



**SECTION 00 52 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS **AGREEMENT** is made as of the 24<sup>th</sup> day of June, 2025 between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as “Owner”) and GRANITE ROCK COMPANY. (referred to as “Contractor”) for the following Project:

The Project: **GSD 2025 Job Order Contract – A.2: “A” License (General Engineering)**

The Owner and the Contractor agree as set forth below.

**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

- 1.1** The Contract documents consist of this Agreement, the General Conditions and those documents enumerated in Sub-paragraph 1.1.1 of the General Conditions, which documents are incorporated into and made a part of this Agreement.

**ARTICLE 2**  
**THE WORK**

- 2.1** The Contract is a yet to be defined quantity contract for construction labor, material, equipment for construction work and related services to be performed within Solano County.
- 2.2** The Contractor shall perform all the Work of this Contract which will be set forth in the Detailed Scopes of Work for the Job Order Sum within the Job Order Completion Time.

**ARTICLE 3**  
**TIME OF COMMENCEMENT AND CONTRACT TERM**

- 3.1** The term of this Job Order Contract commences on the effective date of the Contract.
- 3.2** The term of this Job Order Contract is either for one year or when issued Job Orders totaling the Maximum Contract Value have been completed, whichever occurs first. All Job Orders must be issued, but not necessarily completed within one calendar year of the Notice to Proceed date of the Contract. County will not issue any new Job Orders after the expiration of this Agreement.
- 3.3** 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.

- 3.4 A separate Job Order Notice to Proceed will be issued for each Job Order. Each Job Order will specify a time limit for completion of the Detailed Scope of Work as stated on the Job Order Notice to Proceed.
- 3.5 Contractor shall achieve Job Order Completion Time (“substantial completion”) of the entire Work within the number of Days stated on the Job Order’s Notice to Proceed.
- 3.6 The Contractor agrees that the County will suffer economic damages, which may be difficult to quantify, in the event that the Work is not completed within this time period and therefore, Contractor agrees to pay the County liquidated damages in the amount outlined in Document 00 73 00/ Supplementary Conditions, Article 1.5, Liquidated Damages and the 00 74 00/ JOC Supplemental Conditions and Procedure for Ordering Work for each and every calendar day of delay beyond the **Job Order Completion Time**.

**ARTICLE 4**  
**CONTRACT SUM**

- 4.1 This Contract is a yet to be defined quantity contract for construction work and services with an Estimated Maximum Annual Contract Value that may be ordered under this contract is \$1,000,000, at the discretion of the County and if deemed to be in the public interest, the Maximum Contract Value of this contract may be increased.
- 4.2 The County shall pay the Contractor for the performance of the Work, subject to additions and deductions by Supplemental Job Order or as otherwise provided in the Contract Documents and the Detailed Scope of Work described in each Job Order, the unit prices set forth in the Construction Task Catalog® and the following Adjustment Factors:

	<b>Adjustment Factor Name</b>	<b>Adjustment Factor Bid</b>
1.	General Facilities, Normal Working Hours Adjustment Factor	1.1000
2.	General Facilities, Other Than Normal Working Hours Adjustment Factor	1.1000
3.	Secured Facilities, Normal Working Hours Adjustment Factor	1.1000
4.	Secured Facilities, Other Than Normal Working Hours Adjustment Factor	1.1000

**ARTICLE 5**  
**CONTRACT PAYMENTS**

- 5.1** Contractor agrees to perform any task in the Construction Task Catalog® for the pre-set unit price multiplied by the quantity, multiplied by one of the appropriate Adjustment Factors as awarded under this Contract, as stated in Article 4 above.
- 5.2** The Contractor will perform the Detailed Scope of Work for the Job Order Sum as calculated in accordance with the procedure for developing Job Orders set forth herein.
- 5.3** Based upon Applications for Payment submitted for each Job Order to the County by the Contractor and County Project Manager's acceptance for Final Payment processing, the County shall make progress payments on account of the Job Order Sum to the Contractor as provided in the Contract Documents as follows:
- 5.4** Progress Payments: The Contractor shall on or before the first day of each month, make an estimate of the work performed during the preceding month and submit same to the Project Manager for checking and approval. On or about the 20<sup>th</sup> day of the month following the month in which the work was performed, the County shall pay to the Contractor ninety-five (95%) percent of the value of said work in place, as checked and approved by the Project Manager. The balance of five (5%) percent of the estimate shall be retained by the County until the time of final acceptance of said work.
- 5.5** The remaining retention would be released 35 days after Notice of Completion is filed with the County's Recorder's Office on the Job Order.
- 5.6** Alternatively, any outstanding punch items not completed prior to filing of Notice of Completion, County will retain 125% of the value until work is completed and accepted by County.

