

**AGREEMENT**

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and GRANITE CONSTRUCTION COMPANY, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

**ARTICLE 1. SCOPE OF WORK**

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2017-01
- PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2017-02
- PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2017-03

**ARTICLE 2. TIME FOR START AND COMPLETION**

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. COUNTY will not issue any new Job Orders after the expiration of this Agreement.

Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

**ARTICLE 3. ADJUSTMENT FACTORS**

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

The Minimum Contract Value is \$25,000. CONTRACTOR will receive Job Orders totaling at least \$25,000 during the Contract term. The Maximum Contract Value is \$4,766,357 for the **JOC ROADS & BRIDGES**  2017-01 or  2017-02 or  2017-03. COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

ITEM	DESCRIPTION	ADJUSTMENT FACTORS
1.	Normal Working Hours – North County	1.1700
2.	Normal Working Hours – South County	1.0600
3.	Other than Normal Working Hours – North County	1.1900
4.	Other than Normal Working Hours – South County	1.0600

**ARTICLE 4. LIQUIDATED DAMAGES**

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve

Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Roads & Bridges, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

#### ARTICLE 5. NOTIFICATION OF THIRD PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

#### ARTICLE 6. COMPONENT PARTS OF THIS CONTRACT

The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. ROADS & BRIDGES 2017-01, ROADS & BRIDGES 2017-02, ROADS & BRIDGES 2017-03**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Standard Provisions and Requirements
- Federal Provisions-Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Standard Provisions and Requirements
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1,2

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

COUNTY OF MONTEREY

By: \_\_\_\_\_

Name: Donald D. Searle

Title: RMA Deputy Director of Public Works & Facilities

Date: \_\_\_\_\_

APPROVED AS TO FORM

CONTRACTS/PURCHASING

By: \_\_\_\_\_

Name: Mike Derr

Title: Contracts/Purchasing Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM & LEGALITY

COUNTY COUNSEL, CHARLES J. McKEE

By: Mary Grace Perry

Name: Mary Grace Perry

Title: Deputy County Counsel

Date: 10-19-2017

APPROVED AS TO FISCAL TERMS

COUNTY AUDITOR-CONTROLLER

By: Gary Giboney

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 10-20-17

APPROVED AS TO INDEMNITY/INSURANCE PROVISIONS

RISK MANAGEMENT COUNTY OF MONTEREY RISK MANAGEMENT

By: Steven F. Mauck

Name: Steven F. Mauck

Title: Risk Manager

Date: 10/20/17

GRANITE CONSTRUCTION COMPANY

By: Jigisha Desai

Name: Jigisha Desai

Title: Vice President

Date: October 11, 2017

& By: Kenneth B. Olson

Name: Kenneth B. Olson

Title: Assistant Secretary

Date: October 11, 2017

GRANITE CONSTRUCTION COMPANY

580 W. BEACH STREET

WATSONVILLE, CA, 95076

Contractor's License Type: A,B

License Number: 89

License Expiration Date: 05/31/2019



NOTE: CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P O BOX 26000, SACRAMENTO, CALIFORNIA 95826

INSTRUCTIONS: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of two (2) officers authorized to sign per California Corporations Code Section 313 and the document shall bear the corporate seal; if bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of its Managing Members; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his/her signature shall be placed above.





# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
10/11/2017

NAME OF INSURED: Granite Construction Company

The County of Monterey, its Officers, Agents and Employees are hereby named as additional insureds, per the attached endorsements.



**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

**SCHEDULE (OPTIONAL)**

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

**A. Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

**B.** The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
  - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
  - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
    - (1) The "written contract" requires you to provide the additional insured such coverage; and
    - (2) This Coverage Part provides such coverage.
2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
  - a. The maximum permitted by law;
  - b. That required by the "written contract";
  - c. That described in **B.1.** above; or
  - d. That afforded to you under this policy,
 whichever is less.
4. Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or





any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
  - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities; or
  - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

**C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
  - a. The "bodily injury" or "property damage"; or
  - b. The offense that caused the "personal and advertising injury,"for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Waiver of Transfer of Rights of Recovery Against Others to Us**

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Form**

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO. 26	POLICY NO. GL 2074978689

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO: Granite Construction Incorporated	EFFECTIVE DATE OF THIS ENDORSEMENT: 10/01/16



## ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

### SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured: Granite Construction Incorporated</b>
<b>Endorsement Effective Date: 10/01/2016</b>

**SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b> Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS- CALIFORNIA**

This endorsement changes the policy to which it is attached.

It is agreed that **Part One – Workers' Compensation Insurance G. Recovery From Others** and **Part Two – Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE –n/a**

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is n/a %.

**UTAH WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties. **Schedule : Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.**

**WC43 03 05 (Ed 7-00)**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

**All Other States where allowed (except CA, TX, UT)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**Any person or organization for whom the named insured has agreed by written contract to furnish this waiver**

**WC00 03 13 (Ed 4-84)**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/01/2017

WC274978644 Valley Forge Insurance Company  
WC274978658 Transportation Insurance Company  
WC274978661 Transportation Insurance Company  
WC 274978630 Valley Forge Insurance Company