

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:
Granite Rock Company

_____ (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: On-call rental of fully operated, fueled and maintained asphalt grinding and paving machines, Request for Qualifications (RFQ) #10882

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, 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: \$1,000,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from May 1, 2023 to April 30, 2026 , unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Incorporation of RFQ #10882 and Statement of Qualifications Documents, on file with the Department of Public Works, Facilities and Parks



5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$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 \$500,000 per occurrence.

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 or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers’ Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 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.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 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, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 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.

13.3 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.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dalia M. Mariscal-Martinez, Management Analyst III	Miguel Zarate, Milling Operations Manager
Name and Title	Name and Title
1441 Schilling Place South 2nd Floor Salinas, California 93901-4527	5225 Hellyer Avenue, Suite 220 San Jose, California 95138
Address	Address
(831) 755-8966	(408) 574-1470
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.



- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 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 U.S.C. 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).

17.2 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 portable document format (PDF) via email transmittal.

17.3 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 portable document format (PDF) 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.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer
Date: _____
By: _____
Department Head (if applicable)
Date: _____

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

By: _____
Mary Grace Perry, Deputy
County Counsel
Date: 4/10/2023 | 9:32 AM PDT

Approved as to Fiscal Provisions

By: _____
Jennifer Forsyth
Auditor/Controller
Date: 4/10/2023 | 4:38 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management
Date: _____

CONTRACTOR

Granite Rock Company
Contractor/Business Name *
By: _____
Peter Lemon
(Signature of Chair, President, or Vice-President)
Peter Lemon, President and CEO
Date: 4/7/2023 | 11:17 AM PDT

By: _____
Dan Lindsey
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Dan Lindsey, VP and CFO
Date: 4/9/2023 | 2:05 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*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.

1 Approval by County Counsel is required

2 Approval by Auditor-Controller is required

3 Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9



EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Granite Rock Company, hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services, equipment and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

On an “on-call” basis, CONTRACTOR shall provide rental of fully operated, fueled, and maintained asphalt grinding machine and/or paving machine in accordance with the Equipment List and Pricing Schedule including Milling and Pulverizing Rate Sheet (Pricing Schedule) included herein and as directed by the County’s Department of Public Works, Facilities and Parks (PWFP) at various locations within Monterey County. The Pricing Schedule included herein is to remain firm for the initial term of the Agreement and, thereafter may be adjusted according to the terms and conditions of the Agreement and by written amendment executed by the County.

CONTRACTOR’s Minimum Work Performance Percentage: CONTRACTOR shall perform with CONTRACTOR’s own organization Agreement work amounting to not less than fifty percent (50%) of the original total Agreement not to exceed sum. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of County.

CONTRACTOR shall perform all work in conformance with all applicable County, State and Federal laws relevant to the specific project scope. The Scope of Services is further defined below:

1. CONTRACTOR shall have extensive experience and knowledge of Caltrans Standard Plans and Standard Specifications as it pertains to this scope of services and adhere to the latest Caltrans Standards.
2. CONTRACTOR shall be responsible for transporting the equipment to and from the worksite in conformance with the Pricing Schedule included herein.
3. Rental rates shall not include permits, bonds, state, or local taxes.
4. County projects include asphalt grinding and paving in areas with four (4) foot widths. CONTRACTOR shall provide equipment and operator to complete asphalt grinding and paving work in these areas.
5. County shall provide and retain all materials including ground asphalt.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