**ARTICLE 6**  
**COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

- 6.1** The County's obligation under this Contract is subject to the availability of authorized funds such that Contractor is not guaranteed any contract values until Job Orders are executed by both parties. County agrees not to issue any Job Orders until the availability of authorized funds has been determined. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds for any supplemental Job Order. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part. Contractor shall be paid for work performed up to the date of termination unless Contractor is otherwise in default of this Contract.

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

- 7.1 Terms.** Terms used in this Agreement, which are defined in the Document 00 72 00/ General Conditions and 00 74 00/ JOC Supplemental Conditions and Procedure for Ordering Work of the Contract for Construction, shall have the meanings designated in those Conditions.
- 7.2 Notices.** Notices shall be addressed as follow:
- |  |   |
|--|---|
| <b>OWNER:</b><br><b>COUNTY OF SOLANO</b><br><b>Bill Emlen, County Administrator</b><br>675 Texas Street, Suite 2500<br>Fairfield, CA 94533 | <b>CONTRACTOR:</b><br><b>GRANITE ROCK COMPANY</b><br><b>Peter Lemon</b><br>5225 Hellyer Avenue, Suite 220<br>San Jose, CA 95138 |
|--|---|
- 7.3 Prevailing Wages.** The Contractor agrees that State Prevailing Wages apply to this Contract and that the Contractor will pay the rates for each trade or craft and shall require the subcontractors on the project to pay the rates for each trade and craft. The Contractor agrees to repay the County any and all amounts paid to any subcontractor in violation of Public Contract Code section 6109.
- 7.3.1** Upon request the Contractor will provide the Owner or project manager any records requested for payroll on this project within 48 hours including but not limited to: 1) Name, Address, Social Security Number and Ethnic Code of Employee or Employees, 2) Number of withholding exemptions, 3) Work classification, 4) Day, Date and Hours Worked, 5) Total Hours, 6) Rate of Pay, 7) Gross Pay, 8) Deductions, 9) Net Wages Paid.
- 7.4 Software Licensing**  
Solano County has selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's General Terms of Use and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.
- 7.5 Job Order Contracting System License**
- 7.5.1** The Gordian Group, through its agreement with the Solano County, grants to Contractor, and Contractor hereby accepts from The Gordian Group for the term of this Contract, a non-exclusive right, privilege, and license to utilize The Gordian Group's Job Order Contracting Solution™ and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing its responsibilities to Solano County under this Contract. The Contractor hereby agrees that The Gordian

Group's Proprietary Information shall include, but is not limited to, the JOC Solution software and documentation, the Construction Task Catalog®, the Technical Specifications, Training Manuals, additional training materials, and other proprietary materials provided to the Contractor by Solano County or The Gordian Group. In the event that this Contract expires or terminates as provided herein, this JOC Solution™ shall terminate, and the Contractor shall return all Proprietary Information in its possession to The Gordian Group.

**7.5.2** The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to The Gordian Group for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of The Gordian Group. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of The Gordian Group in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor, subject to federal, state, and local laws related to public records disclosure.

**7.5.3** In the event of a conflict in terms and conditions between this JOC Solution™ and any other terms and conditions of this Contract or any purchase order or similar purchasing document issued by Solano County, this JOC Solution™ shall take precedence.

**7.6** Execution of Contract in Counterparts. This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

{Signatures on Following Page}

**ARTICLE 8  
EXECUTION OF AGREEMENT**

The parties have executed this Agreement as of the day and year first above written.

OWNER,  
COUNTY OF SOLANO:

By:   
William Emlen (Jul 2, 2025 17:13 PDT)  
Bill Emlen, County Administrator

CONTRACTOR,  
GRANITE ROCK COMPANY:

By: *Peter Lemon*  
Peter Lemon, President & CEO

APPROVED AS TO FORM:

County Counsel of Solano County, California

By: *David J. Gallegos, Deputy*  
David J. Gallegos, Deputy (Jun 17, 2025 08:37 PDT)

NOTE: If the Contractor is a corporation, attach to this Contract a certified copy of the by-laws, resolutions, or excerpts of a meeting of the Board of Directors of the Corporation authorizing the person executing this Agreement to do so for the Corporation



# A.2- Granite Rock Contract

Final Audit Report

2025-06-12

Created:	2025-06-12
By:	Linda Graves (LDGraves@solanocounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAc_GiNKu_LZBAjjKhs4v7QpM9nL7_4cWs

## "A.2- Granite Rock Contract" History

-  Document created by Linda Graves (LDGraves@solanocounty.gov)  
2025-06-12 - 5:25:09 PM GMT
-  Document emailed to Peter Lemon (plemon@graniterock.com) for signature  
2025-06-12 - 5:25:50 PM GMT
-  Email viewed by Peter Lemon (plemon@graniterock.com)  
2025-06-12 - 6:54:00 PM GMT
-  Document e-signed by Peter Lemon (plemon@graniterock.com)  
Signature Date: 2025-06-12 - 6:57:10 PM GMT - Time Source: server
-  Agreement completed.  
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