

# El Embarcadero Project

## **Project Summary:**

The El Embarcadero project will construct missing sidewalk segments and ADA access ramps, underground overhead utility lines, install an underground storm drain system, reconstruct deteriorated intersections, improve coastal access, provide new bicycle racks, narrow the street on both sides and install street trees and lighting along El Embarcadero and Trigo Road in Isla Vista. The project will implement several goals and objectives of the Isla Vista Master Plan by increasing pedestrian access and safety, as well as creating a stronger connection between the Pardall Road business district and the coastal beach and park amenities along Del Playa.

## **Project Description:**

The project began in FY2007-08 and was broken down into multiple phases. This project included coordination with the various utilities, Isla Vista Park & Recreation, and two new private mixed-use development projects, The Loop Project and the ICON Project. The three phases include drainage improvements, undergrounding overhead utilities and streetscape improvements.

The drainage phase is now complete and included connection of the Pardall Road drainage system with a new storm drain system on El Embarcadero. Drainage inlets were added along Embarcadero Del Norte and Embarcadero Del Mar intersections to allow for future bulb outs. This increased drainage area necessitated an upgrade to the existing storm drain that started on Trigo Road and emptied into the ocean south of the intersection of El Embarcadero and Del Playa Drive.

The undergrounding phase included creation of a new utility undergrounding district which required entering into an agreement with Southern California Edison, Verizon and Cox Communication. In addition to undergrounding of the electric lines, efforts were made with the various utilities to make any upgrades or improvements prior to completion of this project.

The streetscape improvements included narrowing the street and adding sidewalks, installation of trees, bicycle racks and pedestrian scale night lighting, connecting to and upgrading the existing drainage system, improvements to the intersections, and roadway resurfacing from Pardall to Del Playa. This also involved coordination with two private mixed-use development projects currently under construction including the ICON Project and the Loop Project. The Goleta West Sanitary District and the Goleta Water District required upgraded facilities including new and upgraded fire hydrants and new main lines in association with these private projects.

The design and construction of several components of the El Embarcadero project, specifically construction of the eastern portion of the El Embarcadero and Trigo roadway improvements, were purposefully scheduled to accommodate the construction schedules of the two private mixed-use development projects and to avoid disruption of students during the UCSB school session. Also, for

emergency access and logistical reasons, only half of the roadway improvements could be constructed at a time. The western portion of the roadway was constructed first and the eastern portion of the roadway is to be constructed last.

**Financing:**

This project is being funded with almost entirely with bond proceeds and to a lesser extent with funds from the Agency's General Fund revenues. At the time the RDA issued debt in 2008, the decision was made to capitalize interest for the first three years. This allowed the Agency's General Fund to accumulate additional funds for completion of started projects and future projects without bond constraints. As a result general fund financed portions of the project were deferred.

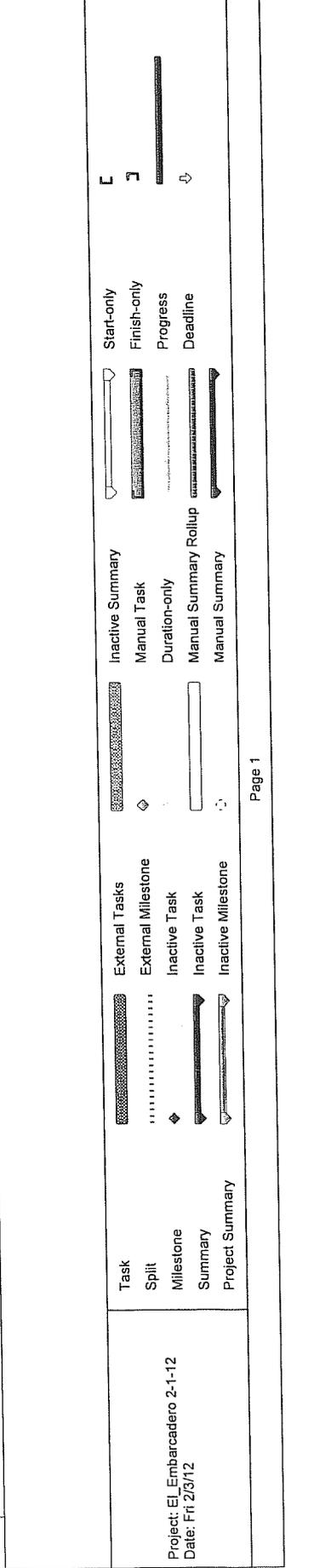
**Current status:**

The drainage improvements included in the project have been completed except for the permanent installation of drop inlets on the East side of El Embarcadero and the extension of an uncompleted drainage culvert from the west side. Our goal is to have the roadway improvement plans finalized, advertised, bid and awarded to construct the eastern portion of the roadway this summer while most students are away. Included in these plans are the underground electrical conduits on the east side of El Embarcadero as well as the permanent street lights at each of the intersections (Trigo, Sabado Tarde, El Nido & Del Playa), sidewalk improvements and driveway approaches, concrete crosswalks, completion installation of already purchased stainless steel bollards and aluminum skate stoppers and the overlay of Embarcadero Del Mar, Embarcadero Del Norte, El Embarcadero and the adjoining streets that have been affected by the project.

Additionally, the Agency entered into a reimbursement agreement with The Loop Project which will allow the developer to construct the improvements within the road right of way adjacent to their property as previously agreed to in their development agreement and then be reimbursed for the work by the RDA. The ICON project may or may not construct the improvements in front of their property as having them control the improvements may allow for the building's occupancy permit to be issued depending on the timing of the project.

EL EMBARCADERO ENHANCEMENTS

ID	Task Name	Duration	Start	Finish	2007	2008	2009	2010	2011	2012	2013						
1	El Embarcadero Phase 1 (West side SW, SD & Undergrounding OH Utilities)	1133 days	Mon 3/5/07	Wed 7/6/11	Q1	1Qtr	2Qtr	3Qtr	4Qtr	1Qtr	2Qtr	3Qtr	4Qtr	1Qtr	2Qtr	3Qtr	4Qtr
2	Right of Way Negotiations/Acquisitions-East Side	177 days	Mon 4/9/07	Tue 12/11/07													
3	BOS Authority to Advertise - Pulled from Agenda	1 day	Tue 9/18/07	Tue 9/18/07													
4	Right of Way Negotiations/Acquisitions-East Side RDA Approved additional Acquisition	262 days	Mon 9/7/09	Tue 9/7/10													
5	Advertise	0 days	Thu 9/30/10	Thu 9/30/10													
6	Open Bids	0 days	Wed 10/27/10	Wed 10/27/10													
7	Award Contract - BOS	0 days	Wed 11/24/10	Wed 11/24/10													
8	Construction (Phase 1 - West Side, SD & Undergrounding OH Utilities)	130 days	Thu 1/6/11	Wed 7/6/11													
9	Utility District - Road Commissioner Report	27 days	Mon 10/5/09	Tue 11/10/09													
10	Utility District - Hearing and Resolution	0 days	Tue 11/10/09	Tue 11/10/09													
11	Utility District - other approval tasks	40 days	Wed 11/11/09	Tue 1/5/10													
12	Utility District - BOS Approval	0 days	Tue 1/5/10	Tue 1/5/10													
13	Utilities - SCE Design (ALL)	90 days	Wed 1/6/10	Tue 5/11/10													
14	Utilities - Verizon Design (ALL)	90 days	Wed 1/6/10	Tue 5/11/10													
15	Utilities - Cox Design (ALL)	90 days	Wed 1/6/10	Tue 5/11/10													
16	Conversion to property owners complete	1 day	Mon 7/25/11	Mon 7/25/11													
17	Overhead Utility Removal	10 days	Tue 7/26/11	Mon 8/8/11													
18	Goleta Sanitary District-Main Replacement	15 days?	Thu 7/7/11	Wed 7/27/11													
19	The LOOP (Trigo Rd. & EDN)	200 days?	Thu 7/28/11	Wed 5/2/12													
20	ICON at UCSB (El Embarcadero & Trigo Rd)	280 days	Tue 8/9/11	Mon 9/3/12													
21	ICON at UCSB (East side SW)	180 days?	Tue 1/24/12	Mon 10/1/12													
22	El Embarcadero Phase 2 (65%)	10 days	Mon 1/9/12	Fri 1/20/12													
23	Storm Drain Design 100%	10 days	Mon 1/23/12	Fri 2/3/12													
24	Storm Drain Design 35%	115 days	Mon 5/28/07	Fri 11/2/07													
25	Roadway Design 65%	10 days	Tue 1/24/12	Mon 2/6/12													
26	Roadway Design 100%	20 days	Tue 2/7/12	Mon 3/5/12													
27	Goleta Water District-Main Replacement	80 days	Mon 3/5/12	Fri 6/22/12													
28	Advertise GWD Main Replacement	0 days	Mon 3/5/12	Mon 3/5/12													
29	Open Bids GWD Main Replacement	0 days	Thu 4/12/12	Thu 4/12/12													
30	Award Contract - GWD Main Replacement	0 days	Wed 5/9/12	Wed 5/9/12													
31	Construction - GWD	10 days	Thu 6/21/12	Wed 7/4/12													
32	Advertise	0 days	Tue 4/3/12	Tue 4/3/12													
33	Open Bids	0 days	Mon 4/30/12	Mon 4/30/12													
34	Award Contract - BOS	0 days	Mon 5/28/12	Mon 5/28/12													
35	Construction - East Side SW, Roadway	40 days	Tue 7/10/12	Mon 9/3/12													



Project: EL\_Embarcadero 2-11-12  
 Date: Fri 2/3/12

Task  
 Split  
 Milestone  
 Summary  
 Project Summary

External Tasks  
 External Milestone  
 Inactive Task  
 Inactive Task  
 Inactive Milestone

Inactive Summary  
 Manual Task  
 Duration-only  
 Manual Summary Rollup  
 Manual Summary

Start-only  
 Finish-only  
 Progress  
 Deadline

**EL EMBARCADERO ENHANCEMENT PROJECT SUMMARY**  
**COUNTY PROJECT NUMBER 310312**

- 7/18/2007- Agreement w/Verizon & SCE to relocate overhead utilities (underground)
- 7/25/2007-Agreement w/Cox Communications to relocate overhead utilities (underground)
- 8/6/2007-Planning & Development Memorandum-Article II Coastal Zoning Ordinance Interpretation
- 12/11/2007-BOS execute permanent easement purchase contracts and temporary entry contracts and accept easement deeds for three of the required five properties (1020 El Embarcadero, 6547 Trigo Road and 6550 Del Playa Drive). These contracts identify the purpose as construction of sidewalks, street lighting, street tree improvements and related public improvements.
  - 6550 Del Playa and 1020 El Embarcadero construction is outstanding
  - 6547 Trigo Road has changed hands and is now the “ICON” development
- 9/8/2008-PW was contacted by developer with regard to 6547 Trigo Road (ICON) and was also informed of the “LOOP” development project. Both projects were proposed within the project limit. Design/Construction schedule coordination efforts begin with RDA involvement.
- 2/16/2010-BOS approval of CEQA for the El Embarcadero Improvement Project (Project 310312); Authority to advertise for construction bids for El Embarcadero Improvement Project & authorize the PA to amend CN06988 w/P&S for design services from \$98k to \$165k
- April 2009 RDA/PW discuss potential conflicts with supplied plans for the ICON development
- 1/5-19/2010 BOS Hearing creating the Underground District for Project
- May 2010-“ICON” checks in to confirm RDA/PW project is moving forward
- 8/6/2010-Coastal Development Permit issued – Identifies the El Embarcadero project as improvements on both sides of El Embarcadero including but not limited to the concrete crosswalks, curb ramps, drainage inlets, street lights and street trees.
- 8/19/2010-PW enters into a Right of Entry Agreement with the owner of 1020 El Embarcadero such that PW/SCE can construct a portion of the improvements (underground utilities, pad mounted transformer and sidewalks).
- 9/8/2010-BOS Chair accepts Permanent Easement purchase contract and temporary Right of Entry for 6541 Sabado Tarde which obligates PW to construct project.
- 9/8/2010-BOS Chair accepts Permanent Easement purchase contract and temporary Right of Entry for 1000 El Embarcadero which obligates PW to construct project.
- 06/09/2010 SCE finalizes Approved Plans for “Project” which includes Phase 1 & Phase 2 works
- 10/8/2010 County-Southern California Gas Company Agreement
- 11/7/2010-SCE Agreement for Phase 1 & Phase 2 relocation works.
- 11/9/2010-SCE Invoice for work incurred (undergrounding)
- 11/12/2010-BOS approves construction contract for Phase 1 work to Granite Construction Company
- Granite Construction Company CCO #1 – Deletion of Slurry Seal item (postponed to Phase 2 construction) to allow for further coordination with adjacent private developments and required utility upgrades.
- Granite Construction Company CCO #3-Addition of a new drainage inlet east of Sabado Tarde (originally planned for Phase 2).
- Granite Construction Company CCO #5-Construct two drainage inlets and temporary sidewalks at the intersection of El Embarcadero and Trigo to provide ADA compliant pedestrian access during the adjacent private development (originally planned for Phase 2 construction). Also, minimizes the pedestrian access issues during the Phase 2 work.
- 3/5/2012-Southern California Gas Company Invoice for work performed during Phase 1 for both Phase 1 & Phase 2 work.



