

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



ITEM: 3.14
(ID # 17237)

MEETING DATE:

Tuesday, January 11, 2022

FROM : FACILITIES MANAGEMENT AND SHERIFF'S DEPARTMENT :

SUBJECT: FACILITIES MANAGEMENT (FM) AND SHERIFF'S DEPARTMENT: Off-Site Improvements at the John J. Benoit Detention Center for Storm Drain, Street, Landscape and Traffic Signal Improvements-Phase II - Approval of Revised Project Budget and Approval of Construction Contract for Granite Construction Company, District 4. [\$3,809,737 - 100% Existing JJB Detention Center Bond Proceeds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Addenda No. 1 and 2 to the plans and specifications for the Off-Site Improvements at the John J. Benoit Detention Center for Storm Drain, Street, Landscape and Traffic Signal Improvements-Phase II (Off-Site Improvements at JJB Detention Center-Phase II) Project;
2. Approve an increase to the project budget in the amount not to exceed \$3,809,737 for a revised project budget of \$10,809,737 for the Off-Site Improvements at JJB Detention Center-Phase II Project;

Continued on Page 2

ACTION:Policy, CIP


Rose Salgado, Director of Facilities Management 11/23/2021

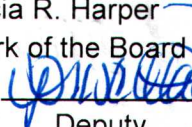

Robert Gunzel, Assistant Sheriff 11/24/2021


Juan C. Perez, Chief Operating Officer 12/8/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 11, 2022
xc: FM, Sheriff

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the use of existing John J. Benoit Detention Center Bond Proceeds not to exceed \$3,809,737 including reimbursement to Facilities Management (FM) for incurred project related expenses;
4. Approve the attached construction contract between the County of Riverside (County) and Granite Construction Company (Granite Construction) of Carlsbad, California, for the Off-Site Improvements at JJB Detention Center-Phase II Project, including Bid Alternates 1 and 2, in the amount of \$5,500,000, and authorize the Chair of the Board to execute the contract on behalf of the County; and
5. Authorize the Director of Facilities Management, or her designee, to administer the construction contract with Granite Construction for the Off-Site Improvements at JJB Detention Center-Phase II Project in accordance with applicable Board Policies.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 3,500,000	\$ 2,000,000	\$ 5,500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Existing John J. Benoit Detention Center Bond Proceeds – 100%			Budget Adjustment: No	
			For Fiscal Year: 2021/22-2022/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 7, 2015, the Board of Supervisors (Board) approved the Off-Site Improvements at JJB Detention Center as part of fulfilling the environmental commitments made through the Environmental Impact Report for the JJB Detention Center Project. The project being performed in two phases consists of the following:

- Phase 1 - Constructing a reinforced concrete storm drain line along Arabia St. from Highway 111 to Dr. Carreon Blvd. to connect to a retention basin (completed)
- Phase 2 - Street improvements along Highway 111 from Arabia St. to Smurr St. and along Oasis St. from Highway 111 to Hartford Ave.

While Phase 1 has been completed, Phase 2 had been deferred at the request of the City of Indio until completion of the JJB Detention Center Project so that the improvements are not damaged by construction activities.

On June 22, 2021, Item 3.14, the Board approved the plans and specifications for the Off-Site Improvements at JJB Detention Center-Phase II Project to advertise for bid. Phase 2 was bid with the base scope within the previously approved budget and the alternates to be considered for award since they would most likely exceed the approved budget. The Project was advertised in the The Desert Sun on June 30, 2021 and July 7, 2021. On July 15, 2021, FM's Project Management Office held a mandatory job walk whereby five (5) contractors attended.

(Continued)

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

BACKGROUND:

Summary (Continued)

On August 26, 2021, the County received one bid from Granite Construction with a base bid of \$2,816,000 and Alternates 1, 2 and 3 for a total of \$5,500,000. The bid has been reviewed by County Counsel. A breakdown of the base bid and alternates is as follows:

- Base Bid is for street improvements on Highway 111, from Arabia St. to Smurr St. in the amount of \$2,816,000; and
- Bid Alternate 1 is a credit of \$1,000 for course of construction insurance;
- Bid Alternate 2 is for street improvements on Highway 111, from Oasis St. to Smurr St. in the amount of \$1,385,000; and
- Bid Alternate 3 is for street improvements on Oasis St., from Highway 111 to Hartford Ave. in the amount of \$1,300,000.

