

**AMENDMENT NO. 3  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
GRANITE ROCK 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 Rock 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 13, 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 Rock 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 Rock 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: \_\_\_\_\_

**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.

Granite Rock Company  
Contractor's Business Name

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

Its: President & CEO  
(Print Name and Title)

Date: October 18, 2016

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

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

Date: October 18, 2016

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On-Call Fully Operated, Fueled and Maintained Construction Equipment  
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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: 10.24.2016

**Approved as to Fiscal Provisions**

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

Date: 10.24.16

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

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

Granite Rock Company

Contractor's Business Name

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

Its: President & CEO  
(Print Name and Title)

Date: October 18, 2016

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

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

Date: October 18, 2016

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Term: January 13, 2014 – December 31, 2018  
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**EXHIBIT A-3 – REVISED RATE SCHEDULE**

Effective January 1, 2017

**Graniterock**

Date of Proposal: January 1, 2017

Proposal Valid Until: December 31, 2017

Attention: Monterey County c/o Hop Essick  
 Resource Management Agency-Public Works  
 168 W. Alisal St. 2<sup>nd</sup> 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	784.00	1960.00	98.00	245.00	343.00
Kick Broom	784.00	600.00	98.00	75.00	173.00
D6R Dozer	784.00	1020.37	98.00	127.55	225.55
D-7 Dozer	784.00	1284.41	98.00	160.55	258.55
140 Blade	784.00	1147.98	98.00	143.50	241.50
14H Blade Grader	784.00	1264.36	98.00	158.05	256.05
Excavator 325	784.00	1110.16	98.00	138.77	236.77
Cat 436	784.00	510.05	98.00	63.76	161.76
Cat 426	784.00	471.22	98.00	58.90	156.90
710 D with cab	784.00	795.52	98.00	99.44	197.44
Cat 966D Loader	784.00	1206.03	98.00	150.75	248.75
Cat 980F Loader	784.00	1741.01	98.00	217.63	315.63
Skip Loader JD 210LE	784.00	464.78	98.00	58.10	156.10
8' Paver (1 Op/2 Screed)	2352.00	672.34	294.00	84.04	378.04
10' Paver(1 Op /2 Screed)	2352.00	2122.26	294.00	265.28	559.28
Hyster 5-10 Ton Roller	784.00	348.31	98.00	43.54	141.54
Roller 47" Double Steel	784.00	328.53	98.00	41.07	139.07
Water Truck 4000 Gal.	784.00	516.76	98.00	64.60	162.60
Dike Machine/Pickup	592.00	784.00	74.00	98.00	172.00
Foreman/Pickup	864.00	144.00	108.00	18.00	126.00
Laborer/Pickup	616.00	144.00	77.00	18.00	95.00

**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 \$ 564.00 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

Please call if you have any questions.

Sincerely,

Reiner Maschmeyer

Estimator

(831) 901-0037