

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

Ebb A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
May 13, 2010

SUBJECT: Indian Canyon Drive at Interstate 10 (I-10), reconstruction of interchange in the City of Palm Springs and the unincorporated area of Riverside County.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Conduct a public hearing with respect to the request received from low bidder Granite Construction Company regarding the subject improvements, to substitute a subcontractor due to clerical error; and at the close of the public hearing, pursuant to §4107.5 of the California Public Contract Code and in the absence of compelling reasons to the contrary, approve the request of Granite Construction to substitute Foundation Pile, Inc. in place of West Coast/Tipco Pile Driving, JV as the subcontractor for the work of pile driving, and;

Juan C. Perez
Director of Transportation

JCP:jj:sb
(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 16,526,137	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010
SOURCE OF FUNDS: City of Palm Springs (99.92%), Mission Springs Water District (0.08%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 25, 2010
xc: Transp.

Kecia Harper-Ihem

Clerk of the Board

By:
Deputy

Prev. Agn. Ref. 3/16/10, Item 3.64 | **District:** 5 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

9.15

FORM APPROVED COUNTY COUNSEL
 DATE 5/13/10
 BY: NEAL R. KIPNIS
 Departmental Concurrence

Policy
 Policy
 Consent
 Consent
 Dept's Recomm.:
 Per Exec. Ofc.:

The Honorable Board of Supervisors

RE: Indian Canyon Drive at Interstate 10 (I-10), reconstruction of interchange in the City of Palm Springs and the unincorporated area of Riverside County.

May 13, 2010

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RECOMMENDED MOTIONS continued:

2. Subject to approval of Item 1; accept the low bid of Granite Construction Company of Indio, CA in the amount of \$16,526,137, and award the contract to that firm and authorize the Chairman of the Board to execute the contract documents, and;
3. Authorize the Director of Transportation to approve up to \$150,000 single item change orders not to exceed a cumulative amount of 10% (\$1,652,614) of the original contract amount, and;
4. Amend the project's budget as proposed on Attachment "A".

BACKGROUND:

By Minute Order dated March 16, 2010 (agenda item 3.64) the Board authorized the Clerk of the Board to advertise for the reconstruction of the Indian Canyon Drive at Interstate 10 (I-10) interchange within the City of Palm Springs and the unincorporated area of Riverside County.

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, April 28, 2010. Nine bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bidder for all schedules of work. The lowest responsive and responsible bid was submitted by Granite Construction Company of Indio, CA, in the amount of \$16,526,137.

The total bid price, submitted by Granite Construction Company is \$8,949,463 (35%) below the Engineer's Estimate. The project will be completed within the existing budget shown on Attachment "A".

Pursuant to §4107 and 4107.5 of the California Public Contract Code, Granite Construction Company has requested that West Coast/Tipco Pile Driving, JV be substituted with Foundation Pile, Inc., as its subcontractor related to the bridge piling scope of work on the project. Granite Construction Company requested this substitution based on the grounds that West Coast/Tipco Pile Driving, JV was listed mistakenly, and Foundation Pile, Inc. was erroneously excluded from Granite Construction Company's list of subcontractors in its bid due to an inadvertent clerical error (California Public Contract Code §4107.5). On May 6, 2010, the required notice of Granite Construction Company's request to change subcontractors was given by County to West Coast/Tipco Pile Driving, JV. The request for substitution; the affidavits of the clerical error received from the prime contractor, the listed subcontractor and the intended subcontractor, as required under the statute; the letter giving notice of the request to West Coast/Tipco Pile Driving, JV; and the letter giving notice of this public hearing, are attached and designated as Attachment "B".

This public hearing is required pursuant to §4107 and §4107.5 of the California Public Contract Code. The Office of County Counsel and the Transportation Department have reviewed the documents received from Granite Construction, West Coast/Tipco Pile Driving, JV and

The Honorable Board of Supervisors

RE: Indian Canyon Drive at Interstate 10 (I-10), reconstruction of interchange in the City of Palm Springs and the unincorporated area of Riverside County.

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Foundation Pile, Inc., and are of the opinion the requirements of the two referenced statutes are met, and recommend that the declared clerical error and requested substitution be approved.

The Indian Canyon Drive Interchange at I-10 is identified in the County's Transportation Improvement Program and is a high priority facility in the Coachella Valley Association of Government (CVAG) Regional Arterial Program. Significant growth in the area has increased traffic volume beyond the capacity of the interchange; as a result, the interchange traffic service is currently failing during the peak hours of operation. The proposed improvements to the interchange will increase the capacity and enhance the traffic operation to a satisfactory level for current and future traffic volumes.

The improvements to the Indian Canyon Drive Interchange consist of the replacement of the existing bridge over I-10 with a new six-lane overcrossing, reconstruction of portions of Indian Canyon Drive, Garnet Avenue, and 20th Avenue, the realignment and widening of the interchange ramps, the addition of westbound and eastbound loop on-ramps and signalization of the ramp termini.

The City competed for Federal Economic Stimulus funds under the American Recovery and Reinvestment Act for this project and was successful in obtaining \$5,518,000. In addition to improved traffic operations, the interchange project will create construction jobs and safety at this interchange.

The City of Palm Springs will provide the County with all funding to Advertise, Award and Administer the project. A construction cooperative agreement has been prepared and has been executed by both parties. Preparation of construction plans and acquisition of right-of-way was performed by the City.

The adjustment of water valves to grade, owned by The Springs Water District, was included in the bid package as an alternate bid schedule. The District has approved the award of the alternate bid schedule as bid by the apparent low bidder, and the costs for the work will be funded by the District.

The Contractor is qualified.

Project Numbers: Project No: A8-0372
 Federal Aid No: ESPLHPLU – 5282 (034) and HP21L – 5282 (035)

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

Contract No. 10-05-009
Riverside Co. Transportation

AGREEMENT

COUNTY OF RIVERSIDE

PROJECT NO. A8-0372

ESPLHPLU-5282 (034) AND HP21L-5282 (035)

THIS AGREEMENT, made and concluded in duplicate as of the date set forth below, between the County of Riverside, party of the first part, and Granite Construction Company, Contractor, party of the second part.

ARTICLE I: WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, in accordance with the Special Provisions, "Notice to Contractors", the State of California Department of Industrial Relations Wage Determination, the Federal Wage Determination, the Proposal to the County of Riverside for the Project, addendum No. **1 through 3**, the Bid Bond, the Performance Bond, the Payment Bond, any specific plans for the project not covered by the Standard Specifications and Standard Plans, any change orders issued, and any written instructions and drawings executed and delivered to the Contractor by the County pursuant to the Contract Documents. Also in accordance with the **Standard Plans, dated May 2006**, the **Standard Specifications, dated May 2006**, the General Prevailing Wage Rates of the Department of Transportation, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of accomplishing the work, which said special provisions Standard Plans, Standard Specifications, Prevailing Wage Rates, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference, made a part hereof.

The work to be done is shown on plans entitled **Indian Canyon Drive at Interstate 10 Reconstruction of Interchange**. Project Sheets 1 through 358, approved March 2, 2010 on file with the County Surveyor file No.206-1 through 358, and as revised by addenda, which said project plans are hereby made a part of this contract.

ARTICLE II: The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and

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referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III: The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract.

