

AMENDMENT No. 2
TO
CMAR AGREEMENT BETWEEN COUNTY OF SONOMA
AND
GRANITE CONSTRUCTION COMPANY, INC
(AIRLINE APRON PHASE 2)

This Amendment No. 2 to the CMAR Agreement (as defined below) (“**Amendment**”) is made and entered into effective _____ between **County of Sonoma** (“**County**”) and **Granite Construction Company, Inc** (“**Contractor**”). The County and Contractor may be referred to individually as a “Party,” or collectively as the “Parties.”

- I. **WHEREAS**, after a competitive solicitation process pursuant to Public Contract Code section 20146, the County and Contractor entered into a construction manager at-risk (“**CMAR**”) agreement dated **September 18, 2023** (“**CMAR Agreement**”) for the Charles M. Schulz Sonoma County Airport Apron C Pavement Reconstruction CMAR(“**Project**”); and
- II. **WHEREAS**, at the time the Parties executed the CMAR Agreement, the Contractor was only required to perform Preconstruction Services and to procure subcontractors prior to the Parties finalizing a Guaranteed Project Cost for the Project, and, as a result, the CMAR Agreement contained placeholder provisions for Liquidated Damages, exhibits, and other documents, which were to be finalized and agreed to by the Parties at the conclusion of Preconstruction Services; and
- III. **WHEREAS**, the Contractor completed Preconstruction Services and the Parties agreed upon a Guaranteed Project Cost for Phase 1A of Project, which work is ongoing and nearing completion; and
- IV. **WHEREAS**, the Parties have agreed upon a Guaranteed Project Cost for Phase 2 of the Project, and it is now the desire and intention of the Parties to amend the CMAR Agreement as indicated in this Amendment No. 2 to include the finalized Guaranteed Project Cost for Project Phase 2 and to amend other provisions of the CMAR Agreement.

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

A. **REPLACE** Document 00 01 15 of the CMAR Agreement (“**List of Drawings, Specifications, Tables and Schedules**”) with the Amended Document 00 01 15 attached hereto as **Attachment 1**.

B. **REPLACE** Section 6 of Document 00 52 13 of the CMAR Agreement (“**Agreement**”) with the following:

6. **Liquidated Damages**: Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that County will sustain in the event of and by reason of Contractor's delay; therefore, pursuant to Government Code section 53069.85 and Public Contract Code section 7203, Contractor shall forfeit and pay to County the following sum(s) as liquidated damages (“**Liquidated Damages**”):

- **Daily Milestone No. 1:** Two Thousand dollars for the first thirty minutes not achieving reopening for operations to occur for airport and airline. This amount of liquidated damaged is **TWO THOUSAND DOLLARS (\$2,000)**.
 - **Daily Milestone No. 2:** Five Thousand dollars for each thirty minutes after milestone 1. This amount of liquidated damages is **FIVE THOUSAND DOLLARS (\$5,000)** per each additional thirty minutes after milestone 1 is not achieved.
 - **Project Completion:** Three Thousand dollars per day. This amount **THREE THOUSAND DOLLARS (\$3,000)** is for each day's delay beyond the Contract Time to complete all the Work. Time is described per the schedule as set forth in Attachments D-1 and D-2 to Exhibit D.
- a. The above liquidated damages have been calculated as final for Phase 1A and Phase 2 of the project. Liquidated damages may be recalculated or modified as may relate to future phases or additive change orders.
 - b. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if Contractor is late in completing two milestones and the entire Project, Contractor will forfeit and pay three separate Liquidated Damages amounts. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. County may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to County, and County right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions. Liquidated Damages are automatically and without notice of any kind forfeited and payable by Contractor upon the accrual of each day of delay. Neither County's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor County's failure or delay in notifying Contractor of the forfeiture and payment of Liquidated Damages, shall be deemed a waiver of County's right to Liquidated Damages and/or the County's right to withhold Liquidated Damages from any amounts that would otherwise be payable to the Contractor.
 - d. Contractor and Surety shall be liable for and pay to County the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by County.
 - e. Liquidated Damages shall be in addition, and not in lieu of, County's right to charge Contractor for the County's cost of completing or correcting items of the Work.

C. REPLACE Section 2 of Exhibit A to Agreement with the following:

Scope of Contractor's Construction Services. Contractor, as the County's development consultant and authorized representative as contemplated by Business and Professions Code 7040, agrees to perform the services described herein.

