

BC 20-258

COPY

SANTA BARBARA COUNTY FLOOD CONTROL DISTRICT AGREEMENT FOR:

COUNTY PROJECT NO. SC8042

Auditor-Controller Contract No. BC 20-258

THIS AGREEMENT, herein called Agreement, is made by and between the Santa Barbara County Flood Control and Water Conservation District, a political subdivision of the State of California, herein called District, and Granite Construction Company, herein referred to as Contractor, for the completion of the work identified herein, on the following terms, conditions, and provisions:

1. CONTRACT

This Agreement includes and incorporates by reference all Contract Documents.

The Contract is comprised of all documents distributed to bidders as part of the Bid Package, including, but not limited to:

1. Notice to Bidders and Special Provisions
2. Project Plans
3. State of California, Department of Transportation 2018 Standard Specifications as modified by Flood Control District Provisions
4. State of California, Department of Transportation 2018 Standard Plans
5. State of California, Department of Transportation 2018 Revised Standard Specifications
6. County of Santa Barbara, Department of Public Works, Standard Details dated September 2011
7. Santa Barbara County Code
8. Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
9. The Bid Book/Proposal executed and submitted by the Contractor
10. Notice to Bidders
11. The Faithful Performance and Payment Bonds, and
12. Any Addenda or Change Orders

The Contractor acknowledges receipt of all such documents as were not already in the Contractor's possession. Said incorporated documents are referred to herein as the "Contract" or "Contract Documents".

Copies of all said documents are on file in the District's Santa Barbara office and have been and will be made available to the Contractor during the term of this Agreement.

The Special Provisions for the work to be done are entitled:

**SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERAVATION DISTRICT;
NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR
Lower Mission Creek Flood Control Project Reach 2B, Phase 2, and Reach 3**

The project plans for the work to be done are entitled:

**SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
Lower Mission Creek Flood Control Project Reach 2B, Phase 2, and Reach 3**

2. WORK

Contractor agrees, at his own proper cost and expense, to do all the work and furnish all equipment and materials, except such as mentioned in the specifications to be furnished by the District, necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of Public Works of said DISTRICT, all in strict accordance with the Plans and the Contract Documents provided.

3. TERM

The Contractor shall complete work in 220 working days and in accordance with 8-1.04B.

4. PAYMENTS NOT ACCEPTANCE

No certificate given or payments made under this Contract shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon Contractor. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. Contractor's acceptance of payment for final quantities due under this Contract and the payment of undisputed contract amounts due for any work in accordance with any amendments of this Contract, shall release the District from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof related to those amounts. In addition to guarantees required elsewhere, Contractor shall and does hereby guarantee all workmanship and material to be free of defects for a period of one year from and after the recordation of the Notice of Completion by the District, and Contractor shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the Engineer, is or becomes defective during the period of said guarantee without expense whatsoever to the District.

5. PAYMENT

As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the Contractor for satisfactory completion of all requirements of the Contractor under this Agreement is and shall be \$5,231,671.00 to be paid as provided in the Contract Documents.

The Engineer is authorized to order the performance of supplemental work itemized in the bid item list, to be paid as provided in the Contract Documents. In no event shall the District be liable for the cost of any supplemental work unless approved in advance and in writing by the Engineer.

The Engineer is authorized to order, as change order work, changes and additions to the work being performed under this contract in an amount not to exceed \$210,000.00 (Contingency) in accordance with California Public Contract Code Sections 20142 and 20395, as applicable, to be paid as provided in the Contract Documents.

6. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to District, in writing, any potential conflict of interest. District retains the right to waive a conflict of interest disclosed by Contractor if District determines it to be immaterial, and such waiver is only effective if provided by District to Contractor in writing.

7. NO PUBLICITY OR ENDORSEMENT

Contractor shall not use District's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use District's name or logo in any manner that would give the appearance that the District is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of District. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the District or its projects, without obtaining the prior written approval of District.