Facilities Management is requesting the Board approve the project budget increase of \$3,809,737, from \$7,000,000 to \$10,809,737 to the Off-Site Improvements at JJB Detention Center. The increase will allow for the alternates to be awarded to Granite Construction in the amount of \$5,500,000 for Phase II of the Project.

Impact on Residents and Businesses

During construction, traffic will be disrupted on Highway 111 and Oasis Street. Once construction is completed, storm induced flooding will be diminished, the new traffic signal will improve traffic flow, the street condition will be improved, and the old ADA ramps will now meet current code.

Additional Fiscal Information

(Commences on Page 5)

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

Additional Fiscal Information

The approximate allocation of the project budget adjustment is as follows:

PROJECT BUDGET LINE ITEMS	PROJECT BUDGET	PROJECT BUDGET ADJUSTMENT	REVISED PROJECT BUDGET
Architectural Design	735,070	366,780	1,101,850
Construction Management	0	0	0
Construction Contract – Phase I	3,324,352	0	3,324,352
Construction Contract – Phase II	2,193,825	3,306,175	5,500,000
Offsite Construction	0	0	0
Project Management	90,000	35,000	125,000
Fixtures, Furnishings, Equipment	0	0	0
Other Soft Costs / Specialty Consultants	656,753	(318,218)	338,535
Project Contingency	0	420,000	420,000
Minor Construction	0	0	0
Revised Project Budget	\$ 7,000,000	\$ 3,809,737	\$ 10,809,737

The Board previously approved a project budget in the amount of \$7,000,000 on December 17, 2013 (Item 3-6) and is 100% funded through existing JJB Detention Center Bond Proceeds. This Board action will increase the project budget by \$3,809,737, for a revised budget from \$7,000,000 to \$10,809,737.

All costs associate with this Board action will be 100% funded by existing JJB Detention Center Bond Proceeds. Expenditures for FY 2021/22 are estimated at \$3,500,000; expenditures for FY 2022/23 are estimated at \$2,000,000.

Attachments:

- Bid Addenda No. 1 and No. 2
- Construction Contract with Granite Construction Company

RS:SP:AR:SC;mg FM08110006391 MT Item #17237
G:\Project Management Office\FORM 11'S\FORM 11's_In Process\17237_D5 - 006391 - Off-Site Improv at JJBDC Phase II - Rev Proj Budget & Construc Contract with Granite Construc_011122.doc

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

Meghan Hahn
Meghan Hahn, Senior Management Analyst 12/30/2021

Gregory V. Priamos
Gregory V. Priamos, Director County Counsel 12/29/2021

ADDENDUM #1

Dated July 22, 2021

FOR:

FM081100006391

John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape
and Traffic Signal Improvements Project, Phase II



Prepared by County of Riverside Facilities Management

Project Management Office

3133 Mission Inn Avenue

Riverside, CA 92507

CONTENTS

- Addendum #1 Attachment
- Revised NOTICE INVITING BIDS

Addendum No. 1

Changes:

Item 1 – The bid-date (bid opening date) has been rescheduled for Thursday, August 26, 2021 at 2:00 p.m.

NOTICE INVITING BIDS

Revised

NOTICE IS HEREBY GIVEN that the County of Riverside ("County") invites sealed Bids for the construction of the following project ("Work"):

John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvements Project – Phase III

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. Bids must be received, by hand delivery or mail, by the Clerk of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **2:00 p.m.** on **08/26/21**, to be thereafter on said date and at said location publicly opened and read aloud. The Bidder assumes sole responsibility for timely receipt of its Bid.

On and after **06/29/21**, and up to one hundred and twenty (120) hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to PlanIT Reprographics, 77738 Flora Road, Palm Desert, CA 92211, (760) 345-2500. At the time of such pick-up or request for mailing, a non-refundable fee of seventy-five dollars (\$75.00) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to PlanIT Reprographics. The Bidding Documents may also be viewed in person between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except Holidays) at PlanIT Reprographics, 77738 Flora Road, Palm Desert, CA 92211, (760) 345-25009.

Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may enter into a contract (after April 1, 2015) without proof of current registration to perform public works.