6. CONTRACTOR shall not be responsible for grinding areas inaccessible to the machines, chipping, handwork, cutback tapers, grinding of Portland Cement Concrete (PCC), and placement and maintenance of “Uneven Pavement” signage.
7. Daily rental rates include one (1) complete set of teeth for the asphalt grinding machine. Additional teeth will be provided on an as-needed basis with the approval and at the expense of the County in conformance with the per tooth replacement price included in the Pricing Schedule.
8. County shall perform all work incidental to equipment rental.
9. County shall provide all pre-notifications, signage, and traffic control.
10. County shall provide USA notification and markings prior to starting work.
11. County shall provide water source, water truck and water meter if necessary.
12. County shall be responsible for damage to asphalt grinding/paving machine caused by unmarked subsurface obstacles (i.e., water valves, manholes buried steel or iron).
13. County shall notify CONTRACTOR within 48 hours of any potential back charges.
14. The operation of the asphalt grinding/paving machine requires payment of prevailing wages to all workers employed under this Agreement on public work projects as defined in Labor Code Section 1771.
15. COVID-19: Please be advised that *all CONTRACTORS* providing services and any persons/entities authorized by said CONTRACTOR to visit County of Monterey work sites must comply with State and Federal COVID-19 health and safety measures including implementation of a COVID-19 prevention plan. Key business practices shall include physical distancing to the maximum extent possible, use of face coverings, frequent handwashing and regular cleaning and disinfecting, and training employees on these and other elements of their COVID-19 prevention plan.

A.2

1. County will contact CONTRACTOR and request services related to an individual task and/or project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost to County.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

2. The exact scope for rental of fully operated, fueled, and maintained asphalt grinding and paving machines will be determined prior to a notice to proceed for a specific task and/or project. County may negotiate the scope and cost of the proposal prior to issuance of the notice to proceed. County has the right to reject any submitted proposal.
3. CONTRACTOR(s) shall advocate for County and ensure the project produced is in the best interest of County. CONTRACTOR shall deliver products on or ahead of the required schedule and within budget.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$1,000,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following attached Pricing Schedule and in accordance with the following terms:

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

No travel reimbursement shall be allowed during this Agreement. Mobilization fees will be charged as listed on the Pricing Schedule.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000).

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and/or services, and associated Delivery Order (DO) 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 and 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.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

EQUIPMENT LIST AND PRICING SCHEDULE

Equipment/Operator/ Mobilization <i>(List Below)</i>	Hourly Rate(s) <i>(List annual changes, if any, for the initial three (3) year term)</i>		
	Year 1	Year 2	Year 3
	48" Grinder Operated (1 Operator)	\$3,800 (8hr minimum)	\$4,180 (8hr minimum)
4' or 8' Paver Operated (1 Operator)	\$3,150 (8hr minimum)	\$3,465 (8hr minimum)	\$3,812 (8hr minimum)
Additional Screedman or Operator	\$800 (8hr minimum)	\$880 (8hr minimum)	\$968 (8hr minimum)
Mobilization in per each piece of equipment	\$400 Lump Sum	\$525 Lump Sum	\$650 Lump Sum

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS



Year 1 - 3

MILLING & PULVERIZING RATE SHEET

DESCRIPTION	UoM	UNIT PRICE
2ft, 3ft, 4ft Milling Machine (M-F)	Daily	\$3,800
Overtime Per Hour	EA	\$500
Saturday	Daily	\$4,300
Sunday	Daily	\$4,800
Drum Swap (2'&3')	EA	\$650
6ft 7inch Milling Machine (M-F)	Daily	\$5,100
Overtime Per Hour	EA	\$700
Saturday	Daily	\$5,600
Sunday	Daily	\$6,400
Micro-Mill Machine 6ft 7inch – 3/16" (5mm) Drum, 2 Operators (M-F)	Daily	\$6,500
Overtime Per Hour	EA	\$900
Saturday	Daily	\$7,200
Sunday	Daily	\$7,900
7ft 10inchW240i Pulverizer (20-inch depth capability) (M-F)	Daily	\$5,100
Overtime Per Hour	EA	\$700
Saturday	Daily	\$5,600
Sunday	Daily	\$6,400
12ft 6inch Milling Machine, 2 Operator (M-F)	Daily	\$8,100
Overtime Per Hour	EA	\$1,050
Saturday	Daily	\$8,800
Sunday	Daily	\$9,500
4ftVogele Super 700Paver or 8ft Lee-Boy 8500, 1 Operator	Daily	\$3,150
Overtime Per Hour	EA	\$450
Saturday	Daily	\$3,600
Sunday	Daily	\$4,050
** Additional Screed Operator/Labor – 8 hr. minimum	Daily	\$800
ADDITIONAL CHARGES		
Replacement Teeth: Per Tool / Per Box	EA/Per Box	\$5.00 / \$250
Multiplex Level Pro System (SAS)	Daily	\$500
Night Premium	EA	\$250
Mobilization: Varies based on location; Please call to verify.	EA	\$400 (Min)

