

Attachment A

**AMENDMENT NO. 7
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE CONSTRUCTION COMPANY**

THIS AMENDMENT NO. 7 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 not to exceed 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, the Agreement was amended by the Parties on November 27, 2024 (hereinafter, “Amendment No. 6”, including Exhibit A-4 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2025, and extend the term for one (1) additional year through December 31, 2025 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-4 of the Agreement require an update effective January 1, 2026 in accordance with Exhibit A-5 - Revised Labor and Equipment Rental Rates, which is attached and incorporated by this reference; and

WHEREAS, additional time and funding are 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, 2026, to extend the term for one (1) additional year to December 31, 2026, and to increase the amount by \$1,000,000 for a total amount not to exceed \$4,100,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 7.

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, A-2, A-3, A-4 and A-5, 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 \$4,100,000.

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, 2026, 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-5 - Revised Labor and Equipment Rental Rates", attached and incorporated by this reference, and effective January 1, 2026.

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

6.01 Prices 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 rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days 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 such invoice periodically or at the completion of services, but in any event, not later than thirty (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. The County 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 thirty (30) days of receiving the certified invoice.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.
5. 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, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The County of Monterey, its officers, officials, employees, agents, 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, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, 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.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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.

6. Amend Paragraph 10.0, "Records and Confidentiality", to add Section 10.06, "Format of Deliverables", as follows:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

7. In all places within the Agreement, any reference to “Exhibit A-4 – Revised Labor and Equipment Rental Rates”, effective January 1, 2025 is hereby replaced with “Exhibit A-5 – Revised Labor and Equipment Rental Rates”, effective January 1, 2026.
8. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
9. This Amendment No. 7 and all previous Amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
10. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

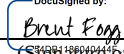
COUNTY OF MONTEREY
Chief Contracts and Procurement Officer

By: _____

Its: _____
 (Print Name and Title)

Date: _____

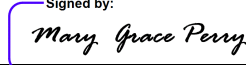
CONTRACTOR*
Granite Construction Company

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

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

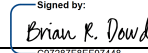
Date: 10/28/2025 | 8:09 PM PDT

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

By: _____
 76A18B9BA72D498...

Mary Grace Perry
 Deputy County Counsel

Date: 10/29/2025 | 12:45 PM PDT

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

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

Date: 10/28/2025 | 9:06 AM PDT

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By: _____
 E79EF64E57454F6...

Its: Patricia Ruiz Auditor Controller Analyst I
 (Print Name and Title)

Date: 10/29/2025 | 2:04 PM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Susan K. Blitch, 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 (California Corporations Code, §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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). 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 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.

EXHIBIT A-5 - REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2026

**Northern California****2026 LABOR AND EQUIPMENT RENTAL RATES****HOURLY LABOR RATES**

<u>CRAFT LABOR</u>	ST	OT	DT
OPERATOR FOREMAN	\$196	\$262	\$327
OPERATOR / GRADSETTER	\$184	\$244	\$304
LABOR FOREMAN	\$139	\$179	\$219
LABORER	\$130	\$165	\$201
CEMENT MASON FOREMAN	\$171	\$227	\$283
CEMENT MASON	\$147	\$191	\$234
CARPENTER FOREMAN	\$210	\$281	\$351
CARPENTER	\$188	\$247	\$307
TEAMSTER	\$142	\$182	\$222

HOURLY EQUIPMENT RATES

LOADER JD 210C 4X4/BOBCAT	\$67	ROLLER 1-3 TON	\$55
LOADER/BACKHOE JD 710	\$124	ROLLER 4-6 TON	\$146
EXCAVATOR CAT 330L	\$250	ROLLER 7-9 TON	\$166
EXCAVATOR CAT 345	\$289	ROLLER 10+ TON	\$156
EXCAVATOR CAT 365	\$488	RUBBER TIRE ROLLER (9-25 TON)	\$102
LOADER CAT 950	\$256	66" SINGLE DRUM ROLLER	\$166
LOADER CAT 966	\$293	84" SINGLE DRUM ROLLER	\$156
LOADER CAT 980	\$314	COMPACTOR CAT 815	\$231
DOZER/RIPPER CAT D6	\$165	COMPACTOR CAT 825	\$316
DOZER/RIPPER CAT D8	\$295	POWER KICK BROOMS	\$100
DOZER/RIPPER CAT D9	\$397	STREET SWEEPER/PICK UP BROOM	\$200
DOZER/RIPPER CAT D10	\$548	WATER TRUCKS (2000 GAL)	\$102
PUSH CAT D10	\$405	WATER TRUCKS (3600 GAL)	\$102
SCRAPER CAT 613	\$175		
SCRAPER CAT 615	\$223		
SCRAPER CAT 623	\$225	PICKUP	\$51
SCRAPER CAT 631	\$275	FLATRACK	\$113
MOTOR GRADER CAT 140H/143H	\$161	AIR COMPRESSORS	\$24
MOTOR GRADER CAT 14H/163H	\$205	TRAFFIC TRUCK (w/cones & signs)	\$60
MOTOR GRADER CAT 16H	\$275	ASPHALT PAVER FEEDER	\$135
ASPHALT PAVER	\$322	MESSAGE BOARD (weekly rate)	\$595
SHUTTLE BUGGY	\$585	ARROW BOARD (weekly rate)	\$208
OIL DISTRIBUTOR TRUCK	\$100	WATER TOWER (monthly rate)	\$2,678
		GPS MACHINE CONTROLS (Each)	\$24

EXHIBIT A-5 - REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2026

- * 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 Single 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.
- * 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 at the request of the owner will be charged by invoice amount plus 15%.
- * Any dump fees incurred will be charged by invoice plus a 15% markup.

Six Foot (6') Water Barrier: \$100 per week (EA)

\$260 per month (EA)

Delivery and Pickup \$500 (EA)

*Does not include installation or filling with water.

Rates Effective through 12/31/2026