

Attachment B

**AMENDMENT NO. 6
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE CONSTRUCTION COMPANY**

THIS AMENDMENT NO. 6 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 Agreement was amended by the Parties on February 6, 2023 (hereinafter, “Amendment No. 3”) to increase the amount by \$300,000 which resulted in a total not to exceed amount of \$600,000 with no term extension; and

WHEREAS, the Agreement was amended by the Parties on April 21, 2023 (hereinafter, “Amendment No. 4”, including Exhibit B - Federal Emergency Management Agency (FEMA) Provisions) to increase the amount by \$2,500,000 which resulted in a total not to exceed amount of \$3,100,000 with no term extension; and

WHEREAS, the Agreement was amended by the Parties on October 16, 2023 (hereinafter, “Amendment No. 5”, including Exhibit A-3 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates effective January 1, 2024 and extend the term for one (1) additional year through December 31, 2024 with no increase in the not to exceed amount; and

WHEREAS, various provisions of the Agreement require an update; and

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

WHEREAS, the CONTRACTOR's Revised Labor and Equipment Rental Rates in Exhibit A-3 of the Agreement require an update effective January 1, 2025 in accordance with Exhibit A-4 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 update various provisions, to update the Revised Labor and Equipment Rental Rates effective January 1, 2025, and to extend the term for one (1) additional year to December 31, 2025 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 6.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence 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, A-1, A-2, A-3 and A-4, subject to the limitations set forth in this Agreement.

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, 2025, 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-4 - Revised Labor and Equipment Rental Rates", effective January 1, 2025.

4. Amend Paragraph 6.0, "Payment Conditions", to read as follows:

6.01 Prices/rate changes 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 price/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 to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may 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 as the County may require. The Contract Administrator or his or her designee 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.

6.05 If reimbursement for **mileage expenses** is set forth in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for **mileage** based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

5. Amend Section 9.03, “Insurance Coverage Requirements”, of Paragraph 9.0, “Insurance Requirements”, to read as follows:

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, and \$2,000,000 in the aggregate.

(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.)

Auto Liability Coverage: must include motor vehicles, including scheduled, 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: Professional liability insurance coverage is required if the CONTRACTOR is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

6. Amend Section 9.04, "Other Requirements", of Paragraph 9.0, "Insurance Requirements", to read as follows:

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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials,

parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

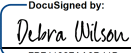
Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a 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.

7. In all places within the Agreement, any reference to Department of Public Works, Facilities, & Parks is hereby replaced with Department of Public Works, Facilities and Parks (PWFP).
8. In all places within the Agreement, any reference to County's email address of PWFP-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@countyofmonterey.gov.
9. In all places within the Agreement, any reference to "Exhibit A-3 – Revised Labor and Equipment Rental Rates", effective January 1, 2024 is hereby replaced with "Exhibit A-4 – Revised Labor and Equipment Rental Rates", effective January 1, 2025.

10. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
11. This Amendment No. 6 and all previous Amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
12. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

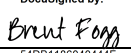
COUNTY OF MONTEREY
Debra R. Wilson, Contracts/Purchasing Officer

By:  DocuSigned by:
Debra Wilson
7B741937AA0D41B...

Its: Debra Wilson Contracts & Purchasing Officer
(Print Name and Title)

Date: 11/27/2024 | 8:16 AM PST

CONTRACTOR*
Granite Construction Company

By:  DocuSigned by:
Brent Fogg
54DB118604044F...

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

Date: 11/22/2024 | 9:07 AM PST

Approved as to Form
Office of the County Counsel
Susan K. Blicht, County Counsel

By:  Signed by:
Michael Whilden
2C8F38174D3940D...

Michael J. Whilden
Deputy County Counsel

Date: 11/26/2024 | 1:12 PM PST

By:  Signed by:
Brian R. Dowd
C97287F8EF9744B...

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

Date: 11/22/2024 | 3:12 PM PST

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By:  DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Its: Jennifer Forsyth Auditor-Controller Analyst II
(Print Name and Title)

Date: 11/26/2024 | 3:26 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Susan K. Blicht, County Counsel

By: _____
David Bolton
Risk Manager

Date: _____

*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

EXHIBIT A-4 - REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2025



County of Monterey Emergency On-Call

2025 Labor and Equipment Rental Rates

HOURLY LABOR RATES

CRAFT LABOR	ST	OT	DT
OPERATOR FOREMAN	\$200	\$265	\$330
OPERATOR / GRADSETTER	\$187	\$246	\$305
LABOR FOREMAN	\$152	\$196	\$240
LABORER	\$135	\$171	\$207
CEMENT MASON FOREMAN	\$172	\$227	\$281
CEMENT MASON	\$149	\$193	\$236
CARPENTER FOREMAN	\$217	\$290	\$362
CARPENTER	\$187	\$245	\$303
TEAMSTER	\$147	\$186	\$226

HOURLY EQUIPMENT RATES

LOADER JD 210C 4X4/BOBCAT	\$72	ROLLER 1-3 TON	\$70
LOADER/BACKHOE JD 710	\$129	ROLLER 4-6 TON	\$151
EXCAVATOR CAT 330L	\$255	ROLLER 7-9 TON	\$171
EXCAVATOR CAT 345	\$294	ROLLER 10+ TON	\$161
EXCAVATOR CAT 365	\$493	RUBBER TIRE ROLLER (9-25 TON)	\$107
LOADER CAT 950	\$261	66" SINGLE DRUM ROLLER	\$171
LOADER CAT 966	\$298	84" SINGLE DRUM ROLLER	\$161
LOADER CAT 980	\$319	COMPACTOR CAT 815	\$236
DOZER/RIPPER CAT D6	\$184	COMPACTOR CAT 825	\$321
DOZER/RIPPER CAT D8	\$303	POWER KICK BROOMS	\$105
DOZER/RIPPER CAT D9	\$402	STREET SWEEPER/PICK UP BROOM	\$210
DOZER/RIPPER CAT D10	\$553	WATER TRUCKS (2000 GAL)	\$107
PUSH CAT D10	\$497	WATER TRUCKS (3600 GAL)	\$107
SCRAPER CAT 613	\$180		
SCRAPER CAT 615	\$230		
SCRAPER CAT 623	\$230	PICKUP	\$56
SCRAPER CAT 631	\$280	FLATRACK	\$118
MOTOR GRADER CAT 140H/143H	\$166	AIR COMPRESSORS	\$29
MOTOR GRADER CAT 14H/163H	\$210	TRAFFIC TRUCK (w/cones & signs)	\$65
MOTOR GRADER CAT 16H	\$280	ASPHALT PAVER FEEDER	\$144
ASPHALT PAVER	\$361	MESSAGE BOARD (weekly rate)	\$600
SHUTTLE BUGGY	\$585	ARROW BOARD (weekly rate)	\$213
OIL DISTRIBUTOR TRUCK	\$130	WATER TOWER (monthly rate)	\$2,683

* 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 Shift Add \$8.00 to all rates

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

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Effective January 1, 2025

- * 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 will be charged by invoice amount plus 15%
- * Any Dump fees incurred will be charged by invoice plus a 15% markup.
- * Foreman and Lead personnel completing timecards will charge a minimum 1 additional hour per shift.

Six Foot (6') Water Barrier*:	\$100.00 per week each \$300.00 per month each Delivery or Pickup: \$500.00 (Each Load) *Does not include installation or filling with water
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Rates Effective through 12/31/2025

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