

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

245



FROM: Economic Development Agency

SUBMITTAL DATE:
January 20, 2011

SUBJECT: Jacqueline Cochran Regional Airport Runway 12-30 And Taxiway A Rehabilitation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid and award the contract to Granite Construction Company in the amount of \$2,293,934; and
2. Authorize the Chairman of the Board to sign the contract documents on behalf of the County; and delegate change order authority to the Assistant County Executive Officer/EDA or designee in amounts that are in accordance with Board Policy B-11.

BACKGROUND: On September 28, 2010, the Board authorized the Clerk of the Board to advertise the Notice Inviting Bids for the project. The project will rehabilitate the secondary runway 12-30, overlay the

(continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,293,934	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Federal Aviation Administration Airport Improvement Program (AIP) Grant Funds (95%) and Airport Funds (5%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Jennifer L Sargent*

County Executive Office Signature Jennifer L Sargent

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 1/21/11
 SAMUEL WONG
 Departmental Concurrence
 DATE
 NEAL R. KIPNIS
 FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis* 1/21/11
 Dept's Recomm.: Consent
 Per Exec. Ofc.: Consent
 Policy
 Policy

Prev. Agn. Ref.: 3.39 of 9/28/10 | ATTACHMENTS FILED | District: 4 | Agenda Number: **3.8**

WITH THE CLERK OF THE BOARD

BACKGROUND: (continued)

west side of taxiway A, provides additional drainage work, and the installation of Federal Aviation Administration (FAA) instrument profile taxiway markings at the Jacqueline Cochran Regional Airport. This project is consistent with the airport's master plan and complies with current general aviation facilities guidelines.

On November 9, 2010, five bids were submitted for the Runway 12-30 And Taxiway A Rehabilitation Project which consisted of a base bid and two (base bid inclusive) deductive alternate bids.

Following is a summary of the bid award:

<u>Contractor</u>	<u>Base Bid</u>	<u>Bid Alternate 1</u>	<u>Bid Alternate 2</u>
Granite Construction Company	\$2,584,584	\$290,650	\$224,554
Vance Corporation	\$2,705,465	\$267,600	\$341,520
Griffith Company	\$2,801,683	\$342,190	\$360,037
Matich Corporation	\$2,905,000	\$292,000	\$380,000
Hazard Construction Company	\$2,989,990	\$228,057	\$309,439

The total bid award deducted bid alternate 1 from the base bid for a contract amount of \$2,293,934. Staff recommends that the Board accept the bid of Granite Construction Company and award the contract in the amount of \$2,293,934. There will be no impact on the County's general fund. The Federal Aviation Administration has reviewed the foregoing and concurs with staff's recommendations. County Counsel has approved as to form.

RF:LB:CC:DS:CD:mm

S:\EDCOM\AIRPORTS\JACKIE COCHRAN\AIP - Airport Improv Projects\AIP 19- Runway 12-30 Rehab\AIP 19 JCRA Granite Contract 1-11.doc

CONTRACT AGREEMENT
JACQUELINE COCHRAN REGIONAL AIRPORT
"RUNWAY 12-30 AND TAXIWAY A REHABILITATION PROJECT"
COUNTY OF RIVERSIDE
CONSTRUCTION OF AIRPORT IMPROVEMENTS

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, by and between the County of Riverside, organized and existing under and by virtue of the laws of the State of California, hereinafter designated the OWNER, and ___ GRANITE CONSTRUCTION COMPANY of the City of Watsonville, County of Santa Cruz, State of California, hereinafter designated the CONTRACTOR.

WITNESSETH:

That the said CONTRACTOR has covenanted and agreed, for and in consideration of the payments made as provided for in the Proposal, PROJECT SPECIFICATIONS, and Contract Documents, to the CONTRACTOR by the said OWNER, and under the penalty expressed in the bond hereto attached, at his proper cost and expense, to do all the work and furnish all materials, tools, labor, and all appliance and appurtenances called for by the Agreement, free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for the construction of: "Rehabilitation of Runway 12-30 and Taxiway A".

