1.00	HR	767.00	767.00
34	7-9 tn asphalt roller straight time	1.00	HR	194.00	194.00
35	7-9 tn asphalt roller over time / Saturdays	1.00	HR	218.00	218.00
36	7-9 tn asphalt roller dbl time / Sundays	1.00	HR	244.00	244.00
37	3 ton asphalt roller straight time	1.00	HR	170.00	170.00
38	3 ton asphalt roller over time / Saturdays	1.00	HR	193.00	193.00
39	3 ton asphalt roller dbl time / Sundays	1.00	HR	216.00	216.00
40	Foremen with pick up straight time	1.00	HR	147.00	147.00
41	Foremen with pick up overtime	1.00	HR	177.00	177.00
42	Foremen with pick up dbl time	1.00	HR	207.00	207.00
43	Operator	1.00	HR	126.00	126.00
44	Operator over time	1.00	HR	155.00	155.00
45	Operator dbl time	1.00	HR	183.00	183.00
46	Laborer	1.00	HR	98.00	98.00
47	Laborer over time	1.00	HR	119.00	119.00
48	Laborer dbl time	1.00	HR	141.00	141.00
46a	Laborer w/Pickup	1.00	HR	113.00	113.00
47a	Laborer over time w/Pickup	1.00	HR	135.00	135.00
48a	Laborer dbl time w/pickup	1.00	HR	156.00	156.00
49	10 whlr	1.00	HR	121.00	121.00
50	10 whlr over time	1.00	HR	129.00	129.00
51	10 whlr dbl time	1.00	HR	135.00	135.00
52	Transfers	1.00	HR	135.00	135.00
53	Transfer overtime	1.00	HR	148.00	148.00
54	Transfer dbl time	1.00	HR	161.00	161.00
55	Btm Dump	1.00	HR	135.00	135.00
56	Btm Dump overtime	1.00	HR	148.00	148.00
57	Btm Dump dbl time	1.00	HR	161.00	161.00
58	End dump	1.00	HR	145.00	145.00
59	End dump overtime	1.00	HR	165.00	165.00
60	End dump dbl time	1.00	HR	172.00	172.00
61	Water trk	1.00	HR	159.00	159.00
62	Water trk overtime	1.00	HR	181.00	181.00
63	Water trk dbl time	1.00	HR	204.00	204.00
64	Transport	1.00	HR	224.00	224.00
65	Transport overtime	1.00	HR	246.00	246.00
66	Transport Dbl time	1.00	HR	269.00	269.00
67	Fuel Truck	1.00	HR	211.00	211.00

NOTES:

SPECIAL CONDITIONS

- * Equipment rental rates are good through December 2017.
- * Equipment rental rates are based on using Granite equipment. If Granite equipment is not available and rental of equipment is required the rental rate is subject to change.
- * If GPS on equipment is required, add \$10.00/hr.
- * If work is performed at night or special single shift add \$5.00/hr to all rates.
- * 4 hr minimum required for all equipment. If standby is incurred it will be charged at our trans published rates.
- * Move in and out shall be paid by owner for all equipment.
- * Overtime and shifting shall comply with Granite labor agreements.
- * Fuel truck travel time will be billed to owner as fueling as needed for equipment rental.
- * Paver includes operator and 2 sorted laborers. Cleaning of paver beyond 8 hrs will be billed at the appropriate labor rates.