

RESOLUTION NO. 5387

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING A CONTRACT FOR CONSTRUCTION SERVICES WITH GRANITE
CONSTRUCTION COMPANY IN AN AMOUNT NOT-TO-EXCEED \$697,697.00 FOR
THE METZ ROAD TRAFFIC CALMING PROJECT AND AUTHORIZING THE CITY
MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF
SOLEDAD**

WHEREAS, over the years the City has received numerous requests to improve traffic safety and relieving AM peak traffic congestion along Metz between Walker and 3rd to provide a safer environment for the pedestrians around the schools in the area; and

WHEREAS, the City retained Yamabe & Horn Engineering, our On-Call Traffic Engineer, to complete the design and apply for Regional Surface Transportation Program (RSTP) Competitive Grants through TAMC; and

WHEREAS, as a result of Yamabe and Horn's design and RSTP application, the City was successful in obtaining \$516,800 in RSTP Competitive funding towards the project; and

WHEREAS, on September 7, 2016, Council authorized a two year agreement extension with Yamabe & Horn Engineering for on-call engineering services such as this project; and

WHEREAS, Yamabe & Horn Engineering, Inc., as the Engineer of Record for this project is well qualified oversee the construction process and general contract administration; and

WHEREAS, the City advertised, received and opened sealed bids for the Metz Road Traffic Calming Project; and

WHEREAS, the lowest responsible bid (Base Bid) was made by Granite Construction Company which staff reviewed and has verified that the bid was responsive; and

WHEREAS, funding for this project is available from RSTP Competitive Grant Funding in the amount of \$516,800.00 and the balance of \$180,897 from Gas Tax/SB1 Revenue Line Item.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Soledad that "An Agreement for construction of the Metz Road Traffic Calming Project with Granite Construction," a copy of which is attached hereto marked as **Exhibit A**, and by this reference incorporated herein, is hereby approved and the City Manager is hereby authorized and directed to execute the same on behalf of the City of Soledad.

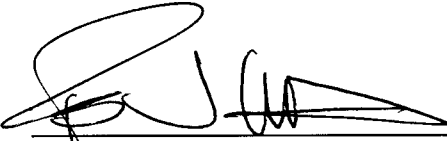
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 4th of April, 2018, by the following vote:

AYES, and in favor thereof, Councilmembers: Carla Stewart, Christopher Bourke,
Mayor Pro Tem Alejandro Chavez and Mayor Fred Ledesma

NOES, Councilmembers: None

ABSENT, Councilmembers: Velazquez

ABSTAIN, Councilmembers: None



FRED J. LEDESMA, Mayor

ATTEST:



MICHAEL McHATTEN, City Clerk

City of Soledad – Metz Road Traffic Calming Project
February 2018

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Soledad ("Owner") and GRANITE CONSTRUCTION COMPANY ("Contractor") for work on the **Metz Road Traffic Calming Project** ("Project").

The parties agree as follows:

- 1. Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on APRIL 4, 2018, Owner authorized award of this Contract to Contractor for the amount of Contractor's bid.
- 2. Contract Documents.** The Contract Documents are comprised of the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the payment and performance bonds; the General Conditions; the Supplemental General Conditions, if any; the Project drawings and specifications; the Design Standards and Standard Specifications, Department of Public Works, City of Soledad, 2007 Edition, or as amended; and Change Orders, if any.
- 3. Contractor's Services.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents, all of which are fully incorporated herein. Contractor shall provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including, but not limited to, provision of all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor also agrees to use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
- 4. Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, Owner shall pay Contractor Six Hundred Ninety Seven Thousand Six Hundred Ninety Seven and 00/100 Dollars (\$ 697,697.00) (the "Contract Price"), in accordance with the payment provisions set forth in the General Conditions.
- 5. Time for Completion.** Contractor shall fully complete the Work for the Project within **sixty (45) working days** from the date of said notification. Working days shall be based upon the Caltrans 5-day Construction Workday Calendar.
- 6. Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, Owner may assess liquidated damages in the amount of **Two Thousand and Five Hundred Dollars (\$2,500.00)** for each day of unexcused delay in completion, and the Contract Price shall be reduced accordingly.
- 7. Labor Code Compliance.** This public works Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including, but not limited to, requirements pertaining to wages, working hours and workers' compensation insurance.

