

Attachment C



Monterey County Board of Supervisors

Board Order

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1st Floor
Salinas, CA 93901
831.755.5066

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A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Glenn Church to:

Granite Construction Company	Agreement No. A-15607 ; Amendment No.: 3
The Don Chapin Company, Inc	Agreement No. A-15608 ; Amendment No.: 3

- a. Approve Amendment No. 3 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 increase the not to exceed amount of \$300,000 by \$300,000 for a total amount not to exceed \$600,000 with no change in the agreement term; and
- b. Approve Amendment No. 3 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 increase the not to exceed amount of \$300,000 by \$300,000 for a total amount not to exceed \$600,000 with no change in the agreement term; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 3 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 31st day of January 2023, by roll call vote:

AYES: Supervisors Alejo, Church, 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 January 31, 2023.

Dated: February 1, 2023

File ID: A 23-010

Agenda Item No.: 33

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

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE CONSTRUCTION COMPANY**

THIS AMENDMENT NO. 3 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 Agreement was amended by the Parties on September 22, 2022 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2023, and extend the term for one (1) additional year through December 31, 2023 with no increase in the amount; and

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

WHEREAS, additional funding 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 increase the amount by \$300,000 for a total amount not to exceed \$600,000 with no change to the term 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 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 \$600,000.

2. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
3. 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.
4. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

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

By: DocuSigned by:
W.T. Skinner
36F2308D716745F...
Contracts/Purchasing Officer

Date: 2/6/2023 | 10:40 AM PST

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

By: DocuSigned by:
Mary Grace Perry
A4038D26E747442...
Mary Grace Perry
Deputy County Counsel

Date: 1/11/2023 | 5:13 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by:
Jennifer Forsyth
4E7EB57875454AE...
Auditor/Controller

Date: 1/13/2023 | 8:30 AM PST

**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: Brent Fogg
(Signature of Chair, President or Vice President)

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

Date: 1/9/2023

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

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

Date: 1/9/2023

*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.