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the PLANS, PROJECT SPECIFICATIONS, and Contract Documents. The PROJECT SPECIFICATIONS and Contract Documents and DRAWINGS furnished by the CONTRACTOR with his proposal and the additional drawings or prints and other information to be furnished by the Contractor in accordance with the PROJECT SPECIFICATIONS and Contract Documents are made a part of this Agreement when and as approved by the County of Riverside, are intended to be complementary, and all PROJECT SPECIFICATIONS and Contract Documents, PLANS, DRAWINGS, or prints furnished by the Contractor and approved by the County of Riverside shall be complementary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of the said PLANS, PROJECT SPECIFICATIONS, and Contract Documents, DRAWINGS, or prints the same as though the said work were contained and described in all.

The Notice Inviting Bids, Instruction to Bidders, FAA-Required Provisions, Riverside County Provisions, General, and Special Provisions, Proposal, Bid Bond, Payment Bond, Performance Bond, Certificate of Insurance, CONTRACTOR's Affidavit, Technical Provisions, Appendix, Plans, Addenda Nos. Ø, General Wage Decisions, any change orders issued, and any additional or supplemental specifications, notices, instructions, and drawings issued in accordance with the provisions of the Contract Documents are hereby understood to be a part of this CONTRACT. The Bid Bond is exonerated upon execution of this Agreement, the Payment Bond, Faithful Performance Bond, and the submission of proof of insurance.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the County of Riverside, California, or properly authorized agents, on whose inspection all work shall be accepted or rejected.

The COUNTY shall have full power to reject or condemn all materials furnished or work performed under this CONTRACT which do not conform to the terms and conditions herein expressed.

To prevent all disputes and litigation, it is further agreed by and between the County of Riverside, California and said CONTRACTOR, that the Aviation Division of the County of Riverside, Economic Development Agency, shall determine all questions in relation to the work and the construction thereof, and it shall in all cases decide all questions may arise relative to the execution of the work under this CONTRACT on the part of the said CONTRACTOR, and its estimates and decisions, in case any questions may arise, shall be a condition precedent to the right of said CONTRACTOR to receive any money or compensation for anything done or furnished under this CONTRACT.

Any violation or breach of the terms of this CONTRACT on the part of CONTRACTOR/ Subcontractor may result in the suspension or termination of this CONTRACT, or such other action which may be necessary to enforce the rights of the parties of this Agreement.

IN WITNESS WHEREOF, five (5) identical counterparts of this CONTRACT, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first herein written.

Contract Amount: \$2,293,934.00

SEAL (ATTEST)

COUNTY OF RIVERSIDE, CALIFORNIA
(OWNER)

APPROVED (AS TO FORM):


County Counsel

Chairman, Board of Supervisors

GRANITE CONSTRUCTION COMPANY

BY: 
(CONTRACTOR)

Name: Jigisha Desai

Title: Vice President

WITNESSES:

/Vicki Fox

/Kendra Fortier

Address: 585 West Beach Street

Watsonville, CA 95076

Phone: 831-724-1011

Contractor's License No. 89

Classification and Expiration Date: 05/31/2011

(CORPORATE SEAL)



Premium: \$6,424,00

Bond Nos.: 82279347 Federal
105505440 Travelers
09011189 F&D

PERFORMANCE BOND

RECITALS:

1. GRANITE CONSTRUCTION COMPANY, (CONTRACTOR) has entered into an Agreement dated _____ with the COUNTY OF RIVERSIDE (COUNTY) for construction of public work known as Airport Improvements at Jacqueline Cochran Regional Airport for Runway 12-30 and Taxiway A Rehabilitation Project.
2. Federal Insurance Company*, a n Indiana** corporation (Surety), is the Surety under this Bond.

