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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

Granite Construction Company Agreement No.: A-15607; Amendment No.: 1
The Don Chapin Company, Inc. Agreement No.: A-15608; Amendment No.: 1
a. Approve Amendment No. 1 to Standard Agreement with Granite Construction Company to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to: update the rate schedule; increase the not to exceed amount of $100,000 by $200,000 for a total amount not to exceed $300,000; and extend the expiration date for one (1) additional year through December 31, 2022, for a revised term from January 1, 2021 to December 31, 2022; and
b. Approve Amendment No. 1 to Standard Agreement with The Don Chapin Company, Inc. to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to: update the rates; increase the not to exceed amount of $100,000 by $200,000 for a total amount not to exceed $300,000; and extend the expiration date for one (1) additional year through December 31, 2022, for a revised term from January 1, 2021 to December 31, 2022; and
c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to each Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

PASSED AND ADOPTED on this 16th day of November 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 16, 2021.

Dated: November 22, 2021
File ID: A 21-531
Agenda Item No.: 54

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

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AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE CONSTRUCTION COMPANY

THIS AMENDMENT NO. 1 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 February 5, 2021 (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 County has a continued need for services; and

WHEREAS, the CONTRACTOR's original Labor and Equipment Rental Rates require an update effective January 1, 2022; and

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

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to December 31, 2022, update the Labor and Equipment Rental Rates, and increase the amount by $200,000 for a total amount not to exceed $300,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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 and A-1, 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 $300,000.

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 1, 2021 to December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4.0, "Scope of Services and Additional Provisions" to add "Exhibit A-1 – Revised Labor and Equipment Rental Rates", effective January 1, 2022.

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4. Amend the fourth paragraph under Section 9.03, Insurance Coverage Requirements, of Paragraph 9.0 ”Insurance Requirements”, to remove the checkmark in the box and add the checkmark in the box next to the fifth paragraph titled, **“Agreement Over $100,000 Business Automobile Liability Insurance”**.

   Agreement Over $100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

5. Amend Section 11.01 of Paragraph 11.0, “Non-Discrimination”, to read as follows:

   During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code §12940(a), either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

6. Amend Agreement to revise Paragraph 16.0, “Signature Page”, to Paragraph 18.0, “Signature Page”.

7. Amend Agreement to add Paragraph 16.0, “Compliance with Applicable Laws”, as follows:

   16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

   16.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

   16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

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8. Amend Agreement to add Paragraph 17.0, "Consent to Use of Electronic Signatures", as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PD) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

9. Amend the first sentence of section B.1, "Compensation/Payment" in Exhibit A - Scope of Services/Payment Provisions of the Agreement to read as follows:

County shall pay an amount not to exceed $300,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

10. Amend the first paragraph of B.2, Contractor's Billing Procedures, in Exhibit A – Scope of Services/Payment Provisions of the Agreement to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA#3200*5541), services/project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP – Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

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11. In all places within the Agreement, any reference to the 2020-2021 Labor and Equipment Rental Rates on Page 3 and Page 4 of Exhibit A – Scope of Services/Payment Provisions is hereby replaced with "Exhibit A-1 – Revised Labor and Equipment Rental Rates", effective January 1, 2022.

12. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

13. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

14. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson
7B741937A0D41B...
Contracts/Purchasing Officer

Date: 11/23/2021 | 10:52 AM PST

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

By: DocuSigned by: Mary Grace Perry
A1993B26E717442...
Mary Grace Perry
Deputy County Counsel

Date: 10/22/2021 | 2:38 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Gary Gibney
D3834BFEC1D8449...
Auditor/Controller

Date: 10/22/2021 | 2:43 PM PDT

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

By: _____
Danielle P. Mancuso
Risk Manager

Date: _____

CONTRACTOR*

Granite Construction Company
Contractor's Business Name

By: DocuSigned by: Brent Fogg
54DB1186040444F...
(Signature of Chair, President or Vice President)

Its: Brent Fogg, VP Coastal Region
(Print Name and Title)

Date: 10/19/2021

By: DocuSigned by: Kenneth B. Olson, Vice President & Treasur
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Kenneth B. Olson, Vice President & Treasur
(Print Name and Title)

Date: 10/21/2021

*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.