8. **Workers' Compensation Certification.** Pursuant to Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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 on this Contract."
9. **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
10. **Notice.** Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by e-mail as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party shall be given as follows:

	Owner	Contractor
Name	City of Soledad	Granite Construction Company
Address	248 Main Street	580 West Beach Street
City/state/zip	Soledad, CA 93960	Watsonville, CA 95076
Phone	(831) 223-5000	831-763-6100
Fax	(831) 678-3965	831-761-1042
Attn:	Donald T. Wilcox, P.E.	Pennington B. Shortes, Area Manager
Email	DWilcox@cityofsoledad.com	Penn.Shortes@gcinc.com
Copy to:	rrabbon@yhmail.com	

11. General Provisions

- 11.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without Owner's written consent. This Contract is binding on Contractor's successors and permitted assigns.
- 11.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Supplemental General Conditions.
- 11.3 **Governing Law and Venue.** This Contract shall be governed by California law and venue shall be in the Superior Court of the County in which the Project is located, and no other place.
- 11.4 **Amendment.** No amendment or modification of this Contract shall be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 11.5 **Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or change orders thereto,

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February 2018

constitute the final, complete, and exclusive terms of the agreement between Owner and Contractor. If any provision of this Contract, or portion thereof, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract shall remain in full force and effect.

11.6 **Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party.

The parties agree to this Contract as witnessed by the signatures below:

OWNER:

City of Soledad

s/ 

Michael McHatten, City Manager
Name/Title [print]

Date: 4/16/18

CONTRACTOR:

Granite Construction Company

s/ 

Jigisha Desai, Vice President
Name/Title [print]

Date: April 12, 2018

89

Contractor's License Number(s)
5/31/2019

Expiration Date(s)

Seal:



PAYMENT BOND


The City of Soledad ("Owner") and Granite Construction Company ("Contractor") have entered into a contract, dated April 4, 2018 ("Contract") for work on the Metz Road Traffic Calming Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. Pursuant to this Bond, Contractor as principal and Travelers Casualty and Surety Company of America, its surety ("Surety"), are bound to Owner as Obligee in an amount not less than Six Hundred Ninety Seven Thousand Six Hundred Ninety Seven Dollars (\$ 697,697.00) ("Bond Sum"), pursuant to California Civil Code Sections 9550, et seq.
2. If Contractor or any of its Subcontractors fails to pay any of the persons named in California Civil Code Section 3181 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, 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 its Subcontractors, pursuant to Section 13020 of the California Unemployment Insurance Code, with respect to the work and labor, that Surety will pay for the same, and also, in case suit is brought upon the Bond, a reasonable attorney's fee, to be fixed by the court.
3. This Bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond.
4. If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations pursuant to this Bond shall be null and void. Otherwise, Surety's obligations shall remain in full force and effect.
5. Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Owner waives requirement of a new bond for any supplemental contract pursuant to Civil Code Section 9550.
6. This Bond shall be governed by California law, and any dispute pursuant to this Bond shall be venued in the Superior Court of the County in which the Project is located, and no other place. Surety shall be responsible for Owner's attorneys' fees and costs in any action to enforce the provisions of this Bond.
7. This Bond is entered into and is effective on April 12, 2018. Two (2) identical counterparts of this Bond, each of which shall be deemed an original for all purposes, are hereby executed and submitted.

