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AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE CONSTRUCTION COMPANY

THIS AMENDMENT NO. 2 to Standard Agreement No. A-15607 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 Standard Agreement No. A-15607 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 Agreement was amended by the Parties on November 23, 2021 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2022, extend the term for one (1) additional year through December 31, 2022, and to increase the amount by $200,000 which resulted in a total not to exceed amount of $300,000; and

WHEREAS, the County has a continued need for services; and

WHEREAS, the CONTRACTOR's Labor and Equipment Rental Rates in Exhibit A-1 of the Agreement require an update retroactive to January 12, 2022 to include a line item for the rental of six foot (6') water barrier at a rate of $52.00 per week or $130.00 per month with delivery and pick up fees of $400.00; and

WHEREAS, the CONTRACTOR's Labor and Equipment Rental Rates will require an update effective January 1, 2023, in accordance with Exhibit A-2 - Revised Labor and Equipment Rental Rates, which is attached and incorporated by this reference; and

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

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to December 31, 2023 and update the Labor and Equipment Rental Rates to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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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, A-1 and A-2, 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, 2023, 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-2 – Revised Labor and Equipment Rental Rates", effective January 1, 2023.

4. Amend "Exhibit A-1 - Labor and Equipment Rental Rates" of the Agreement, to add the following line item retroactive to January 12, 2022:

   Six foot (6') Water Barrier: $52.00 per week or $130.00 per month with delivery and pick up fees of $400.00

5. In all places within the Agreement, any reference to "Exhibit A-1 - Revised Labor and Equipment Rental Rates" is hereby replaced with "Exhibit A-2 – Revised Labor and Equipment Rental Rates", effective January 1, 2023.

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

7. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

8. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Angelica Ruelas 4DFC1176E799451...
Contracts/Purchasing Officer

Date: 9/22/2022 | 9:09 AM PDT

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

By: DocuSigned by: Mary Grace Perry A1933B20E7174 42...
Mary Grace Perry
Deputy County Counsel

Date: 9/20/2022 | 3:44 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor/Controller

Date: 9/21/2022 | 10:16 AM 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: James A Radich 035FAC596F09492...
(Signature of Chair, President or Vice President)

Its: James A. Radich, Executive Vice President
(Print Name and Title)

Date: 9/16/2022

By: DocuSigned by: Brian R. Dowd 10E35A8883E7432...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Brian R. Dowd, Assistant Secretary
(Print Name and Title)

Date: 9/16/2022

*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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GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, M. Craig Hall, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted effective June 27, 2022 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Kyle T. Larkin	President & Chief Executive Officer
Elizabeth L. Curtis	Executive Vice President, Chief Financial Officer & Assistant Secretary
James A. Radich	Executive Vice President, Chief Operating Officer & Assistant Secretary
Brian R. Dowd	Senior Vice President, Group Manager & Assistant Secretary
Timothy W. Gruber	Senior Vice President, Human Resources & Assistant Secretary
M. Craig Hall	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Kenneth B. Olson	Senior Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Michael G. Tatusko	Senior Vice President, Group Manager & Assistant Secretary
Bradley J. Williams	Senior Vice President, Group Manager & Assistant Secretary
Michael W. Barker	Vice President, Investor Relations
James D. Nickerson	Vice President & Assistant Secretary
Nicholas B. Blackburn	Vice President, Tax & Assistant Secretary
Staci M. Woolsey	Chief Accounting Officer & Assistant Secretary