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV: By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V: And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Riverside, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

**INDIAN CANYON DRIVE AT INTERSTATE 10
RECONSTRUCTION OF INTERCHANGE
PROJECT NO. A8-0372
FEDERAL AID NO. ESPLHPLU-5282(034) AND HP21L-5282(035)**

AGREEMENT

BASE BID:

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	000003	ENDANGERED SPECIES PROTECTION	LS	1	2,000.00	2,000.00
2.	000003	NONNATIVE PLANT PRECLUSION	LS	1	1,500.00	1,500.00
3.	000003	CONSTRUCTION MONITORING CAMERA (POLE AND ELECTRIC SERVICE)	LS	1	985.00	985.00
4(S,F)	000003	METAL SCRIPT LETTERS (RAILING METHOD)	LS	1	6,500.00	6,500.00
5.	-----	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----
6.	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	4,500.00	4,500.00
7.	071325	TEMPORARY FENCE (TYPE ESA)	M	610	14.00	8,540.00
8.	000003	TEMPORARY FENCE (TYPE WILDLIFE)	M	610	18.00	10,980.00
9.	074016	CONSTRUCTION SITE MANAGEMENT	LS	1	15,000.00	15,000.00
10.	074020	WATER POLLUTION CONTROL	LS	1	500.00	500.00
11.	074018	HEALTH AND SAFETY PLAN	LS	1	500.00	500.00
12.	074028	TEMPORARY FIBER ROLLS	M	10,800	7.00	75,600.00
13.	074029	TEMPORARY SILT FENCE	M	960	17.00	16,320.00
14.	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	3	4,500.00	13,500.00
15.	074035	TEMPORARY CHECK DAM	M	52	35.00	1,820.00
16.	074037	MOVE-IN/MOVE-OUT (TEMPORARY EROSION CONTROL)	EA	4	350.00	1,400.00
17.	074038	TEMPORARY DRAINAGE INLET PROTECTION	EA	39	125.00	4,875.00
18.	074039	TEMPORARY HYDRAULIC MULCH (POLMER STABILIZED FIBER MATRIX)	M2	136,000	0.20	27,200.00
19.	074041	STREET SWEEPING	LS	1	65,000.00	65,000.00
20.	074042	TEMPORARY CONCRETE WASHOUT (PORTABLE)	LS	1	8,500.00	8,500.00
21.	120090	CONSTRUCTION AREA SIGNS	LS	1	18,000.00	18,000.00
22.	120100	TRAFFIC CONTROL SYSTEMS	LS	1	150,000.00	150,000.00
23.	120120	TYPE III BARRICADE	EA	140	35.00	4,900.00
24.	120143	TEMPORARY PAVEMENT DELINEATION	M	4,460	5.00	22,300.00
25.	120149	TEMPORARY PAVEMENT MARKING (PAINT)	M2	100	40.00	4,000.00
26.	120199	TRAFFIC PLASTIC DRUM	EA	590	30.00	17,700.00

AGREEMENT (CONTINUED)

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
27.	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	10	7,500.00	75,000.00
28.	129000	TEMPORARY RAILING (TYPE K)	M	5,300	27.00	143,100.00
29.	129110	TEMPORARY CRASH CUSHION [SAND FILLED]	EA	210	275.00	57,750.00
30.	129110	TEMPORARY CRASH CUSHION [ABSORB 350]	EA	6	11,500.00	69,000.00
31.	150701	REMOVE YELLOW TRAFFIC STRIPE [HAZARDOUS WASTE]	M	2,870	2.50	7,175.00
32.	150608	REMOVE CHAIN LINK FENCE	M	610	14.00	8,540.00
33.	150659	REMOVE TERMINAL SECTION	EA	3	2,000.00	6,000.00
34.	150662	REMOVE METAL BEAM GUARD RAILING	M	660	22.00	14,520.00
35.	150710	REMOVE TRAFFIC STRIPE	M	34,100	1.90	64,790.00
36.	150713	REMOVE PAVEMENT MARKING	M2	52	20.00	1,040.00
37.	150722	REMOVE PAVEMENT MARKER	EA	8,520	2.00	17,040.00
38.	150742	REMOVE ROADSIDE SIGN	EA	43	100.00	4,300.00
39.	150760	REMOVE SIGN STRUCTURE	EA	2	3,500.00	7,000.00
40.	150806	REMOVE CULVERT	M	360	60.00	21,600.00
41.	150820	REMOVE INLET	EA	1	1,000.00	1,000.00
42.	150821	REMOVE HEADWALL	EA	21	275.00	5,775.00
43.	153153	COLD PLANE ASPHALT CONCRETE PAVEMENT (45 MM MAXIMUM)	M2	1,080	8.50	9,180.00
44.	160101	CLEARING AND GRUBBING	LS	1	82,500.00	82,500.00
45.	170101	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00
46 (F)	190101	ROADWAY EXCAVATION	M3	29,170	15.00	437,550.00
47.	190110	LEAD COMPLIANCE PLAN (METRIC)	LS	1	500.00	500.00
48.	190113	ASBESTOS COMPLIANCE PLAN	LS	1	500.00	500.00
49.	193118	CONCRETE BACKFILL	M3	14	225.00	3,150.00
50.	194001	DITCH EXCAVATION	M3	320	8.00	2,560.00
51.	198001	IMPORTED BORROW	M3	71,000	7.25	514,750.00
52.	203016	EROSION CONTROL (TYPE D)	M2	13,200	0.65	8,580.00
53.	203021	FIBER ROLLS (METRIC)	M	10,500	8.00	84,000.00
54.	203026	MOVE-IN/MOVE-OUT (EROSION CONTROL)	EA	1	350.00	350.00
55.	208731	200 MM CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	M	68	200.00	13,600.00

AGREEMENT (CONTINUED)

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
56.	220101	FINISHING ROADWAY	LS	1	25,000.00	25,000.00
57.	260201	CLASS 2 AGGREGATE BASE	M3	14,600	22.00	321,200.00
58.	280000	LEAN CONCRETE BASE	M3	190	200.00	38,000.00
59.	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	TONN	6	3,000.00	18,000.00
60.	390106	ASPHALT CONCRETE (OPEN GRADED) [OPEN GRADED FRICTION COURSE]	TONN	1,310	90.00	117,900.00
61.	390130	HOT MIX ASPHALT (TYPE A)	TONN	320	99.50	31,840.00
62.	000003	HOT MIX ASPHALT (TYPE A BOND BREAKER)	TONN	120	110.00	13,200.00
63.	000003	HOT MIX ASPHALT (TYPE C)	TONN	31,200	71.00	2,215,200.00
64.	394071	PLACE HOT MIX ASPHALT DIKE	M	4,570	6.50	29,705.00
65.	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	M2	320	40.00	12,800.00
66.	397005	TACK COAT	TONN	38	1,400.00	53,200.00
67.	401066	CONCRETE PAVEMENT (EXIT RAMP TERMINI) [JOINTED PLAIN CONCRETE PAVEMENT]	M3	430	275.00	118,250.00
68.	401108	RAPID STRENGTH CONCRETE [JOINTED PLAIN CONCRETE PAVEMENT]	M3	3,780	205.00	774,900.00
69.	000003	SEAL ISOLATION JOINT	M	1,280	4.00	5,120.00
70.	414091	SEAL LONGITUDINAL JOINT	M	2,140	4.00	8,560.00
71.	414101	SEAL TRANSVERSE JOINT	M	2,120	4.00	8,480.00
72.	518201	MASONRY STONE WALL	M2	23	800.00	18,400.00
73 (F)	510129	CLASS 2 CONCRETE (BOX CULVERT)	M3	190	1,000.00	190,000.00
74 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	110	2,000.00	220,000.00
75 (F)	520107	BAR REINFORCING STEEL (BOX CULVERT)	KG	21,271	2.00	42,542.00
76 (F)	560218	FURNISH SIGN STRUCTURE (TRUSS)	KG	30,000	9.00	270,000.00
77 (F)	560219	INSTALL SIGN STRUCTURE (TRUSS)	KG	30,000	1.00	30,000.00
78.	560234	FURNISH LAMINATED PANEL SIGN (25.4 MM -TYPE A)	M2	67	250.00	16,750.00
79.	560238	FURNISH SINGLE SHEET ALUMINUM SIGN (1.6 MM-UNFRAMED)	M2	56	125.00	7,000.00
80.	560239	FURNISH SINGLE SHEET ALUMINUM SIGN (2.0 MM-UNFRAMED)	M2	30	140.00	4,200.00
81.	560241	FURNISH SINGLE SHEET ALUMINUM SIGN (1.6 MM-FRAMED)	M2	13	135.00	1,755.00
82.	560242	FURNISH SINGLE SHEET ALUMINUM SIGN (2.0 MM-FRAMED)	M2	71	150.00	10,650.00
83.	561015	1524 MM CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	M	23	4,000.00	92,000.00
84.	566011	ROADSIDE SIGN - ONE POST	EA	85	350.00	29,750.00