City of Soledad -- Metz Road Traffic Calming Project
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SURETY:

Travelers Casualty and Surety Company of America

s/ 


Name: Ashley Stinson

Title: Attorney-in-Fact

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Granite Construction Company

s/ 

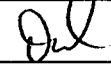
Name: Ujjisha Desai

Title: Vice President



APPROVED BY OWNER:

CITY OF SOLEDAD

s/ 

Name: Michael McHatten

Title: City Manager

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

ACKNOWLEDGMENT

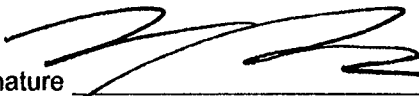
State of California
County of Santa Cruz)

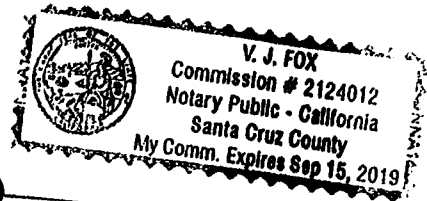
On April 12, 2018 before me, V.J. Fox, notary public
(insert name and title of the officer)

personally appeared Ashley Stinson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)
V.J. Fox, notary public



City of Soledad – Metz Road Traffic Calming Project
February 2018

PERFORMANCE BOND

The City of Soledad ("Owner") and Granite Construction Company ("Contractor") have entered into a contract, dated April 4, 2018 ("Contract") for work on the Metz Road Traffic Calming Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. Pursuant to this Bond, the Contractor as Principal and Travelers Casualty and Surety Company of America, its surety ("Surety"), are bound to Owner as Obligee for an amount not less than Six Hundred Ninety Seven Thousand Six Hundred Ninety Seven Dollars (\$ 697,697.00) (the "Bond Sum"). Contractor and Surety hereby bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.
2. If Contractor fully performs its obligations under the Contract, Surety's obligations under this Bond shall become null and void upon recordation of the notice of completion. Otherwise Surety's obligations shall remain in full force and effect. Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of Work under the Contract.
3. Upon making a demand on this Bond, Owner shall make the Contract Balance available to Surety for completion of the work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by Owner to the Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which Owner is entitled under the terms of the Contract.
4. Upon written notification from Owner that Contractor is in default, Surety shall promptly act to remedy the default through one of the following courses of action:
 - 4.1 Arrange for completion of the Work under the Contract by Contractor, with the Owner's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 4.2 Arrange for completion of the Work under the Contract by qualified contractor acceptable to Owner, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense, or
 - 4.3 Waive its right to complete the Work under the Contract and reimburse Owner the amount of Owner's costs to have the remaining work completed.
5. This Bond shall be governed by California law, and any dispute pursuant to this Bond shall be venued in the Superior Court for the County in which the Project is located, and no other place. Surety shall be responsible for Owner's attorneys' fees and costs in any action to enforce the provisions of this Bond.

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

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On April 12, 2018 before me, V.J. Fox, notary public
(insert name and title of the officer)

personally appeared Ashley Stinson,
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.

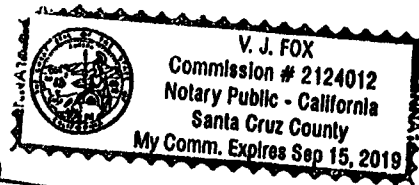
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

V.J. Fox, notary public

(Seal)





POWER OF ATTORNEY

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

Attorney-In-Fact No. 232494

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

This Power of Attorney is limited to bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof for Granite Construction Incorporated and all subsidiaries and affiliates, 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 3rd day of February, 2017.

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



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C Tetreault
Marie C. Tetreault, Notary Public

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

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

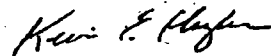
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which will remain in full force and effect through December 31, 2018.

Bonds Executed on April 12, 2018



Kevin E. Hughes, Assistant Secretary




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

City of Soledad – Metz Road Traffic Calming Project
February 2018

6. This Bond is entered into and effective on April 12, 2018. Two (2) identical counterparts of this Bond, each of which shall be deemed an original for all purposes, are hereby executed and submitted.