# ENGINEER'S ESTIMATE

Project: CONSTRUCTION OF EL EMBARCADERO ENHANCEMENT PROJECT - PHASE 2

Project No: 310312 R

Bid Opening: June 1, 2012

Item	Description	Unit	Estimated Quantities	Unit Price	Unit Cost
1	CONSTRUCTION SITE MANAGEMENT	LS	1	\$5,000.00	\$5,000.00
2	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$5,000.00	\$5,000.00
3	TEMPORARY EROSION CONTROL	LS	1	\$5,000.00	\$5,000.00
4	CONSTRUCTION AREA SIGNS	LS	1	\$5,000.00	\$5,000.00
5	TRAFFIC CONTROL SYSTEM	LS	1	\$30,000.00	\$30,000.00
6	Install Stainless STEEL BOLLARD	EA	8	\$300.00	\$2,400.00
7	CLEARING AND GRUBBING	LS	1	\$75,000.00	\$75,000.00
8	FURNISH AND INSTALL TREE	EA	25	\$1,000.00	\$25,000.00
9	CLASS 2 AGGREGATE BASE	CY	490	\$75.00	\$36,750.00
10	HOT MIX ASPHALT (TYPE B)	TON	576	\$150.00	\$86,400.00
11	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREAS)	SY	100	\$30.00	\$3,000.00
12	COLD PLANE FULL WIDTH GRIND (0.10' MAX)	SY	13000	\$3.00	\$39,000.00
13	REPLACE ASPHALT CONCRETE SURFACING	CY	70	\$425.00	\$29,750.00
14	HOT MIX ASPHALT (TYPE B) - Final Overlay	TON	900	\$90.00	\$81,000.00
15	ASPHALT EMULSION (PAINT BINDER)	TON	4	\$750.00	\$3,000.00
16	Reset ROADSIDE SIGN - ONE POST	EA	10	\$350.00	\$3,500.00
17	MINOR CONCRETE (MINOR STRUCTURE, TYPE A DROP INLET L=8', SPAN=5')	EA	1	\$8,000.00	\$8,000.00
18	CROSSWALK	SF	3500	\$8.00	\$28,000.00
19	MINOR CONCRETE (CURB AND GUTTER)	LF	650	\$30.00	\$19,500.00
20	MINOR CONCRETE (DRIVEWAY)	SF	1550	\$15.00	\$23,250.00
21	MINOR CONCRETE (SPANDREL AND CROSS GUTTER)	SF	715	\$13.00	\$9,295.00
22	MINOR CONCRETE (SIDEWALK)	SF	3800	\$10.00	\$38,000.00
23	MINOR CONCRETE (SIDEWALK/RETAINING WALL, H=30" MAX)	LF	140	\$135.00	\$18,900.00
24	MINOR CONCRETE (CURB RAMP, TYPE CT-A)	EA	3	\$3,500.00	\$10,500.00
25	MINOR CONCRETE (CURB RAMP, TYPE CT-C, MODIFIED)	EA	5	\$4,500.00	\$22,500.00
26	FURNISH AND INSTALL TREE FRAME AND GRATE	EA	12	\$2,000.00	\$24,000.00
27	PAINT TRAFFIC STRIPE (2-COAT)	LF	9000	\$1.00	\$9,000.00
28	PAINT PAVEMENT MARKING (2-COAT)	SF	3200	\$3.50	\$11,200.00
29	PAVEMENT MARKER (REFLECTIVE)	EA	2	\$15.00	\$30.00
30	PAVEMENT MARKER (BLUE REFLECTIVE, FIRE HYDRANT)	EA	14	\$15.00	\$210.00
31	PAVEMENT MARKER (NON-REFLECTIVE)	EA	12	\$15.00	\$180.00
32	3" CONDUIT	EA	200	\$15.00	\$3,000.00
33	SUPPLEMENTAL WORK (ADDITIONAL WATER POLLUTION CONTROL)	LS	1	\$2,500.00	\$2,500.00
34	SUPPLEMENTAL WORK (RIGHT OF WAY OBLIGATIONS)	LS	1	\$2,500.00	\$2,500.00
35	SUPPLEMENTAL WORK (ENVIRONMENTAL OBLIGATIONS)	LS	1	\$2,500.00	\$2,500.00
36	SUPPLEMENTAL WORK (PUBLIC CONVENIENCE AND SAFETY, COUNTY PORT)	LS	1	\$25,000.00	\$25,000.00
37	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGN)	LS	1	\$5,000.00	\$5,000.00
38	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX)	LS	1	\$1,000.00	\$1,000.00
					<b>\$698,865.00</b>

Say	\$700,000
Contingency 10%	\$70,000
Construction	\$770,000
CE 15%	\$115,500.00
<b>SUBTOTAL</b>	<b>\$885,500</b>
SCE electrical and streetlight contract and coordination	\$100,000
The LOOP Reimbursement Agreement	\$250,000
The ICON Reimbursement Agreement	\$90,000
Design Engineering	\$120,000
<b>TOTAL PROJECT CONSTRUCTION</b>	<b>\$1,445,500</b>

SIDEWALK IMPROVEMENT REIMBURSEMENT AGREEMENT

THIS SIDEWALK IMPROVEMENT REIMBURSEMENT AGREEMENT ("Agreement") is entered in on December \_\_\_\_\_, 2010 by and between the COUNTY OF SANTA BARBARA, political subdivision of the State of California ("County") and d3 PARTNERS, LLC, a California limited liability company or assignee ("Developer"), for the development of certain public infrastructure related to The Loop Mixed Used Project ("Project") located at 6533 and 6539 Trigo Road ("Site") in the community of Isla Vista, County of Santa Barbara, California.

RECITALS:

Whereas the Developer has received from the County land use entitlements for the development of the Project on the Site; and

Whereas Developer and County have determined it would be beneficial for all parties if Developer installed certain additional sidewalk, drainage and road improvements to north and west of Trigo Road for that portion of the sidewalk and street adjacent to the Site as described in Exhibit A as eligible for reimbursement and generally depicted on Exhibit B ("Sidewalk Improvements") concurrent with Project; and

Whereas, the cost of public improvements such as the Sidewalk Improvements that are in addition to normally required frontage improvements would normally be borne by the public; and

Whereas the County has estimated the cost of constructing the Sidewalk Improvements as an amount not to not exceed \$345,000; and

Whereas County Public Works staff has reviewed the developers estimates for the Sidewalk Improvements and found them to be reasonable and appropriate; and

Whereas, the cost of the Sidewalk Improvements are de minimis in the context of the overall Project; and

Whereas Section 3 of this Agreement requires the Developer to acquire the Site for redevelopment and to redevelop the Site; and

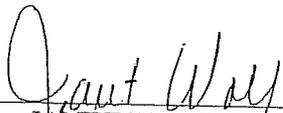
Whereas a preliminary site assessment indicated that the Site may be affected by a hazardous substance release; costs for remediation of the site are not included as part of this agreement; and

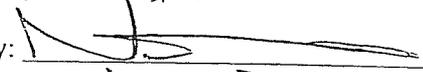
Whereas the parties intend that upon proper completion of a remedial or removal action the Developer may be eligible for certain immunities as authorized under California Health and Safety Code 33459.3(e)(2).

- D. Counterpart. This Agreement may be executed in counterparts and shall be binding upon each party executing any counterpart.
- E. Governing Law. This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.
- F. Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Santa Barbara shall be deemed to include the same statute, regulation, ordinance, or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject as the provision to which specific reference was made.
- G. Non-Liability of Officials, Employees and Agents. No officials, employees and agents of the County shall be personally liable to Developer for any obligation created under the terms of this Agreement.

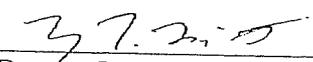
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

COUNTY OF SANTA BARBARA,  
A political subdivision of the State of California

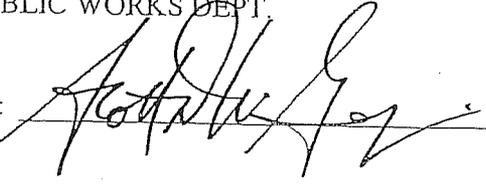
By:   
 JANET WOLF  
 Chair of the Board of Supervisors  
 Date: 12/16/10

d3 PARTNERS LLC,  
a California limited liability  
company  
 BY MESA LANE PARTNERS, LLC  
 ITS MANAGER.  
 By:   
 Name: NEIL DIPOLCA  
 Its: PRESIDENT/CEO

APPROVED AS TO FORM:  
Dennis A. Marshall, County Counsel

By:   
 Deputy County Counsel

APPROVED AS TO CONTENT  
SANTA BARBARA COUNTY  
PUBLIC WORKS DEPT.

By: 

APPROVED AS TO FORM  
SANTA BARBARA COUNTY  
RISK PROGRAM  
ADMINISTRATOR

By: 

SECOND PAGE OF SIGNATURES

Dated: 12/14, 2010

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

By: Chandra Wallar  
Deputy Clerk

## Bensel, Ron

---

**From:** Tom Evans <TEvans@goletawater.com>  
**Sent:** Wednesday, February 01, 2012 4:22 PM  
**To:** Bensel, Ron  
**Subject:** RE: Embarcadero Project

June 4 to June 29; The last week of construction would probably be fine to have your contractor mobilizing and doing demo work if you need that time. Everyone wants to work while the students are gone.

---

**From:** Bensel, Ron [mailto:Bensel@cosbpw.net]  
**Sent:** Wednesday, February 01, 2012 1:19 PM  
**To:** Tom Evans  
**Subject:** RE: Embarcadero Project

Tom,  
If your main replacement is awarded on May 8<sup>th</sup>, what would the first working day and estimated completion date? I'm hearing that this project will be pushed hard to get it constructed as planned. I'm being asked for a timeline and would like to include the District's work in it.  
Thanks,

Ron  
(805) 568-3311

---

**From:** Tom Evans [mailto:TEvans@goletawater.com]  
**Sent:** Tuesday, January 31, 2012 10:03 AM  
**To:** Bensel, Ron  
**Cc:** Tom Bunosky  
**Subject:** RE: Embarcadero Project

OK that's real sketchy! Just keep in mind that we would like to get in before you, to do a main replacement project and that will take a month of construction from start to finalize for acceptance. We will target June as our month to build. Having less traffic with UCSB out of session will help it go faster. By the time we get our bids (which will be mid April) I'll need to know if your project still has life, otherwise we really don't need to do our replacement now. I will be adding this project to our capital projects list, which is subject to Board approval in March. Then we design and bid out for award on May 8<sup>th</sup>.  
Thanks, Tom

---

**From:** Bensel, Ron [mailto:Bensel@cosbpw.net]  
**Sent:** Tuesday, January 31, 2012 9:53 AM  
**To:** Tom Evans  
**Subject:** RE: Embarcadero Project

The County intends to move forward. Until approval is received from the oversight committee which is being formed now, we will not be able to move forward with implementation with construction. The intent is to bid the project and be in a position to implement once approval is received.

Ron  
(805) 568-3311

---

**From:** Tom Evans [mailto:TEvans@goletawater.com]  
**Sent:** Tuesday, January 31, 2012 9:33 AM

**To:** Bensel, Ron

**Subject:** Embarcadero Project

Ron – have you heard anything more on the funding or schedule changes to this project?

Thanks, Tom

## Bensel, Ron

---

**From:** Matt Vanderlinden <MVanderlinden@GoletaWater.com>  
**Sent:** Monday, September 13, 2010 11:25 AM  
**To:** Bensel, Ron  
**Cc:** Rod Edwards  
**Subject:** RE: SB County El Embarcadero Improvements - water facilities work

Ron:

What you have stated in your e-mail below sounds correct to me.

