

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 13-142365

THIS AGREEMENT, made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and GRANITE CONSTRUCTION COMPANY, hereinafter called the "Contractor," WITNESSETH:

(1) THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

HARRIS ROAD OVERLAY  
PROJECT NO. 13-142365

in accordance with this agreement and with all of the following additional contract documents which are incorporated into and made a part of this agreement:

- (a) The Standard Specifications, dated May 2010, and the Standard Plans, dated May 2010, including issued revision through January 18, 2013, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

HARRIS ROAD OVERLAY  
PROJECT NO. 13-142365

- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The Payment and Performance bonds required
- (g) Certificate of Insurance
- (h) The accepted bid/proposal including the following:
  - (1) List of Subcontractors
  - (2) Equal Employment Opportunity Certification
  - (3) Public Contract Code  
Section 10285.1 Statement

Section 10162 Questionnaire

Section 10232 Statement

- (4) Noncollusion Declaration
- (5) Debarment and Suspension Certification
- (6) Statement Concerning Employment of Undocumented Aliens
- (7) Contractor's Certificate as to Worker's Compensation
- (8) Waiver for Payment Adjustments for Price Index Fluctuations
- (9) Contractor's Certification of Good-Faith Effort to Employ Monterey Bay Area Residents
- (10) List of Satisfied Public Agencies
- (11) Bidder's Bond

All contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this contract:

HARRIS ROAD OVERLAY  
PROJECT NO. 13-142365

Item No.	Item Code	F S	Description	Unit	Quantity	Unit cost	Amount
1	74016		Construction Site Management	LS	1	2,000.00	2,000.00
2	74017		Prepare Water Pollution Control Program	LS	1	2,000.00	2,000.00
3	120090		Construction Area Signs	LS	1	2,000.00	2,000.00
4	120100	S	Traffic Control System	LS	1	43,300.10	43,300.10
5	150704		Remove Thermoplastic Traffic Stripe	LF	27,746	0.10	2,774.60
6	150715		Remove Thermoplastic Pavement Marking	SF	1,012	1.00	1,012.00
7	150722		Remove Pavement Markers	EA	565	1.00	565.00
8	150771		Remove Asphalt Concrete Dike	LF	1,819	0.50	909.50

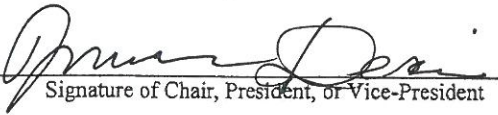
Item No.	Item Code	F S	Description	Unit	Quantity	Unit cost	Amount
9	150859		Remove Asphalt Concrete Overside Drain	EA	4	250.00	1,000.00
10	152438		Adjust Frame & Cover to Grade	EA	10	700.00	7,000.00
11	153103		Cold Plane Asphalt Concrete Pavement	SQYD	39,335	1.30	51,135.50
12	160101		Clearing & Grubbing	LS	1	3,000.00	3,000.00
13	198007		Imported Material (Shoulder Backing)	TON	725	30.00	21,750.00
14	374207	F	Crack Treatment	LNMI	6.3	2,500.00	15,750.00
15	390095		Replace Asphalt Concrete Surfacing	CY	865	230.00	198,950.00
16	390132		Hot Mix Asphalt (Type A)	TON	18,545	82.00	1,520,690.00
17	393001		Pavement Reinforcing Fabric	SQYD	45,656	1.95	89,029.20
18	394073		Place Hot Mix Asphalt Dike (Type A)	LF	1,819	2.00	3,638.00
19	394090		Place Hot Mix Asphalt (Miscellaneous Area)	SQYD	48	50.00	2,400.00
20	397005		Tack Coat	TON	15	600.00	9,000.00
21	840504	S	4" Thermoplastic Traffic Stripe	LF	43,750	0.40	17,500.00
22	840515	S	Thermoplastic Pavement Markings	SF	1,116	3.00	3,348.00
23	840525	S	4" Thermoplastic Traffic Stripe (Broken 36-12)	LF	8,857	0.30	2,657.10
24	850111	S	Pavement Markers	EA	710	3.00	2,130.00
25	860810	S	Inductive Loop Dectector	LS	1	5,800.00	5,800.00
<b>TOTAL COST</b>						<b>2,009,339</b>	