SURETY:

Travelers Casualty and Surety Company of America

s/ 

Name: Ashley Stinson

Title: Attorney-in-Fact

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Granite Construction Company

s/ 

Name: Jigisha Desai

Title: Vice President



APPROVED BY OWNER:

CITY OF SOLEDAD

s/ 

Name: Michael McHatten

Title: City Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2018

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 have ADDITIONAL INSURED provisions or 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 #0C36861 Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco, CA 94111	1-415-403-1491	CONTACT NAME: Kimberly Leikam PHONE (A/C, No, Ext): 415-403-1491 E-MAIL ADDRESS: kleikam@alliant.com	FAX (A/C, No): 415-874-4818
INSURED Granite Construction Company 585 West Beach Street Watsonville, CA 95076	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: VALLEY FORGE INS CO	20508
		INSURER B: TRANSPORTATION INS CO	20494
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 52582465 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.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GL 2074978689	10/01/16	10/01/18	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BUA2074978692	10/01/16	10/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			X WC274978644 (AOS/Stop Gap)	10/01/17	10/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Y/N		X WC274978630 (CA)	10/01/17	10/01/18	E.L. EACH ACCIDENT \$ 2,000,000
B	(Mandatory in NH)	N	N/A	X WC274978661 (MT, WI, HI)	10/01/17	10/01/18	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			X WC274978658 (NY)	10/01/17	10/01/18	E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job #: pending | Metz Road Traffic Calming, Soledad

The City of Soledad, its officers, employees, and agents are hereby named as additional insureds, per the attached endorsements.

GL Per ISO Form CG0001 10/01; AL Per ISO Form CA0001 10/13

CERTIFICATE HOLDER	CANCELLATION
201 pending CITY OF SOLEDAD 248 Main Street Soledad, CA 93960 USA	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 

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ACORD 25 (2016/03)
arnettp
52582465

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/13/2018

NAME OF INSURED: Granite Construction Company

The City of Soledad, its officers, employees, and agents are hereby named as additional insureds, per the attached endorsements.



**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

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

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

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 the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph B.1. above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
 - a. The maximum permitted by law;
 - b. That required by the "written contract";
 - c. That described in B.1. above; or
 - d. That afforded to you under this policy,whichever is less.
4. Notwithstanding anything to the contrary in Condition 4. Other Insurance (Section IV), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or

any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
- a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. 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) Except as provided in Paragraph B.4. of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) 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. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

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."

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury,"
for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Transfer of Rights of Recovery Against Others to Us

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed		Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ENDT. NO. 26	POLICY NO. GL 2074978689	ISSUED TO: Granite Construction Incorporated	EFFECTIVE DATE OF THIS ENDORSEMENT: 10/01/16



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

1. In conformance with paragraph A.1.c. of **Who Is An Insured** of Section II – **LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Granite Construction Incorporated
Endorsement Effective Date: 10/01/2016

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS- CALIFORNIA

This endorsement changes the policy to which it is attached.

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.)

PREMIUM CHARGE n/a

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is n/a %.

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 : Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

WC43 03 05 (Ed 7-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

All Other States where allowed (except CA, TX, UT)

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

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver

WC00 03 13 (Ed 4-84)

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 10/01/2017

WC274978644 Valley Forge Insurance Company
WC274978658 Transportation Insurance Company
WC274978661 Transportation Insurance Company
WC 274978630 Valley Forge Insurance Company



**COST SHARING AGREEMENT
RESOURCE CONSERVATION DISTRICT OF MONTEREY COUNTY
SALINAS WATERSHED INVASIVE NON-NATIVE PLANT CONTROL AND
RESTORATION PROGRAM**

This Cost Sharing Agreement (“Agreement”) is entered into by and between the Resource Conservation District of Monterey County (the “RCD”) and

City of Soledad

(“Owner/Manager”). The RCD and Owner/Manager are sometimes referred to herein individually as a “Party” and collectively, the “Parties”.

RECITALS

A. The Salinas River and its tributaries are threatened by invasive non-native plants, including the second-largest infestation of *Arundo donax* (arundo) in a California watershed. *Arundo* has overtaken nearly 1,500 acres of the Salinas River, forming enormous monocultures that increase flood and fire risk, consume large amounts of water, and provide virtually no food or habitat value for native wildlife.