Thanks,

*Matt van der Linden, P.E.*

Civil Engineer  
Goleta Water District  
4699 Hollister Avenue  
Goleta, CA 93110-1999  
(805) 879-4625

---

**From:** Bensel, Ron [mailto:Bensel@cosbpw.net]  
**Sent:** Thursday, September 02, 2010 10:43 AM  
**To:** Matt Vanderlinden  
**Cc:** Rod Edwards  
**Subject:** RE: SB County El Embarcadero Improvements - water facilities work

Matt,

Per my response to your voicemail Monday afternoon, as well as previous projects like the installation of the Cieneguitas traffic signal, project funding sources do not impact the financial responsibility of Goleta Water District (GWD). What has been discussed in the past with regard to the El Embarcadero Enhancement Project was if a GWD facility was to be relocated or adjusted due to essential Public Works (PW) improvements (storm drains, drainage inlets, reconstruction of curb and gutter, pavements, etc.) they would be funded by GWD. Any non-essential improvement such as planting a tree that would displace a GWD facility would be covered by PW funds. Additional relocations such as positioning a meter in the GWD standard location (6-inches behind curb) is on GWD.

The Phase 1 project includes a few meter relocations which are summarized below, shown on the attached photographs and plans.

1. Note 1 Meter Relocation (1001 El Embarcadero) was required due to a conflict with the proposed curb ramp (see attached photo & plan). This was agreed to be funded by GWD.
2. Note 1 Meter Relocation #147-467 (1015 El Embarcadero) was proposed by the County due to the County's desire for a street light and street tree between the adjacent driveways and the proximity of the existing water meter. Ultimately this street tree was removed due to space restrictions and the need for pull boxes. This was to be funded by PW.
3. Note 1 Meter Relocation (1025 El Embarcadero) was required due to a desire to conform to GWD standards and grade issues with the existing facility and proposed sidewalk grades. This was to be funded by GWD.
4. Note 2 Meter Reposition (1033 El Embarcadero) was included due to GWD desire to conform to GWD standards and grade issues with the existing facility and proposed sidewalk grades. This was to be funded by GWD.
5. Note 3 Adjust to Grade – Added note to meter on Sabado Tarde due to proposed grades. This grade issue was clarified recently and the note added for GWD to address during construction (performed by GWD).
6. Note 8 Cathodic test box, removal to be performed by GWD during construction (County contractor to excavate area and allow GWD to remove).

It should be noted that PW had redesigned the storm drain that crosses El Embarcadero, south of Sabado Tarde to eliminate the need for GWD to create the vertical offset at that location and reduce costs to the district.

Next summer's Phase 2 project will likely include similar items of work plus the County's desire to relocate the Fire Hydrant at the Trigo/El Embarcadero intersection. The two additional fire hydrants along El Embarcadero are likely to need relocation due to the existing locations will either be within the proposed curb ramp or outside of existing road right of way.

If you feel that the above financial responsibility is not correct, please don't hesitate to contact me. If appropriate, I can prepare the formal Utility Agreement to address these items.

Thanks,

Ron Bensel

---

**From:** Matt Vanderlinden [mailto:MVanderlinden@GoletaWater.com]  
**Sent:** Monday, August 30, 2010 2:53 PM  
**To:** Bensel, Ron  
**Cc:** Rod Edwards  
**Subject:** SB County El Embarcadero Improvements - water facilities work

Ron:

I just left you a voice mail but thought I better send this e-mail as well.

It has been the Goleta Water District's understanding since about March 2010 (when the County notified us they were proceeding again on this project) that due to Redevelopment Agency funding connected with the project, various impacts to Goleta Water District would be paid for by the County. Based on our conversations back in March and April 2010, it was our understanding that the cost to relocate any waterlines due to the proposed storm drain improvements would be the responsibility of the District, and that costs associated with relocating meters and adjusting meters to finished grade would be covered by the County. It is also our understanding that there are no longer any conflicts between the proposed storm drain and existing waterlines.

Is this cost arrangement consistent with your current understanding?

The District is planning to have our own field crews do the work to abandon the existing cathodic test station (as you worked out with Rod a few weeks ago.)

Thanks,

*Matt van der Linden, P.E.*

Civil Engineer  
Goleta Water District  
4699 Hollister Avenue  
Goleta, CA 93110-1999  
(805) 879-4625



COUNTY OF SANTA BARBARA  
DEPARTMENT OF PUBLIC WORKS

**CONTRACT**

FOR

CONSTRUCTION OF THE  
EL EMBARCADERO  
ENHANCEMENT PROJECT

PHASE I

COUNTY PROJECT NO. 310312 U

DEPARTMENT OF PUBLIC WORKS

SCOTT D. MCGOLPIN  
DIRECTOR OF PUBLIC WORKS

COUNTY OF SANTA BARBARA AGREEMENT FOR:



County Project No. 310312 U

Auditor – Controller Contract No. BC-11-058

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) Special Provisions
- 2) Project Plans
- 3) State of California, Department of Transportation Standard Specifications dated May 2006
- 4) State of California, Department of Transportation Standard Plans dated May 2006
- 5) County of Santa Barbara, Department of Public Works, Standard Details dated April 1, 1987
- 6) Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
- 7) The Proposal executed and submitted by the Contractor
- 8) Notice to Bidders
- 9) The Bid Bond
- 10) The Faithful Performance and Payment Bonds, and
- 11) 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 CONSTRUCTION OF THE EL EMBARCADERO ENHANCEMENT PROJECT PHASE I**

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 EL EMBARCADERO ENHANCEMENT PROJECT PHASE I**

**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. EXTRA WORK

Section 4-1.03D, "Extra Work," of the Standard Specifications is amended by adding the following between the second and third paragraphs:

Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be authorized and agreement made for compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents) by the Engineer, if compensation is not in excess of 10 percent of the original base agreement amount or \$25,000, or \$25,000 + 5 percent of the amount of the bid in excess of \$250,000, the total of changes not to exceed \$150,000, in accordance with Section 20142(a) and (b), and Section 20395(d) of the Public Contract Code. Extra work or changes in excess of these limits may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The Engineer shall determine, if necessary, appropriate additional time to be allowed for such extra work.

If, in the opinion of the Engineer, such work cannot reasonably be performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time will be made. In no event shall County be liable for the cost of any extra work not approved in advance and in writing by the Engineer.

**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 agrees that the payment for final quantities due under this Contract, and the payment of 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. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and 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.

**5. PROGRESS PAYMENT NO WAIVER FOR DELAY.** Any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon as part of this Contract.

**6. EXCAVATIONS.** Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or 1 (800) 227-2600 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under said Sections. There shall be no performance under this Agreement by either party unless and until the provisions of such Sections are complied with and the Engineer is notified regarding the compliance.

**7. ENGINEER.** The Engineer referred to in the Contract Documents is the Santa Barbara County Director of Public Works or the Director's authorized representative.

**8. COMPLIANCE WITH LAW, AMENDMENTS.** CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the Engineer in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 3196 and Sections 3247 and 3252, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the County of Santa Barbara, the Board of Supervisors, the Director of Public Works, and/or any officer, agent or employee of the

COUNTY against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

#### **9. PREVAILING WAGE RATES.**

Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof and to any and all lawful orders of the President or any authorized Federal Officer or agency, insofar as the same may be applicable to this Contract.

In accordance with the requirements of Labor Code Section 1770, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem or hourly wages for workers required to perform the subject work. A copy of the prevailing wage rate is on file with the Director of Public Works, County Engineering Building, 123 East Anapamu Street, Santa Barbara, California, and is available for inspection.

Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Department of Public Works Engineering Division, 123 East Anapamu Street, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. These wage rates are not included in the Proposal and Contract (Example) for the project. Changes, if any to the general prevailing wage rates will be available at the same location.

Contractor, and any subcontractor under his or her direction, shall pay not less than the said prevailing rates to all, laborers, workers and mechanics employed by them in the execution of the contract.

The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>

**10. CONTRACT DOCUMENTS ACKNOWLEDGED.** CONTRACTOR hereby declares that he has read the "Contract Documents" pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

**11. TIMES FOR COMMENCEMENT, COMPLETION.** Notwithstanding the provisions found in Section 8-1.05, "Temporary Suspension of Work," and Section 8-1.06, "Time of Completion," of the Standard Specifications, the work to be done under this Agreement shall be completed by MARCH 7, 2011. The CONTRACTOR shall begin work as soon as practicable after execution of this Agreement by both the CONTRACTOR and the COUNTY, and in no event shall work begin later than NOVEMBER 15, 2010. CONTRACTOR acknowledges the provision of this Agreement regarding liability for liquidated damages in the event CONTRACTOR fails to perform the work before the completion date in this paragraph. The above beginning and ending dates equate to EIGHTY (80) working days.

#### **12. GUARANTEE PAYMENT AND PERFORMANCE BONDS.**

Before any performance under this Agreement, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for faithful performance of all terms and conditions of this Agreement, the Payment Bond and the "Faithful Performance Bond" shall be in the form specified and supplied by the County as part of the Bid Package. Both securities shall 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.

**13. NON DISCRIMINATION.** The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

**14. DISPUTES.** Should any disputes arise which the parties are unable to resolve by negotiation respecting the interpretation, construction or meaning of any of the plans or specifications or provisions affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be submitted to arbitration if required by the provisions of the Public Contract Code or if the parties mutually agree to arbitration in lieu of adjudication by a court of competent jurisdiction. Any arbitration shall be carried out in accordance with the Public Contract Code, applicable provisions of the Santa Barbara County Code and other regulations or standards and in accordance with

standards of the American Arbitration Association. Any arbitration ruling or decision shall be binding on the parties, unless the parties mutually agree in writing not to be so bound.

#### 15. RIGHT TO AUDIT.

Contractor shall maintain and make available all books, papers, job descriptions, records, detail costs, estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, sub-subcontractors and financial records related to or which arise out of the Work or under the terms or conditions of the Contract. The form of record keeping shall be subject to approval by County. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours by County or County's representative and shall be retained at Contractor's principal place of business in California for audit during normal business hours at such place for four (4) years after recording of the Notice of Completion of Project. Contractor shall provide an office to enable County and County's representative to conduct such audit.

16. **SUPPLEMENTAL WORK.** Supplemental work necessary for traffic control, public safety and convenience and as required for the proper completion of the work in the amount of \$235,000.00 shall be set aside and designated for this-use in accordance with the Notice to Bidders, Special Provisions, and Proposal, and Specifications of this project.

17. **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 including Section 17- Supplemental Work of this agreement is and shall be; ONE MILLION, EIGHT HUNDRED TWENTY THOUSAND, FOUR HUNDRED THIRTY ONE DOLLARS AND NO CENTS (\$1,820,431.00), to be paid as provided in the Contract Documents dated OCTOBER 4, 2010, and as shown on the Engineer's Estimate below. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and according to the plans, specifications and Contract, and the requirements of the Engineer under them, to wit:

#### 18 INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

#### 19 INSURANCE REQUIREMENTS.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance. Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be

effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by Department of Industrial Relations for State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance. The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contractor in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, employees, and agents shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention [SIR] over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the contractor may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

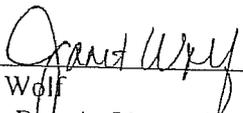
The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonably based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

