

**DECLARATION OF EMERGENCY PURCHASE PURSUANT TO
SANTA BARBARA MUNICIPAL CODE § 4.52.080**

I, Chris Hastert, Airport Director, declare the following:

1. Work done under Emergency Purchase Orders issued on February 1, 2024 is scheduled to be completed by a Contractor to clear Carneros Creek, a high-risk waterway, of excess debris and vegetation in advance of the upcoming atmospheric river storm.

The message complies with Municipal Code Section 4.52.080 requiring Department Head declaration in writing of the need to make an emergency purchase order.

Following ordinary purchasing procedures would require additional time to solicit proposals and execute a contract. If high-risk waterways are not cleared before the next storm, flooding may occur throughout the Airport.

The work is funded by the Airport Capital Fund (57107422-576200-78500). The declaration will be posted on the City's website.



Chris Hastert
Airport Director



City of Santa Barbara

Purchasing Department
P.O. Box 1990

Santa Barbara, CA 93102-1990
Phone (805) 564-5349 Fax (805) 897-1977

Purchase Order

Fiscal Year 2024

Page: 1 of 4

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

32401118

Delivery must be made within doors of specified destination.

Sign PO and Return Copy to the Purchasing Department address listed above.

Vendor

Granite Construction Co Inc
PO Box 6744
Santa Barbara, CA 93160

Ship To

Airport-Facilities Maint
1699 Firestone Rd
Santa Barbara, CA 93117
Email: ABermond@SantaBarbaraCA.gov

Bill To

Airport-Facilities Maint
1699 Firestone Rd
Santa Barbara, CA 93117

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		PO TYPE	REQUESTED BY
(805) 964-9951		(805) 967-1431			Andrew Bermond 805-692-6060
DATE ORDERED	VENDOR NUMBER	DELIVERY DATE	FREIGHT METHOD/TERMS		ASSIGNED BUYER
02/02/2024	1112		Net 30		Greg Corral
NOTES					

THE CITY IS EXEMPT FROM EXCISE TAX

EPO SBA Creek Debris removal

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Not-to-Exceed PO for Clear Cameros Creek, at high-risk waterway, of excess debris and vegetation in advance of the upcoming atmospheric river storm. Commodity Code: EPO01 Emergency Purchase Order	1.0	EACH	\$45,000.00	\$45,000.00

Prevailing Wage: Pricing in accordance with Rate Sheet Titled: GRANITE CONSTRUCTION COMPANY LABOR AND EQUIPMENT RENTAL RATES (2023-2024), Dated: 12/12/2023 which is incorporated herein and made a part hereof by this reference.

Furnish all labor, materials, equipment, supervision and appurtenances necessary to clear Cameros Creek of excess debris and vegetation in advance of the upcoming atmospheric river storm.

Contractor's License No. 89
DIR Registration No. 1000000085
Expiration Date: 6/30/2025
Email: jennifer.bowling@gcinc.com

DIR Project ID No. 508622

Prevailing Wages:

The provisions of Articles 2 and 3, Division 2, Part 7, Chapter 1 of the Labor Code, State of California, are made by this reference a part of this Purchase Order.

Prevailing Wage and Certified Payroll:

<http://www.santabarbaraca.gov/business/bids/purchasing.asp>

Contractor must currently possess a valid California contractors license of the classification appropriate for this work.

Contractor and all subcontractors under the direct contractor shall furnish certified payroll records directly to the Labor Compliance Unit and to the department

**CONTINUED ON
NEXT PAGE**

TERMS AND CONDITIONS OF PURCHASE

THE CITY OF SANTA BARBARA REJECTS ANY DISCLAIMER BY VENDOR OF ANY WARRANTY, STANDARD, IMPLIED OR EXPRESS, UNLESS SPECIFICALLY AGREED TO ON THE FACE OF THIS PURCHASE ORDER

The materials, supplies or services covered by this order shall be furnished subject to the following terms and conditions which shall not be modified or rescinded except by written agreement to the parties and which Seller agrees to be bound by and to comply within all particulars, and no other terms and conditions shall be binding upon the parties.