Milling/Pulverizing- Inclusions:

- CONTRACTOR will cold plane (mill or grind) or pulverize asphalt concrete or aggregate base pavement sections as directed by the County.
- CONTRACTOR will cold plane, (mill or grind) or pulverize as closely as possible to existing manholes, water valves, and other obstructions in the cutting plane.
- Cold planed material will be loaded into trucks provided by County.
- One set of teeth per shift.

Milling/Pulverizing- Exclusions and General Conditions:

- USA Markings and notifications are the responsibility of the County prior to the commencement of any milling or pulverizing activities. County is responsible for potholing as necessary.
- CONTRACTOR to abide with Regional Notification Center Law pursuant to Article 2, commencing with Section 4216, of Chapter 3.2 of Division 5 of Title I of the Government Code, "The lessee or renter (Contractor) accepts all liabilities and responsibilities contained in the regional notification center law."
- CONTRACTOR is not responsible for striking buried utilities. Any damages incurred by CONTRACTOR equipment

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

due to unmarked obstacles, manhole lids, water valves, metal boxes, poles, underground utilities will be billed to the County.

- CONTRACTOR excludes all work incidental to grinding/milling operations including layout, job limits, marking of obstacles etc.
- Grinding excludes areas inaccessible to our various size milling machines.
- CONTRACTOR will not remove asphalt concrete off a gutter pan.
- Chipping, handwork, temporary tapers, grinding of PCC, maintenance of uneven pavement.
- All traffic control is to be performed by the County.
- County is responsible for all pre-notifications and posting of "No Parking" signage within the work zone prior to the start of work.
- CONTRACTOR is not responsible for towing of vehicles within the work zone.
- All areas to be milled or pulverized shall be clearly marked by the County or Agency Representative prior to the start of work.
- County to provide a water source, water truck or water meter (if necessary).
- County is responsible for tree trimming/clearing area to be accessible for milling or pulverizing equipment.
- County is responsible for all cleanup, trucking, and sweeping of milled or pulverized areas.
- CONTRACTOR is not responsible for claims due to uneven pavement, raveling material, damaged vehicles from construction debris, tripping hazards, etc. Daily Rental Grinder comes with and includes One set of teeth; Any extra teeth will be charged to the Contractor.
- No retention to be withheld. Payment is due and payable within 30 days of billing.
- All Graniterock equipment is CARB compliant. Please contact us for documentation if needed.
- Transportation fees are not included in the daily rates provided. Mobilization is \$400.00 minimum and additional charges may apply based on distance. Please call to verify.
- The quoted prices do not include permits, bonds, state, and local taxes.
- Any items not specifically included within this quote are excluded.
- CONTRACTOR requests 2 weeks advance notification for scheduling, and 72 hrs. in advance for schedule changes.

_____/_____
Contractor's Initials

_____/_____
Date

EXHIBIT B – INCORPORATION OF RFQ #10882 AND PROPOSAL DOCUMENTS

The County invited submittals to Request for Qualifications (RFQ) through RFQ #10882, to provide on-call rental of fully operated, fueled and maintained asphalt grinding and paving machines at various locations within Monterey County. Granite Rock Company submitted a responsive and responsible Proposal to perform the services listed in RFQ #10882. County selected Granite Rock Company to provide on-call rental of fully operated, fueled and maintained asphalt grinding and paving machines.

RFQ #10882 and the Proposal submitted by Granite Rock Company are hereby incorporated into this Agreement by this reference.