**CONTRACTOR'S UNIT BASED PRICES 310312 U**

Item	Item Code	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
1	071321	TEMPORARY FENCE (TYPE CL-6)	LF	300	\$2.00	\$600.00
2	074016	CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM	\$12,400.00	\$12,400.00
3	074017	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LUMP SUM	\$1,500.00	\$1,500.00
4	074023	TEMPORARY EROSION CONTROL	LS	LUMP SUM	\$2,000.00	\$2,000.00
5	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	\$4,138.00	\$4,138.00
6	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	\$78,913.00	\$78,913.00
7	150804	REMOVE DRAINAGE FACILITY	LS	LUMP SUM	\$6,330.00	\$6,330.00
8	152389	RELOCATE STEEL BOLLARD	EA	4	\$239.00	\$956.00
9	160101	CLEARING AND GRUBBING	LS	LUMP SUM	\$80,000.00	\$80,000.00
10	160120	PROTECT EXISTING TREE	LS	LUMP SUM	\$100.00	\$100.00
11	260201	CLASS 2 AGGREGATE BASE	CY	360	\$70.00	\$25,200.00
12	377502	SLURRY SEAL (ROADWAY, TYPE II)	SF	121,350	\$0.48	\$58,248.00
13	390133	HOF MIX ASPHALT (TYPE B)	TON	600	\$95.00	\$57,000.00
14	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREAS)	SY	1300	\$15.00	\$19,500.00
15	566011	ROADSIDE SIGN - ONE POST	EA	9	\$181.00	\$1,629.00
16	641101	12" HDPE PIPE (COORUGATED OR DOUBLE WALL, SMOOTH INTERIOR, TYPE S)	LF	85	\$103.00	\$8,755.00
17	641107	18" HDPE PIPE (COORUGATED OR DOUBLE WALL, SMOOTH INTERIOR, TYPE S)	LF	890	\$125.00	\$111,250.00
18	641113	24" HDPE PIPE (COORUGATED OR DOUBLE WALL, SMOOTH INTERIOR, TYPE S)	LF	415	\$195.00	\$80,925.00
19	641119	30" HDPE PIPE (COORUGATED OR DOUBLE WALL, SMOOTH INTERIOR, TYPE S)	LF	720	\$200.00	\$144,000.00
20	641125	36" HDPE PIPE (COORUGATED OR DOUBLE WALL, SMOOTH INTERIOR, TYPE S)	LF	590	\$238.00	\$140,420.00
21	641128	42" HDPE PIPE (COORUGATED OR DOUBLE WALL, SMOOTH INTERIOR, TYPE S)	LF	515	\$242.00	\$124,630.00
22	707225	DRAINAGE MANHOLE (48" DIA.)	EA	8	\$3,000.00	\$24,000.00
23	707051	DRAINAGE MANHOLE ( LARGE INLET)	EA	2	\$4,000.00	\$8,000.00
24	707052	DRAINAGE MANHOLE (MAINLINE 36" OR LARGER)	EA	6	\$3,000.00	\$18,000.00
25	707053	DRAINAGE MANHOLE (MAINLINE 33" OR SMALLER)	EA	3	\$3,000.00	\$9,000.00
26	707054	DIVERSION WEIR BOX	LS	LUMP SUM	\$12,300.00	\$12,300.00
27	707055	MINOR CONCRETE (MINOR STRUCTURE, TYPE A DROP INLET L=4')	EA	1	\$4,500.00	\$4,500.00
28	707056	MINOR CONCRETE (MINOR STRUCTURE, TYPE A DROP INLET L=5')	EA	3	\$5,200.00	\$15,600.00
29	707057	MINOR CONCRETE (MINOR STRUCTURE, TYPE A DROP INLET L=6')	EA	2	\$5,500.00	\$11,000.00
30	707058	MINOR CONCRETE (MINOR STRUCTURE, TYPE A DROP INLET L=8')	EA	12	\$5,500.00	\$66,000.00
31	707059	MINOR CONCRETE (MINOR STRUCTURE, TYPE A DROP INLET L=8', SPAN=4')	EA	1	\$10,500.00	\$10,500.00
32	707060	MINOR CONCRETE (MINOR STRUCTURE, TYPE A DROP INLET L=8', SPAN=5')	EA	1	\$11,500.00	\$11,500.00
33	707061	MINOR CONCRETE (MINOR STRUCTURE, TYPE A DROP INLET L=10')	EA	3	\$7,500.00	\$22,500.00
34	707062	MINOR CONCRETE (MINOR STRUCTURE, CURBSIDE INLET)	EA	1	\$5,600.00	\$5,600.00
35	731502	MINOR CONCRETE (CONCRETE COLLAR)	EA	2	\$400.00	\$800.00

36	731503	MONOLITHIC CATCH BASIN CONNECTION	EA	12	\$800.00	\$9,600.00
37	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	900	\$19.00	\$17,100.00
38	731516	MINOR CONCRETE (DRIVEWAY)	SF	1630	\$8.50	\$13,855.00
39	731519	MINOR CONCRETE (SPANDREL AND CROSS GUTTER)	SF	1200	\$9.50	\$11,400.00
40	731521	MINOR CONCRETE (SIDEWALK)	SF	7625	\$5.60	\$42,700.00
41	731527	MINOR CONCRETE (SIDEWALK/RETAINING WALL, H=30" MAX)	LF	200	\$85.00	\$17,000.00
42	731670	MINOR CONCRETE (CURB RAMP, TYPE CT-A)	EA	3	\$1,880.00	\$5,640.00
43	731671	MINOR CONCRETE (CURB RAMP, TYPE CT-C)	EA	1	\$1,880.00	\$1,880.00
44	731681	MINOR CONCRETE (CURB RAMP, TYPE CT-C, MODIFIED)	EA	1	\$1,880.00	\$1,880.00
45	750014	FURNISH AND INSTALL TREE FRAME AND GRATE	EA	13	\$1,500.00	\$19,500.00
46	840656	PAINT TRAFFIC STRIPE (2-COAT) -	LF	7000	\$0.85	\$5,950.00
47	840666	PAINT PAVEMENT MARKING (2-COAT)	SF	2400	\$4.20	\$10,080.00
48	GWD1	INSTALL NEW 1" SERVICE LINE AND METER, AND CONNECT TO EXISTING CUSTOMER SERVICE LINE -	EA	3	\$3,890.00	\$11,670.00
49	GWD2	INSTALL NEW METER ON EXISTING SERVICE LINE, AND CONNECT TO EXISTING CUSTOMER SERVICE LINE	EA	1	\$1,870.00	\$1,870.00
50	860760	LIGHTING CONDUIT (CITY STREETS)	LF	190	\$9.00	\$1,710.00
51	860784	1 1/2" CONDUIT	LF	1450	\$15.00	\$21,750.00
52	860785	2" CONDUIT	LF	1975	\$18.00	\$35,550.00
53	860787	3" CONDUIT	LF	1400	\$25.00	\$35,000.00
54	860788	4" CONDUIT	LF	2050	\$28.00	\$57,400.00
55	860789	5" CONDUIT	LF	2200	\$34.00	\$74,800.00
56	869040-E(PB-5)	PULL BOX -PARKWAY (SCE ITEM NO. PB-5)	EA	1	\$1,500.00	\$1,500.00
57	869047-E(SS-21)	SPLICE VAULT (SCE ITEM NO. SS-21)	EA	1	\$4,550.00	\$4,550.00
58	869048-E(P-5)	POLYMER PAD (SCE ITEM NO. P-5)	EA	2	\$2,630.00	\$5,260.00
<b>CONTRACTOR'S BID ITEMS (SUBTOTAL)</b>						<b>\$1,585,431.00</b>
<b>SUPPLEMENTAL ITEMS OF WORK</b>						
59	966022	SUPPLEMENTAL WORK (ADDITIONAL WATER POLLUTION CONTROL)	LS	LUMP SUM	\$25,000.00	\$25,000.00
60	966023	SUPPLEMENTAL WORK (RIGHT OF WAY OBLIGATIONS)	LS	LUMP SUM	\$50,000.00	\$50,000.00
61	966024	SUPPLEMENTAL WORK (ENVIRONMENTAL OBLIGATIONS)	LS	LUMP SUM	\$25,000.00	\$25,000.00
62	966070	SUPPLEMENTAL WORK (PUBLIC CONVENIENCE AND SAFETY, COUNTY PORTION)	LS	LUMP SUM	\$75,000.00	\$75,000.00
63	966075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGN)	LS	LUMP SUM	\$50,000.00	\$50,000.00
64	966080	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX)	LS	LUMP SUM	\$10,000.00	\$10,000.00
<b>SUPPLEMENTAL BID ITEMS (SUBTOTAL)</b>						<b>\$235,000.00</b>
<b>BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL</b>						<b>\$1,820,431.00</b>

20. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS. The Engineer is authorized to act on behalf of the awarding authority in any matters requiring consent, notice or hearing in order to substitute materials or equipment specified or to substitute subcontractors.

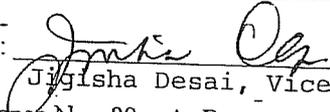
BY:   
 Janet Wolf  
 Chair, Board of Supervisors  
 of the County of Santa Barbara,  
 State of California

CONTRACTOR

GRANITE CONSTRUCTION COMPANY

P.O. BOX 50085

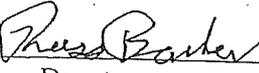
WATSONVILLE, CA 95077

BY:   
 Jigisha Desai, Vice President  
 License No. 89 A, B

IRS No. 94-0519552

ATTEST:

Chandra L. Wallar  
 Clerk of the Board

BY:   
 Deputy

Business Type Check Only One:

Corporation

Partnership

Sole Proprietorship

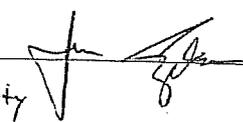
APPROVED AS TO FORM:

Dennis Marshall  
 County Counsel

BY: 

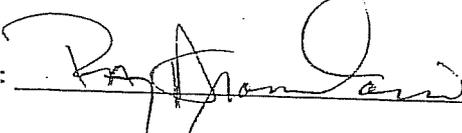
APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, C.P.A.  
 Auditor-Controller

BY:   
 Deputy

APPROVED AS TO FORM:

Ray Aromatorio  
~~Risk Program Administrator~~ RISK MANAGER

By: 

Fiscal Responsibility \_\_\_\_\_

Dept.	Division	Subdivision	Program	Org Unit	Fund	Account	Area
054	02	C1	2830	0600	0017	7510	3042

DEBARMENT AND SUSPENSION CERTIFICATION  
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency:

Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years:

Does not have a proposed debarment pending; and

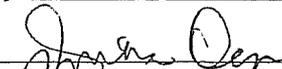
Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years

If there are any exceptions to this certification, insert the exception, in the following space.

No Exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate to whom it applies, initiating agency, and dates of action.

Company: GRANITE CONSTRUCTION COMPANY

By: 

Title: Jigisha Desai, Vice President

Date: November 3, 2010

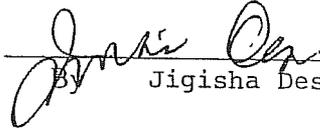
Note: Providing false information may result in criminal prosecution or administrative sanctions.  
(Please return this completed form with your Agreement, Bonds and Certificates of Insurance)

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

  
By Jigisha Desai

Vice President

Title

November 3, 2010

Date

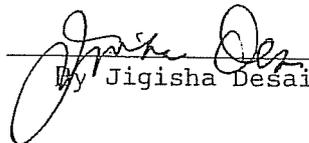
CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

In accordance with the provisions of Section 1860 and 1861 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his employees. Each Contractor to whom a public works contract is awarded shall sign the following certification prior to performing the work of the contract:

"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

  
By Jigisha Desai

Vice President

Title

November 3, 2010

Date

(Please return this completed form with your Agreement, Bonds and Certificates of Insurance.)

NONCOLLUSION DECLARATION  
Per § 7106 of the Public Contract Code

CONSTRUCTION OF THE  
EL EMBARCADERO  
ENHANCEMENT PROJECT  
PHASE I

COUNTY PROJECT NO. 310312 U

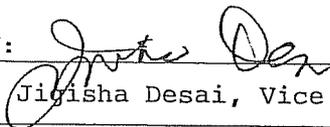
BID OPENING DATE: SEPTEMBER 30, 2010

The bid, contract or other submittal of the contractor identified below in connection with the forgoing project is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; the bid is genuine and not collusive or sham; the bidder has not directly induced or solicited any other bidder to put in a false or sham bid and has not directly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; the bidder has not, in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; all statements contained in the bid are true; and, further the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the elements thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under the penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Date: November 3, 2010

GRANITE CONSTRUCTION COMPANY  
Principal Officer of

BY:   
Jigisha Desai, Vice President

585 W. Beach Street

Watsonville, CA 95076

\_\_\_\_\_  
(Name and Address of Contractor)

## UNLAWFUL DISCRIMINATION

The Board of Supervisors of the County of Santa Barbara do ordain as follows:

### SECTION 1.

A new article is hereby added to Chapter 2 of the Santa Barbara Code reading as follows:

### ARTICLE XIII. UNLAWFUL DISCRIMINATION, COUNTY CONTRACTS

#### Sec. 2-94. Exceptions

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America. (Ord. 2946, § 1)

#### Sec. 2-95. Prohibition of Unlawful Discrimination in Employment Practices.

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and services entered into by the County of Santa Barbara or by its joint powers agencies or agents with the consent of the other parties (hereinafter called "contractor") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the contractor is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules or regulations which may now or hereinafter specifically prohibit such discrimination on grounds as race, religion, sex, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such findings may only be made after Contractor has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing Contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the County. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, Contractor may move in the appropriate court of law for damages and/or to compel specific performance of a contract or agreement if any of the above procedures are not afforded the contractor. If Contractor is not found to have engaged in unlawful discriminatory practices, County shall pay all costs and expenses of such hearing, including reasonable attorneys' fees to Contractor in accordance with current Santa Barbara Superior Court schedule of attorneys' fees for civil trials. If Contractor is found to have engaged in such unlawful discriminatory employment practices, Contractor shall pay all costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the contractor shall forthwith reimburse the county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid to contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not signatory to the contract or agreement) including employees past or present, or applicants for employment to contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to, employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable times and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to contractor reasonably prior to the time contractor is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agents of the county. No records or copies of such records may be removed from the premises of contractor and no disclosure, oral or written record, may be made to third parties except as provided within the agreement. Provided, however, that in the event of a hearing to determine whether or not contractor is engaging in unlawful discrimination in employment practices as defined herein, the board of supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available at the hearing.