ARTICLE I INSPECTION The materials, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller's design, workmanship and materials, and except as otherwise provided in this order, shall be subject to inspection and test by the City of Santa Barbara at all times and places. If any materials, supplies or services are found to be defective or not as specified, the City of Santa Barbara may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies or services at a reduction in price which is equitable under the circumstances. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any costs for which Seller may become liable to the City of Santa Barbara under other provisions of this order, shall reimburse the City of Santa Barbara for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Neither final acceptance nor payment shall relieve Seller of responsibility for faulty materials, supplies or services.

ARTICLE II CHANGES The City of Santa Barbara may make changes within the general scope of this order in quantities, drawings, specifications, time for performance, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of the City of Santa Barbara. Any claim of Seller for an adjustment under this Article II must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless the City of Santa Barbara waives this condition. Nothing in this Article II shall excuse Seller from proceeding with performance of this order as changed hereunder.

ARTICLE III TERMINATION A) The City of Santa Barbara may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The City of Santa Barbara shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount not otherwise recoverable from other sources by Seller as approved by the City of Santa Barbara, with respect to the undelivered or unaccepted portion of this order provided; compensation hereunder shall in no event exceed the total order price.

B) The City of Santa Barbara may by written notice terminate this order for Seller's default in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the materials or supplies or perform the services within the time specified or any written extension thereof. In such event the City of Santa Barbara may purchase or otherwise secure materials, supplies or services and, except as otherwise provided herein, Seller shall be liable to the City of Santa Barbara for any excess costs occasioned the City of Santa Barbara thereby.

If, after notice of termination for default, the City of Santa Barbara determines the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of the City of Santa Barbara, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier or due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of City, unless the City shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

C) If City determines that Seller has been delayed in the work in the opinion of City due to causes beyond the control and without the fault or negligence of Seller, the City of Santa Barbara may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller, and if such delay is due to failure of the City of Santa Barbara, not caused or contributed to by Seller, to perform

services or deliver properly in accordance with the terms of the order, the time and price of the order shall be subject to change under Article II
Sole remedy of Seller in event of delay by failure of the City to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits. The rights and remedies of the City provided in this Article III shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

ARTICLE IV TITLE Title to the materials and supplies purchased hereunder shall pass directly from Seller to the City of Santa Barbara at the f.o.b. point shown, subject to the right of the City to reject upon inspection.

ARTICLE V PAYMENT, EXTRA CHARGES, DRAFTS Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. The City of Santa Barbara will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoices must be accompanied by transportation receipt, or facsimile, if transportation is payable and charged as a separate item

ARTICLE VI DECLARED VALUATION OF SHIPMENTS Except as otherwise provided on the face of this order, all shipments by Seller under this order for the City of Santa Barbara's account shall be made at the maximum declared value applicable to the lowest transportation rate or classifications and the bill of lading shall so note.

ARTICLE VII TAXES The price or prices specified include all applicable taxes and will not be changed as the result of failure by Seller to have included any applicable tax or as the result of any change in Seller's tax liabilities.

ARTICLE VIII PATENT INDEMNITY Seller agrees to indemnify the City of Santa Barbara, its officers, agents, servants, and employees against liability of any kind (including costs and expenses incurred) for the use of any invention or discovery and for the infringement of any Letters Patent (not including liability arising pursuant to Section 183 U.S Code, Title 35 (1952). prior to issuance of Letters Patent) occurring in the performance of this order or arising by reason of the use or disposal by or for the account of the City of Santa Barbara of items manufactured or supplied under this order.

ARTICLE IX ASSIGNMENT This order is assignable by the City of Santa Barbara. This order except as to the payment due hereunder is not assignable by Seller without written approval of the City of Santa Barbara.

ARTICLE X GOVERNING LAWS This Purchase Order is made in the State of California and shall be governed and construed in accordance with the laws of the State of California.

ARTICLE XI COMPLIANCE WITH LAWS Seller warrants that it will comply with all Federal, State, and Local regulations, laws, ordinances, and rules applicable to its performance under this Purchase Order, including without limitation, the Fair Labor Standards Act of 1938, as amended, the Americans with Disabilities Act of 1990, as amended, and the non-discrimination provisions in Title 9 of the Santa Barbara Municipal Code.

THIS PURCHASE ORDER IS EXEMPT FROM ANY APPLICABLE EXCISE TAX.



City of Santa Barbara

Purchasing Department
P.O. Box 1990

Santa Barbara, CA 93102-1990
Phone (805) 564-5349 Fax (805) 897-1977

Purchase Order

Fiscal Year 2024

Page: 2 of 4

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

32401118

Delivery must be made within doors of specified destination.