AGREEMENT:

We, CONTRACTOR, as Principal, and Surety, jointly and severally agree, state, and are bound unto County

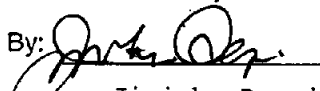
1. The amount of the obligation of this Bond is one hundred percent (100%) of the estimated CONTRACT PRICE for the PROJECT of \$ 2,293,934.00-- and inures to the benefit of COUNTY.
2. This Bond is exonerated by CONTRACTOR doing all things to be kept and performed by it in strict conformance with the Contract Documents for the PROJECT; otherwise it remains in full force and effect for the recovery of loss, damage, and expense of COUNTY resulting from failure of CONTRACTOR to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to CONTRACTOR, alteration, or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total CONTRACT PRICE cannot be increased by more than twenty-five percent (25%) without approval of Surety.

THIS BOND is executed as of December 14, 2010

By: 
(Authorized Signature)

Type Name Cynthia P. Johnson
Its Attorney in Fact

Federal Insurance Company*
Name of Surety

By: 
Title: Jigisha Desai, Vice President
"Contractor"

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged.

*Travelers Casualty and Surety Company of America
Fidelity and Deposit Company of Maryland
Jointly and Severally Liable
**Connecticut, Maryland, respectively

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

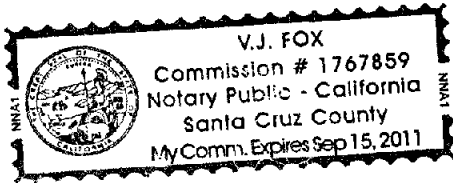
State of California

County of Santa Cruz

On December 14, 2010 before me, V.J. Fox, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jigisha Desai, Vice President
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

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

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

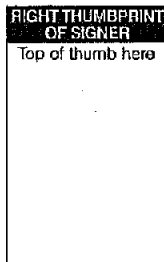
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

PAYMENT BOND

(Public Work § Civil Code 3247 et seq.)

The makers of this Bond are GRANITE CONSTRUCTION COMPANY, as Principal and Original CONTRACTOR, and Federal Insurance Company*, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and County of Riverside, a public entity, as OWNER, for \$ 2,293,934.00 ---, the total amount Payable. THE AMOUNT OF THIS BOND IS 100 PERCENT (100%) OF SAID SUM. Said CONTRACT is for public work generally consisting of airport improvements at Jacqueline Cochran Regional Airport.

The beneficiaries of this Bond are as stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as set forth in 3248, 3249, 3250, and 3252 of said Code. Without notice, Surety consents to the extension of time for performance, change in requirements, amount of compensation, or prepayment under said CONTRACT.

Dated: December 14, 2010

GRANITE CONSTRUCTION COMPANY

Original Contractor

Federal Insurance Company*

By: [Signature]

By: [Signature]

Shisha Desai

Its Attorney in Fact
Cynthia P. Johnson

Title Vice President
(If corporation, affix seal)

STATE OF CALIFORNIA

SEE ATTACHED ACKNOWLEDGMENT

COUNTY OF _____
ACKNOWLEDGEMENT

)
) ss.
)

SURETY'S

On _____, before me personally appeared person whose name is subscribed the name of said corporation thereto, and acknowledged that he subscribed the name of said corporation thereto, and his name as its attorney in fact.

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

Notary Public _____ (SEAL)

NOTE: All signatures must be notarized.

Executed in 5 Counterparts

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

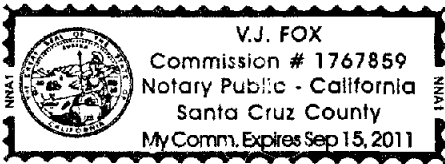
On December 14, 2010 before me, V.J. Fox, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jigisha Desai, Vice President
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

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

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

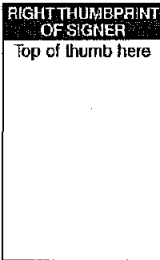
Document Date: _____ Number of Pages: _____

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

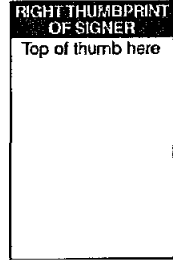
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
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- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

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Date Here Insert Name and Title of the Officer