Failure to fully comply with any of the forgoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or have contracts for goods or services with the county shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara. (Ord. No. 2946, § 1; Ord. No. 2993, § 1; Ord. No. 3018, § 1)

#### Sec. 2-95.5 Exceptions.

Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the county affirmative action officer. Loss of such approval shall be immediately reported by such party to the county affirmative action officer.

Sec. 2-96 Purchase Orders.

Purchase orders shall contain the following clause as grounds for termination of such purchase order.

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the state Fair Employment Practice Commission or federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

Sec. 2-97. Affirmative Action Officer.

At the discretion of the county affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated, reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the state Fair Employment Practices Commission or the federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, county counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred so are being carried on, then the affirmative action officer shall forthwith present the entire matter to the board of supervisors of the county, together with all damages, costs and expenses related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara. (Ord. No. 2946, § 1)

**Contract summary Form:**

BC-            -11- 058 -           

Complete the information below, print this form, obtain the signature of the authorized department representative and submit this form to the Clerk of the Board with the contract package.

D1.	Fiscal Year.....	:	2010/2011
D2.	Budget Unit Number.....	:	054
D3.	Requisition Number.....	:	
D4.	Department Name.....	:	Public Works (Engineering Division)
D5.	Contact Person.....	:	Christopher Sneddon
D6.	Phone Number.....	:	568-3047
<hr/>			
K1.	Contract Type.....	:	Construction
K2.	Brief Summary of Contract Description or (Title).....	:	CONSTRUCTION OF THE EL EMBARCADERO ENHANCEMENT PROJECT PHASE 1
K3.	Original Contract Amount (Gross Amount).....	:	1,923,952.55
K4.	Contract Begin Date (First Working Day).....	:	NOVEMBER 15, 2010
K5.	Not withstanding the provisions in Sections 8-1.05 and 8-1.06 of the Standard Specifications the Original Contract End Date will be (Last Working Day).....	:	MARCH 7, 2011
K6.	This Amendment Number.....	:	
K7.	Total Previous Amendments.....	:	
K8.	This Amendment Amount.....	:	
K9.	Revised Total Amount.....	:	
K10.	Revised End Date (Last Working Day).....	:	
K11.	Departmental Project Number.....	:	310312 U
<hr/>			
B1.	Is this a Board Contract (Yes/No).....	:	YES
B2.	Number of Workers Displaced.....	:	None
B3.	Number of Competitive Bids.....	:	EIGHT (8)
B4.	Lowest Responsible Bid Amount.....	:	1,820,431.00
B5.	If Board waived bids, show agenda date.....	:	
B6.	If Board waived bids, show agenda item number.....	:	
B7.	Boilerplate Contract Text Unchanged.....	:	Approved Public Works Engineering Section Construction Contract
<hr/>			
F1.	Encumbrance Transaction Code.....	:	
F2a.	Current Year Encumbrance Amount.....	:	1,923,952.55
F2b.	Current Year Encumbrance Amount.....	:	
F3.	Department Number.....	:	054
F4.	Division Number (If Applicable).....	:	02
F5.	Subdivision Number (If Applicable).....	:	CI
F6.	Program.....	:	2830
F7a.	Org. Unit (If Applicable).....	:	0600
F7b.	Org. Unit (If Applicable).....	:	
F8.	Fund Number.....	:	0017
F9a.	Account Number.....	:	7510
F9b.	Account Number.....	:	
F10.	Area.....	:	3042
F11.	Cost Center number (If Applicable).....	:	
F12.	Payment Terms.....	:	Net 30
<hr/>			
V1.	Auditor Vender Number.....	:	
V2.	Payee/Contractors Name.....	:	GRANITE CONSTRUCTION COMPANY
V3.	Mailing Address.....	:	P.O. BOX 50085
V4.	City.....	:	WATSONVILLE
V5.	State.....	:	CA
V6.	Zip (include +4 if known).....	:	95077
V7.	Company Telephone Number.....	:	(831) 724-1011
V8.	Federal Tax ID (EIN or SSN).....	:	94-0519552
V9.	Contact Person.....	:	LEW VENEGAS
V10.	Contact Person's Telephone Number.....	:	(805) 964-9951
V11.	Workers Comp Insurance Expiration Date.....	:	
V12.	General liability Insurance Expiration Date.....	:	
V13.	Contractor's License Number and Type.....	:	89 A, B
V14.	Professional License Number and Type.....	:	
V15.	Verified By.....	:	
V16.	Company Type.....	:	CORPORATION
V17.	Accounting Contact Person and Phone.....	:	Mark Paul (805) 568-3016

This information has been reviewed and is complete and accurate as presented. Concurrences as required by signature on the contract signature page.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

# Budget Revision Request

BJE 0001206  
Budget Journal Entry #

Gov. Code Sec. 29125 & 29130

JE  
Related Journal Entry #

**Subject / Title:** Provide a short description for this budget revision request. For example: "Designate funds for ..."

Public Works - Roads: Increase revenue from Redevelopment Agency bond proceeds within the Roads-Capital Infrastructure Fund for the Embarcadero Street Improvement Project expenditures (\$1,285,000).

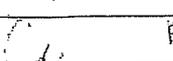
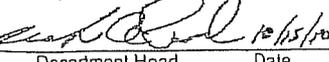
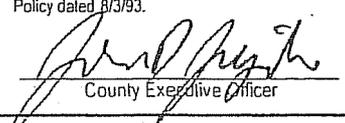
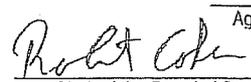
**Justification:** For all changes: explain what the change is for and why it is needed. Attach additional justification, board Letters or spreadsheets, if appropriate. When moving Appropriation: explain why it's available. When Revenue is adjusted: explain the reason for the increase or decrease. For adjustments to General Fund Contingency: explain why no other alternative funding source is available.

This budget revision will provide the funds for the combined Storm Drain Improvement Project with the Embarcadero Street Improvement Project. The Redevelopment Agency has already budgeted and funded these projects with bond proceeds in Fund 3107.

## Financial Summary

	Department / Fund 054 / 0017	Department / Fund /	Department / Fund /	Department / Fund /
Increase or (Decrease) in Appropriation for / Uses:				
Salaries & Benefits	00	00	00	00
Services & Supplies	1,285,000   00	00	00	00
Other Charges	00	00	00	00
Fixed Assets	00	00	00	00
Other Financing Uses	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Sources:				
Revenue	1,285,000   00	00	00	00
Other Financing Sources	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Effect on Contingency / RE	-   00	00	00	00

20 OCT 18 PM 2:13  
 10/15/2010 2:13 PM  
 10/15/2010 2:13 PM

Departmental Authorization	Auditor-Controller	CEO's Recommendation	Board of Supervisor's Action
 Department Head Date  Department Head Date Department Head Date	Budget Journal Entry and Related Journal Entry if applicable Approved as to Accounting Form.  Auditor-Controller	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove Date: 10/15/2010 Transfer/Revision in Accordance with Board Policy dated 8/3/93.  County Executive Officer	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved Date: 10-26-10 Agenda Item: A-18  Clerk of the Board of Supervisors

# Budget Journal Entry

Document Number: BJE - 0001206 Batch ID: 1260954  
 Document Description: Embarcadero Project/Storm Drain Impr. Processed On:  
 Post On: Processed By:

**References**

Audit Trail:

**Accounting**

Fund	Dept	GL Accl	LI Accl	Debit Amount	Credit Amount	Prog	OUnit	Proj	Budget Period	Description
0017	054	2420	4840	500,000.00		2830	0600	310312	201103	Additional fund from RDA to Embarcadero Project
0017	054	2420	4840	785,000.00		2830	0600	310312	201106	Additional fund from RDA to Embarcadero Project
0017	054	2530	7510		785,000.00	2830	0600	310312	201106	Additional fund from RDA to Embarcadero Project
0017	054	2530	7510		500,000.00	2830	0600	310312	201103	Additional fund from RDA to Embarcadero Project
				<b>Total</b>	<b>1,285,000.00</b>					
					<b>1,285,000.00</b>					

**Signatures**

Signed By: \_\_\_\_\_ Signed On: \_\_\_\_\_ Department/Agency: \_\_\_\_\_  
 Mark Paul 10/15/2010 11:35:03 AM 054 - Public Works

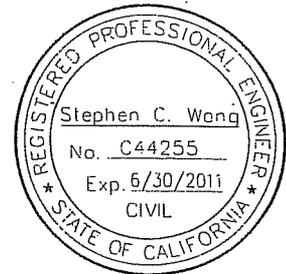


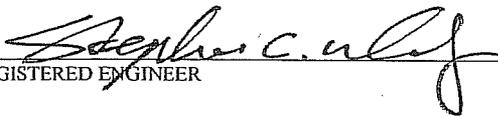
COUNTY OF SANTA BARBARA  
DEPARTMENT OF PUBLIC WORKS  
SPECIAL PROVISIONS  
FOR

CONSTRUCTION OF THE  
EL EMBARCADERO  
ENHANCEMENT PROJECT  
PHASE I

COUNTY PROJECT NO. 310312 U

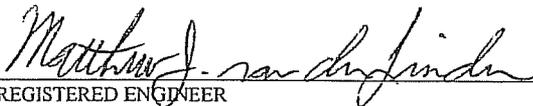
The Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer.



  
REGISTERED ENGINEER

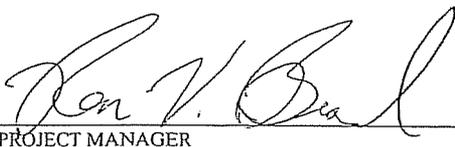
8/5/10  
DATE



  
REGISTERED ENGINEER

8/5/10  
DATE



  
PROJECT MANAGER

8/5/10  
DATE

FOR CHRIS SNEEDON :

Walter P. Rubalcawa  
APPROVAL RECOMMENDED - ENGINEERING MANAGER

8/18/2010  
DATE

[Signature]  
APPROVED BY DIRECTOR OF PUBLIC WORKS

8/19/2010  
DATE

[Signature]  
APPROVED - JANET WOLF - CHAIR BOARD OF SUPERVISORS

11-12-2010  
DATE





BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

2010 OCT 15 PM 4: 26

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

COUNTY OF SANTA BARBARA  
CLERK OF THE  
BOARD OF SUPERVISORS

Department Name: Public Works  
Department No.: 054  
For Agenda Of: October 26, 2010  
Placement: Administrative  
Estimated Tme: N/A  
Continued Item: No  
If Yes, date from:  
Vote Required: 4/5

**TO:** Board of Supervisors  
**FROM:** Department Director Scott McGolpin, Public Works Department, 568-3010  
Contact Info: Dacé Morgan, Deputy Director – Transportation, 568-3064  
**SUBJECT:** Construction of El Embarcadero Enhancement Project - Phase 1, County Project No. 310312U

**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Other Concurrence: Risk Management**

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

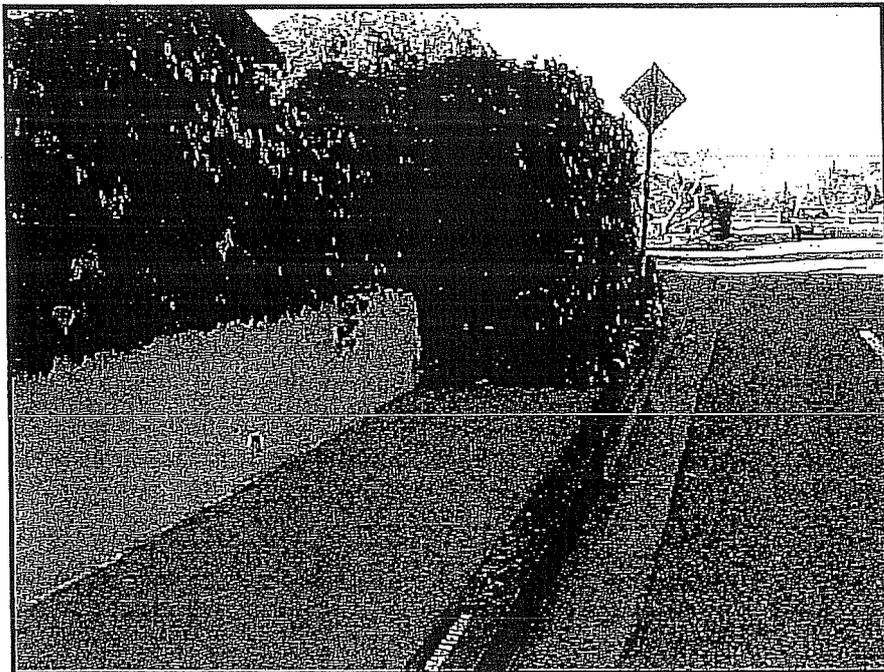
- A. Approve the plans and specifications for the Construction of El Embarcadero Enhancement Project - Phase 1, County Project No. 310312U;
- B. Award the construction contract for \$1,820,431.00 to the lowest responsive bidder, Granite Construction Company, Inc. (a local vendor), Post Office Box 6744, Santa Barbara, California 93160, subject to the provisions of documents and certification, as set forth in the plans and specifications applicable to the project, and as required by law;
- C. Approve and authorize the Chair to execute the construction contract upon return of the Contractor's executed contract documents, and the review and approval of County Counsel, Auditor-Controller, Risk Manager or their authorized representatives; and
- D. Approve a contingency fund of \$103,521.55 for the Construction of El Embarcadero Enhancement Project - Phase 1, County Project No. 310312U.
- E. Approve the attached budget revision #0001206 for \$1,285,000. (4/5 Vote Required)

**Summary Text:**

On Thursday, September 30, 2010, Public Works opened eight bids for the Construction of El Embarcadero Enhancement Project - Phase 1, County Project No. 310312U. Granite Construction Company, Inc. submitted the lowest responsive bid for \$1,820,431.00. This amount is 14% below the Engineer's Estimate. The second and third low bids were within 9% and 11% of the low bid, respectively. The Department attributes these low bids to the current favorable bidding climate. Public Works staff has analyzed the bid and determined that it is responsive and reasonable, and recommends awarding this contract to Granite Construction Company, Inc.