Contractor shall perform management and coordination services, including but not limited to the following ("Construction Services"):

Contractor shall complete Phase 1A of the Charles M Schulz – Sonoma County Airport Terminal Apron Reconstruction Project. Phase 1A includes demolition and preparation work for the future construction phases, and improvements to the underground storm drain infrastructure that will serve the future apron

pavement. The demolition work will primarily focus on the area north of the existing parking position 1 and will feature removal of existing asphalt and concrete pavements, tie-down anchors, Security Identification Display Area (SIDA) fence, and underground storm drain infrastructure. As part of Phase 1A, the existing earthen berm between Apron A and the ground support equipment (GSE) staging areas will be removed to prepare the area for construction of the new apron pavement. Improvements to the underground storm drain infrastructure will consist of the installation of catch basins and pipes to collect and convey surface runoff, and installation of an underground filtration and detention system including an oil water separator, bio filtration vault, and an underground detention chamber.

Contractor shall complete Phase 2 of the Charles M Schulz – Sonoma County Airport Terminal Apron Reconstruction Project includes the new and reconstructed pavement sections for future airline parking spots 5 & 6, as well as the installation of electrical infrastructure for Ground Power Units (GPU), Ground Service Equipment (GSE), and apron lighting, and installation of a new Security Identification Display Area (SIDA) fence. Construction of the pavement sections will include lime-treatment of the existing subgrade, placement of aggregate base, paving a stabilized base layer of asphalt, and constructing a final surface layer of either asphalt pavement or concrete pavement. Upon completion of pavement sections, new markings will be applied for the airline parking spots, passenger walkway, SIDA boundary, and vehicle service road. Phase 2 will include transitional grading and paving to join the existing apron until Phase 3 can be constructed.

As indicated in Section 1.4 of the RFQ/P, due to FAA funding limitations, the Project will be phased over a two-year period. Contractor shall complete Phase 2, the Contractor’s scope and budget for which account for a multi-phase Project.

Sections 2.1- 2.9 ending in subsection 2.9.4 are unmodified

D. REPLACE Section 3 of Exhibit B to Agreement with the following:

Guaranteed Maximum Price (or Guaranteed Project Cost). Contractor will cause Phase 1A of the Project, as described in Exhibit A hereto to be constructed for a **guaranteed maximum price (“Guaranteed Project Cost” or “GPC” or “Guaranteed Maximum Price” or “GMP” or “Contract Price”) of Three Million Nine Hundred Ninety Three Thousand Two Hundred Ninety Seven Dollars (\$3,993,297.00).** Contractor will cause Phase 2 of the Project, as described in Exhibit A hereto to be construct for a **Guaranteed Maximum Price of Six Million Three Hundred Eighteen Thousand Five Hundred Twenty Dollars (\$6,318,520.00).** Except as indicated herein for modifications to the Project approved by the County, Contractor will not seek additional compensation from County in excess of GMP. County shall pay the GMP to Contractor as provided in the Contract Documents. The GMP includes the following components and as further detailed herein:

Section 3.1- ending in subsection 3.1.6 is unmodified

E. REPLACE the Section entitled “Construction Schedule” on Exhibit C to Agreement with the following:

Construction Schedule. The Construction Schedules shall be as set forth in Attachments C and C-2 hereto. In addition to Phase 2 work, the Contractor shall develop a schedule for construction of the third phase of work to be implemented.

F. ADD to Exhibit C as Attachment C-2 the document attached to this Amendment as Attachment 2.

- G. **REPLACE** the text of Exhibit D to Agreement with the following text, and attach to Exhibit D as Attachment D-2 the document attached hereto as Attachment 3 to this Amendment:

SCHEDULE OF VALUES

Attachment D-1 hereto shall be the Schedule of Values that complies with the requirements of the General Conditions, for all work to be completed as Phase 1A and as part of the Guaranteed Maximum Price for Phase 1A. Attachment D-2 hereto shall be the Schedule of Values that complies with the requirements of the General Conditions, for all work to be completed as Phase 2 and as part of the Guaranteed Maximum Price with unit agreed values for Phase 2. Contractor shall adhere to any of the agreed unit values identified in the contract.

~~GRADING PERMITS~~

- H. **Board Approval.** The Parties acknowledge that this Amendment No. 2 is subject to approval or ratification by the County Board of Supervisors ("**Board**"). In the event that the Board rejects this Amendment No. 2, none of the Parties shall be deemed to have waived any rights with respect to the CMAR Agreement.
- I. **No Other Changes.** All other provisions of the CMAR Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment No. 2 and any provision of CMAR Agreement, the provisions of this Amendment No. 2 shall control.
- J. **Integration Clause.** This Amendment No. 2, including any attachment, exhibits or items incorporated by reference into this Amendment No. 2, which shall include the CMAR Agreement, as amended hereby, is considered a completely integrated agreement, supersedes all previous contracts of any kind, oral or written, and constitutes the entire understanding and agreement of the Parties hereto. No extrinsic evidence of any kind or character may be admitted to vary or supplement the terms of this completely integrated agreement, unless evidenced by an amendment to the CMAR Agreement superseding this Amendment No. 2. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Contractor specifically acknowledges that in entering this Amendment No. 2, Contractor relies solely upon the provisions contained in this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below:

CONTRACTOR: GRANITE CONSTRUCTION

COUNTY: COUNTY OF SONOMA

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Johannes Hoevertsz

Director, Sonoma Public Infrastructure

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____

Department Head/Airport Division Manager

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

County Counsel

Date: _____

ATTACHMENT 1 TO AMENDMENT

The STS Apron C – Phase 2 project represents the next phase of airside infrastructure improvements necessary to support continued aircraft operations, safety, and capacity at the Sonoma County Airport. Phase 2 includes demolition of existing pavements, subgrade improvements, construction of new FAA-compliant apron pavement, associated electrical and lighting systems, and required safety, security, and environmental controls to perform work within an active airport environment.

Construction will be executed under strict airfield safety, security, and operational constraints, including SIDA compliance, continuous FOD control, escort requirements, and coordination with ongoing airport operations. These requirements significantly influence both means and methods and are reflected in the project cost.

The scope includes extensive earthwork and pavement construction, consisting of excavation and off-haul, lime-treated subgrade, geogrid reinforcement, aggregate base, asphalt paving, and Portland Cement Concrete (PCC) pavement designed to meet FAA loading criteria. Pavement work is supported by permanent pavement markings in accordance with FAA standards.

Phase 2 also includes critical airfield electrical infrastructure, including new duct banks, conduit, wiring, pull boxes, electrical panels, apron lighting systems, GPU racks, and access control improvements. These systems are required to support safe apron operations and future aircraft servicing.

Environmental compliance is addressed through preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP), ensuring regulatory compliance throughout construction. Quality assurance and control are provided through a comprehensive Contractor Quality Control (CQC) Program, including testing and verification of materials and installation.

The project cost also includes mobilization and project staffing, encompassing project management, field supervision, quality control, safety oversight, and equipment mobilization necessary to deliver the work in compliance with County, FAA, and airport operational requirements.

The total Phase 2 construction cost is \$6,318,520, inclusive of all labor, materials, equipment, subcontracted work, compliance activities, and operational constraints associated with construction in an active airport environment.

This investment delivers durable, FAA-compliant apron infrastructure that enhances operational efficiency, safety, and long-term service life while supporting the Airport's ongoing development objectives.

DOCUMENT 00 01 15

LIST OF DRAWINGS, TABLES AND SCHEDULES

DRAWINGS

Exhibits illustrating Project elements are attached to this document. These elements are subject to change as the design is finalized, upon agreement of the Parties hereto.

The following plan sheets are included in the Contract documents.

G-001 Cover Sheet
G-002 Sheet Index
G-003 Legend and Abbreviations
G-021 Project Layout
G-041 Survey Control Plan
G-051 Disposal Area Plan
G-080 Construction Safety and Phasing Plan - Haul Routes
G-081 Construction Safety and Phasing Plan - Phase 1A
G-082 Construction Safety and Phasing Plan - Phase 2
G-083 Construction Safety and Phasing Plan - Phase 3
G-084 Construction Safety and Phasing Plan - Phase 4
G-085 Terminal Apron Layout After Phase 2
G-086 Terminal Apron Layout after Phase 3
G-090 Construction Safety and Phasing Plan Detail and Notes
B-051 Plan and Log of Soil Borings
C-021 Erosion Control Plan
C-031 Erosion Control Details
C-041 Existing Utilities
C-051 Demolition Plan
C-052 Demolition Plan
C-061 Demolition Details
C-081 Geometrics Plan
C-101 Proposed Contours Plan
C-201 Grading and Paving Plan
C-202 Grading and Paving Plan
C-241 Jointing Plan
C-301 Typical Sections
C-311 Paving Details
C-341 PCC Jointing Details
C-440 Storm Drain Overall
C-441 Storm Drains A and B
C-442 Storm Drains C and D
C-443 Storm Drain E
C-451 Storm Drain Details
C-452 Storm Drain Details
C-453 Storm Drain Details
C-601 Fencing Plan
C-651 Final Pavement Marking Plan
C-671 Pavement Marking Details
C-672 Pavement Marking Details
C-901 Cross Sections
E-101 Electrical Removals Plan
E-102 Electrical Removals Plan
E-201 Electrical Layout Plan

E-202 Electrical Layout Plan
E-501 One Line Diagram
E-502 Panel Schedule
E-503 Panel Schedule
E-601 Electrical Details
E-602 Electrical Details
E-603 Electrical Details