8. DISTRICT PROPERTY AND INFORMATION

All of District's property, documents, and information provided for Contractor's use in connection with the services shall remain District's property, and Contractor shall return any such items whenever requested by District and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any District property, documents, or information without District's prior written consent.

9. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. District shall have the right to audit and review all such documents and records at any time

during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by District or the State, at no charge to District.

If federal, state, or District audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or District governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from District, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to District as specified by District in the notification.

10. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. ENTIRE AGREEMENT AND CHANGE ORDERS

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

12. COMPLIANCE WITH LAW

Contractor shall, at its sole cost and expense, comply with all County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether District is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and District.

13. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County, if in state court, or in the federal district court nearest to the County, if in federal court.

14. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

15. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

16. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

17. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in Section 1, contract documents herein, these numbered sections shall prevail.

CONTRACTOR SIGNATURE PAGE

Agreement for services and work to be performed by CONTRACTOR between the DISTRICT and CONTRACTOR.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by DISTRICT.

CONTRACTOR:


Granite Construction Company

5335 Debbie Lane

Santa Barbara, CA 93111

License No. 89

Business Type: Corporation

By:  Kenneth B. Olson, Vice President Date: 02/22/21
Authorized Representative



DISTRICT SIGNATURE PAGE

Agreement for services and work to be performed by CONTRACTOR between the DISTRICT and CONTRACTOR.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by DISTRICT.

ATTEST:
MONA MIYASATO
 COUNTY EXECUTIVE OFFICER
 EX OFFICIO CLERK OF BOARD OF
 DIRECTORS OF THE SANTA BARBARA
 COUNTY FLOOD CONTROL & WATER
 CONSERVATION DISTRICT

**SANTA BARBARA COUNTY FLOOD CONTROL
 & WATER CONSERVATION DISTRICT**

By: 
 Deputy Clerk

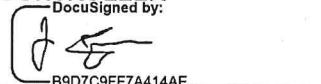
By: 
 BOB NELSON, CHAIR
 BOARD OF DIRECTORS

Date: 3/16/2021

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
 COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
 AUDITOR-CONTROLLER

By: 
DocuSigned by:
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 Deputy County Counsel

By: 
DocuSigned by:
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 Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
 RISK MANAGER

APPROVED AS TO FORM:
SCOTT D. MCGOLPIN
 PUBLIC WORKS DIRECTOR

By: 
DocuSigned by:
D3DB8626E16F47F...
 Risk Manager

By: 
DocuSigned by:
1D8104A97F1C4E8...
 Public Works Director

Fiscal Responsibility _____

Department	Division	Subdivision	Program	Organization Unit	Fund	Account	Area
054	04		3005		2610	8400	