This first phase of a two-phase project is located in Isla Vista along Embarcadero Del Mar (EDM), Embarcadero Del Norte (EDN), El Embarcadero and within the El Embarcadero Underground Utility District (which includes parcels on the connector streets of Sabado Tarde Road, Del Playa Drive (DP) and El Nido Lane). The first phase of the project includes the relocation of the overhead utilities underground as ordered by Board Resolution No. 10-030, upgrading the existing storm drain along El Embarcadero, installing a new storm drain system between the recent Pardall Road Improvement project and the upgraded El Embarcadero system, related pavement, concrete sidewalks, driveways and curb ramp improvements.

This first phase will also include the removal of the existing curb, gutter and any existing sidewalks along the westerly side El Embarcadero narrowing the existing pavement by 4-feet to allow for 8-foot sidewalks and street trees. Street trees will be installed as part of Phase 2. Phase 2 also consists of reconstructing the curb, gutter and sidewalks along both sides of the road, narrowing the roadway to two, 11-foot paved traffic lanes, two, 5-foot bike lanes, and 8-foot sidewalks. Construction of Phase 2 is expected to begin in summer 2011.



**El Embarcadero – Existing Conditions (Looking North)**

The traffic control plan (TCP) for this project includes closing El Embarcadero between El Nido and DP to through traffic for the duration of the project. Public Works will establish a detour to route traffic around El Embarcadero by removing the existing islands at the intersection of DP and Camino Pescadero. This will become an all-way stop and remain open once the project is complete. Resolution 69-697 (approved 12/29/1969) provides for the 3-way stop at this location. In addition, El Embarcadero will become a one-way road south of Sabado Tarde to provide access to El Nido, a one-way street that loops around and connects to the eastern end of Sabado Tarde Road. Ten feet of paved roadway along the easterly side of El Embarcadero is included in the TCP to provide pedestrian and bicycle access to DP. Short-term detours, lane closures and flaggers will be required as part of the new storm drain construction as it progresses up EDM & EDN to Pardall Road. At the end of each working day, steel plates will cover all open trenching. The Department will notify emergency response services, primary landowners and will use portable, changeable message signs to notify the traveling public.

Eighty (80) working days are allotted for this construction project. Construction is scheduled to begin on November 15, 2010, and finish in late February 2011, weather permitting.

This project was bid in accordance with the Public Contract Code, which requires the award to the lowest responsible bidder.

**Background:**

On February 16, 2010, the Board approved the Categorical Exemption, pursuant to the County's California Environmental Quality Act (CEQA) guidelines, and authorized the Director of Public Works to advertise the Construction of El Embarcadero Improvement Project.

The 2010/2015 Capital Improvement Plan includes this project on page B-202.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
Redevelopment Agency (RDA)			\$2,690,372.55
Federal			
Other:			
Total	\$ -	\$ -	\$2,690,372.55

Narrative:

A Public Works Department budget revision request (0001206) is attached to this letter. The original project budget of \$1,405,372.55 covered one phase of this multi-phased project. Increasing the budget by \$1,285,000.00 allows for completion of two phases at once.

The budget revision includes the construction contract cost of \$1,923,952.55 as well as \$766,420 for associated project costs such as Construction Engineering and the undergrounding of the Verizon, Cox Communication and SCE overhead lines, for a project total of \$2,690,372.55.

Funds will be budgeted for this project in FY 2010/2011, Department 054, Fund 0017, Org Unit 0600, Program 2830, Account 7510.

**Staffing Impacts:**

**Legal Positions:**

None

**FTEs:**

None

**Special Instructions:**

Please provide a certified stamped Minute Order approving these actions to the Public Works Department, Transportation Division, Engineering Section, Attention: Beverly Cross, ext. 3094.

**Attachments:**

Draft Contract - Construction of El Embarcadero Enhancement Project - Phase 1, County Project No. 310312U

Budget Revision Form

**Authored by:**

Ron Bensel (Project Manager), Public Works Department, Transportation Division, Engineering Section, 568-3311.



County of Santa Barbara  
BOARD OF SUPERVISORS

Minute Order  
October 26, 2010

Present: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Gray, and Supervisor Centeno

PUBLIC WORKS

File Reference No. 10-00936

RE: Consider recommendations regarding construction of the El Embarcadero Enhancement Project, Phase 1, County Project No. 310312U, Third District, as follows: (4/5 Vote Required)

- a) Approve the plans and specifications for the construction of the El Embarcadero Enhancement Project, Phase 1;
- b) Award the Construction Contract in the amount of \$1,820,431.00 to the lowest responsive bidder, Granite Construction Company, Inc. (a local vendor), Post Office-Box 6744, Santa Barbara, California 93160, subject to the provisions of documents and certification, as set forth in the plans and specifications applicable to the project, and as required by law;
- c) Approve and authorize the Chair to execute the Construction Contract upon return of the Contractor's executed contract documents, and the review and approval of County Counsel, Auditor-Controller, Risk Manager or their authorized representatives;
- d) Approve a contingency fund in the amount of \$103,521.55 for the construction of the El Embarcadero Enhancement Project, Phase 1; and
- e) Approve Budget Revision No. 0001206 in the amount of \$1,285,000.00.

A motion was made by Supervisor Carbajal, seconded by Supervisor Farr, that this matter be Acted on as follows:

- a) and b) Approved;
- c) Approved; Chair to execute; and
- d) and e) Approved.

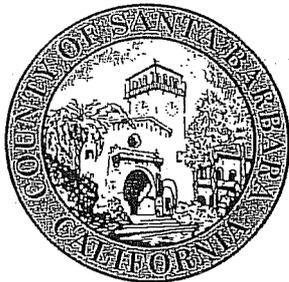
Ayes: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Gray, and Supervisor Centeno

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink, of the Clerk of the Board of Supervisors.

Clerk of the Board, Santa Barbara County, California  
Date 10/28/10 by Deputy: Robert Cole



COUNTY OF SANTA BARBARA  
PUBLIC WORKS DEPARTMENT  
123 East Anapamu Street  
Santa Barbara, CA 93101  
805\568-3000 FAX 805\568-3019



SCOTT D. MCGOLPIN  
Director

OCTOBER 26, 2010

GRANITE CONSTRUCTION COMPANY  
P.O. BOX 50085  
WATSONVILLE, CA 95077

RE: CONSTRUCTION OF THE EL EMBARCADERO ENHANCEMENT PROJECT PHASE I  
Project No. 310312 U

To Whom It May Concern:

On Tuesday, OCTOBER 26, 2010, the Board of Supervisors awarded the above referenced project to your company. Transmitted herewith are three copies of the Agreement, two copies of the Performance and Payment Bonds, and one copy of the Certificate Of Insurance Transmittal Form.

Please execute and return all copies to this office, along with the necessary Insurance Certificates, within eight (8) working days, not including Saturdays, Sundays, and Legal holidays, of receipt of contracts. The County of Santa Barbara must be named as an additional insured on your certificates (*A copy of the endorsement evidencing that the County has been added to the policy must be attached to the certificate of insurance*). A fully executed copy of the Agreement will be returned to you for your records.

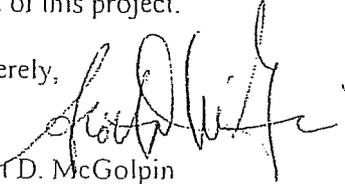
**The successful bidder must execute and return the included LOCAL AGENCY BIDDER – UDBE and DBE (Construction Contracts) INFORMATION form, even if no UDBE and DBE participation will be reported with your executed documents.**

Please transmit the Certificate Of Insurance Transmittal Form to your Insurance Company for their use. This form must be used in transmitting all insurance documents to the Department of Public Works, Attn: Transportation-Engineering.

Per Section 4, "Beginning of Work, Time of Completion, and Liquidated Damages," of the "Notice to Bidders, Special Provisions, Proposal and Contract," the first Contract working day shall be NOVEMBER 15, 2010. Please accept this letter also as your official Notice to Proceed on the above referenced project. The Contractor may upon written request begin work earlier, subject to conditions set by the County and approved in writing by the Director of Public Works.

Please contact the County's field representative, Eric Pearson, at (805) 681-5686 to coordinate and schedule the work of this project.

Sincerely,

  
Scott D. McGolpin  
Director of Public Works

SDM: pfs  
enclosure

Project Manager:   
Thomas D. Fayram, Deputy Director

AA /EEO Employer

Mark Paul, Deputy Director

Dacé B. Morgan, Deputy Director

Michael B. Emmons, County Surveyor

Mark A. Schleich, Deputy Director

PERFORMANCE BOND

Bond Nos.: 82279289 Federal  
105505382 Travelers  
09011131 F&D

KNOW ALL MEN BY THESE PRESENTS:

Premium: \$5,097.00

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 OCTOBER 26, 2010, entered into a contract identified as:

Project Title: CONSTRUCTION OF THE EL EMBARCADERO ENHANCEMENT PROJECT PHASE I  
County Project No. 310312 U  
(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 Federal Insurance Company\*

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$1,820,431.00, 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 listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business Of Insurance In The State Of California During 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

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.

\*Travelers Casualty and Surety Company of America  
Fidelity and Deposit Company of Maryland  
Jointly and Severally Liable

Executed in 2 Counterparts

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

Federal Insurance Company\*  
Surety

By J. Desai  
Jyishha Desai, Vice President

BY: Kathleen Schreckengost  
Signature of Attorney-in-fact  
Kathleen Schreckengost

DATED: November 3, 2010

15 Mt. View Road  
Warren, NJ 07059  
Address

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

AON Risk Insurance Services West, Inc.  
Name of Agent  
199 Fremont St., Ste 1500  
Address  
San Francisco, CA 94105  
City, State & Zip  
415-486-7000  
Telephone Number  
(831) 768-4021  
FAX Number

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

On November 3, 2010  
Date

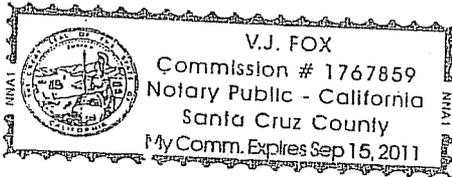
before me, V.J. Fox, Notary Public  
Here Insert Name and Title of the Officer

personally appeared Kathleen Schreckengost, Attorney in Fact  
Name(s) of Signer(s)

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.



Place Notary Seal Above

Signature \_\_\_\_\_

Signature of Notary Public

V.J. Fox, Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

PAYMENT BOND

Bond Nos.: 82279289 Federal  
105505382 Travelers  
09011131 F&D

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 OCTOBER 26, 2010, entered into a contract identified as:

Project Title: CONSTRUCTION OF THE EL EMBARCADERO ENHANCEMENT PROJECT PHASE I  
County Project No. 310312 U  
(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 Federal Insurance Company\*

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$1,820,431.00, 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 listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business Of Insurance In The State Of California During 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

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 3181 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 3247) 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 3181 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.