Sign PO and Return Copy to the Purchasing Department address listed above.

Vendor

Granite Construction Co Inc
PO Box 6744
Santa Barbara, CA 93160

Ship To

Airport-Facilities Maint
1699 Firestone Rd
Santa Barbara, CA 93117
Email: ABermond@SantaBarbaraCA.gov

Bill To

Airport-Facilities Maint
1699 Firestone Rd
Santa Barbara, CA 93117

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		PO TYPE	REQUESTED BY
(805) 964-9951		(805) 967-1431			Andrew Bermond 805-692-6060
DATE ORDERED	VENDOR NUMBER	DELIVERY DATE	FREIGHT METHOD/TERMS		ASSIGNED BUYER
02/02/2024	1112		Net 30		Greg Corral
NOTES					

named herein at least monthly and within ten (10) days of any request from the City or the Labor Commission in accordance with Section 16461 of the California Code of Regulations.

Payroll records shall be furnished in a format prescribed by section 16401 of Title 8 of the California Code of Regulations, with use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and "Statement of Employer Payments" (DLSE Form PW26) constituting presumptive compliance with this requirement, provided the forms are filled out accurately and completely. In lieu of paper forms, the Compliance Monitoring Unit may provide for and require the electronic submission of certified payroll reports. The provisions of Article 2 and 3, Division 2, Chapter 1 of the Labor Code, State of California, are made by this reference a part of this quotation or bid.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No work shall commence until all required Bonds, Insurances, and/or Certifications relating to this Purchase Order are met and provided to the Project Manager.

Insurance Requirements: As part of the consideration of this Agreement, Vendor agrees to purchase and maintain at its sole cost and expense during the life of this agreement, and for five years thereafter, insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

C. Workers' Compensation: In accordance with the provisions of the California Labor Code, Vendor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Vendor's staff while performing any work incidental to the performance of this agreement.

If the Vendor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**CONTINUED ON
NEXT PAGE**

TERMS AND CONDITIONS OF PURCHASE

THE CITY OF SANTA BARBARA REJECTS ANY DISCLAIMER BY VENDOR OF ANY WARRANTY, STANDARD, IMPLIED OR EXPRESS, UNLESS SPECIFICALLY AGREED TO ON THE FACE OF THIS PURCHASE ORDER

The materials, supplies or services covered by this order shall be furnished subject to the following terms and conditions which shall not be modified or rescinded except by written agreement to the parties and which Seller agrees to be bound by and to comply within all particulars, and no other terms and conditions shall be binding upon the parties.

ARTICLE I INSPECTION The materials, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller's design, workmanship and materials, and except as otherwise provided in this order, shall be subject to inspection and test by the City of Santa Barbara at all times and places. If any materials, supplies or services are found to be defective or not as specified, the City of Santa Barbara may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies or services at a reduction in price which is equitable under the circumstances. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any costs for which Seller may become liable to the City of Santa Barbara under other provisions of this order, shall reimburse the City of Santa Barbara for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Neither final acceptance nor payment shall relieve Seller of responsibility for faulty materials, supplies or services.

ARTICLE II CHANGES The City of Santa Barbara may make changes within the general scope of this order in quantities, drawings, specifications, time for performance, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of the City of Santa Barbara. Any claim of Seller for an adjustment under this Article II must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless the City of Santa Barbara waives this condition. Nothing in this Article II shall excuse Seller from proceeding with performance of this order as changed hereunder.

ARTICLE III TERMINATION A) The City of Santa Barbara may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The City of Santa Barbara shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount not otherwise recoverable from other sources by Seller as approved by the City of Santa Barbara, with respect to the undelivered or unaccepted portion of this order provided; compensation hereunder shall in no event exceed the total order price.

B) The City of Santa Barbara may by written notice terminate this order for Seller's default in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the materials or supplies or perform the services within the time specified or any written extension thereof. In such event the City of Santa Barbara may purchase or otherwise secure materials, supplies or services and, except as otherwise provided herein, Seller shall be liable to the City of Santa Barbara for any excess costs occasioned the City of Santa Barbara thereby.