AGREEMENT (CONTINUED)

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
85.	566012	ROADSIDE SIGN - TWO POST	EA	17	575.00	9,775.00
86.	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	8	350.00	2,800.00
87.	568015	INSTALL SIGN (MAST-ARM HANGER METHOD)	EA	22	375.00	8,250.00
88.	620909	450 MM ALTERNATIVE PIPE CULVERT	M	71	160.00	11,360.00
89.	620913	600 MM ALTERNATIVE PIPE CULVERT	M	230	170.00	39,100.00
90.	620924	900 MM ALTERNATIVE PIPE CULVERT	M	120	180.00	21,600.00
91.	664097	600 MM BITUMINOUS COATED CORRUGATED STEEL PIPE (2.77 MM THICK)	M	200	200.00	40,000.00
92.	664110	900 MM BITUMINOUS COATED CORRUGATED STEEL PIPE (2.77 MM THICK)	M	50	225.00	11,250.00
93.	717072	100 MM POLYVINYL CHLORIDE SEWER PIPE	M	37	50.00	1,850.00
94.	721008	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	M3	140	160.00	22,400.00
95.	721430	CONCRETE (CHANNEL LINING)	M3	73	500.00	36,500.00
96.	729010	ROCK SLOPE PROTECTION FABRIC	M2	330	25.00	8,250.00
97(F)	731504	MINOR CONCRETE (CURB AND GUTTER)	M3	250	775.00	193,750.00
98(F)	000003	MINOR CONCRETE (COLORED)	M2	1,890	120.00	226,800.00
99(F)	731521	MINOR CONCRETE (SIDEWALK)	M3	260	525.00	136,500.00
100(F)	731530	MINOR CONCRETE (TEXTURED PAVING)	M2	1,190	125.00	148,750.00
101(F)	750001	MISCELLANEOUS IRON AND STEEL	KG	1,262	10.00	12,620.00
102.	800391	CHAIN LINK FENCE (TYPE CL-1.8)	M	940	65.00	61,100.00
103.	820105	DELINEATOR (SPECIAL)	EA	23	60.00	1,380.00
104.	820107	DELINEATOR (CLASS 1)	EA	160	50.00	8,000.00
105.	832003	METAL BEAM GUARD RAILING (WOOD POST)	M	670	99.00	66,330.00
106.	839541	TRANSITION RAILING (TYPE WB)	EA	4	6,000.00	24,000.00
107.	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	5	900.00	4,500.00
108.	839585	ALTERNATIVE FLARED TERMINAL SYSTEM [TYPE SRT]	EA	9	3,500.00	31,500.00
109.	839605	CRASH CUSHION (REACT 9SCBS)	EA	3	75,000.00	225,000.00
110.	839703	CONCRETE BARRIER (TYPE 60C)	M	270	525.00	141,750.00
111.	839705	CONCRETE BARRIER (TYPE 60E)	M	89	515.00	45,835.00
112.	840515	THERMOPLASTIC PAVEMENT MARKING	M2	360	40.00	14,400.00
113.	840563	200 MM THERMOPLASTIC TRAFFIC STRIPE	M	1,210	3.00	3,630.00

**AGREEMENT
(CONTINUED)**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
114	840571	100 MM THERMOPLASTIC TRAFFIC STRIPE (BROKEN 5.18 M - 2.14 M)	M	9,600	2.25	21,600.00
115	840656	PAINT TRAFFIC STRIPE (2-COAT)	M	13,100	1.25	16,375.00
116	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	15,300	2.10	32,130.00
117	850110	PAVEMENT MARKER (RETROREFLECTIVE-SPECIAL TYPE C)	EA	86	5.00	430.00
118	850111	PAVEMENT MARKER (RETROREFLECTIVE -SPECIAL TYPE D)	EA	790	5.00	3,950.00
119	850112	PAVEMENT MARKER (RETROREFLECTIVE-SPECIAL TYPE G)	EA	2,790	5.00	13,950.00
120	850113	PAVEMENT MARKER (RETROREFLECTIVE-SPECIAL TYPE H)	EA	450	5.00	2,250.00
121	860251	SIGNAL AND LIGHTING (LOCATION 1)	LS	1	210,000.00	210,000.00
122	860252	SIGNAL AND LIGHTING (LOCATION 2)	LS	1	195,000.00	195,000.00
123	860300	SIGNAL AND LIGHTING (CITY STREET LOCATION 1)	LS	1	235,000.00	235,000.00
124	860302	SIGNAL AND LIGHTING (CITY STREET LOCATION 2)	LS	1	250,000.00	250,000.00
125	860460	LIGHTING AND SIGN ILLUMINATION	LS	1	590,000.00	590,000.00
126	860701	INTERCONNECTION CONDUIT AND CONDUCTOR	LS	1	160,000.00	160,000.00
127	861101	RAMP METERING SYSTEM (LOCATION 1)	LS	1	130,000.00	130,000.00
128	861102	RAMP METERING SYSTEM (LOCATION 2)	LS	1	140,000.00	140,000.00
129	861103	RAMP METERING SYSTEM (LOCATION 3)	LS	1	120,000.00	120,000.00
130	861104	RAMP METERING SYSTEM (LOCATION 4)	LS	1	130,000.00	130,000.00
131	861349	REMOVE EXISTING SIGNAL SYSTEM (LOCATION 1)	LS	1	80,000.00	80,000.00
132	861350	REMOVE EXISTING SIGNAL SYSTEM (LOCATION 2)	LS	1	80,000.00	80,000.00
133	999990	MOBILIZATION	LS	1	834,000.00	834,000.00
134	000003	COURSE OF CONSTRUCTION INSURANCE	LS	1	8,000.00	8,000.00
135	019901	DEMobilIZATION	LS	1	500.00	500.00
136	066102	DUST ABATEMENT	LS	1	45,000.00	45,000.00
137	066105	RESIDENT ENGINEER OFFICE	LS	1	25,000.00	25,000.00
138	066840	TRAFFIC SIGNAL CONTROLLER ASSEMBLY [WITH BATTERY BACK-UP] [2-LOCATIONS]	LS	1	13,600.00	13,600.00
139	066843	MODEL 170 CONTROLLER ASSEMBLY [RAMP METER] [4-LOCATIONS]	LS	1	19,200.00	19,200.00
140	066015	FEDERAL TRAINEE PROGRAM	LS	1	5,000.00	5,000.00
141	047403	610 MM STEEL PIPE CASING	M	26	1,000.00	26,000.00

