



**COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS**

**CONTRACT
FOR**

TAJIGUAS SANITARY LANDFILL

**2020 ACCESS ROAD EXTENSION AND SITE IMPROVEMENTS IN THE THIRD
SUPERVISORIAL DISTRICT**

COUNTY PROJECT NO. 828388

RESOURCE RECOVERY AND WASTE MANAGEMENT DIVISION

**SCOTT D. McGOLPIN
DIRECTOR OF PUBLIC WORKS**



COUNTY OF SANTA BARBARA AGREEMENT FOR:

County Project No. 828388

Auditor – Controller Contract No. _____

THIS AGREEMENT is made by and between the County of Santa Barbara a political subdivision of the State of California, hereinafter called **COUNTY**, and Granite Construction Company, hereinafter 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 2010 Standard Specifications
4. State of California, Department of Transportation 2010 Standard Plans
5. State of California, Department of Transportation 2010 Revised Standard Specification
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 Proposal executed and submitted by the Contractor
10. Notice to Bidders
11. The Faithful Performance and Payment Bonds, and
12. Any Addenda

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 Department of Public Works Office of the COUNTY 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:

COUNTY OF SANTA BARBARA; NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR Tajiguas Sanitary Landfill 2020 Access Road Extension and Site Improvements in the Third Supervisorial District.

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

COUNTY OF SANTA BARBARA; STATE OF CALIFORNIA; DEPARTMENT OF PUBLIC WORKS; PLANS FOR THE CONSTRUCTION OF Tajiguas Sanitary Landfill 2020 Access Road Extension and Site Improvements in the Third Supervisorial District.

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 County, 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 COUNTY, all in strict accordance with the Plans and the Contract Documents provided.

3. 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 County of Santa Barbara 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 COUNTY, 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 COUNTY.

4. 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."

5. 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. COUNTY 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 COUNTY or as part of any audit of the COUNTY, 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 COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY 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 COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

6. 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 plus additive bid items to be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Agreement is and shall be \$576,231.00, to be paid as provided in the Contract Documents.

The Engineer is authorized to order, as change order work, the performance of supplemental work itemized in the attached Estimate of Job Costs, totaling \$10,000 to be paid as provided in the Contract Documents. In no event shall the County 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 \$41,811.55 (Contingency) in accordance with California Public Contract Code Sections 20142 and 20395, as applicable, to be paid as provided in the Contract Documents. In no event shall the County be liable for the cost of any changes or additions to work being performed under this contract unless approved in advance and in writing by the Engineer.

CONTRACTOR SIGNATURE PAGE

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

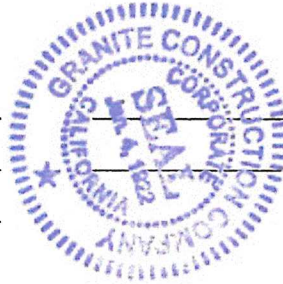
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

CONTRACTOR:

Granite Construction Company

P.O. Box 6744

Santa Barbara, CA 93160



By:

A handwritten signature in blue ink, appearing to be "Ken [unclear]", written over a horizontal line.

Authorized Representative

Date:

04/17/2020

COUNTY SIGNATURE PAGE

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

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Gregg Hart, Chair
Board of Supervisors
Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Scott D. McGolpin
Director of Public Works

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager

By: _____
Risk Management

BID ITEM LIST

Project Title: Tajiguas Sanitary Landfill 2020 Access Road Extension and Site Improvements Project