If, after notice of termination for default, the City of Santa Barbara determines the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of the City of Santa Barbara, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier or due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of City, unless the City shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

C) If City determines that Seller has been delayed in the work in the opinion of City due to causes beyond the control and without the fault or negligence of Seller, the City of Santa Barbara may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller, and if such delay is due to failure of the City of Santa Barbara, not caused or contributed to by Seller, to perform

services or deliver properly in accordance with the terms of the order, the time and price of the order shall be subject to change under Article II
Sole remedy of Seller in event of delay by failure of the City to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits. The rights and remedies of the City provided in this Article III shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

ARTICLE IV TITLE Title to the materials and supplies purchased hereunder shall pass directly from Seller to the City of Santa Barbara at the f.o.b. point shown, subject to the right of the City to reject upon inspection.

ARTICLE V PAYMENT, EXTRA CHARGES, DRAFTS Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. The City of Santa Barbara will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoices must be accompanied by transportation receipt, or facsimile, if transportation is payable and charged as a separate item

ARTICLE VI DECLARED VALUATION OF SHIPMENTS Except as otherwise provided on the face of this order, all shipments by Seller under this order for the City of Santa Barbara's account shall be made at the maximum declared value applicable to the lowest transportation rate or classifications and the bill of lading shall so note.

ARTICLE VII TAXES The price or prices specified include all applicable taxes and will not be changed as the result of failure by Seller to have included any applicable tax or as the result of any change in Seller's tax liabilities.

ARTICLE VIII PATENT INDEMNITY Seller agrees to indemnify the City of Santa Barbara, its officers, agents, servants, and employees against liability of any kind (including costs and expenses incurred) for the use of any invention or discovery and for the infringement of any Letters Patent (not including liability arising pursuant to Section 183 U.S Code, Title 35 (1952). prior to issuance of Letters Patent) occurring in the performance of this order or arising by reason of the use or disposal by or for the account of the City of Santa Barbara of items manufactured or supplied under this order.

ARTICLE IX ASSIGNMENT This order is assignable by the City of Santa Barbara. This order except as to the payment due hereunder is not assignable by Seller without written approval of the City of Santa Barbara.

ARTICLE X GOVERNING LAWS This Purchase Order is made in the State of California and shall be governed and construed in accordance with the laws of the State of California.

ARTICLE XI COMPLIANCE WITH LAWS Seller warrants that it will comply with all Federal, State, and Local regulations, laws, ordinances, and rules applicable to its performance under this Purchase Order, including without limitation, the Fair Labor Standards Act of 1938, as amended, the Americans with Disabilities Act of 1990, as amended, and the non-discrimination provisions in Title 9 of the Santa Barbara Municipal Code.

THIS PURCHASE ORDER IS EXEMPT FROM ANY APPLICABLE EXCISE TAX.



City of Santa Barbara

Purchasing Department
P.O. Box 1990

Santa Barbara, CA 93102-1990
Phone (805) 564-5349 Fax (805) 897-1977

Purchase Order

Fiscal Year 2024

Page: 3 of 4

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

32401118

Delivery must be made within doors of specified destination.

Sign PO and Return Copy to the Purchasing Department address listed above.

Vendor

Granite Construction Co Inc
PO Box 6744
Santa Barbara, CA 93160

Ship To

Airport-Facilities Maint
1699 Firestone Rd
Santa Barbara, CA 93117
Email: ABermond@SantaBarbaraCA.gov

Bill To

Airport-Facilities Maint
1699 Firestone Rd
Santa Barbara, CA 93117

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		PO TYPE	REQUESTED BY
(805) 964-9951		(805) 967-1431			Andrew Bermond 805-692-6060
DATE ORDERED	VENDOR NUMBER	DELIVERY DATE	FREIGHT METHOD/TERMS		ASSIGNED BUYER
02/02/2024	1112		Net 30		Greg Corral
NOTES					

OTHER INSURANCE PROVISIONS

Each insurance policy shall contain, or be endorsed to contain, the following five (5) provisions:

1) Additional Insured Status

The City of Santa Barbara, its officers, employees, and agents, shall be covered as additional insureds on the Commercial General Liability and the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Vendor. Additional Insured coverage shall be provided in the form of an endorsement to the Vendor's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). A copy of the endorsement evidencing that the City of Santa Barbara has been added as an additional insured on the policy, must be attached to the certificate of insurance.