**AGREEMENT
(CONTINUED)**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
142	157550	BRIDGE REMOVAL	LS	1	85,000.00	85,000.00
143(F)	192003	STRUCTURE EXCAVATION (BRIDGE)	M3	1,150	90.00	103,500.00
144(F)	193003	STRUCTURE BACKFILL (BRIDGE)	M3	490	125.00	61,250.00
145	490566	FURNISH STEEL PILING (HP 360 X 132)	M	2,977	165.00	491,205.00
146	490567	DRIVE STEEL PILE (HP 360 X 132)	EA	196	1,525.00	298,900.00
147	-----	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----
148	-----	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----
149	500020	PRESTRESSING PRECAST GIRDER	LS	1	95,000.00	95,000.00
150(F)	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	M3	220	425.00	93,500.00
151(F)	510053	STRUCTURAL CONCRETE, BRIDGE	M3	1,710	870.00	1,487,700.00
152(F)	510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	M3	210	650.00	136,500.00
153	511036	ARCHITECTURAL SURFACE [LAVA ROCK FACING]	M2	170	250.00	42,500.00
154 F)	511063	FRACTURED FIN TEXTURE	M2	140	130.00	18,200.00
155	512254	FURNISH PRECAST PRESTRESSED CONCRETE BULB-TEE GIRDER (25 M-30 M)	EA	26	20,000.00	520,000.00
156	512255	FURNISH PRECAST PRESTRESSED CONCRETE BULB-TEE GIRDER (30 M-35 M)	EA	13	24,000.00	312,000.00
157	512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	39	2,200.00	85,800.00
158	519123	JOINT SEAL (TYPE B - MR 50 MM)	M	72	300.00	21,600.00
159(F)	520102	BAR REINFORCING STEEL (BRIDGE)	KG	244,000	2.00	488,000.00
160(F)	721810	SLOPE PAVING (CONCRETE)	M3	72	1,360.00	97,920.00
161(F)	750505	BRIDGE DECK DRAINAGE SYSTEM	KG	470	22.50	10,575.00
162(F)	833088	TUBULAR HANDRAILING	M	10	240.00	2,400.00
163(F)	833142	CONCRETE BARRIER (TYPE 26 MODIFIED)	M	110	690.00	75,900.00
164	839727	CONCRETE BARRIER (TYPE 736 MODIFIED)	M	110	420.00	46,200.00
165(F)	833020	CHAIN LINK RAILING [MINI MESH]	M	91	1,250.00	113,750.00

SUBTOTAL, BASE BID, ITEMS 1-165:

Sixteen million, five hundred ten thousand, seven hundred thirty seven dollars and zero cents. \$ 16,510,737.00

**AGREEMENT
(CONTINUED)**

**ALTERNATE BID:
THE MISSION SPRING WATER DISTRICT**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
166	000003	ADJUST WATER VALVE COVER TO GRADE	EA	14	1,100.00	15,400.00

SUBTOTAL, ALTERNATE BID, ITEM 166:

Fifteen Thousands, Four hundred dollars and zero cents. **\$ 15,400.00**

PROJECT TOTAL, ITEMS 1-166:

Sixteen million, five hundred twenty six thousand, one hundred thirty seven dollars and zero cents.

\$ 16,526,137.00

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date set forth below.

COUNTY OF RIVERSIDE

GRANITE CONSTRUCTION COMPANY

BY Marion Ashley
Chairman, Board of Supervisors
MARION ASHLEY

BY Jigisha Desai
Jigisha Desai

Dated 5/25/2010

TITLE: Vice President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

BY: Ananya Mukherjee
Ananya Mukherjee

BY M. Williams
Deputy

TITLE: Assistant Treasurer
Parent Company Granite Construction
Incorporated

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 5/13/10
NEAL R. KIPNIS DATE

Licensed in accordance with an act
providing for the registration of
Contractors,

License No. 89

Federal Employer Identification
Number: 94-0519552

BY _____
"County"
(Seal)

GRANITE CONSTRUCTION COMPANY
"Corporation"
(Seal)

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, Michael Futch, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on March 26, 2010 by unanimous written consent and without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted at said meeting have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed individuals are authorized to execute documents and agreements in connection with the operations of this Company:

William G. Dorey	President & CEO
LeAnne M. Stewart	Senior Vice President, CFO, Corporate Compliance Officer & Assistant Secretary
James H. Roberts	Executive Vice President and Chief Operating Officer
Michael F. Donnino	Senior Vice President, Group 1 Manager & Assistant Secretary
Thomas S. Case	Vice President, Group 2 Manager & Assistant Secretary
Jigisha Desai	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
John A. Franich	Vice President, Group 3 Manager & Assistant Secretary
Michael Futch	Vice President, General Counsel & Secretary
Randy J. Kremer	Vice President, Manager of Construction Materials & Assistant Secretary
Laurel J. Krzeminski	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President, Director of Business Development & Assistant Secretary
Jay L. McQuillen, Jr.	Vice President, Group 4 Manager & Assistant Secretary
Margaret B. Wynn	Vice President of Human Resources & Assistant Secretary
Thomas M. Bodeman	Director of Corporate Taxation and Assistant Secretary

RESOLVED FURTHER, that the below listed individual of Granite Construction Incorporated, parent of the Company, is authorized to execute documents and agreements in connection with the operations of this Company:

Ananya Mukherjee	Assistant Treasurer
------------------	---------------------

RESOLVED FURTHER, that the authority provided herein is subject to the limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED FURTHER, that the below listed individuals are authorized to attest documents and agreements in connection with the operations of the Company:

William G. Dorey	President & CEO
LeAnne M. Stewart	Senior Vice President, CFO, Corporate Compliance Officer & Assistant Secretary
Mark E. Boitano	Executive Vice President
James H. Roberts	Executive Vice President and Chief Operating Officer
Michael F. Donnino	Senior Vice President, Group 1 Manager & Assistant Secretary
Thomas S. Case	Vice President, Group 2 Manager & Assistant Secretary
Jigisha Desai	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
John A. Franich	Vice President, Group 3 Manager & Assistant Secretary
Michael Futch	Vice President, General Counsel & Secretary
Randy J. Kremer	Vice President, Manager of Construction Materials & Assistant Secretary
Laurel J. Krzeminski	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President, Director of Business Development & Assistant Secretary
Jay L. McQuillen, Jr.	Vice President, Group 4 Manager & Assistant Secretary
Margaret B. Wynn	Vice President of Human Resources & Assistant Secretary
Thomas M. Bodeman	Director of Corporate Taxation and Assistant Secretary
Richard A. Watts	Assistant General Counsel, Group 4 Counsel & Assistant Secretary
Kenneth M. Smith	Group 1 Counsel & Assistant Secretary
Jason M. Jasper	Group 2 Counsel & Assistant Secretary
Heather J. Lenhardt	Group 3 Counsel & Assistant Secretary

RESOLVED FURTHER, that the below listed individual of Granite Construction Incorporated, parent of the Company, is authorized to attest documents and agreements in connection with the operations of this Company:

Ananya Mukherjee Assistant Treasurer

Dated: April 20, 2010


Michael Futch

PERFORMANCE BOND

Premium: \$101,636.00

Recitals:

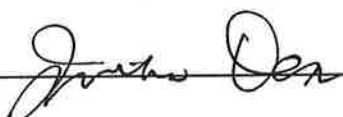
1. **Granite Construction Company.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Indian Canyon Drive at Interstate 10, Reconstruction of Interchange, Project No. A8-0372, Federal Aid No. ESPLHPLU-5282(034) and HP21L-5282(035).**
2. Federal Insurance Company*, a Indiana** corporation (Surety), is the Surety under this Bond.