County Project No: 828388
 Contractor: Granite Construction Company


Item	Code No.	Description	Unit	Estimated Quantities	Unit Price	Unit Cost
Base Bid Items						
1		Mobilization	LS	1	\$54,561.00	\$54,561.00
2		Temporary Traffic Control	LS	1	\$6,500.00	\$6,500.00
3		Clearing, Grubbing, and Demolition	LS	1	\$2,500.00	\$2,500.00
		Subgrade Excavation & Fill Per Details 1/D2 and 2/D2	CY			
		Install 24" Solid HDPE Pipe and Fittings Per Details 1/D1 and 3/D1	LF			
		Construct Drop Inlet Per Detail 2/D1	EA			
		Backfill AC Curb at 3.0-Percent	LF			
4		Construct 0.4-Foot AC over 0.83-Foot Class 3 Aggregate Base Per Detail 1/D2	SF	45000.0	\$4.10	\$184,500.00
5		Construct 0.3-Foot AC over 0.5-Foot Class 3 Aggregate Base Per Detail 2/D2	SF	23000	\$3.00	\$69,000.00
6		Construct AC Curb Type D1-8 per SSPWC Std Plan 120-2	LF	2400	\$7.00	\$16,800.00
7		Construct 12-inch AC Thickened Edge Per Detail 6/D1	LF	20	\$6.00	\$120.00
8		Cold Plane 0.4-Foot Thick/Replace 0.4-Foot Thick AC	SF	3000	\$6.50	\$19,500.00
9		Edge Grind at Paving Join/Replace Variable Thickness AC	TON	350	\$115.00	\$40,250.00
10		Pulverize and Compact Existing AC/Place 0.4-Foot AC	SF	40000	\$3.10	\$124,000.00
BASE BID ITEMS (SUBTOTAL)						\$517,731.00
SUPPLEMENTAL WORK ITEMS						
S1		Supplemental Work - Environmental Obligations	EA	1	\$5,000.00	\$5,000.00
S2		Supplemental Work- Public Convenience and Safety	EA	1	\$5,000.00	\$5,000.00
SUPPLEMENTAL BID ITEMS (SUBTOTAL)						\$10,000.00
ADDITIVE WORK ITEMS						
A1		Pulverize and Compact Existing AC/Place 0.4-Foot AC	SF	5000	\$1.95	\$9,750.00
A2		Pulverize and Compact Existing AC/Place 0.4-Foot AC	SF	5000	\$1.95	\$9,750.00
A3		Pulverize and Compact Existing AC/Place 0.4-Foot AC	SF	5000	\$1.95	\$9,750.00
A4		Pulverize and Compact Existing AC/Place 0.4-Foot AC	SF	5000	\$1.95	\$9,750.00
A5		Pulverize and Compact Existing AC/Place 0.4-Foot AC	SF	5000	\$1.95	\$9,750.00
A6		Pulverize and Compact Existing AC/Place 0.4-Foot AC	SF	5000	\$1.95	\$9,750.00
ADDITIVE BID ITEMS (SUBTOTAL)						\$58,500.00
CONTRACT CONTINGENCY (SUBTOTAL)						\$41,811.55
TOTAL CONTRACT AMOUNT						\$628,042.55

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

By  Kenneth B. Olson

Vice President

Title

04/17/20


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

By  Kenneth B. Olson

Vice President

Title

04/17/20

Date

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

KNOW ALL MEN BY THESE PRESENTS:

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

Project Title: Tajiguas Sanitary Landfill 2020 Access Road Extension and Site Improvements in the Third Supervisorial District of Santa Barbara County

County Project No. 828388
(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 County 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 County in the amount of \$628,042.55 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.

In the event suit is brought upon this Bond by County 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


By Kenneth B. Olson, Vice President

04/17/2020
DATED:

Travelers Casualty and Surety Company of America
Surety


Signature of Attorney-in-fact Isabel Barron, Attorney In Fact

1 Tower Square

Hartford, CT 06183
Address

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



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

Executed In 3 Counterparts

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.

ACKNOWLEDGMENT


State of California
County of Santa Cruz)

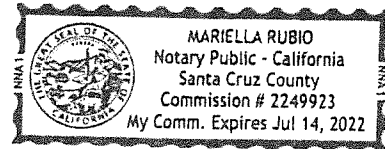
On April 17, 2020 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron
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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Mariella Rubio, Notary Public



PERFORMANCE BOND

Bond No. 107239433

KNOW ALL MEN BY THESE PRESENTS:

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

Project Title: Tajiguas Sanitary Landfill 2020 Access Road Extension and Site Improvements in the Third Supervisorial District.

County Project No. 828388
(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 County in the amount of \$628,042.55 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 County, 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.

In the event suit is brought upon this Bond by County 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

Travelers Casualty and Surety Company of America

Principal

Surety

By

Kenneth B. Olson, Vice President

Signature of Attorney-in-fact

Isabel Barron, Attorney In Fact

04/17/2020

DATED:

1 Tower Square

Hartford, CT 06183

Address

Surety's Agent for Service on Projects 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



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

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ACKNOWLEDGMENT

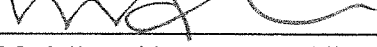
State of California
County of Santa Cruz)

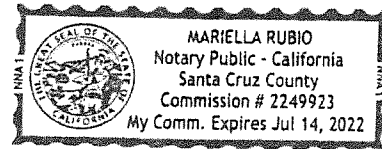
On April 17, 2020 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron
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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Mariella Rubio, 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 **Isabel Barron** of **WATSONVILLE California**, 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 3rd day of February, 2017.



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, 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 the corporations 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




Marie C. Tetreault, 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 April 17, 2020




Kevin E. Hughes, Assistant Secretary

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