2) Subcontractors

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that the City is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as Insurance Services Office form CG 20 38 04 13.

3) Notice of Cancellation

A provision that coverage will not be cancelled or subject to reduction without written notice given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990.

4) Primary Coverage

For any claims related to this contract, the Vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

5) Waiver of Subrogation

Vendor hereby agrees to waive rights of subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Vendor, its employees, agents and subcontractors.

ACCEPTABILITY OF INSURERS

All insurance coverage shall be placed with insurers that have a current rating from AM Best of no less than A: VII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City.

COVERAGE LIMITS SPECIFICATIONS

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Vendor may be held

**CONTINUED ON
NEXT PAGE**

TERMS AND CONDITIONS OF PURCHASE

THE CITY OF SANTA BARBARA REJECTS ANY DISCLAIMER BY VENDOR OF ANY WARRANTY, STANDARD, IMPLIED OR EXPRESS, UNLESS SPECIFICALLY AGREED TO ON THE FACE OF THIS PURCHASE ORDER

The materials, supplies or services covered by this order shall be furnished subject to the following terms and conditions which shall not be modified or rescinded except by written agreement to the parties and which Seller agrees to be bound by and to comply within all particulars, and no other terms and conditions shall be binding upon the parties.

ARTICLE I INSPECTION The materials, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller's design, workmanship and materials, and except as otherwise provided in this order, shall be subject to inspection and test by the City of Santa Barbara at all times and places. If any materials, supplies or services are found to be defective or not as specified, the City of Santa Barbara may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies or services at a reduction in price which is equitable under the circumstances. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any costs for which Seller may become liable to the City of Santa Barbara under other provisions of this order, shall reimburse the City of Santa Barbara for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Neither final acceptance nor payment shall relieve Seller of responsibility for faulty materials, supplies or services.

ARTICLE II CHANGES The City of Santa Barbara may make changes within the general scope of this order in quantities, drawings, specifications, time for performance, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of the City of Santa Barbara. Any claim of Seller for an adjustment under this Article II must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless the City of Santa Barbara waives this condition. Nothing in this Article II shall excuse Seller from proceeding with performance of this order as changed hereunder.

ARTICLE III TERMINATION A) The City of Santa Barbara may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The City of Santa Barbara shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount not otherwise recoverable from other sources by Seller as approved by the City of Santa Barbara, with respect to the undelivered or unaccepted portion of this order provided; compensation hereunder shall in no event exceed the total order price.

B) The City of Santa Barbara may by written notice terminate this order for Seller's default in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the materials or supplies or perform the services within the time specified or any written extension thereof. In such event the City of Santa Barbara may purchase or otherwise secure materials, supplies or services and, except as otherwise provided herein, Seller shall be liable to the City of Santa Barbara for any excess costs occasioned the City of Santa Barbara thereby.

If, after notice of termination for default, the City of Santa Barbara determines the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of the City of Santa Barbara, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier or due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of City, unless the City shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

C) If City determines that Seller has been delayed in the work in the opinion of City due to causes beyond the control and without the fault or negligence of Seller, the City of Santa Barbara may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller, and if such delay is due to failure of the City of Santa Barbara, not caused or contributed to by Seller, to perform

services or deliver properly in accordance with the terms of the order, the time and price of the order shall be subject to change under Article II
Sole remedy of Seller in event of delay by failure of the City to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits. The rights and remedies of the City provided in this Article III shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

ARTICLE IV TITLE Title to the materials and supplies purchased hereunder shall pass directly from Seller to the City of Santa Barbara at the f.o.b. point shown, subject to the right of the City to reject upon inspection.

ARTICLE V PAYMENT, EXTRA CHARGES, DRAFTS Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. The City of Santa Barbara will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoices must be accompanied by transportation receipt, or facsimile, if transportation is payable and charged as a separate item

ARTICLE VI DECLARED VALUATION OF SHIPMENTS Except as otherwise provided on the face of this order, all shipments by Seller under this order for the City of Santa Barbara's account shall be made at the maximum declared value applicable to the lowest transportation rate or classifications and the bill of lading shall so note.

ARTICLE VII TAXES The price or prices specified include all applicable taxes and will not be changed as the result of failure by Seller to have included any applicable tax or as the result of any change in Seller's tax liabilities.