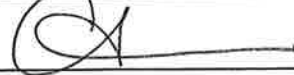
Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **16,526,137.00 (Sixteen million, five hundred twenty-six thousand, one hundred thirty seven dollars and zero cents),** 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 10% without approval of Surety.

THIS BOND is executed as of May 21, 2010

By 
By Jigisha Desai

By 
Type Name Cynthia P. Johnson
Its Attorney in Fact
"Surety"

Title Vice President
"Contractor"
GRANITE CONSTRUCTION COMPANY
(Corporate Seal)

Federal Insurance Company*
(Corporate Seal)

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

*Travelers Casualty and Surety Company of America,
Fidelity and Deposit Company of Maryland, Jointly and Severally Liable
**Connecticut, Maryland, respectively
Executed in 2 Counterparts

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

On May 21, 2010 before me, Vanda Funk, Notary Public

Date Here Insert Name and Title of the Officer

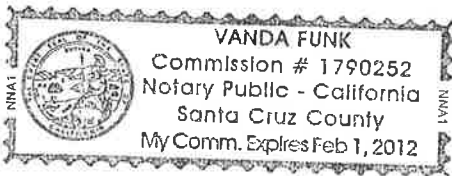
personally appeared Jigisha Desai, Vice President

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 Vanda Funk

Signature 4276 Signature of Notary Public

Vanda Funk, Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

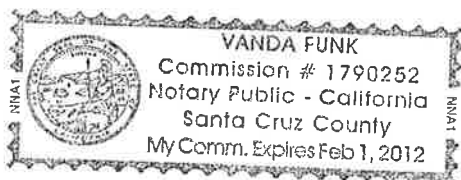
State of California

County of Santa Cruz

On May 21, 2010 before me, Vanda Funk, Notary Public
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.



Place Notary Seal Above

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 Vanda Funk
Signature of Notary Public Vanda Funk, Notary Public

OPTIONAL 4278

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: _____

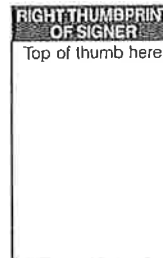
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____

Premium included in
Performance Bond

PAYMENT BOND

Bond Nos.: 82168670 Federal
105436387 Travelers
09010863 F&D

(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 to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$16,526,137.00 (Sixteen million, five hundred twenty-six thousand, one hundred thirty seven dollars and zero cents)**, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of **Indian Canyon Drive at Interstate 10, Reconstruction of Interchange, Project No. A8-0372, Federal Aid No. ESPLHPLU-5282(034) and HP21L-5282(035).**

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

DATED: May 21, 2010

GRANITE CONSTRUCTION COMPANY
Original Contractor - Principal

Federal Insurance Company*
Surety

By Jigisha Desai
Jigisha Desai

By Cynthia P. Johnson
Its Attorney In Fact
Cynthia P. Johnson

Title Vice President
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

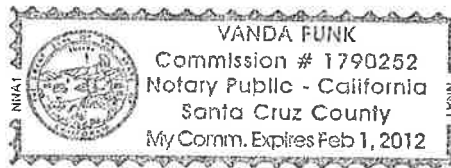
STATE OF CALIFORNIA
COUNTY OF Santa Cruz

} ss. SURETY'S ACKNOWLEDGEMENT

On May 21, 2010 before me, Vanda Funk, Notary Public personally appeared, Cynthia P. Johnson, ~~known to me~~, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Vanda Funk
Signature of Notary Public 4281



Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz }

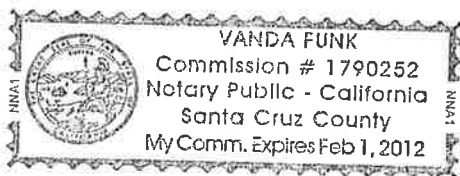
On May 21, 2010 before me, Vanda Funk, Notary Public
Date Here Insert Name and Title of the Officer

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 Vanda Funk
Signature of Notary Public Vanda Funk, Notary Public

OPTIONAL 4279

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

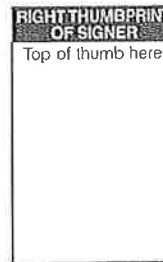
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____



**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

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

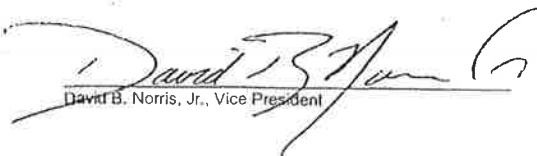
Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Jigisha Desai, John Gilliland, Cynthia P. Johnson, Kathleen Schreckengost,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

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

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **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 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 **21st** day of **May, 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

Surety Bond No. or Project Description:
105436387

Principal: Granite Construction Company

Obligee: County of Riverside

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 May 21, 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 deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Companies, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn

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

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

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

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

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

CERTIFICATE

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

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, at a meeting duly called and held on the 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 May 21, 2010



Gerald F. Haley

Gerald F. Haley

Secretary

Company Profile

FEDERAL INSURANCE COMPANY
15 MOUNTAIN VIEW ROAD
WARREN, NJ 07061-1615
800-252-4670

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR LOS ANGELES, CA 90017 JERE KEPRIOS, C/O
 CT CORPORATION SYSTEM 818 WEST SEVENTH ST LOS ANGELES, CA 90017
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	20281
NAIC Group #:	0038
California Company ID #:	0059-6
Date authorized in California:	December 18, 1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
 AUTOMOBILE
 BOILER AND MACHINERY
 BURGLARY
 COMMON CARRIER LIABILITY
 CREDIT
 DISABILITY
 FIRE
 LIABILITY
 MARINE
 MISCELLANEOUS
 PLATE GLASS
 SPRINKLER
 SURETY
 TEAM AND VEHICLE
 WORKERS' COMPENSATION

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

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Company Profile**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli
 HARTFORD, CT 06183
 877-872-8737

Former Names for Company**Old Name:** AETNA CASUALTY & SURETY COMPANY OF AMERICA**Effective Date:** 07-01-1997**Agent for Service of Process**