F – Final Pay Item  
S – Specialty Item

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

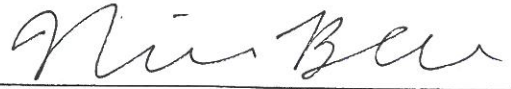
**CONTRACTOR:**

Granite Construction Company  
(Name of Company)

By:   
Signature of Chair, President, or Vice-President

Jigisha Desai, Vice President  
Printed Name and Title


Date: 04/29/2013

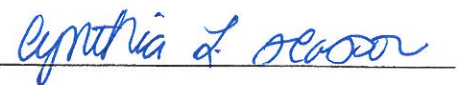
By:   
Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer\*


Nicholas B. Blackburn, Assistant Secretary  
Printed Name and Title


Date: 04/29/2013

**COUNTY OF MONTEREY:**

By:   
Name: Robert K. Murdoch, P.E.  
Title: Director of Public Works  
Dated: 5/29/13

APPROVE AS TO FORM  
By:   
Name: Cynthia L. Hasson  
Title: Deputy County Counsel  
Date: 5-10-13

APPROVE AS TO FISCAL TERMS  
By:   
Name: Gary Giboney  
Title: Chief Deputy Auditor-Controller  
Date: 5-13-13

APPROVE AS TO INDEMNITY/  
INSURANCE LANGUAGE  
RISK MANAGEMENT  
COUNTY OF MONTEREY  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE  
Name: Steven F. Mauck  
Title: Risk Manager  
By:   
Date: 5-13-13

**\*INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

**AGREEMENT BETWEEN  
THE COUNTY OF MONTEREY  
AND THE CITY OF SALINAS  
HARRIS ROAD**

THIS AGREEMENT is made and entered into this 21st day of May 2013 by and between the County of Monterey, a political subdivision of the State of California, herein after called "County," and the City of Salinas, a municipal corporation in the State of California, hereinafter called "City."

**RECITALS**

WHEREAS, Harris Road lies in the jurisdiction of the County of Monterey and the City of Salinas, as shown in Exhibit A.

WHEREAS, the existing roadway condition on Harris Road is in need of rehabilitation and repair.

WHEREAS, the County's Public Works Department intends to rehabilitate Harris Road with hot mix asphalt to extend the pavement life and improve ride quality (herein after "Project").

WHEREAS, the total Project cost is estimated to be \$3,000,000; including design, construction, construction management, and all soft costs for a fully completed project.

WHEREAS, the Project limits are approximately from Railroad Avenue to Abbott Street.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** as follows

- The County will be the lead agency and serve as the Project Manager to include project design and construction management. The City will cooperate with the County in performance of this Project.
- The City authorizes the County's Public Works Department and any of its contractors and subcontractors to perform roadway improvements for the Project in the City right of way.
- The County will defend, indemnify and hold harmless City, its officers, employees and agents from claims stemming from the construction activities of the Project from the time the County occupies the project site through substantial completion, defined as final inspection by the County Director of Public Works or his designee and the City Engineer or his designee.
- County will flow down the indemnification requirements to the contractor performing the work to provide indemnification for the City.

- The City is responsible for maintenance of the roadway in the City right of way when the Project is completed as depicted on Exhibit A. County is responsible for maintenance of the roadway in the County right of way as depicted on Exhibit A.
- The City is to pay the County \$400,000 as total payment for the entire project to cover the portion of improvements in the City right of way; and the City will not dedicate additional funds to this project. The County accepts this amount as total contribution from the City for the entire project to include project design, construction, construction administration, and all soft costs.
- The City and the County shall each be responsible for their own respective administrative and project management costs. For the purposes of this section, the term "administrative and project management costs" shall mean costs relating to staff time and other internal costs incurred by the City and the County in carrying out this Project that are not costs incurred by independent contractors related to the Project.
- The City shall deliver the funds to the County within ninety (90) days following the County's written notification of the award to the City.
- The County shall notify the City in writing as to the award of the construction contract for the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives as of the last date opposite the respective signatures below.