ARTICLE VIII PATENT INDEMNITY Seller agrees to indemnify the City of Santa Barbara, its officers, agents, servants, and employees against liability of any kind (including costs and expenses incurred) for the use of any invention or discovery and for the infringement of any Letters Patent (not including liability arising pursuant to Section 183 U.S Code, Title 35 (1952). prior to issuance of Letters Patent) occurring in the performance of this order or arising by reason of the use or disposal by or for the account of the City of Santa Barbara of items manufactured or supplied under this order.

ARTICLE IX ASSIGNMENT This order is assignable by the City of Santa Barbara. This order except as to the payment due hereunder is not assignable by Seller without written approval of the City of Santa Barbara.

ARTICLE X GOVERNING LAWS This Purchase Order is made in the State of California and shall be governed and construed in accordance with the laws of the State of California.

ARTICLE XI COMPLIANCE WITH LAWS Seller warrants that it will comply with all Federal, State, and Local regulations, laws, ordinances, and rules applicable to its performance under this Purchase Order, including without limitation, the Fair Labor Standards Act of 1938, as amended, the Americans with Disabilities Act of 1990, as amended, and the non-discrimination provisions in Title 9 of the Santa Barbara Municipal Code.

THIS PURCHASE ORDER IS EXEMPT FROM ANY APPLICABLE EXCISE TAX.



City of Santa Barbara

Purchasing Department
P.O. Box 1990

Santa Barbara, CA 93102-1990
Phone (805) 564-5349 Fax (805) 897-1977

Purchase Order

Fiscal Year 2024

Page: 4 of 4

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

32401118

Delivery must be made within doors of specified destination.

Sign PO and Return Copy to the Purchasing Department address listed above.

Vendor

Granite Construction Co Inc
PO Box 6744
Santa Barbara, CA 93160

Ship To

Airport-Facilities Maint
1699 Firestone Rd
Santa Barbara, CA 93117
Email: ABermond@SantaBarbaraCA.gov

Bill To

Airport-Facilities Maint
1699 Firestone Rd
Santa Barbara, CA 93117

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	PO TYPE	REQUESTED BY
(805) 964-9951	(805) 967-1431		Andrew Bermond 805-692-6060
DATE ORDERED	VENDOR NUMBER	DELIVERY DATE	ASSIGNED BUYER
02/02/2024	1112	Net 30	Greg Corral
NOTES			

responsible for payment of damages resulting from Vendor's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

If, for any reason, Vendor fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Vendor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Vendor, City may deduct from sums due to Vendor any premium costs advanced by City for such insurance.

SELF-INSURED RETENTIONS

Any self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Vendor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

EVIDENCE OF COVERAGE

Vendor must provide evidence that it has secured the required insurance coverage before execution of this agreement. A Certificate of Insurance supplied by the City or the appropriate ACORD and Insurance Services Office forms evidencing the above shall be completed by Vendor's insurer or its agent and submitted to the City prior to execution of this Agreement by the City.

Vendor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

GL SUMMARY

57107422 - 576200 - 78500

\$45,000.00

THIS ORDER IS EXPRESSLY LIMITED TO THE
TERMS AND CONDITIONS ON THE FACE AND
REVERSE OF THIS PURCHASE ORDER AND ANY
BIDS OR QUOTES REFERENCED, ATTACHED TO,
OR ACCOMPANYING THIS PURCHASE ORDER.

CITY OF SANTA BARBARA

WE ACKNOWLEDGE AND ACCEPT THIS ORDER AS
STATED UNLESS OTHERWISE AGREED TO IN WRITING
BY THE CITY.

PRINT NAME

SIGNATURE

TITLE

City Copy

Total Ext. Price	\$45,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$45,000.00

TERMS AND CONDITIONS OF PURCHASE

THE CITY OF SANTA BARBARA REJECTS ANY DISCLAIMER BY VENDOR OF ANY WARRANTY, STANDARD, IMPLIED OR EXPRESS, UNLESS SPECIFICALLY AGREED TO ON THE FACE OF THIS PURCHASE ORDER

The materials, supplies or services covered by this order shall be furnished subject to the following terms and conditions which shall not be modified or rescinded except by written agreement to the parties and which Seller agrees to be bound by and to comply within all particulars, and no other terms and conditions shall be binding upon the parties.