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	31194
NAIC Group #:	<u>3548</u>
California Company ID #:	2444-8
Date authorized in California:	July 31, 1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
 AUTOMOBILE
 BOILER AND MACHINERY
 BURGLARY
 COMMON CARRIER LIABILITY
 CREDIT
 DISABILITY
 FIRE
 LIABILITY
 MARINE
 MISCELLANEOUS
 PLATE GLASS
 SPRINKLER
 SURETY
 TEAM AND VEHICLE
 WORKERS' COMPENSATION

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

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Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND 1400 AMERICAN LANE, 19TH FLOOR TOWER 1 SCHUAMBURG, IL 60196-1056 800-382-2150

Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	39306
NAIC Group #:	<u>0212</u>
California Company ID #:	2479-4
Date authorized in California:	January 01, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/10

PRODUCER LIC #0056172 1-831-724-3841
McSherry and Hudson
575 Auto Center Dr.
P.O. Box 2690
Watsonville, CA 95076

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: VALLEY FORGE INS CO	20508
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRP	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL 2074978689	10/01/09	10/01/12	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$N11 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contractual Liability	BUA 2074978692	10/01/09	10/01/12	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC 274978630 (CA) WC 274978644 (AOS)	10/01/09 10/01/09	10/01/12 10/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

JOB #225029 INDIAN CANYON DRIVE & I-10 INTERCHANGE
 COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, THE MISSION SPRINGS WATER DISTRICT, ITS EMPLOYEES AND AGENTS, STATE OF CALIFORNIA, TRANSPORTATION DEPARTMENT, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, COACHELLA VALLEY ASSOCIATION OF GOVERNEMENTS, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, THE CITY OF PALM SPRINGS, ITS OFFICER, DIRECTORS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED PER THE ATTACHED ENDORSEMENTS (G-140331-B)
 GL PER ISO FORM CG0001 10/01; AL PER ISO FORM CA0001 10/01

CERTIFICATE HOLDER

225029
 County of Riverside
 3525 14th Street
 Riverside, CA 92501
 USA

CANCELLATION 10 DAYS NOTICE OF NON-PAYMENT PREMIUM

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO SEND SUCH NOTICE DOES NOT CONSTITUTE A WAIVER OF ANY RIGHTS OR OBLIGATIONS OF THE INSURER OR ITS AGENTS OR EXCESS/UMBRELLA CARRIERS.
 AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/21/10

NAME OF INSURED: GRANITE CONSTRUCTION COMPANY



POLICY NUMBER: GL 2074978689

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

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

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

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

A. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s), including any person or organization shown in the Schedule above, whom you are required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided:

a. The written contract or written agreement was executed prior to:

1. The "bodily injury" or "property damage"; or
2. The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part; and

b. The written contract or written agreement pertains to your ongoing operations or "your work" for the additional insured(s).

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations for the additional insured(s) or

c. "Your work" that is included in the "products-completed operations hazard" and performed for the additional insured, but only if this Coverage Part provides such coverage, and only if the written contract or written agreement requires you to provide the additional insured such coverage.

2. However, we will not provide the additional insured any broader coverage or any higher limit of insurance than the least of those:

- a. Required by the written contract or written agreement;
- b. Described in B.1. above; or
- c. Afforded to you under this policy.

3. This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract or agreement requires this insurance to be primary. In that event, this insurance will be primary relative to insurance which covers the additional insured as a named insured. We will not require contribution from such insurance if the written contract or written agreement also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

4. The insurance provided to the additional insured terminates when your operations for the additional insured are complete. But if the written contract or written agreement specifies a date until which this insurance must apply, then this insurance terminates:
 - a. On the date specified in the written contract or written agreement; or
 - b. When this policy expires or is cancelled, whichever occurs first.

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

This insurance does not apply to:

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

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

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

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

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

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

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

4. Other Insurance

a. Primary Insurance

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

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



POLICY NUMBER: GL 2074978689

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following form:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Severability of Interest

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

Waiver of Subrogation

The Company waives any right of subrogation against any additional insured because of payments the Company makes for injury or damage arising out of operations performed for such additional insured by the named insured but, only if a written contract requires such a waiver.

Notice of Cancellation

This insurance policy will not be cancelled, limited, non-renewed, or any coverage reduced until sixty (60) days after receipt by any additional insured of a written notice of such cancellation, reduction of coverage or non-renewal. In the event of cancellation for non-payment of premium, ten (10) days written notice of such cancellation will be given.

BY: 

Catherine Gustavson

Authorized Representative
Mcsherry & Hudson



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 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 subrogation against any additional insured because of payments the Company makes for injury or damage arising out of operations performed for such additional insured by the named insured but, only if a written contract requires such a waiver.

Notice of Cancellation

This insurance policy will not be cancelled, limited, non-renewed, or any coverage reduced until **sixty (60) days** after receipt by any additional insured of a written notice of such cancellation, reduction of coverage or non-renewal. In the event of cancellation for non-payment of premium, **ten (10) days** written notice of such cancellation will be given.

BY:

Catherine Gustavson

Authorized Representative
Mcscherry & Hudson

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Determined at Audit

The additional premium for this endorsement shall be / % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization


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

- 1) This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
 - 2) The sentence in () is optional with the company. It limits the endorsement to apply only to specific jobs of the insured.
 - 3) The premium charge shall be no less than 5% of the California workers' compensation premium otherwise due.
- This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective: 10/01/09

Policy No.: WC 274978630 (CA)
Insurance Company: Valley Forge Insurance Co

BY: 
Catherine Gustavson
Authorized Representative
Mcsherry & Hudson

WC 04-03-06
(Ed 4-84)

UTAH WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS 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 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 47 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 furnish this waiver

This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah

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
Endorsement Effective: 10/1/09

Policy No. WC274978644
Policy No. WC274978658 (NY Only)

Insurance Company: Valley Forge Insurance Company
Insurance Company: Transportation Insurance Company

WC 000 313
(Ed. 4-84)

Company Profile

VALLEY FORGE INSURANCE COMPANY

CNA PLAZA, 333 SOUTH WABASH

CHICAGO, IL 60685

800-345-7542

Former Names for Company

Old Name: AMERICAN AVIATION & GENERAL INSURANCE COMPANY

Effective Date: 07-03-1957

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR LOS ANGELES, CA 90017 JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH ST LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	20508
NAIC Group #:	<u>0218</u>
California Company ID #:	1282-3
Date authorized in California:	September 27, 1944
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
 AUTOMOBILE
 BOILER AND MACHINERY
 BURGLARY
 COMMON CARRIER LIABILITY
 CREDIT
 DISABILITY
 FIRE
 LIABILITY
 MARINE
 MISCELLANEOUS
 PLATE GLASS
 SPRINKLER
 SURETY
 TEAM AND VEHICLE
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/10

PRODUCER LIC #0056172 1-831-724-3841
McSherry and Hudson
575 Auto Center Dr.
P.O. Box 2690
Watsonville, CA 95076

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.


INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMERICAN INS CO	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Builder's Risk	MBR 5371199-05	05/01/10	05/01/12	SEE BELOW FOR CONTRACT VALUE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 JOB #225029
 JOB NAME: INDIAN CANYON DRIVE & I-10 INTERCHANGE
 ESTIMATED CONTRACT VALUE: \$16,526,137.

CERTIFICATE HOLDER	CANCELLATION 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM
225029 COUNTY OF RIVERSIDE 3525 14TH STREET RIVERSIDE, CA 92501 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDORSE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE A BASIS FOR CANCELLATION OF ANY POLICY UNDER THIS CERTIFICATE. AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/10/10

NAME OF INSURED: GRANITE CONSTRUCTION COMPANY

Claim Contact Information, see below.