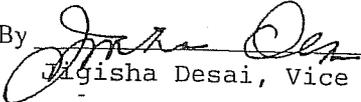
\*Travelers Casualty and Surety Company of America  
Fidelity and Deposit Company of Maryland  
Jointly and Severally Liable

Executed in 2 Counterparts

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.

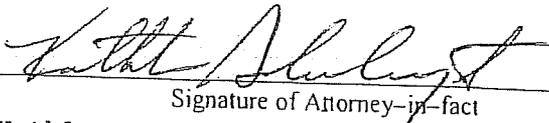
Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

GRANITE CONSTRUCTION COMPANY  
Principal

By   
Jagisha Desai, Vice President

DATED: November 3, 2010

Federal Insurance Company\*  
Surety

By:   
Signature of Attorney-in-fact  
Kathleen Schreckengost

15 Mt. View Road  
Warren, NJ 07059  
Address

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

AON Risk Insurance Services West, Inc.  
Name of Agent

199 Fremont St., Ste 1500  
Address

San Francisco, CA 94105  
City, State & Zip

415-486-7000  
Telephone Number

(831) 768-4021  
FAX Number

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

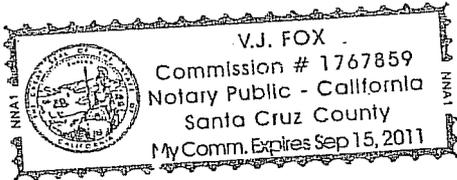
County of Santa Cruz

On November 3, 2010 before me, V.J. Fox, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Kathleen Schreckengost, Attorney in Fact  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public V.J. Fox, Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

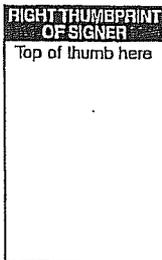
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

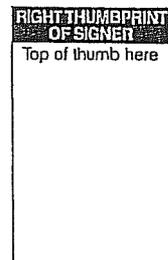
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



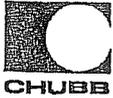
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

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 Jigisha Desai, John Gilliland, Cynthia P. Johnson, Kathleen Schreckengost, Ananya Mukherjee and Eve Perez of Watsonville, California-----

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 on behalf

in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

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 17<sup>th</sup> day of December, 2009

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this, 17<sup>th</sup> day of December, 2009

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, 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 Kenneth C. Wendel, being by me duly sworn, did depose and say that he 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 the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



STEPHEN B. BRADT  
Notary Public, State of New Jersey  
No. 2321097  
Commission Expires Oct. 25, 2014

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, 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 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 upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (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 Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, 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 Warren, NJ this

November 3, 2010



Kenneth C. Wendel, 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 ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@ chubb.com



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 221864

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint John D. Gilliland, Jigisha Desai, Ananya Mukherjee, Cynthia P. Johnson, and Kathleen Schreckengost of the City of Watsonville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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.

On behalf of Granite Construction Incorporated and all Subsidiaries alone or in Joint Venture.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of December, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 7th day of December, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, 2011.



[Signature]
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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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

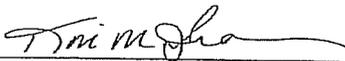
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is 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, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this November 3, 2010

  
Kori M. Johanson, Assistant Secretary



*To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.*

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by FRANK E. MARTIN, JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the next page hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Jigisha DESAI, Ananya MUKHERJEE, Cynthia P. JOHNSON, Kathleen SCHRECKENGOST and John D. GILLILAND, all of Watsonville, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings issued on behalf of Granite Construction Incorporated, Watsonville, California and all subsidiaries alone or in a joint venture, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if it had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, MD, in their own proper persons. This power of attorney revokes that issued on behalf of Jigisha DESAI, John D. GILLILAND, Ananya MUKHERJEE, Eve PEREZ dated March 4, 2009.

The said Assistant Secretary does hereby certify that the extract set forth on the next page hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, as of this 1st day of December, A.D. 2009.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

ATTEST:



*Eric D. Barnes*

*Frank E. Martin, Jr.*

*Eric D. Barnes* Assistant Secretary

*Frank E. Martin, Jr.* Vice-President

State of Maryland }  
County of Baltimore } ss:

On this 1st day of December, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN, JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

*Constance A. Dunn* Notary Public  
My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President or any Vice President that is specially authorized by the Board of Directors or the Chairman in concurrence with the Corporate Secretary, shall have the power, by and with the concurrence of the Secretary, to appoint Attorney-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President or any Vice President that is specially authorized by the Board of Directors or the Chairman in concurrence with the Corporate Secretary, shall have the power, by and with the concurrence of the Secretary, to appoint Attorney-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, at a meeting duly called and held on the 10<sup>th</sup> day of May, 1990, and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Companies on November 3, 2010



*Gerald F. Haley*

Gerald F. Haley

Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/01/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0056172 Sherry and Hudson 75 Auto Center Dr. P.O. Box 2690 Watsonville, CA 95076	1-831-724-3841	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C, No):
INSURED GRANITE CONSTRUCTION COMPANY P.O. BOX 50085 WATSONVILLE, CA 95077	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: VALLEY FORGE INS CO	20508	
	INSURER B: CONTINENTAL CAS CO	20443	
	INSURER C: WESTCHESTER FIRE INS CO	21121	
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 18164469 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	GL 2074978689	10/01/09	10/01/12	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contractual Liability	X	X	BUA 2074978692	10/01/09	10/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			L 2068209453	10/01/10	10/01/11	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 9,000,000 FOLLOWS FORM \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC 274978630 (CA) WC 274978644 (AOS)	10/01/09 10/01/09	10/01/12 10/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	EXCESS LIABILITY			G220091260-06	10/01/10	10/01/11	PER OCC \$ 8,000,000 AGGREGATE \$ 8,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
JOB #207124 EL EMBARCADERO ENHANCEMENT PROJECT PHASE I  
COUNTY OF SANTA BARBARA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE NAMED ADDITIONAL INSURED  
PER THE ATTACHED ENDORSEMENTS (G-140331-B)

AL PER ISO FORM CG0001 10/01; AL PER ISO FORM CA0001 03/06

CERTIFICATE HOLDER 07124 COUNTY OF SANTA BARBARA PUBLIC WORKS DEPARTMENT 23 EAST ANAPAMU STREET SANTA BARBARA, CA 93101-2065 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
11/01/2010

NAME OF INSURED: GRANITE CONSTRUCTION COMPANY



POLICY NUMBER: GL 2074978689

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE (OPTIONAL)**

**Name of Additional Insured Person(s)  
Or Organizations**

(As required by written contract/agreement per Paragraph A. below.)

**Location(s) of Covered Operations**

(As per the written contract/agreement, provided the location is within the "coverage territory" of this Coverage Part.)

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

- A. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s), including any person or organization shown in the Schedule above, whom you are required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided:
- a. The written contract or written agreement was executed prior to:
    1. The "bodily injury" or "property damage"; or
    2. The offense that caused the "personal and advertising injury"
 for which the additional insured seeks coverage under this Coverage Part; and
  - b. The written contract or written agreement pertains to your ongoing operations or "your work" for the additional insured(s).
- B. The insurance provided to the additional insured is limited as follows:
1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
    - a. Your acts or omissions; or
    - b. The acts or omissions of those acting on your behalf
 in the performance of your ongoing operations for the additional insured(s) or
  - c. "Your work" that is included in the "products-completed operations hazard" and performed for the additional insured, but only if this Coverage Part provides such coverage, and only if the written contract or written agreement requires you to provide the additional insured such coverage.
  2. However, we will not provide the additional insured any broader coverage or any higher limit of insurance than the least of those:
    - a. Required by the written contract or written agreement;
    - b. Described in B.1. above; or
    - c. Afforded to you under this policy.
  3. This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract or agreement requires this insurance to be primary. In that event, this insurance will be primary relative to insurance which covers the additional insured as a named insured. We will not require contribution from such insurance if the written contract or written agreement also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.



4. The insurance provided to the additional insured terminates when your operations for the additional insured are complete. But if the written contract or written agreement specifies a date until which this insurance must apply, then this insurance terminates:

- a. On the date specified in the written contract or written agreement; or
- b. When this policy expires or is cancelled, whichever occurs first.

C. With respect to the insurance afforded to the additional insured, the following additional exclusions apply.

This insurance does not apply to:

- 1. "Bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.
- 2. "Bodily injury," "property damage," or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

D. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- 1. The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part;
- (3) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part; and
- (4) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit."

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- 2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary and non-contributory except when rendered excess by this endorsement, or when Paragraph b. below applies.

- E. The provisions of the written contract or written agreement do not in any way broaden or amend this Coverage Part.



POLICY NUMBER: GL 2074978689

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following form:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Severability of Interest**

The insurance afforded by this policy applies severally as to each insured except that the inclusion of more than one insured shall not operate to increase the limit of the Company's liability.

**Waiver of Subrogation**

The Company waives any right of recovery the Company may have against the person or organization shown in the Schedule because of payments the Company makes for injury or damage arising out of the named insured's work done under a contract with that person or organization.

Schedule

Name of Person or Organization: Any person or organization with whom the named insured agrees in writing prior to the date of any loss to waive the named insured's right to recover against them.

**Notice of Cancellation**

In the event of cancellation or material change that reduces or restricts the insurance afforded by the Commercial General Liability Coverage Part, the Company agrees to mail prior written notice of cancellation or material change to the person or organization named in the Schedule.

Schedule

Name: Any person or organization the named insured is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason



For All the Commitments You Make<sup>®</sup>

Policy Number: BUA 2074978692

Valley Forge Insurance Company

This endorsement modifies insurance provided under the following form:

**ADDITIONAL INSURED**

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**SCHEDULE**

**Additional Insured:**

**Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.**

Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only for "bodily injury" or "property damage" resulting from the operation of an "auto" owned or used by the Named Insured.

**Primary Wording**

The coverage afforded to the additional insured shall operate as **primary insurance**, and no other insurance maintained by the additional insured shall be called on to contribute to a loss hereunder but only if the written contract requires that this insurance be primary and non-contributory.

**Severability of Interest**

The insurance afforded by this policy **applies severally** as to each insured except that the inclusion of more than one insured shall not operate to increase the limit of the Company's liability.

**Waiver of Subrogation**

The Company waives any right of recovery the Company may have against the person or organization shown in the Schedule because of payments the Company makes for injury or damage arising out of the named insured's activities under a contract with that person or organization.

Schedule

Name of Person or Organization: Any person or organization with whom the named insured agrees in writing prior to the date of any loss to waive the named insured's right to recover against them.

**Notice of Cancellation**

In the event of cancellation or material change that reduces or restricts the insurance afforded by the Business Auto Coverage Form, the Company agrees to mail prior written notice of cancellation or material change to the person or organization named in the Schedule.

Schedule

Name: Any person organization the named insured is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason

Notice of Cancellation

In the event of cancellation or other material change of the Workers' Compensation and Employers' Liability Insurance policy, the insurer will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule. This endorsement does not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name: Any person or organization the employer named in Item 1 of the Information Page is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice:

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

It is agreed that Part One – Workers Compensation Insurance G. Recovery From Others and Part Two – Employers Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

Endorsement Effective: 10/01/09

Policy No. WC274978630 (CA)

Insurance Company: Valley Forge Insurance Co

G-19160-B  
(ED. 11/97)

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in item 3.A of the information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Person or Organization:

Any person or organization for whom the named insured has agreed by written contract prior to date of any loss to furnish this waiver

This endorsement changes the policy to which is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparations of the policy.)

Endorsement Effective: 10/01/09

Policy No. WC 274978644

Insurance Company: Valley Forge Insurance Co.

WC 43 03 05  
(Ed. 7-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – ALL OTHER STATES

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Person or Organization:

Any person or organization for whom the named insured has agreed by written contract prior to the date of any loss to furnish this waiver

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. The information below is required only when this endorsement is issued subsequent to preparation of the policy.