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EXHIBIT A-1 - REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2022

GRANITE™

County of Monterey Emergency On-call

2021-2022 LABOR AND EQUIPMENT RENTAL RATES

HOURLY LABOR RATES

CRAFT LABOR	ST	OT	DT
OPERATOR FOREMAN	$157	$209	$261
OPERATOR / GRADSETTER	$146	$192	$238
LABOR FOREMAN	$121	$159	$196
LABORER	$107	$138	$169
CEMENT MASON FOREMAN	$138	$183	$228
CEMENT MASON	$120	$157	$193
CARPENTER FOREMAN	$170	$228	$285
CARPENTER	$151	$200	$248
TEAMSTER	$115	$148	$180

HOURLY EQUIPMENT RATES

LOADER JD 210C 4X4/BOBCAT	$48	ROLLER 1-3 TON	$43
LOADER/BACKHOE JD 710	$77	ROLLER 4-6 TON	$55
EXCAVATOR CAT 330L	$180	ROLLER 7-9 TON	$114
EXCAVATOR CAT 345	$231	ROLLER 10+ TON	$133
EXCAVATOR CAT 365	$390	RUBBER TIRE ROLLER (9-25 TON)	$83
LOADER CAT 950	$135	66" SINGLE DRUM ROLLER	$114
LOADER CAT 966	$160	84" SINGLE DRUM ROLLER	$133
LOADER CAT 980	$200	COMPACTOR CAT 815	$149
DOZER/RIPPER CAT D6	$148	COMPACTOR CAT 825	$180
DOZER/RIPPER CAT D8	$237	POWER KICK BROOMS	$100
DOZER/RIPPER CAT D9	$297	STREET SWEEPER/PICK UP BROOM	$200
DOZER/RIPPER CAT D10	$409	WATER TRUCKS (2000 GAL)	$60
PUSH CAT D10	$366	WATER TRUCKS (3600 GAL)	$75
SCRAPER CAT 613	$175		
SCRAPER CAT 615	$189		
SCRAPER CAT 623	$225	PICKUP	$36
SCRAPER CAT 631	$275	FLATRACK	$49
MOTOR GRADER CAT 140H/143H	$120	AIR COMPRESSORS	$24
MOTOR GRADER CAT 14H/163H	$138	TRAFFIC TRUCK (w/cones & signs)	$60
MOTOR GRADER CAT 16H	$275	ASPHALT PAVER FEEDER	$111
ASPHALT PAVER	$334	MESSAGE BOARD (weekly rate)	$595
SHUTTLE BUGGY	$352	ARROW BOARD (weekly rate)	$208
OIL DISTRIBUTOR TRUCK	$100	WATER TOWER (monthly rate)	$2,678
		GPS MACHINE CONTROLS (Each)	$24

* The above prices are based upon availability of Granite owned equipment.
* Minimum charge of 4 hours. There is a minimum charge of 8 hours for equipment worked over 4 hours.
* Rates do not include working at night. Night and Special Single Shift Add $3.00 to all rates.

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AND EQUIPMENT RENTAL RATES

Effective January 1, 2022

* Rates do not include working in rock and/or cobble. Rates may be adjusted upwards based on site conditions.
* Overtime will be charged for work in excess of 8 hours per shift and Saturdays.
* Double-time will be charged for work in excess of 12 hours per shift and Sundays.
* Prices for specialized equipment such as chip sealing equipment, pulverizers, crushers, off road haulers and other equipment not listed above are negotiable based on scope of project.
* Move-in/out not included in rates and will be charged at cost plus 15%.
* Rental equipment and on-road dump trucks will be charged at cost plus 15%.
* Fuel truck travel time will be billed to the owner on all equipment.
* Any non-Granite piece requiring fuel will be charged for travel time and fuel as needed.
* Subcontractors will be hired as necessary and will be charged by invoice amount plus 15%.
* Materials purchased at the request of the owner will be charged by invoice amount plus 15%.
* Any dump fees incurred will be charged by invoice plus a 15% markup.

Rates Effective through 12/31/22

Per Section 6.02 of Agreement, negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior the the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

DS DS

BFVCR / KBO 10/22/2021 / 10/22/2021

Contractor's Initials Date