<p style="text-align: center;"><b>COUNTY OF MONTEREY</b> <i>5-21-13</i></p> <p>BY: <u><i>[Signature]</i></u> CHAIR - MONTEREY COUNTY BOARD OF SUPERVISORS</p>	<p style="text-align: center;"><b>CITY OF SALINAS</b></p> <p>BY: <u><i>[Signature]</i></u> MAYOR</p>
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DATE: _____	DATE: <u><i>5-8-13</i></u>
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<p style="text-align: center;">APPROVED AS TO FORM AND LEGALITY</p> <p>BY: <u><i>[Signature]</i></u> DEPUTY COUNTY COUNSEL</p>	<p style="text-align: center;">APPROVED AS TO FORM</p> <p>BY: <u><i>[Signature]</i></u> CITY ATTORNEY</p>
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DATE: <u><i>5-13-13</i></u>	DATE: <u><i>MAY 7, 2013</i></u>
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**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR**  
**SALINAS AG-INDUSTRIAL CENTER ANNEXATION**

Real property situate in the County of Monterey, State of California, lying within the Rancho Llano de Buena Vista, being portions of Abbott Street and Harris Road, together with a portion of Parcel "D" as shown on the Record of Survey filed in Vol. 4 of Surveys at Pg. 85, Monterey County Records, also together with a portion of the Lands conveyed from Spreckels Sugar Company to N.P. Johansen et ux, by deed dated December 13, 1934 and recorded in Volume 421, Official Records of Monterey County, at Page 144, described as follows:

**Area "A"**

**Beginning** at the most southerly corner of the Lands shown on that certain Map entitled "Map of Industrial Annex No. 7, Annexed to Salinas, Monterey County, California, 1964", filed in Vol. 8 of Cities & Towns, Pg. 26, Monterey County Records, thence Northeasterly along the City Limits Boundary.

- 1) N 24°09'02" E, 2,937.69 feet (N23°44'E, 2,971.93 feet per City Limits Boundary) to the southwesterly line of the "Salinas Valley Memorial Hospital Foundation Reorganization, October, 1991", filed in Reel 2701, Page 867, Official Records of Monterey County; thence along said line
- 2) S 61°45'20" E, 787.02 feet (S62°07'E, 786.84 feet per City Limits Boundary) to a point on the City Limits Boundary as shown on that certain Map entitled "Map of Industrial Annex No. 2, Annexed to Salinas, Monterey County, California, May, 1952", filed in Vol. 5 of Cities & Towns, Pg. 87, Monterey County Records; thence along said City Limits Boundary the following three (3) courses:
  - 3) S 24°09'02" W, 85.55 feet (S23°44'W, 86.48 feet per City Limits Boundary); thence
  - 4) S 61°45'20" E, 120.57 feet (S 62°07' E, 120.0 feet per City Limits Boundary); thence
  - 5) N 24°09'02" E, 153.36 feet (N 23°44' E, 153.29 feet per City Limits Boundary) to a point on the City Limits Boundary as shown on that certain Map entitled "Map of Industrial Annex No. 5, Annexed to Salinas, Monterey County, California, July, 1963", filed in Vol. 7 of Cities & Towns, Pg. 95, Monterey County Records; thence along said City Limits Boundary the following five (5) courses:
    - 6) S 61°45'20" E, 210.41 feet (S 61°45' E, 209.09 feet per City Limits Boundary); thence
    - 7) Along the arc of a tangent curve to the right, having a radius of 1720.00 feet, through a central angle of 11°11'00", an arc distance of 335.72 feet; thence
    - 8) S 50°34'20" E, 236.83 feet (S 50°34 E, 237.75 feet per City Limits Boundary); thence
    - 9) S 47°35'13" E, 2,749.46 feet (S 47°36' E, 2,748.70 feet per City Limits Boundary); thence
    - 10) S 36°17'49" W, 1,035.75 feet (S 36°17' W, 1,035.69 feet per City Limits Boundary); thence leaving said City Limits Boundary
    - 11) N 47°36'00" W, 17.21 feet; thence along the southeasterly line of Harris Road

12) S 36°17'49" W, 966.27 feet; thence

13) N 53°42'11" W, 65.00 feet to the most southerly corner of said Parcel "D"; thence along the southwesterly line of said Parcel "D" and the prolongation thereof

14) N 65°57'28" W, 3,783.86 feet to the Point of Beginning.