B. The RCD has received all necessary permits to implement a watershed-based invasive non-native plant control and riparian restoration program within the Salinas River Watershed, including approval from the California Department of Fish and Wildlife as described in the Streambed Alteration Agreement to which the RCD is a party dated April 11, 2014, incorporated herein by this reference. (“Project”). A Notice of Determination for the Project was filed on December 15, 2011.

C. The RCD, in partnership with the participants of the Monterey County Weed Management Area, has received funding from the California Wildlife Conservation Board to work with Owner/Manager and others to implement the Project in the Salinas River Watershed.

D. Owner/Manager and the RCD entered into that certain Access Agreement dated 7/5/2019 (“Access Agreement”) which allows the RCD and its authorized representatives and contractors to enter the Property to implement the Project.

E. Through this Cost-Sharing Agreement, Owner/Manager has agreed to provide funds to pay for a portion of the cost of implementing the Project on the Property, as more fully set forth herein.

NOW THEREFORE, the RCD and Owner/Manager agree as follows:

1. Description of Services to Be Performed by the RCD

The RCD will conduct *Arundo donax* (arundo) control on the properties shown in Exhibit A of the Access Agreement. Activities may include mechanical removal with large equipment, hand-cutting and chipping, herbicide application with backpack sprayers, and/or herbicide application

with power sprayers. A typical treatment cycle involves mechanically reducing large stands of arundo biomass in the first year, and allowing it to regrow to facilitate herbicide treatment the following year. Regrowth is then sprayed with herbicide in the second year and third years, and in the fourth and/or fifth years as needed. Scattered arundo patches or those on steep banks are typically sprayed without first reducing biomass, and resprouts are sprayed as needed.

The RCD agrees to treat the approximately 11 acres of arundo shown in Exhibit A over the course of five years, beginning in fall 2020. Specific treatment activities each year will be determined annually based on need in accordance with best practices for maximizing treatment efficacy. The RCD makes no guarantees that all arundo on the Property will be fully eradicated.

All work activities will be conducted in accordance with program permits, and will be coordinated as needed with City of Soledad personnel. The work window for mowing is September 1 – November 14, and the work window for herbicide application is May 15 – November 14. Specific dates for work on the properties shown in Exhibit A will be communicated in advance by the RCD.

2. Payment Schedule and Cost Sharing.

Owner/Manager shall make annual payments to the RCD by December 31st of each calendar year, with the first payment starting in 2020. The costs below are estimated to be approximately half of the cost of arundo treatment. The RCD's Grant funds will pay for any remaining treatment costs.

Year	Per-acre cost	Total cost for 11 acres
Year 1 (2020)	\$3000	\$33,000
Year 2 (2021)	\$1000	\$11,000
Year 3 (2022)	\$500	\$5500
Year 4 (2023)	\$250	\$2750
Year 5 (2024)	\$250	\$2750
Total Costs	\$5000	\$55,000

3. Termination. Any Party may terminate this Agreement for a material breach of this Agreement or the Access Agreement. Notwithstanding anything contained herein to the contrary, upon the occurrence of a default by a Party to this Agreement, the non-Defaulting Party shall so notify the Defaulting Party. The non-Defaulting Party shall not take any action against the Defaulting Party until the non-Defaulting Party has notified the Defaulting Party of the default and, in the case of a payment default, provided fourteen (14) days in which to cure such default and, in the case of any other default, provided thirty (30) days in which to cure such default.

4. Access Agreement. The terms and conditions of the Access Agreement are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, this Agreement has been entered into as of the date and year set forth below.

OWNER/MANAGER

RCD OF MONTEREY COUNTY

Signature: 

Signature: _____

Name: Brent Slama

Name: Paul Robins

Title: Interim City Manager

Title: Executive Director

Date: 8 / 6 / 2020

Date: _____