A mandatory Pre-Bid Conference will be conducted on **07/15/21**, commencing promptly at **9:00 a.m.**, at 82-503 Highway 111, Indio, CA 92201. **Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding.** Sign language services are available for the Pre-Bid Conference upon written request received by **Anna Rodriguez** at **(760) 863-2537/aarodriguez@rivco.org** at least three (3) business days prior to the Pre-Bid Conference.

The Bidder receiving the Award by the County is required:

- (1) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Bidders and other Bidding Documents;
- (2) both at the time Bidder submits its Bid and other Bid Submittals and at the time of Award, to: (a) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): **A**; and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: roadway improvements, landscape and irrigation improvement, traffic signing & striping, and traffic signal modifications; and
- (3) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The awarded prime contractor shall post job site notices as prescribed by regulation starting January 1, 2015. Contractor or subcontractor shall furnish records specified in Labor Code section 1776 to the Labor Commissioner.

Substitution of securities for any moneys withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents. For information contact:

Facilities Management, 3133 Mission Inn Avenue, Riverside, CA 92507, (951) 955-8916, or

Anna Rodriguez, Project Manager, 44-199 Monroe Street, Suite B, Indio, CA 92201, (760) 863-2537.

ADDENDUM #2

Dated August 19, 2021

FOR:

FM081100006391

John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic
Signal Improvements Project, Phase II



Prepared by County of Riverside Facilities Management

Project Management Office

3133 Mission Inn Avenue

Riverside, CA 92507

JAN 11 2022 3.14

CONTENTS

- Addendum #2 Attachment
- Bid Schedule (For Reference Only)
- Phasing Plan Approved Electrical Plans
- Phasing Plan Approved Landscape Plans
- Phasing Plan Approved Signing & Striping Plans
- Phasing Plan Approved Street Improvement Plans
- Phasing Plan Approved Street Light Plans
- Sheet 7 Basin Revision

Addendum No. 2

1. Bid Form Page 17 of 41 is amended to include Addendum #1 and Addendum #2 and the revised form is attached.
2. Bid Form Page 18 of 41 is amended to include Addendum #2 and the revised form is attached.
3. A bid schedule is attached. The bid schedule is not a bid form and should not be included with the submitted bid. The attached plans correspond with the bid schedule.
4. Phasing Plan Approved Electrical Plans is attached.
5. Phasing Plan Approved Landscape Plans is attached.
6. Phasing Plan Approved Signing & Striping Plans is attached.
7. Phasing Plan Approved Street Improvement Plans is attached.
8. Phasing Plan Approved Street Light Plans is attached.
9. Sheet 7 Basin Revision is attached.

BID FORM

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: _____

Bidder: _____

The undersigned Bidder, having carefully examined the Bidding Documents for the following Project:

John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvement Project-Phase II, including, without limitation, the Plans and Specifications made part thereof, and taking into consideration all matters disclosed thereby, all matters of which Bidder is charged with knowledge by the terms thereof and all matters that are reasonably ascertainable by Bidder in the exercise of its duties of inquiry or investigation created by the terms set forth in the Bidding Documents (including, without limitation, the terms of Section 3.2 of the General Conditions, proposes, agrees to furnish in strict accordance with the Contract Documents all of the following:

- labor, materials, equipment, services, transportation;
- permits, licenses and taxes,
- **Builder’s Risk (Course of Construction) Insurance coverage in accordance with the terms of Subparagraph 11.1.1.5 of the General Conditions; and**
- all other work, services and other things necessary for the undersigned to perform its obligations under the Contract Documents, excepting only those that are expressly stated in the Bidding Documents to be the responsibility of County,

for the total Base Bid price of (state in figures) \$ _____ (state in words) _____ dollars and _____ cents.

The foregoing Base Bid is submitted based upon and taking into consideration all of modifications and additions to the Bid Documents and other information set forth in each Addendum listed below, receipt and review of which is hereby acknowledged by Bidder (state below each and every Addendum number and date):

Addendum No.	1	Date:	07/22/21
Addendum No.	2	Date:	08/19/21
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

Subject to County’s acceptance of such Alternate(s) in the manner set forth in the Instructions to Bidders, the foregoing Base Bid shall be adjusted as hereinafter stated for the following Alternates set forth in the Bidding Documents and/or the above-listed Addenda:

State Amount (in words and figures)	State if Amount is an "Add" or "Deduct" to Base Bid or, if Base Bid is Not Affected, Enter "No Change"
Alternate 1: Course of Construction Insurance	
Figures: \$ _____	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
Dollars _____ Cents _____	
Alternate 2: Highway 111 from Oasis Street to Smurr Street	
Figures: \$ _____	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
Dollars _____ Cents _____	
Alternate 3: Oasis Street	
Figures: \$ _____	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
Dollars _____ Cents _____	
Alternate 4: insert description here	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
Dollars _____ Cents _____	
Alternate 5: insert description here	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
Dollars _____ Cents _____	

Base Bid Schedule - Highway 111 from Arabia Street to Oasis Street

JOHN J. BENOIT DETENTION CENTER (PHASE II) STREET & LANDSCAPE IMPROVEMENTS

(Prevailing Wage Construction Items)

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1		
2	TRAFFIC CONTROL SYSTEM	LS	1		
3	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1		
4	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1		
	DEMOLITION & EXCAVATION				
5	CLEAR AND GRUB	LS	1		
6	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	378		
7	GRIND & OVERLAY EXISTING AC PAVEMENT 1.5"	SF	4,464		
8	REMOVE & DISPOSE EXISTING PAVEMENT, BASE AND SUB-BASE	SF	1,187		
9	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	4,630		
10	REMOVE & DISPOSE EXISTING SIDEWALK	SF	10,530		
11	REMOVE & DISPOSE EXISTING CURB RAMP	EA	8		
12	REMOVE EXISTING CATCH BASIN AND GATE, ABANDON AND PLUG EXISTING S.D. (CONCRETE SLURRY FIRST 2')	EA	2		
13	REMOVE AND DISPOSE EXISTING ASPHALT, BASE, AND SUBGRADE	SF	88,309		
	STREET IMPROVEMENTS				
14	CLASS II AGGREGATE BASE	CY	2,134		
15	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	4,293		
16	CONSTRUCT 8" CURB & GUTTER PER CITY OF INDIO STD. NO. 121	LF	1,405		
17	CONSTRUCT 6" CURB & GUTTER PER CITY OF INDIO STD. NO. 120	LF	125		
18	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	1,285		
19	CONSTRUCT 6" CURB PER CITY OF INDIO STD. NO. 123	LF	150		
20	CONSTRUCT ACCESS CURB RAMP PER CITY OF INDIO STD. NO. 136	EA	8		
21	CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF INDIO STD. NO. 132	SF	10,530		

22	CONSTRUCT CONCRETE CROSS GUTTER PER CITY OF INDIO STD. NO. 137	SF	3,910		
23	CONSTRUCT CONCRETE BUS PAD PER SPPWC STD. PLAN 131-2	SF	900		
24	CONSTRUCT COMMERCIAL DRIVEWAY PER CITY OF INDIO STD. NO. 130, TYPE B	SF	4,622		
25	CONSTRUCT 6" CONCRETE PAVEMENT OVER 4" CLASS II AGG. BASE AT PARKING LOT	SF	1,130		
26	FURNISH AND INSTALL HANDRAIL PER SPPWC STD. 606-4, TYPE B ON TOP OF CURB	LF	35		
27	FURNISH AND PLACE 3" THICK 3/4" CRUSHED GRAVEL ON COMPACTED NATIVE	SF	130		
	RELOCATION AND ADJUSTMENT				
28	RELOCATE EXISTING STREET NAME SIGN OR COUNTY PARKING SIGN	EA	1		
29	REMOVE AND REINSTALL EXISTING BUS STOP ENCLOSURE AND BENCH	EA	1		
30	REMOVE EXISTING BOLLARDS	EA	3		
31	RELOCATE EXISTING FIRE HYDRANT PER IWA STD & SPECIFICATIONS	EA	1		
32	REMOVE EXISTING DRIVEWAY	SF	4,915		
33	REMOVE EXISTING CROSS GUTTER AND SPANDREL (@ JOINT LINES)	SF	3,910		
34	REMOVE EXISTING ABANDONED WATER METER BOX	EA	1		
35	REMOVE STREET LIGHT PULLBOX	EA	1		
36	RELOCATE EXISTING SIGN	EA	1		
37	REMOVE POST AND CABLE	LF	45		
38	REMOVE LANDSCAPE AND IRRIGATION IN PARKWAY AND RESTORE IRRIGATION SYSTEM	SF	200		
39	RELOCATE EXISTING AIR VALVE PER IWA STD & SPECIFICATIONS	EA	1		
40	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. 700	EA	1		
41	RELOCATE EXISTING CHAINLINK FENCE	LF	500		
42	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	7		
43	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. PLAN NO. 700 (A,B,C) BY CONTRACTOR	EA	3		