**Area "B"**

**Beginning** at the intersection of the southwesterly line of the Union Pacific Railroad right-of-way and the City Limits Boundary as shown on that certain Map entitled "Map of Industrial Annex No. 2, Annexed to Salinas, Monterey County, California, May, 1952", filed in Vol. 5 of Cities & Towns, Pg. 87, Monterey County Records; thence along said Railroad right-of-way and the northeasterly line of Abbott Street

1) S 47°35'13" E, 3,254.39 feet; thence

2) S 47°36'00" E, 1,015.08 feet; thence

3) S 42°24'00" W, 90.00 feet to the southwesterly line of Abbott Street and the city limits line as shown on that certain Map entitled "Map of Industrial Annex No. 5, Annexed to Salinas, Monterey County, California, 1963", filed in Vol. 7 of Cities & Towns, Pg. 95, Monterey County Records; thence along said City Limits Boundary the following four (4) courses:

4) N 47°36'00" W, 1,015.08 feet (N 47°36' W, 1,306.83 feet per City Limits Boundary); thence

5) N 47°35'13" W, 3,007.10 feet (N 47°36' W, 2,714.52 feet per City Limits Boundary); thence

6) N 50°34'20" W, 242.31 feet (N 50°34' W, 243.19 feet per City Limits Boundary); thence

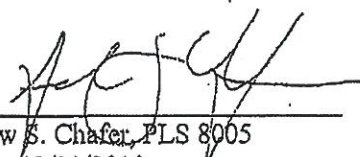
7) N 39°26'04" E, 102.76 feet (N 39°20' E, 90 feet per City Limits Boundary) to the Point of Beginning.

Area "A" containing 243.56 acres, Area "B" containing 8.85 acres: Total computed acreage containing 252.41 acres, more or less.

**END OF DESCRIPTION**

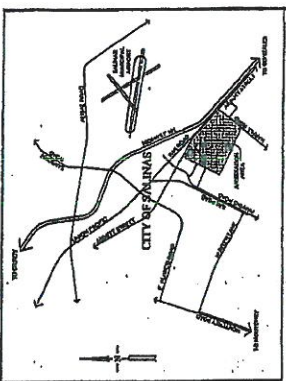
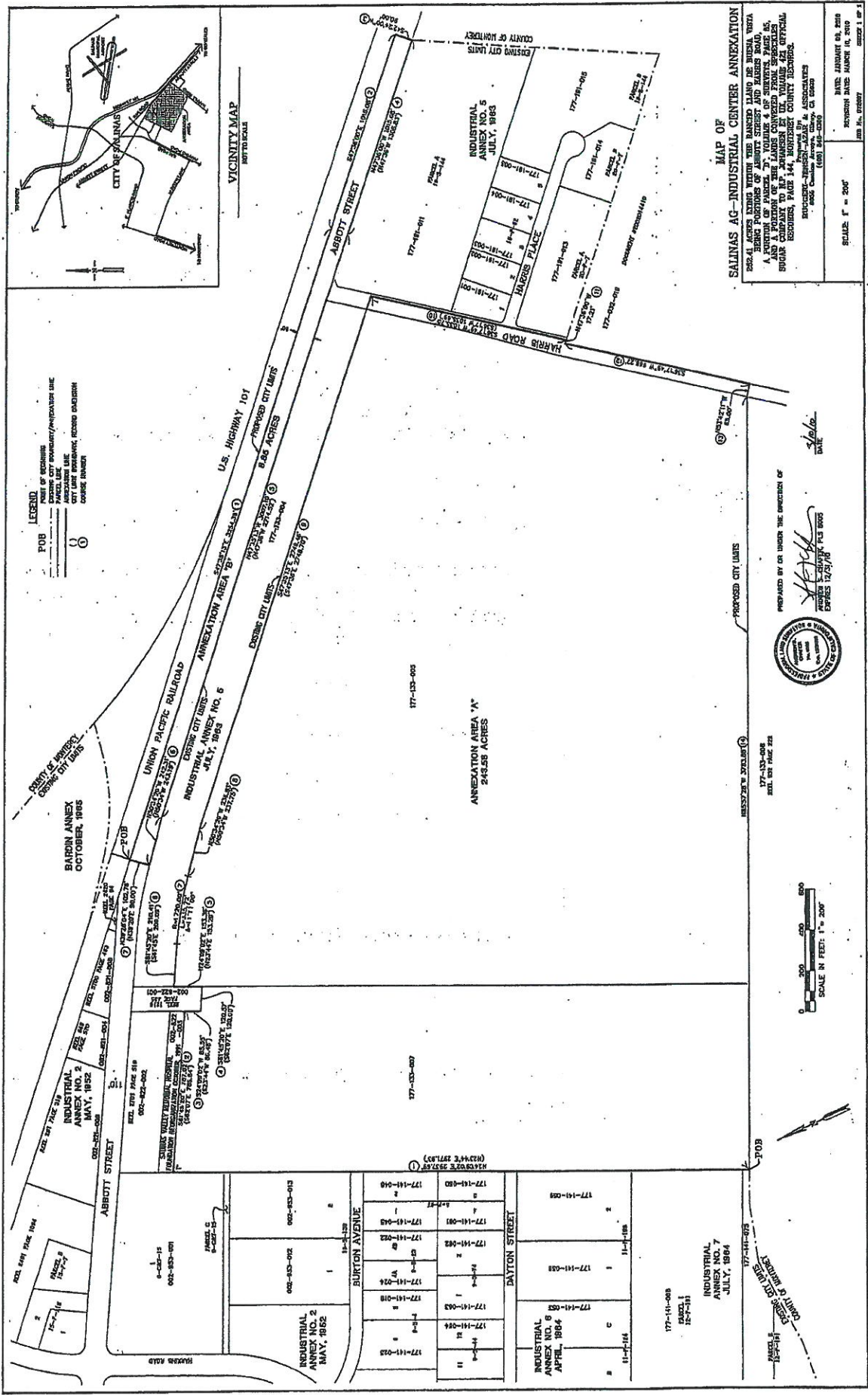
This legal description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.



