

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

THIS AMENDMENT NO. 3 to the Standard Agreement 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 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
The Don Chapin Company, Inc.
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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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: _____

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

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

Its: Donaco D. Chapin Jr. Pres.
(Print Name and Title)

Date: 10-17-16

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

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 10-26-2016

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

Its: David T. Nelson SEC
(Print Name and Title)

Date: 10-17-16

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 11-21-16

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.

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EXHIBIT A-3 – REVISED RATE SCHEDULE

Effective January 1, 2017

REVISED 9.28.16

**RATES FOR COUNTY OF MONTEREY****RATES WILL BE VALID THRU DECEMBER 31, 2017**

YEAR	MAKE	MODEL	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
2001	CAT	D5C DOZER	\$185.00	\$1,480.00	\$218.00
1997	CAT	D6R DOZER	\$233.00	\$1,864.00	\$266.00
1998	CAT	D7R DOZER	\$245.00	\$1,960.00	\$295.00
1985	CAT	12G BLADE	\$233.00	\$1,864.00	\$269.00
2005	CAT	140H BLADE	\$255.00	\$2,040.00	\$291.00
1998	CAT	14H BLADE	\$278.00	\$2,224.00	\$314.00
2006	JD - AWD	872D BLADE	\$282.00	\$2,256.00	\$318.00
2003	CAT	303CR EXCAVATOR	\$155.00	\$1,240.00	\$190.00
2002	CAT	315CL EXCAVATOR	\$248.00	\$1,984.00	\$282.00
2002	CAT	320C EXCAVATOR	\$264.00	\$2,112.00	\$299.00
2006	CAT	325DL EXCAVATOR	\$286.00	\$2,288.00	\$321.00
2011	CAT	336EL EXCAVATOR	\$335.00	\$2,680.00	\$370.00
1998	CAT	345BL EXCAVATOR	\$355.00	\$2,840.00	\$390.00
2004	CAT	416D BACKHOE	\$175.00	\$1,400.00	\$210.00
2009	CAT	420E BACKHOE	\$175.00	\$1,400.00	\$210.00
1996	CAT	950F LOADER	\$243.00	\$1,944.00	\$276.00
2006	VOLVO	L110E LOADER	\$243.00	\$1,944.00	\$276.00
2004	VOLVO	L120E LOADER	\$263.00	\$2,104.00	\$296.00
2003	GILCREST	813 PROPAVER	\$351.00*	\$2,808.00*	\$416.00*
2001	CAT	AP 1000B PAVER	\$475.00*	\$3,800.00*	\$540.00*
2006	DYNAPAC	67" STEEL DRUM	\$223.00	\$1,784.00	\$257.00
1997	HYPAC	RUBBER TIRE ROLLER	\$212.00	\$1,696.00	\$246.00
2007	DYNAPAC	57" STEEL DRUM	\$200.00	\$1,600.00	\$233.00
2006	CAT	CB224E ROLLER	\$190.00	\$1,520.00	\$224.00
2007	PETERBUILT	4K WATER TRUCK	\$160.00	\$1,280.00	\$185.00
2006	INT'L	2K WATER TRUCK	\$146.00	\$1,168.00	\$171.00
2007	WYLIE	WATER WAGON	\$44.00	\$352.00	\$44.00
1999	MILLER	LAB, TRUCK, BERM	\$172.00	\$1,376.00	\$196.00
2007	LAY-MOR	KICK BROOM	\$188.00	\$1,504.00	\$216.00
1999	ELGIN	STREET SWEEPER	\$245.00	\$1,960.00	\$273.00
2012	CAT	SKIDSTEER	\$164.00	\$1,312.00	\$195.00
2014	CASE	LOADER SCRAPER	\$173.00	\$1,384.00	\$206.00
2005	CAT	623 SCRAPER	\$365.00	\$2,920.00	\$398.00
2004	INT'L	SAW TRUCK & SAW	\$202.00**	\$1,616.00**	\$233.00**

* PAVING MACHINES INCLUDE 1 EA OPERATOR AND 1 EA SCREED MAN

** DOES NOT INCLUDE BLADE WEAR, INCLUDES TRUCK, SAW, OPERATOR ONLY

NOTE: ALL RATES ARE INCLUSIVE OF FULLY MAINTAINED AND OPERATED EQUIPMENT.

PREVAILING WAGE RATES ARE INCLUDED

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EXHIBIT A-3 - REVISED RATE SCHEDULE

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REVISED 9.28.16



RATES FOR COUNTY OF MONTEREY RATES WILL BE VALID THRU DECEMBER 31, 2017

CLASSIFICATION	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
FOREMAN	\$119.00	\$952.00	\$160.00
LABOR 1	\$79.41	\$635.26	\$103.98
LABOR 2	\$79.06	\$632.45	\$103.45
LABOR 3	\$78.88	\$631.04	\$100.53
OPERATOR 2	\$112.82	\$902.56	\$148.49
OPERATOR 3	\$110.25	\$882.04	\$144.64
OPERATOR 4	\$107.87	\$862.92	\$141.05
OPERATOR 5	\$105.66	\$845.32	\$137.74
OPERATOR 6	\$103.37	\$826.96	\$134.31
OPERATOR 7	\$101.40	\$811.19	\$131.36
OPERATOR 8	\$99.41	\$795.31	\$128.39
TEAMSTER 1	\$84.71	\$677.70	\$109.49
TEAMSTER 2	\$85.24	\$681.91	\$110.27
TEAMSTER 3	\$85.75	\$686.02	\$111.04
TEAMSTER 4	\$86.36	\$690.88	\$111.96

YEAR	MAKE	MODEL	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
2000	FORD	F-250 PICKUP	\$36.00	\$288.00	\$36.00
2000	FORD	F-350 PICKUP	\$43.00	\$344.00	\$43.00
2000	INT'L	TRAFFIC TRUCK	\$58.00	\$464.00	\$58.00
1996	ZIEMAN	TILT TRAILER	\$22.00	\$176.00	\$22.00
1999	INT'L	FLAT RACK	\$44.00	\$352.00	\$44.00
2016	PETERBUILT	ROLL-BACK	\$75.00	\$600.00	\$75.00
1991	INT'L	BOBTAIL	\$68.00	\$544.00	\$68.00
1990	LEROI	COMPRESSOR	\$44.00	\$352.00	\$44.00
2015	PRECISION	CMS BOARD	\$35.00	\$280.00	\$35.00
2002	WANCO	ARROW BOARD	\$33.00	\$264.00	\$33.00
2007	MAGNUM	LIGHT TOWER	\$33.00	\$264.00	\$33.00
2015	D-W	VAC TRAILER	\$45.00	\$360.00	\$45.00
	DIAMOND	OIL POT	\$44.00	\$352.00	\$44.00

ALL ABOVE ARE UNOPERATED AND WILL BE BILLED WITH THE RESPECTIVE LABOR CLASS

5 AXLE COZAD TRANSPORT TRUCK	\$ 145.00 (2 HR MIN)	\$1,160.00	\$ 175.00 (2HR MIN)
10 YD	\$145.00	\$1,160.00	\$175.00
TRANSFER	\$145.00	\$1,160.00	\$175.00
BOTTOM DUMP	\$145.00	\$1,160.00	\$175.00
END DUMP	\$145.00	\$1,160.00	\$175.00

IN THE EVENT THAT SITE CONDITIONS ARE EXPECTED TO RESULT IN EXCESSIVE WEAR OF GROUND ENGAGING
WEARABLE PARTS, CONTRACTOR WILL NOTIFY COUNTY OF COST PRIOR TO PERFORMANCE OF THE WORK.

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