ARTICLE I INSPECTION The materials, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller's design, workmanship and materials, and except as otherwise provided in this order, shall be subject to inspection and test by the City of Santa Barbara at all times and places. If any materials, supplies or services are found to be defective or not as specified, the City of Santa Barbara may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies or services at a reduction in price which is equitable under the circumstances. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any costs for which Seller may become liable to the City of Santa Barbara under other provisions of this order, shall reimburse the City of Santa Barbara for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Neither final acceptance nor payment shall relieve Seller of responsibility for faulty materials, supplies or services.

ARTICLE II CHANGES The City of Santa Barbara may make changes within the general scope of this order in quantities, drawings, specifications, time for performance, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of the City of Santa Barbara. Any claim of Seller for an adjustment under this Article II must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless the City of Santa Barbara waives this condition. Nothing in this Article II shall excuse Seller from proceeding with performance of this order as changed hereunder.

ARTICLE III TERMINATION A) The City of Santa Barbara may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The City of Santa Barbara shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount not otherwise recoverable from other sources by Seller as approved by the City of Santa Barbara, with respect to the undelivered or unaccepted portion of this order provided; compensation hereunder shall in no event exceed the total order price.

B) The City of Santa Barbara may by written notice terminate this order for Seller's default in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the materials or supplies or perform the services within the time specified or any written extension thereof. In such event the City of Santa Barbara may purchase or otherwise secure materials, supplies or services and, except as otherwise provided herein, Seller shall be liable to the City of Santa Barbara for any excess costs occasioned the City of Santa Barbara thereby.

If, after notice of termination for default, the City of Santa Barbara determines the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of the City of Santa Barbara, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier or due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of City, unless the City shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

C) If City determines that Seller has been delayed in the work in the opinion of City due to causes beyond the control and without the fault or negligence of Seller, the City of Santa Barbara may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller, and if such delay is due to failure of the City of Santa Barbara, not caused or contributed to by Seller, to perform

services or deliver properly in accordance with the terms of the order, the time and price of the order shall be subject to change under Article II
Sole remedy of Seller in event of delay by failure of the City to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits. The rights and remedies of the City provided in this Article III shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

ARTICLE IV TITLE Title to the materials and supplies purchased hereunder shall pass directly from Seller to the City of Santa Barbara at the f.o.b. point shown, subject to the right of the City to reject upon inspection.

ARTICLE V PAYMENT, EXTRA CHARGES, DRAFTS Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. The City of Santa Barbara will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoices must be accompanied by transportation receipt, or facsimile, if transportation is payable and charged as a separate item

ARTICLE VI DECLARED VALUATION OF SHIPMENTS Except as otherwise provided on the face of this order, all shipments by Seller under this order for the City of Santa Barbara's account shall be made at the maximum declared value applicable to the lowest transportation rate or classifications and the bill of lading shall so note.

ARTICLE VII TAXES The price or prices specified include all applicable taxes and will not be changed as the result of failure by Seller to have included any applicable tax or as the result of any change in Seller's tax liabilities.

ARTICLE VIII PATENT INDEMNITY Seller agrees to indemnify the City of Santa Barbara, its officers, agents, servants, and employees against liability of any kind (including costs and expenses incurred) for the use of any invention or discovery and for the infringement of any Letters Patent (not including liability arising pursuant to Section 183 U.S Code, Title 35 (1952). prior to issuance of Letters Patent) occurring in the performance of this order or arising by reason of the use or disposal by or for the account of the City of Santa Barbara of items manufactured or supplied under this order.

ARTICLE IX ASSIGNMENT This order is assignable by the City of Santa Barbara. This order except as to the payment due hereunder is not assignable by Seller without written approval of the City of Santa Barbara.

ARTICLE X GOVERNING LAWS This Purchase Order is made in the State of California and shall be governed and construed in accordance with the laws of the State of California.

ARTICLE XI COMPLIANCE WITH LAWS Seller warrants that it will comply with all Federal, State, and Local regulations, laws, ordinances, and rules applicable to its performance under this Purchase Order, including without limitation, the Fair Labor Standards Act of 1938, as amended, the Americans with Disabilities Act of 1990, as amended, and the non-discrimination provisions in Title 9 of the Santa Barbara Municipal Code.

THIS PURCHASE ORDER IS EXEMPT FROM ANY APPLICABLE EXCISE TAX.