BID ITEM LIST

Item No.	F ¹	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1		051260A	Construction Survey	LS	1	\$40,000	\$40,000
2		080050	Progress Schedule (Critical Path Method)	LS	1	\$1,500	\$1,500
3		120090	Construction Area Signs	LS	1	\$3,000	\$3,000
4		120100	Traffic Control System	LS	1	\$50,000	\$50,000
5		130100	Job Site Management	LS	1	\$10,000	\$10,000
6		130300	Prepare Storm Water Pollution Prevention Plan	LS	1	\$2,500	\$2,500
7		130310	Rain Event Action Plan	EA	10	\$500.00	\$5,000
8		130320	Storm Water Sampling and Analysis Day	EA	8	\$1,200.00	\$9,600
9		130330	Storm Water Annual Report	EA	2	\$2,000.00	\$4,000
10		130610A	Temporary Clear Water Diversion Pipe	LS	1	\$165,000	\$165,000
11		13300A	Contaminated Water Disposal	LS	1	\$95,000	\$95,000
12		14900A	Contaminated Soil Disposal	TON	1,050	\$135	\$141,750
13		150600A	Structure Removals	LS	1	\$80,000	\$80,000
14		150900A	Remove Gutierrez St. Bridge Sheet Piling and concrete (Reach 3)	LS	1	\$50,000	\$50,000
15		152400A	Site Restoration – 101 W. Gutierrez St. (Reach 3)	LS	1	\$3,000	\$3,000
16		152400A	Site Restoration – 123 W. Gutierrez St. (Reach 3)	LS	1	\$5,000	\$5,000
17		152400A	Site Restoration – 325 Chapala St. (Reach 3)	LS	1	\$15,000	\$15,000
18		160102	Clearing and Grubbing	LS	1	\$35,000	\$35,000
19	F	190102A	Unclassified Excavation (Reach 2B-2)	CY	10,600	\$50	\$530,000
20	F	190151	Channel Excavation (Reach 3)	CY	2,800	\$50	\$140,000
21	F	193002A	Unclassified Fill (Reach 2B-2)	CY	980	\$15	\$14,700
22		192001A	Additional Subgrade Overexcavation	CY	20	\$175	\$3,500
23	F	193013A	Structure Backfill	CY	630	\$35	\$22,050
24		204035A	Plant (Areas A, B, C, & D) (NPR)	LS	1	\$5,000	\$5,000
25		206300A	Irrigation System (NPR)	LS	1	\$5,000	\$5,000
26		206920	Battery Powered Irrigation Controller (NPR)	EA	1	\$2,500	\$2,500
27		208301	Irrigation Controller Enclosure Cabinet (NPR)	EA	1	\$25,000	\$25,000

¹ "F" denotes Final Pay Item

Item No.	F ¹	Item Code	Description	Unit	Quantity	Unit Price	Item Total
28		260203	Class II Aggregate Base	CY	420	\$65	\$27,300
29		390136	Minor Hot Mix Asphalt	TON	825	\$130	\$107,250
30		431410A	Permeable Pavers (Reach 3)	SF	1,000	\$30	\$30,000
31		480600A	Temporary Shoring and Fill (All Locations)	LS	1	\$200,000	\$200,000
32	F	490600A	24-Inch Drilled Unreinforced (Primary) Concrete Pile (Reach 3)	VLF	2,950	\$140	\$413,000
33	F	490600B	24-Inch Drilled Reinforced (Secondary) Concrete Pile (Reach 3)	VLF	3,050	\$260	\$793,000
34	F	510050	Structure Concrete (Reach 2B-2)	CY	844	\$785	\$662,540
35	F	510050A	Structure Concrete (Wall and Sandstone Cap) (Reach 3)	CY	360	\$775	\$279,000
36		510050B	24-Inch x 24-Inch Reinforced Concrete Bond Beam (Reach 3)	LF	200	\$150	\$30,000
37		510502A	Minor Concrete (Drainage Inlet-CA Std Detail D73) (Reach 3)	EA	2	\$7,500	\$15,000
38	F	520101	Bar Reinforcing Steel (Reach 2B-2)	LB	129,393	\$2.00	\$258,786
39	F	520103	Bar Reinforcing Steel (Wall and Sandstone Cap) (Reach 3)	LB	8,200	\$1.40	\$11,480
40		641100A	8-Inch Plastic Pipe (Reach 3)	LF	27	\$100	\$2,700
41		680400A	Subdrain System (Reach 2B-2)	LF	311	\$60	\$18,660
42	F	680400B	Subdrain System – Filter Material "A" (Reach 2B-2)	CY	1,530	\$75	\$114,750
43		705508A	8-Inch Flap Gate (Reach 3)	EA	2	\$6,500	\$13,000
44		705509A	12-Inch Flap Gate (Reach 2B-2)	EA	1	\$7,000	\$7,000
45		705527A	36-Inch Flap Gate (Reach 2B-2)	EA	1	\$15,000	\$15,000
46	F	720118	Rock Slope Protection (2 T, Method A) (Reach 3)	CY	70	\$150	\$10,500
47	F	720119	Rock Slope Protection (1 T, Method A) (Reach 3)	CY	200	\$170	\$34,000
48	F	721013	Rock Slope Protection (1/4 T, Method B) (Reach 3)	CY	470	\$115	\$54,050
49		721110A	Maintenance Access Road (Reach 3)	LS	1	\$5,000	\$5,000
50		730010	Minor Concrete (Curb-CA Std Detail A87A) (Reach 3)	LF	24	\$50	\$1,200
51	F	750039A	Debris Rack (Reach 2B-2)	LB	24,650	\$5.00	\$123,250
52		770080A	Water Service Connection (NPR)	LS	1	\$12,000	\$12,000