ATTACHMENT 2 TO AMEDMENT

A4160 Funding Phase 2 NTP / Construction Start	17-Mar-26	17-Mar-26
A3960 Mobilization	19-Mar-26	19-Mar-26
A3970 Pedestrian Handling and Workzone / SIDA Fencing	20-Mar-26	23-Mar-26
A4010 Spot 1 Striping Relocation	24-Mar-26	25-Mar-26
A3980 Implement SWPPP	26-Mar-26	26-Mar-26
A3990 AC Demo	27-Mar-26	30-Mar-26
A4000 Temporary Electrical Modifications	31-Mar-26	02-Apr-26
A4020 Unclassified Excavation	31-Mar-26	09-Apr-26
A4030 Subgrade Preparation 2	10-Apr-26	13-Apr-26
A4050 In-Place Drying of Subgrade	14-Apr-26	16-Apr-26
A4040 Lime Treated Subgrade	17-Apr-26	21-Apr-26
A4060 Unsuitable Material Excavation	22-Apr-26	28-Apr-26
A4070 MultiAxial Geogrid Installation	22-Apr-26	28-Apr-26
A4080 Recycled Base Placement	22-Apr-26	24-Apr-26
A4090 Crushed Aggregate Base P-209	27-Apr-26	06-May-26
A4100 Asphalt Base Course P-403	07-May-26	13-May-26
A4110 Place PCC Pavement P-501	14-May-26	10-Jun-26
A4120 Prepare & Install Joint Seal	11-Jun-26	24-Jun-26
A4130 Canopy Foundation Construction	11-Jun-26	17-Jun-26
A4150 Electrical Modifications	18-Jun-26	08-Jul-26
A4170 Asphalt Surface Course P-4015	18-Jun-26	24-Jun-26
A4140 New Spot 1 & 2 Striping	25-Jun-26	01-Jul-26
A4180 Engineer / Owner / CM Punchlist	06-Jul-26	07-Jul-26
A4190 Final Acceptance (Milestone)	09-Jul-26	09-Jul-26

COUNTY OF SONOMA

CHARLES M. SCHULZ - SONOMA COUNTY AIRPORT TERMINAL APRON
PAVEMENT RECONSTRUCTION PROJECT

ATTACHMENT 3 TO AMENDMENT

1. Airfield Safety, Security & Operations

Includes all safety, access, and operational controls required to perform work within an active airfield environment.

- Airfield safety & traffic control
- SIDA compliance, fingerprinting, and required training
- Gatekeepers and haul escorts
- Temporary barricades, lighting, and fencing
- Daily sweeping and FOD control

Owner Cost: \$409,000

2. Surveying, Layout & Quality Control

Includes all professional services required to ensure work is installed per plans and FAA standards.

- Construction staking and layout
- Contractor Quality Control (CQC) program
- QC plans, mix design verification, and field testing

Owner Cost: \$197,000

3. Environmental Compliance (SWPPP)

Stormwater compliance for construction activities.

- Preparation of SWPPP
- Implementation, inspections, and maintenance

Owner Cost: \$31,950

4. Mobilization & Project Staffing

Covers startup, staffing, and support necessary to manage and deliver Phase 2.

- Project management and field supervision
- QC and safety management
- Equipment mobilization and demobilization
- Subcontractor coordination and site setup

Owner Cost: \$631,800

5. Demolition & Site Preparation

Removal of existing pavements, utilities, and site features in preparation for new construction.

- Asphalt and concrete pavement removal
 - Cold milling and sawcutting
 - Removal of contaminated or unsuitable materials
 - Electrical and GSE removals
 - Miscellaneous demolition
-

6. Earthwork & Subgrade Improvements

Preparation of subgrade to meet FAA pavement requirements.

- Excavation and off-haul
 - Subgrade preparation and drying
 - Lime-treated subgrade
 - Geogrid installation
 - Aggregate base placement
-

7. Pavement Construction

Construction of new apron pavement sections.

- **Crushed aggregate base (P-209)**
 - **Asphalt base and surface courses**
 - **PCC pavement (standard and reinforced sections)**
 - **Tack coat applications**
-

8. Pavement Markings

Permanent airfield pavement markings per FAA standards.

- **Yellow, white, red, and black markings**
 - **Initial and reflective applications**
-

9. Electrical & Airfield Infrastructure

New and modified electrical systems supporting apron operations.

- **Electrical duct banks (CLSM)**
 - **Conduit and wiring installation**
 - **Pull boxes, junction cans, and panels**
 - **Apron lighting systems**
 - **GPU racks and foundations**
 - **Manual SIDA gate**
-

TOTAL PHASE 2 CONSTRUCTION COST

- **\$6,318,520**