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

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AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Kyle T. Larkin	President & Chief Executive Officer
Elizabeth L. Curtis	Executive Vice President, Chief Financial Officer & Assistant Secretary
James A. Radich	Executive Vice President, Chief Operating Officer & Assistant Secretary
Brian R. Dowd	Senior Vice President, Group Manager & Assistant Secretary
Timothy W. Gruber	Senior Vice President, Human Resources & Assistant Secretary
M. Craig Hall	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Kenneth B. Olson	Senior Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Michael G. Tatusko	Senior Vice President, Group Manager & Assistant Secretary
Bradley J. Williams	Senior Vice President, Group Manager & Assistant Secretary
Michael W. Barker	Vice President, Investor Relations
James D. Nickerson	Vice President & Assistant Secretary
Nicholas B. Blackburn	Vice President, Tax & Assistant Secretary
Staci M. Woolsey	Chief Accounting Officer & Assistant Secretary
Jordy L. Murray	Deputy General Counsel & Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary
Clinton R. Clark	Assistant Secretary
Todd N. Burford	Assistant Secretary

Dated: June 30, 2022

M. Craig Hall

GRANITE CONSTRUCTION COMPANY
CORPORATE SEAL
Jan. 4, 1922
CALIFORNIA

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EXHIBIT A-2 – REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2023

GRANITE™

County of Monterey Emergency On-call

2023 LABOR AND EQUIPMENT RENTAL RATES

HOURLY LABOR RATES

CRAFT LABOR	ST	OT	DT
OPERATOR FOREMAN	$167	$222	$278
OPERATOR / GRADSETTER	$155	$204	$253
LABOR FOREMAN	$129	$169	$208
LABORER	$114	$146	$179
CEMENT MASON FOREMAN	$146	$195	$243
CEMENT MASON	$128	$167	$206
CARPENTER FOREMAN	$180	$242	$304
CARPENTER	$161	$213	$265
TEAMSTER	$123	$158	$193

HOURLY EQUIPMENT RATES

LOADER JD 210C 4X4/BOBCAT	$60	ROLLER 1-3 TON	$64
LOADER/BACKHOE JD 710	$98	ROLLER 4-6 TON	$73
EXCAVATOR CAT 330L	$206	ROLLER 7-9 TON	$122
EXCAVATOR CAT 345	$233	ROLLER 10+ TON	$127
EXCAVATOR CAT 365	$409	RUBBER TIRE ROLLER (9-25 TON)	$107
LOADER CAT 950	$200	66" SINGLE DRUM ROLLER	$122
LOADER CAT 966	$232	84" SINGLE DRUM ROLLER	$127
LOADER CAT 980	$269	COMPACTOR CAT 815	$196
DOZER/RIPPER CAT D6	$176	COMPACTOR CAT 825	$255
DOZER/RIPPER CAT D8	$293	POWER KICK BROOMS	$103
DOZER/RIPPER CAT D9	$349	STREET SWEEPER/PICK UP BROOM	$206
DOZER/RIPPER CAT D10	$436	WATER TRUCKS (2000 GAL)	$75
PUSH CAT D10	$483	WATER TRUCKS (3600 GAL)	$75
SCRAPER CAT 613	$180		
SCRAPER CAT 615	$220		
SCRAPER CAT 623	$232	PICKUP	$36
SCRAPER CAT 631	$283	FLATRACK	$56
MOTOR GRADER CAT 140H/143H	$128	AIR COMPRESSORS	$25
MOTOR GRADER CAT 14H/163H	$163	TRAFFIC TRUCK (w/cones & signs)	$62
MOTOR GRADER CAT 16H	$283	ASPHALT PAVER FEEDER	$137
ASPHALT PAVER	$350	MESSAGE BOARD (weekly rate)	$613
SHUTTLE BUGGY	$486	ARROW BOARD (weekly rate)	$214
OIL DISTRIBUTOR TRUCK	$103	WATER TOWER (monthly rate)	$2,758
		GPS MACHINE CONTROLS (Each)	$25

* 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 $5.00 to all rates.

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EXHIBIT A-2 REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2023

WEEKLY/MONTHLY EQUIPMENT RATES

SIX FOOT (6') WATER BARRIER*:	$52 per week (Each) $130 per month (Each) Delivery or Pickup: $400.00 (Each) *Does not include installation or filling with water.

* Rates do not include working in rock and/or cobble. Rates may be adjusted upwards based on site conidtions.
* 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 12/31/23