Item No.	F ¹	Item Code	Description	Unit	Quantity	Unit Price	Item Total
53		800361A	Chain Link Fence (Type CL6, 1" Mesh, Vinyl Clad) (Reach 2B-2)	LF	125	\$150	\$18,750
54		800361B	Chain Link Fence (Type CL6, Vinyl Clad, View Screening Slats) (Reach 3)	LF	20	\$220	\$4,400
55		802620A	Chain Link Gate (16', 1" Mesh, Vinyl Clad) (Reach 2B-2)	EA	4	\$4,900	\$19,600
56		803300A	Trash Enclosure (CLF Type CL6, Vinyl Clad, View Screening Slats) (Reach 2B-2)	LS	1	\$9,200	\$9,200
57		833033	Chain Link Railing (Type 7, Vinyl Clad) (Reach 2B-2)	LF	290	\$270	\$78,300
58		833100A	Ornamental Railing (Reach 3)	LF	200	\$255	\$51,000
59		999990	Mobilization	LS	1	\$316,355	\$316,355
CONTRACTOR'S BID ITEMS SUBTOTAL							\$5,199,171.00
60			Supplemental Work (Utility Relocations)	LS	1	\$5,000.00	\$5,000.00
61			Supplemental Work (Temporary TCE Parking Improvements)	LS	1	\$10,000.00	\$10,000.00
62			Supplemental Work (Additional Traffic Control)	LS	1	\$2,500.00	\$2,500.00
63			Supplemental Work (Additional Water Pollution Control)	LS	1	\$5,000.00	\$5,000.00
64			Supplemental Work (Cost Share for Treated Groundwater Discharge to City Sanitary Sewer System)	LS	1	\$10,000.00	\$10,000.00
SUPPLEMENTAL WORK BID ITEMS SUBTOTAL							\$32,500.00
TOTAL BID							\$5,231,671.00

"F" denotes Final Pay Item

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for insurance of subcontractors as specified for this project have been met.

Granite Construction Company
FIRM NAME


BY

Kenneth B. Olson, Vice President
Title

02/22/21
Date



CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Granite Construction Company
FIRM NAME


BY

Kenneth B. Olson, Vice President
Title

02/22/21
Date



Submit completed form with your Agreement, Bonds, and Certificates of Insurance.

Premium Included In Performance Bond

Bond No's:
Travelers: 107355718
Federal: K40229693
CNA: 30101805

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the Santa Barbara Flood Control and Water Conservation District of the State of California (hereinafter referred to as the District) and Granite Construction Company (hereinafter referred to as Principal) have by written agreement dated _____, entered into a Contract identified as:

Project Title: Lower Mission Creek Flood Control Project Reach 2B, Phase 2, and Reach 3
County Project No. SC8042

(Hereinafter referred to as the Contract) and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, the principal is required to file with the District a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and Travelers Casualty and Surety Company of America*

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the District in the amount of \$5,231,671.00 for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. The payment bond must also contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 9100 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.


And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Specifications.