Joseph Lakich
VRS/Vericclaim, Inc.
1109 1st Avenue, #210
Seattle, WA 98101

Tel#206.240.9978
Fax#206.299.9741
email: jlakich@vericclaiminc.com

ZURICH NORTH AMERICA

Construction Business Unit



Zurich Master Builders Risk Program

AUTHORIZATION DATE: April 30, 2010

To:	Bill Ward	From:	Denise Abshire
Company:	Aon Risk Services		
Subject:	<i>Granite Construction Inc. Master Builders Risk Renewal BINDER</i>		

NAMED INSURED

Granite Construction Incorporated and all affiliated and subsidiary companies owned or controlled by the Named Insured as now exist or may hereafter be constituted or acquired. In respect to Joint Ventures, the Named Insured's percentage interest is included. If the Named Insured is responsible for such insurance as provided herein, and to the extent the full contract value is declared, then this policy will include the interests of Joint Venture partners for their respective percentage share(s).

The first Named Insured shown above shall be deemed the sole and irrevocable agent of each and every Insured hereunder for the purpose of giving and receiving notices to/from the Company, giving instruction to or agreeing with the Company as respects Policy alteration, for making or receiving payments of premium or adjustments to premium and as respects the payment for claims.

ADDITIONAL NAMED INSURED

All owners, all contractors and subcontractors of every tier, and tenants at the project location, except as named in A. above, as required by any contract, subcontract or oral agreement for the **INSURED PROJECT***, and then only as their respective interests may appear are recognized as Additional Named Insureds hereunder. As respects architects, engineers, manufacturers and suppliers, their interest is limited to their site activities only.

Additional Named Insureds as provided above, may be shown on any Project Certificate issued to this Master Policy or ACORD Certificates of Insurance (or equivalent) issued by **Aon Risk Services**, copies of which will be forwarded, if requested, to the Company.

COMPANY

Zurich American Insurance Company (herein after referred to as the Company)

POLICY FORM

Zurich Master Builders Risk Policy (See attached Specimen along with applicable Endorsements)

MASTER POLICY TERM

The terms provided by this Master Policy shall be effective on **5-1-10** and shall continue in effect until **5-1-12**, both at **12:01 A.M.** standard time at the address of the Named Insured, but only as respects those **INSURED PROJECTS*** beginning on or after the effective date and prior to the expiration date and which have been declared to the Company, except as otherwise amended by endorsement to this policy.

POLICY TERRITORY

Coverage under this Master Policy applies to Covered Property while located within the United States of America, its territories and possessions, including the District of Columbia and the Commonwealth of Puerto Rico, including the territorial coastal waters of any of the foregoing, unless otherwise endorsed to the Policy

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com> or call the following toll-free number: (866) 903-1192. This Notice is provided on behalf of Zurich American Insurance Company and its underwriting subsidiaries.

INSURED'S TERRITORY OF OPERATION

United States of America

LOSS PAYEE(S) AND MORTGAGE(S)

Loss, if any, shall be adjusted with and made payable to the first Named Insured and designated Loss Payees and/or Mortgage Holders, as shown on any Project Certificate issued to the Master Policy, or as per order of the first Named Insured. Receipt of payment by the first Named Insured shall constitute a release in full of all liability under this Policy with respect to such loss.

If not scheduled on a Project Certificate, Loss Payees and Mortgage Holders, all as their respective interest may appear, may be as shown on ACORD Certificates of Insurance (or its equivalent) issued by **Aon Risk Services**, copies of which, upon request of the Company, will be forwarded and kept on file.

LIMIT OF LIABILITY

This Company shall be liable for the estimated **TOTAL PROJECT VALUE** of each individual **INSURED PROJECT** plus the value of Delay in Completion, if applicable, in any one **OCCURRENCE** but not exceeding the Limit of Liability and subject to the Sublimits and Aggregate Limits of Liability, all as stated below, unless otherwise specifically amended on individual Project Certificates to the Master Policy.

Sublimits of Liability

The Company shall not be liable for more than the following Sublimit(s) of Liability in any one **OCCURRENCE**, except as respects Delay In Completion coverage, which shall apply in the aggregate for the **INSURED PROJECT***. **In no event shall these Sublimits of Liability increase the Limit of Liability or Aggregate Limits of Liability.**

Extensions of Coverage

- | | | | |
|------|----|------------------|--|
| (1) | \$ | <u>2,000,000</u> | Physical Damage Coverage to Covered Property in Transit - any one conveyance; |
| (2) | \$ | <u>2,000,000</u> | Physical Damage Coverage to Covered Property in Temporary Offsite Locations - any one location; |
| (3) | \$ | <u>100,000</u> | Maximum any one item – Trees, Plants, and Shrubs; |
| (4) | \$ | <u>250,000</u> | Architects and Engineers Fees; |
| (5) | \$ | <u>1,000,000</u> | Or 25% of the amount of insured physical loss or damage to Covered Property whichever is less, for Expediting Expense and Extra Expense, combined; |
| (6) | \$ | <u>100,000</u> | Physical Damage Coverage to plans, blueprints, drawings, renderings, specifications or other contract documents and models; |
| (7) | \$ | <u>100,000</u> | Fire Department Service Charges; |
| (8) | \$ | <u>100,000</u> | Fire Protective Equipment Refills; |
| (9) | \$ | <u>1,000,000</u> | Or 25% of the amount of insured physical loss of or damage to Covered Property whichever is less - Debris Removal Coverage; |
| (10) | \$ | <u>100,000</u> | Emergency Property Protection Expense – during the Certificate Term, any one INSURED PROJECT ; |
| (11) | \$ | <u>100,000</u> | Claims Preparation Costs |
| (12) | \$ | <u>2,500,000</u> | Ordinance or Law / Demolition & Increased Cost of Construction (Does not apply to Existing Structures, if coverage for such is provided) |

Certificate Coverage Options

- (1) Refer to Company **HOT TESTING** (Applicable to Industrial Risks / Co-Generation / Power Plants)
- (2) As Declared Subject to a maximum of **30%** of the amount of the **TOTAL PROJECT VALUE** - Delay In Completion
- (3) \$ 1,000,000 Damage To Existing Property (Limited) – Included in Standard Coverage; Rates for Higher Limits are shown in the **Schedule of Rates & Deductibles** - Subject to a maximum of **\$5,000,000**
- (4) As Declared Contractor's Wrap Around Coverage
- (5) As Declared Deductible Buyback Coverage
- (6) Refer to Company Damage To Existing Property (All Risk) – See Endorsement

Any project that requires a sublimit greater than the maximums shown in Coverage Options (2) and (3) above shall be submitted to the Company for acceptance and rate and deductible determination prior to attachment of coverage hereunder.

ANNUAL AGGREGATE LIMITS OF LIABILITY

As respects loss or damage caused by, resulting from, contributed to, or aggravated by the following perils, for any one **INSURED PROJECT**, the most the Company shall be liable for in any one **OCCURRENCE** and/or in the aggregate annually for loss or damage from all **OCCURRENCES**, is the lesser of the following:

- 1. The estimated **TOTAL PROJECT VALUE** of the **INSURED PROJECT** plus the value of Delay in Completion, if applicable; or
- 2. The Annual Aggregate Limit shown below for the specific **ZONE** or **LEVEL** based on the address of the **INSURED PROJECT**;

unless otherwise specifically amended on an individual Project Certificate to this Master Policy.