  
Andrew S. Chafer, PLS 8005  
Expires 12/31/2010

3/10/10  
Date





**LEGEND**

POB POINT OF BEGINNING

--- PROPOSED CITY LIMITS/ANNEXATION LINE

--- EXISTING CITY LIMITS

--- ANNEXATION LINE

--- CITY LIMIT INSURANCE RECORD DIVISION

--- COAST HIGHWAY

**MAP OF**  
**SALINAS AG-INDUSTRIAL CENTER ANNEXATION**

256.4 ACRES BEING HEREIN WAS PARCELED INTO THE BUREAU DATA AND A PORTION OF PARCEL 20, VOLUME 4 OF SURVEYS PAGE 85, BOOK RECORDS, PAGE 144, MONTEREY COUNTY RECORDS.

PREPARED BY: **W. J. HARRIS & ASSOCIATES**  
 1000 California Avenue, Salinas, CA 95076  
 (408) 835-5282

DATE: JANUARY 09, 2010  
 REVISION DATE: MARCH 10, 2010  
 JOB NO.: 080007

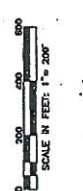
SCALE: 1" = 200'

SHEET 1 OF 1

PREPARED BY OR UNDER THE SUPERVISION OF

*[Signature]*

REGISTERED PROFESSIONAL ENGINEER  
 LICENSE 123456789 FOR 0005



Parcel No.	Area (Acres)	Annexation No.	Date
177-141-008	11.1188	INDUSTRIAL ANNEX NO. 7	JULY, 1984
177-141-053	11.1188	INDUSTRIAL ANNEX NO. 6	APRIL, 1984
177-141-083	11.1188	INDUSTRIAL ANNEX NO. 5	JULY, 1983
177-141-018	11.1188	INDUSTRIAL ANNEX NO. 2	MAY, 1982
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177-141-928	11.1188	INDUSTRIAL ANNEX NO. 2	MAY, 1982
177-141-938	11.1188	INDUSTRIAL ANNEX NO. 2	MAY, 1982
177-141-948	11.1188	INDUSTRIAL ANNEX NO. 2	MAY, 1982
177-141-958	11.1188	INDUSTRIAL ANNEX NO. 2	MAY, 1982
177-141-968	11.1188	INDUSTRIAL ANNEX NO. 2	MAY, 1982
177-141-978	11.1188	INDUSTRIAL ANNEX NO. 2	MAY, 1982
177-141-988	11.1188	INDUSTRIAL ANNEX NO. 2	MAY, 1982
177-141-998	11.1188	INDUSTRIAL ANNEX NO. 2	MAY, 1982
177-141-008	11.1188	INDUSTRIAL ANNEX NO. 2	MAY, 1982