PAYMENT BOND

In the event suit is brought upon this Bond by District and judgment is recovered, Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability, or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Granite Construction Company
Principal


BY: Kenneth B. Olson, Vice President

02/22/2021
DATED:



Travelers Casualty and Surety Company of America*
Surety


Signature of Attorney-in-fact

1 Tower Square
Address

Hartford, CT 06183**
City, State, Zip

Surety's Agent for Service of Process (located within the State of California):

Alliant Insurance Services, Inc.
Name of Agent

100 Pine Street, 11th Floor
Address

San Francisco, CA 94111
City, State, Zip

N/a
Fax Number

*Federal Insurance Company
The Continental Insurance Company
Jointly and Severally Liable
**Whitehouse Station, NJ, Chicago, IL,
respectively

NOTE: Signature of those executing for Surety must be properly acknowledged.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

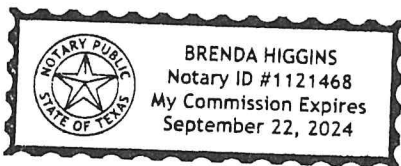
State of Texas)
) ss
County of Dallas)

On Feb 22, 2021, before me, Brenda Higgins, Notary Public, personally appeared Jessica Rosser, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



Signature: Brenda Higgins
Brenda Higgins, Notary Public

Premium Amount: \$23,542.52

Bond No's:
Travelers: 107355718
Federal: K40229693
CNA: 30101805

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the Santa Barbara County Flood Control and Water Conservation of the State of California (hereinafter referred to as the District) and Granite Construction Company (hereinafter referred to as Principal) have by written agreement dated _____, entered into a Contract identified as:

Project Title: Lower Mission Creek Flood Control Project Reach 2B, Phase 2, and Reach 3
County Project No. SC8042

(Hereinafter referred to as the Contract) and

That, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and Travelers Casualty and Surety Company of America*

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the District in the amount of \$5,231,671.00 for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and agreements in said Contract and any alteration thereof made as herein provided, in his or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.


And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

PERFORMANCE BOND

In the event suit is brought upon this Bond by District and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability, or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

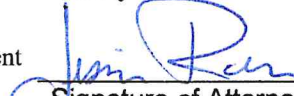
Granite Construction Company
Principal

 Kenneth B. Olson, Vice President
BY:

02/22/2021
DATED:



Travelers Casualty and Surety Company of America*
Surety

 Jessica Rosser
Signature of Attorney-in-fact

1 Tower Square
Address

Hartford, CT 06183**
City, State, Zip

Surety's Agent for Service of Process (located within the State of California):

Alliant Insurance Services, Inc.
Name of Agent

100 Pine Street, 11th Floor
Address

City, State, Zip

N/a
Fax Number

*Federal Insurance Company
The Continental Insurance Company
Jointly and Severally Liable
**Whitehouse Station, NJ, Chicago, IL,
respectively

NOTE: Signature of those executing for Surety must be properly acknowledged.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

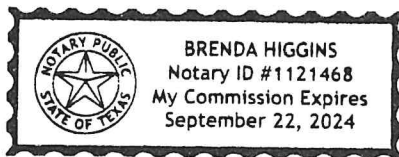
State of Texas)
) ss
County of Dallas)

On Feb 22, 2021, before me, Brenda Higgins, Notary Public, personally appeared Jessica Rosser, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(ies), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



Signature: *Brenda Higgins*
Brenda Higgins, Notary Public



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

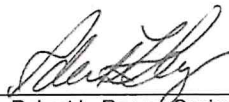
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jessica Rosser** of **DALLAS, Texas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **February**, **2021**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint E.S. Albrecht, Jr., Patricia S. Arana, C.K. Nakamura, Maria Pena, Noemi Quiroz, Jeffrey Strassner, Lisa L. Thornton, Tim M. Tomko and Natalie K. Trofimoff of Los Angeles, California; Tiffany Coronado of Las Vegas, Nevada; Jessica Rosser of Dallas, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 17th day of April, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 17th day of April, 2018 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 16, 2019

Signature of Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 22, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jessica Rosser , Individually

of Dallas, TX its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30101805
Principal: Granite Construction Company
Obligee: Santa Barbara Flood Control and Water Conservation District

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of February, 2018.



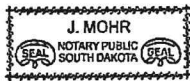
The Continental Insurance Company

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 22nd day of February, 2021.



The Continental Insurance Company

D. Johnson

D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”