

Attachment C

**AMENDMENT NO. 5
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE CONSTRUCTION COMPANY**

THIS AMENDMENT NO. 5 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 County has a continued need for services; and

WHEREAS, the CONTRACTOR's Revised Labor and Equipment Rental Rates in Exhibit A-2 of the Agreement require an update effective January 1, 2024, in accordance with Exhibit A-3 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 the Revised Labor and Equipment Rental Rates effective January 1, 2024 extend the term for one (1) additional year to December 31, 2024 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. 5.

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, and A-3, 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, 2024, 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-3 - Revised Labor and Equipment Rental Rates", effective January 1, 2024.
4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 5 and all previous Amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 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: 4DFC1176E799451...

Its: MA III/ Deputy Purchasing Agent
 (Print Name and Title)

Date: 10/16/2023 | 8:30 AM PDT

Approved as to Form

Office of the County Counsel

Leslie J. Girard, County Counsel

By: 
DocuSigned by: A1933B26E717442...

Mary Grace Perry
 Deputy County Counsel

Date: 10/12/2023 | 2:05 PM PDT

Approved as to Fiscal Provisions

Rupa Shah, Auditor/Controller

By: 
DocuSigned by: 4E7E657875454AE...

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

Date: 10/12/2023 | 3:39 PM PDT

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel

David Bolton, Risk Manager

By: _____

Its: _____
 (Print Name and Title)

Date: _____

CONTRACTOR

Granite Construction Company

By: 
 (Signature of Chair, President or Vice President)

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

Date: October 9, 2023

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

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

Date: October 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.

EXHIBIT A-3 – REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2024



County of Monterey Emergency On-call

2024 LABOR AND EQUIPMENT RENTAL RATES

HOURLY LABOR RATES			
<u>CRAFT LABOR</u>	ST	OT	DT
OPERATOR FOREMAN	\$195	\$260	\$326
OPERATOR / GRADSETTER	\$182	\$241	\$301
LABOR FOREMAN	\$147	\$191	\$236
LABORER	\$130	\$166	\$202
CEMENT MASON FOREMAN	\$167	\$222	\$276
CEMENT MASON	\$145	\$188	\$231
CARPENTER FOREMAN	\$203	\$272	\$341
CARPENTER	\$182	\$240	\$298
TEAMSTER	\$142	\$182	\$221

HOURLY EQUIPMENT RATES			
LOADER JD 210C 4X4/BOBCAT	\$61	ROLLER 1-3 TON	\$65
LOADER/BACKHOE JD 710	\$99	ROLLER 4-6 TON	\$75
EXCAVATOR CAT 330L	\$210	ROLLER 7-9 TON	\$124
EXCAVATOR CAT 345	\$237	ROLLER 10+ TON	\$129
EXCAVATOR CAT 365	\$416	RUBBER TIRE ROLLER (9-25 TON)	\$109
LOADER CAT 950	\$203	66" SINGLE DRUM ROLLER	\$124
LOADER CAT 966	\$236	84" SINGLE DRUM ROLLER	\$129
LOADER CAT 980	\$273	COMPACTOR CAT 815	\$200
DOZER/RIPPER CAT D6	\$179	COMPACTOR CAT 825	\$260
DOZER/RIPPER CAT D8	\$298	POWER KICK BROOMS	\$100
DOZER/RIPPER CAT D9	\$355	STREET SWEEPER/PICK UP BROOM	\$200
DOZER/RIPPER CAT D10	\$443	WATER TRUCKS (2000 GAL)	\$76
PUSH CAT D10	\$492	WATER TRUCKS (3600 GAL)	\$76
SCRAPER CAT 613	\$175		
SCRAPER CAT 615	\$225		
SCRAPER CAT 623	\$225	PICKUP	\$36
SCRAPER CAT 631	\$275	FLATRACK	\$57
MOTOR GRADER CAT 140H/143H	\$130	AIR COMPRESSORS	\$24
MOTOR GRADER CAT 14H/163H	\$165	TRAFFIC TRUCK (w/cones & signs)	\$60
MOTOR GRADER CAT 16H	\$275	ASPHALT PAVER FEEDER	\$139
ASPHALT PAVER	\$356	MESSAGE BOARD (weekly rate)	\$595
SHUTTLE BUGGY	\$494	ARROW BOARD (weekly rate)	\$208
OIL DISTRIBUTOR TRUCK	\$100	WATER TOWER (monthly rate)	\$2,678
		GPS MACHINE CONTROLS (Each)	\$24

* 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.

EXHIBIT A-3 – REVISED LABOR AND EQUIPMENT RENTAL RATES
Effective January 1, 2024

- * 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.

WEEKLY/MONTHLY EQUIPMENT RATES

SIX FOOT (6') WATER BARRIER*: \$82 per week (Each)
 \$225 per month (Each)
 Delivery or Pickup: \$500 (Each)
 *Does not include installation or filling with water.

Rates Effective through: 12/31/2024