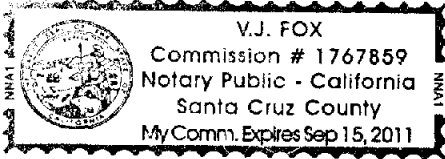
personally appeared Cynthia P. Johnson, Attorney-in-Fact
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

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



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

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

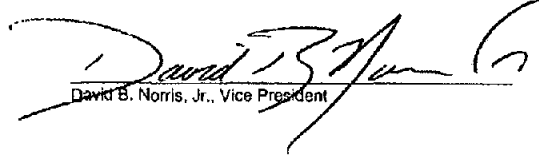
Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Jigisha Desai, John Gilliland, Cynthia P. Johnson, Kathleen Schreckengost, Ananya Mukherjee and Eve Perez of Watsonville, California-----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **17th day of December, 2009**


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

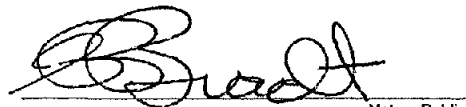
County of Somerset

On this, **17th** day of **December, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



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


Notary Public

CERTIFICATION

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

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

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

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

December 14, 2010




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



POWER OF ATTORNEY

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

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

Attorney-In-Fact No. 221864

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint John D. Gilliland, Jigisha Desai, Ananya Mukherjee, Cynthia P. Johnson, and Kathleen Schreckengost of the City of Watsonville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

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

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

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



State of Connecticut

City of Hartford ss.

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

On this the 7th day of December, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

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

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

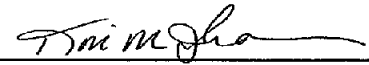
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this December 14, 2010



Kori M. Johanson, Assistant Secretary



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

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

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

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

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

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

ATTEST:



Eric D. Barnes

Frank E. Martin Jr.

Eric D. Barnes

Assistant Secretary

Frank E. Martin, Jr. Vice-President

State of Maryland }
County of Baltimore } ss:

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

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



Constance A. Dunn

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

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

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

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

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

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Companies on **December 14, 2010**



Gerald F. Haley

Gerald F. Haley

Secretary

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
12/14/2010

NAME OF INSURED: GRANITE CONSTRUCTION COMPANY

[Empty space for insurance details]



POLICY NUMBER: GL 2074978689

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

Name of Additional Insured Person(s) Or Organizations
(As required by written contract/agreement per Paragraph A. below.)

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

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

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

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

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

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

This insurance does not apply to:

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

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

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

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

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

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

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

4. Other Insurance

a. Primary Insurance

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

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



POLICY NUMBER: GL 2074978689

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Severability of Interest

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

Waiver of Subrogation

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

Schedule

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

Notice of Cancellation

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

Schedule

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

Number of days advance notice

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

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



For All the Commitments You Make[®]

Policy Number: BUA 2074978692

Valley Forge Insurance Company

This endorsement modifies insurance provided under the following form:

ADDITIONAL INSURED

BUSINESS AUTO COVERAGE FORM

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

SCHEDULE

Additional Insured:

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

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

Primary Wording

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

Severability of Interest

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

Waiver of Subrogation

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

Schedule

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

Notice of Cancellation

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

Schedule

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

Number of days advance notice

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

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

Notice of Cancellation

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

Schedule

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

Number of days advance notice:

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

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

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

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

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

Endorsement Effective: 10/01/09

Policy No. WC274978630 (CA)

Insurance Company: Valley Forge Insurance Co

G-19160-B

(ED. 11/97)

UTAH WAIVER OF SUBROGATION ENDORSEMENT

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

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

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

Schedule

Person or Organization:

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

This endorsement changes the policy to which is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparations of the policy.)

Endorsement Effective: 10/01/09

Policy No. WC 274978644

Insurance Company: Valley Forge Insurance Co.

WC 43 03 05

(Ed. 7-00)

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

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

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

Schedule

Person or Organization:

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

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

Endorsement Effective: 10/1/09

Policy No. WC274978644

Insurance Company: Valley Forge Insurance Company

Endorsement Effective: 10/1/09

Policy No WC274978658 (NY Only)

Insurance Company: Transportation Insurance Company

WC 000 313

(Ed-4-84)