## AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND GRANITEROCK COMPANY

THIS AMENDMENT NO. 1 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Graniterock Company (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

**WHEREAS,** CONTRACTOR entered into an Agreement for Services with the Agency on May 21, 2024 (hereinafter, "Agreement");

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$215,000, not to exceed \$315,000, to continue providing services identified in the Agreement.

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

1. Amend Section 1, "Scope of Work." to read as follows:

<u>Scope of Work</u>. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A – REVISED, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work set forth in Exhibit A – REVISED** 

2. Amend Section 3, "Payments to CONTRACTOR; maximum liability", to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to the contractor under this contract is Three Hundred Fifteen Thousand dollars (\$315,000.00)

Original Agreement \$100,000 Amendment No. 1 \$215,000 Not to exceed total: \$315,000

- 3. All other terms and conditions of the Agreement remain unchanged and in full force.
- 4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

Amendment No. 1 Graniterock Company: SRDF Cleanup & Repair .

## MONTEREY COUNTY WATER RESOURCES AGENCY

| RESOURCES AGENCY   |   |
|--|---|
| By:  | *Contractor Business Name   |
| By: Ara Azhderian, General Manager                               |   |
| Date:  | By: (Signature of Chair, President or Vice President)                           |
|  | (Signature of Chair, President or Vice President)                               |
|  | Title:(Print Name and Title)  |
|  | (Print Name and Title)  |
|  | Date:   |
| Approved as to Form and Legality<br>Office of the County Counsel |   |
| By: Assistant County Counsel                                     | By:   |
| Assistant County Counsel   | (Signature of Secretary, Asst. Secretary, CFO,<br>Treasurer or Asst. Treasurer) |
| Date:  | ,   |
|  | Title:(Print Name and Title)  |
|  | (Finit Ivaine and Title)  |
| Approved as to Fiscal Provisions                                 | Date:   |
| By:  |   |
| By:Auditor-Controller  |   |
| Date:  |   |
|  |   |
|  |   |

**CONTRACTOR** 

## Approved as to Indemnity, Insurance Provisions

Administrative Analyst

Date:

| y: | Risk Management |  |
|----|-----------------|--|
|    | _               |  |

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

## EXHIBIT A - SCOPE OF WORK - REVISED

The following Scope of Work revision includes the original exhibit tasks plus the additional tasks listed below:

All tasks and photos with description of work needed is included in the inspection report attached.

- a) Remove sediment thin layer of sediment from past cleanup near downstream boat launch, sweep to match other articulated block
- b) Concrete spalling repair, approx. 14 sites varying size. Technical specifications for repair materials and methods will be provided.
- c) Railing anchor repair (multiple sites).
- d) Bring in light riprap and place (1-2ft diameter) to replace displaced material in four locations in aerial map (Approx. 4029 ft3 or 150 yd3- Assumed as 1 foot depth)
- e) Lay, spread and lightly compact Decomposed Granite mixture with GraniteCrete in two lower access paths. Assumed as 5inch fill, volume or 400 ft3 or 15yd3
- f) Lay, spread and compact 1 1/2" Drain rock or Class II Base in area on edge of articulating block behind pump platform. Assumed 5 inch fill, 562 ft3 or 21yd3
- g) Lay, spread and compact 3/4" Class II Baserock over entrance path driveway. Assumed as 4inch fill. Volume of topcoat 941 ft3 or 35yd3
- h) Repair Cristy Box and valve stem where valve was broken during cleanup project. Install three bollards around box to protect.
- i) Replace two crack monitoring gauges on right bank wingwall