Endorsement Effective: 10/1/09

Policy No. WC274978644

Insurance Company: Valley Forge Insurance Company

Endorsement Effective: 10/1/09

Policy No WC274978658 (NY Only)

Insurance Company: Transportation Insurance Company

WC 000 313  
(Ed-4-84)

**Exhibit 15-G1 Local Agency Bidder UDBE Commitment (Construction Contracts)**

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

AGENCY: County of Santa Barbara LOCATION: Santa Barbara, California

PROJECT DESCRIPTION: Construction of the El Embarcadero Enhancement Project Phase I

TOTAL CONTRACT AMOUNT: \$ 1,820,431.00

BID DATE: 09/30/2010

BIDDER'S NAME: GRANITE CONSTRUCTION COMPANY

CONTRACT UDBE GOAL: 3.4%U#D#B#E

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	Cert. No. of UDBE AND EXPIRATION DATE	NAME OF UDBEs (Must be certified on the date bids are opened - include UDBE address and phone number)	DOLLAR AMOUNT UDBE
9	SAWCUTTING	#34174	PROFESSIONAL CONCRETE SAWING P.O. BOX 3348 MERCED CA 95344 209/357-2228	11,110.40
16-21	MATERIALS SUPPLIER - @ 60% HDPE PIPE	#9076 9/1/2011	TRIUMPH GEO-SYNTHETICS 1140 N ARMANDO ANAHEIM CA 92806 888/775-7545	39,148.83

**For Local Agency to Complete:**

Local Agency Contract Number: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_

Local Agency certifies that all information is complete and accurate.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Local Agency Representative

(Area Code) Telephone Number: \_\_\_\_\_

Total Claimed Participation	\$ 50,259.23
	2.76%

*Jigisha Desai*  
Signature of Bidder Jigisha Desai, Vice President

09/30/10 831-724-1011  
Date (Area Code) Tel. No.

**For Caltrans Review:**

\_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Caltrans District Local Assistance Engineer

LEW VENEGAS 805 964-9951  
Person to Contact (Please Type or Print)

Local Agency Bidder - UDBE Commitment (Rev 3/09)

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.  
(2) Copy -- Include in award package to Caltrans District Local Assistance (3) Original - Local agency files

**Exhibit 15-G2 Local Agency Bidder DBE Information (Construction Contracts)**  
 (Inclusive of all DBEs including the UDBEs listed at bid proposal)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

AGENCY: County of Santa Barbara LOCATION: Santa Barbara, California

PROJECT DESCRIPTION: Construction of the El Embarcadero Enhancement Project Phase I

TOTAL CONTRACT AMOUNT: \$ 1,820,431.00

BID DATE: 09/30/2010

BIDDER'S NAME: GRANITE CONSTRUCTION COMPANY

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
9	SAWCUTTING	#34174	PROFESSIONAL CONCRETE SAWING P.O. BOX 3348 MERCED CA 95344 209/357-2228	11,110.40
16-21	MATERIALS SUPPLIER - @ 60% HDPE PIPE	#9076	TRIUMPH GEO-SYNTHETICS 1140 N ARMANDO ANAHEIM CA 92806 888/775-7545	39,148.83

**For Local Agency to Complete:**

Local Agency Contract Number: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Local Agency Representative

(Area Code) Telephone Number: \_\_\_\_\_

Total Claimed Participation	\$ 50,259.23
	2.76 %

*Jigisha Desai*  
 Signature of Bidder Jigisha Desai, Vice President

10/6/2010 831-724-1011  
 Date (Area Code) Tel. No.

LEW VENEGAS 805 964-9951  
 Person to Contact (Please Type or Print)

**For Caltrans Review:**

\_\_\_\_\_

Print Name Signature Date

Local Agency Bidder DBE Information (Rev 3/09)

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.  
 (2) Copy -- Include in award package to Caltrans District Local Assistance  
 (3) Original - Local agency files

UNDRY BILLING INVOICE

PLEASE PAY THIS AMOUNT \$36,068.76

0010823 95001393 02/27/2012  
Account No. Invoice No. Date

Make checks payable to Southern California Gas Company

Description	Amount
MOA 81141	\$36,068.76

Cost to abandon approximately 17 feet of 2 inch medium pressure steel gas main. Replace with approximately 32 feet of 2 inch medium pressure steel gas main. Replacement will be an offset to avoid storm drop inlet and lateral. Job will require breakout/removal of necessary concrete and asphalt. Permanent repairs to sidewalk, curb/gutter, and street to follow. Per Collectible Work Authorization dated October 8, 2010. Please see attached cost schedule for detailed charges.

APPROVED FOR PYMT	WARRANTY COST (Circle one) Y N
FUND 0017	PROJECT 310312
LIACCT 1650	ACTIVITY 1052
PROGRAM 2830	AREA 3042
GAS UTIL 0600	EQUIP
Approved: <i>Ron Benschel</i>	Date: 3/5/2012

Amount due \$36,068.76

AMOUNT IS PAST DUE IF NOT PAID BY 03/28/2012.

If you have any questions, please contact Asset & Project Accounting at 213 244-3546



PLEASE RETURN THIS PORTION WHEN MAILING PAYMENT: BRING ENTIRE BILL IF PAYING IN PERSON.  
FAVOR DE REGRESAR ESTA PORCION AL ENVIAR POR CORREO: TRAIGA TODO EL RECIBO SI PAGA EN PERSONA.

UNDRY BILLING INVOICE

PLEASE PAY THIS AMOUNT \$36,068.76

Make checks payable to Southern California Gas Company

Southern California Gas Company  
ML 711D, PO Box 2007  
Monterey Park, CA 91754-0957

County of Santa Barbara  
Attn: Ron Benschel  
123 East Anapamu Street  
Santa Barbara, CA 93101

Acct 400010823  
Inv 95001393  
Date 02/27/2012

02/22/12

SOUTHERN CALIFORNIA GAS COMPANY  
COST SCHEDULE

Work Order: 81141  
Internal Order: 300649773  
Customer: City of Santa Barbara

AMOUNT

TOTAL COMPANY LABOR \$ 34,199.41

TOTAL MATERIALS 1,978.41

TOTAL THIRD PARTY CHARGES 6,629.84

TOTAL PAVING, PERMIT & OTHER 9,753.10

TOTAL COSTS 52,560.76

ITCCA -

SUBTOTAL 52,560.76

CUSTOMER DEPOSIT (16,492.00)

AMOUNT DUE \$ 36,068.76

# MEMORANDUM

Date: December 15, 2010

To: Dace Morgan, Deputy Director  
Department of Public Works  
Transportation Division/Construction

Re: El Embarcadero Rd Enhancement  
County Project No. 310312U

C.C.O. No. 1     <45,248.00>     Contractor: Granite Construction Co., Inc.

This change order provides for the following;

Contractor will construct two drain inlets on El Embarcadero Del Norte next to Pardall Road as part of the connection to existing drain pipes that were installed as part of Pardall Road Enhancement Project.

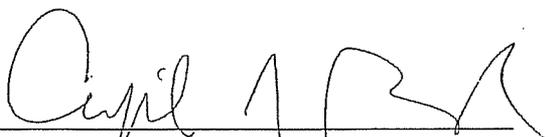
Savings to the contract are made by the deletion of the Slurry Seal item that intended to improve and maintain existing road conditions within project limits, this task will be postpone and it will be taking care of during summer time under another county project.

An adjustment in contract time is provided for this change order, 5 working days have been granted.

Accumulated Totals:	<u>This Change Order</u>	<u>Inc. Original &amp; Supplementals</u>
Estimate of Cost:		
Contract Items:	\$ < 45,248.00 >	\$ < 45,248.00 >
Force Account:	\$ 0.00	\$ 0.00
Agreed Price:	\$ 0.00	\$ 0.00
Adjustment:	\$ 0.00	\$ 0.00
Total:	<u>\$ &lt; 45,248.00 &gt;</u>	<u>\$ &lt; 45,248.00 &gt;</u>

Prior Concurrence: Ron Bensel, Project Engineer  
Eric Pearson, Construction Section Manager

Contingency Balance: \$103,521.55  
Including this change, the contingency balance is \$ 148,769.55

  
Resident Engineer

# MEMORANDUM

Date: March 31, 2011

To: Dace Morgan, Deputy Director  
Department of Public Works  
Transportation Division/Construction

Re: El Embarcadero Rd Enhancement  
County Project No. 310312U

C.C.O. No. 3 < \$24,570.00 >

Contractor: Granite Construction Co., Inc.

This change order provides for the following;

Contractor will construct a new drain inlet (L=10') east of Sabado Tarde instead of upgrading drop inlet at STA 15+29.10 (Trigo Rd) shown on project plan D-1.2. This change order deleted 5 items of work pertaining to water meter relocations and striping paint.

An adjustment in contract time is provided for this change order, 5 working days have been granted.

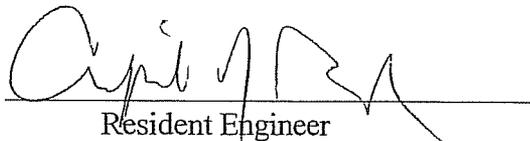
Accumulated Totals:	<u>This Change Order</u>	<u>Inc. Original &amp; Supplementals</u>
Estimate of Cost:		
Contract Items:	\$ <29,570.00>	\$ <29,570.00>
Force Account:	\$ 5,000.00	\$ 5,000.00
Agreed Price:	\$ 0.00	\$ 0.00
Adjustment:	\$ 0.00	\$ 0.00
Total:	\$ <24,570.00>	\$ <24,570.00>

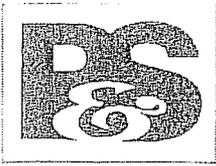
Prior Concurrence: Ron Bensel, Project Engineer  
Eric Pearson, Construction Section Manager

Contingency Balance: \$103,521.55

Previous Contingency Balance: \$ 122,851.61

Including this change, the contingency balance is \$ 147,421.61

  
Resident Engineer



# Penfield & Smith

111 East Victoria Street  
Santa Barbara, CA 93101

tel 805-963-9532  
fax 805-966-9801

www.penfieldsmith.com

Santa Barbara  
Camarillo  
Santa Maria  
Lancaster

Civil Engineering

Land Surveying

Land Use Planning

Construction  
Management & Inspection

Traffic & Transportation  
Engineering

Transportation Planning

Structural Engineering

Water Resources  
Engineering

GIS

W. O. 19139.03

December 30, 2009

Mr. Ron Bensel, PE  
County of Santa Barbara  
Public Works Department  
123 E. Anapamu Street  
Santa Barbara, CA 93101

Subject: **Additional Services Proposal for Storm Drainage Analysis and Design, Supplemental Topographic Survey, and Utility Pothole Survey Services for Southern portion of the Embarcadero Loop, County Project No. 310312**

Dear Ron:

In response to your request, we are pleased to submit this additional service proposal for providing 65%, 95% and 100% levels drainage analysis and storm drain design, supplemental topographic survey, and utility pothole survey services for southern portion of the Embarcadero Loop project in Isla Vista.

County of Santa Barbara is in the process of improving drainage and roadway for the southern portion of the Embarcadero Loop in Isla Vista including a segment of Pardall Road surrounding the park area. The project area is generally located from Pardall Road toward the south along Embarcadero Del Mar, Embarcadero Del Norte and El Embarcadero. County has authorized P&S to perform the 35% level drainage analysis and design for the Embarcadero Del Mar and Embarcadero Del Norte, and 100% level drainage analysis and design for El Embarcadero. This project will connect the proposed storm drain system to the existing storm drain stubout from Pardall Road improvements project.

You have requested that P&S to provide the following additional services:

1. Prepare the drainage analysis and design along Embarcadero Del Mar and Embarcadero Del Norte to 65%, 95% and 100% levels. Prepare analysis and design drainage inlets and connector pipes at the intersections of Sabado Tarde and El Nido with El Embarcadero to 65%, 95% and 100% levels.
2. Prepare supplemental topographic survey for approximately 30' long each of

7. 65%, 95% and 100% level of road and sidewalk design on Embarcadero Del Mar and Embarcadero Del Norte.
8. Any road and sidewalk design on El Embarcadero.
9. Architectural, landscape architectural, and irrigation design and coordination. Coordination with the landscape architect hired by the County.
10. Construction administration, inspection, or construction staking.
11. Other utility and lighting design other than storm drain.
12. Traffic study and report. Construction traffic control plan.
13. Permit processing and coordination with public and utility agencies. We will submit our drawings to County Public Works Department.
14. Prepare any boundary and right-of-way research, exchange and abandonment analysis, easement and documents.
15. Excess submittals per agencies' review comments beyond the above allocation. Meetings exceeding the above allocation.
16. Prepare Storm Water Pollution Prevention Plan (SWPPP) report and Notice of Intent (NOI).
17. Attend pre-bid meeting, field visit and meeting during bidding phase. We will answer contractor's RFIs and review submittals per the County's request.

#### PROPOSED FEE AND METHOD OF PAYMENT

Our proposed services will be performed on a **Time and Materials and Not to Exceed** basis. Progress billings will be submitted monthly based on the percentage of the work completed during the preceding month. Payment is due on receipt of statements (net 30 days). Our fees for the scope of services stated herein are:

65%, 95% and 100% drainage analysis and design	\$48,000
Supplemental curb & gutter survey	\$10,000
Utility pothole survey	\$ 6,000
<b>TOTAL</b>	<b>\$64,000</b>

In the event that unforeseen circumstances arise which require extra services not included in the scope of services stated herein, we will notify you of the anticipated extent and cost of such extra services.