Refer to **CATASTROPHE ZONES (ZBR 301-CAT)** for zone and level identifications.

EARTHQUAKE

- (1) \$ _____ To _____ Within the entire state of California;
- (2) \$ _____ contract _____ Within all other **EARTHQUAKE ZONE 1**;
- (3) \$ _____ limit _____ Within **EARTHQUAKE ZONE 2**;
- (4) \$ _____ Within **EARTHQUAKE ZONE 3** and **ZONE 4**;
- (5) Refer to Company US Territories & Possessions and the Commonwealth of Puerto Rico

FLOOD

- (1) \$ _____ To _____ Within any **FLOOD LEVEL 1** prone areas;
- (2) \$ _____ contract _____ Within any **FLOOD LEVEL 2** prone areas;
- (3) \$ _____ limit _____ Within any **FLOOD LEVEL 3** prone areas;
- (4) Refer to Company US Territories & Possessions and the Commonwealth of Puerto Rico

NAMED STORM

- (1) \$ _____ To _____ Within the entire state of Florida and within **WIND ZONE 1** designated areas;
- (2) \$ _____ contract _____ Within **WIND ZONE 2** designated areas, other than Florida;
- (3) \$ _____ limit _____ Within **WIND ZONE 3** and **ZONE 4**;
- (4) Refer to Company US Territories & Possessions and the Commonwealth of Puerto Rico

WATER DAMAGE

- (1) \$ _____ To _____ **WATER DAMAGE**
contract _____
limit _____

SPECIAL CONDITIONS

- ◆ Please see amendatory endorsements attached which amended this binder.
- ◆ All project certificate declaration is not applicable. Refer to actual policy wording.

COVERAGE IS NOT CONTEMPLATED UNLESS SPECIFICALLY ADDRESSED IN THE ABOVE BINDER.

LIST OF SPECIMEN POLICY FORMS PROVIDED WITH THIS BINDER

1. MBR Policy (MBR 001) – Declarations and Coverage Form
2. Construction Property General Conditions (ZBR 300-CPGC)
3. Catastrophe Zones (ZBR 301-CAT)
4. Amendatory endorsement – amendment to Coverage Territory
5. Amendatory endorsement – amendment to Item 3C of Master Builders Risk Policy, Section 1 and and debris removal wording
6. Amendatory endorsement – amendment to for misc. wording changes
7. Dams and Water Reservoirs Endorsement – ZBR 208
8. Tunnel and Subsurface Structures Endorsement – ZBR 205
9. Piling Works Endorsement – ZBR 203
10. Water Below the Surface of the Ground Exclusion – ZBR 206
11. Pipeline and Cable Endorsement – ZBR 204
12. Directional Drilling Endorsement – ZBR 209
13. Deductible Indemnity Agreement Endorsement
14. Disclosure of Terrorism Premium
15. Multi Year Term Endorsement (MBR – 324)

INSURANCE BINDER NUMBER MBR 5371199-05

This binder is a temporary insurance contract. This insurance is subject to the terms, conditions and limitations of the policy in current use by the Company. This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when such cancellation will be effective. This binder may be canceled by the Company by notice to the Insured in accordance with policy conditions. This binder is cancelled when replaced by the policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the rules and Rates in use by the Company.

Signature of Officer of Company: **Denise Abshire signature on file with The Company)**

Date: **4-30-10**

Company Profile

ZURICH AMERICAN INSURANCE COMPANY
1400 AMERICAN LANE
SCHAUMBURG, IL 60196-1056
800-382-2150

Agent for Service of Process
KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	16535
NAIC Group #:	0212
California Company ID #:	4581-5
Date authorized in California:	January 01, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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Warren, NJ 07059
UNITED STATES

Phone: 908-903-2525
Fax: 908-903-3805
Web: www.chubb.com

Best's Ratings

Financial Strength Ratings [View Definitions](#) **Issuer Credit Ratings** [View Definitions](#)

Rating: **A++ (Superior)**
Affiliation Code: **g (Group)**
Financial Size Category: **XV (\$2 Billion or greater)**
Outlook: **Stable**
Action: **Affirmed**
Effective Date: **March 17, 2010**

Long-Term: **aa+**
Outlook: **Stable**
Action: **Affirmed**
Date: **March 17, 2010**

* Denotes Under Review Ratings. See rating definitions.

Reports and News

Visit our [NewsRoom](#) for the latest [news](#) and [press releases](#) for this company and its A.M. Best Group.



AMB Credit Report - Insurance Professional - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 04/08/2010 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).



Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis. Data Status: 2010 Best's Statement File - P/C, US. Contains data compiled as of 6/7/2010 (Quality Cross Checked).

- **Single Company** - five years of financial data specifically on this company.
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.



AMB Credit Report - Business Professional - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary.

Data Status: Contains data compiled as of 6/7/2010 (Quality Cross Checked).



Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in Best's Key Rating Guide products.

Data Status: 2008 Financial Data (Quality Cross Checked).

Financial and Analytical Products

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Hartford, CT 06183
UNITED STATES

Phone: 860-277-0111
Fax: 860-277-7002
Web: www.travelers.com

Best's Ratings

Financial Strength Ratings [View Definitions](#)
 Rating: **A+ (Superior)**
 Financial Size Category: XIV (\$1.5 Billion to \$2 Billion)
 Outlook: **Stable**
 Action: **Affirmed**
 Effective Date: **June 08, 2010**

Issuer Credit Ratings [View Definitions](#)
 Long-Term: **aa**
 Outlook: **Stable**
 Action: **Upgraded**
 Date: **June 08, 2010**

* Denotes Under Review Ratings. See rating definitions.

This rating is assigned to companies that have, in our opinion, a superior ability to meet their ongoing obligations to policyholders.



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AMB Credit Report - Insurance Professional - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 06/08/2010 (represents the latest significant change).
 Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).



Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.
Data Status: 2010 Best's Statement File - P/C, US. Contains data compiled as of 6/7/2010 (Quality Cross Checked).

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Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in Best's Key Rating Guide products.
Data Status: 2008 Financial Data (Quality Cross Checked).

Financial and Analytical Products

- [Best's Key Rating Guide - P/C, US & Canada](#)
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Best's Ratings

Financial Strength Ratings [View Definitions](#) Issuer Credit Ratings [View Definitions](#)

Rating: **A (Excellent)**

Affiliation Code: **g (Group)**

Financial Size Category: **XV (\$2 Billion or greater)**

Outlook: **Stable**

Action: **Affirmed**

Effective Date: **December 17, 2009**

This rating is assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.



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Data Status: 2008 Financial Data (Quality Cross Checked).

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Best's Ratings

Financial Strength Ratings [View Definitions](#)

Rating: **A (Excellent)**
Affiliation Code: **g (Group)**
Financial Size Category: **XV (\$2 Billion or greater)**
Outlook: **Stable**
Action: **Affirmed**
Effective Date: **February 08, 2010**

Issuer Credit Ratings [View Definitions](#)

Long-Term: **a**
Outlook: **Stable**
Action: **Affirmed**
Date: **February 08, 2010**

* Denotes Under Review Ratings. See rating definitions.

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