44	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	7		
45	INSTALL 1" IRRIGATION SERVICE WITH 3/4" METER PER IWA STD. PLAN NO. 700 A & B	EA	1		
LANDSCAPE AND IRRIGATION					
46	LANDSCAPE AND IRRIGATION	LS	1		
47	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1		
TRAFFIC SIGNAL, SIGNING & STRIPING, STREET LIGHTING & ELECTRICAL					
48	HWY 111 AND OASIS TRAFFIC SIGNAL MODIFICATION PER TRAFFIC SIGNAL PLAN	LS	1		
49	SIGNING, STRIPING AND MARKERS PER PLAN	LS	1		
50	REMOVE AND FURNISH AND INSTALL STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	7		
ADDITIONAL WORK AT FAIR GROUND BASIN					
51	INSTALL MAXWELL PLUS PER PHASE I STORM DRAIN PLAN SHEET 7 REVISIONS	LS	1		
PERMIT, INSPECTION & FIELD ORDER					
52	ENCROACHMENT PERMIT AND INSPECTION	AL	1	\$ 50,000.00	50,000.00
53	UTILITY SERVICES AND CONNECTION FEES	AL	1	\$ 50,000.00	50,000.00
54	FIELD ORDERS	AL	1	\$ 50,000.00	50,000.00

SUBTOTAL

CONTINGENCY 10%

TOTAL BASE BID ITEMS

Alt 1 Bid Schedule - Highway 111 from Oasis Street to Smurr Street

JOHN J. BENOIT DETENTION CENTER (PHASE II) STREET & LANDSCAPE IMPROVEMENTS

(Prevailing Wage Construction Items)

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
55	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1		
56	TRAFFIC CONTROL SYSTEM	LS	1		
57	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1		
58	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1		
	DEMOLITION & EXCAVATION				
59	CLEAR AND GRUB	LS	1		
60	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	147		
61	GRIND & OVERLAY EXISTING AC PAVEMENT 1.5"	SF	905		
62	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	2,320		
63	REMOVE & DISPOSE EXISTING CONCRETE DRIVEWAY, PARKING AREA, CROSS GUTTER & SPANDREL	SF	1,759		
64	REMOVE & DISPOSE EXISTING SIDEWALK	SF	6,150		
65	REMOVE AND DISPOSE EXISTING ASPHALT, BASE, AND SUBGRADE	SF	38,063		
66	REMOVE & DISPOSE EXISTING PULL BOX	EA	1		
	STREET IMPROVEMENTS				
67	CLASS II AGGREGATE BASE	CY	920		
68	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	1,881		
69	CONSTRUCT 8" CURB & GUTTER PER CITY OF INDIO STD. NO. 121	LF	640		
70	CONSTRUCT 6" CURB & GUTTER PER CITY OF INDIO STD. NO. 120	LF	195		
71	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	1,406		
72	CONSTRUCT 6" CURB PER CITY OF INDIO STD. NO. 123	LF	15		
73	CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF INDIO STD. NO. 132	SF	695		
74	CONSTRUCT CONCRETE BUS PAD PER SPPWC STD. PLAN 131-2	SF	500		

75	CONSTRUCT COMMERCIAL DRIVEWAY PER CITY OF INDIO STD. NO. 130, TYPE B	SF	1,968		
RELOCATION AND ADJUSTMENT					
76	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. 700	EA	1		
77	ADJUST EXISTING TELEPHONE MH TO FINISH GRADE	EA	1		
78	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	8		
79	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. PLAN NO. 700 (A,B,C) BY CONTRACTOR	EA	1		
80	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	3		
81	ADJUST EXISTING SEWER CLEANOUT TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	1		
LANDSCAPE AND IRRIGATION					
82	LANDSCAPE AND IRRIGATION	LS	1		
83	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1		
TRAFFIC SIGNAL, SIGNING & STRIPING, STREET LIGHTING & ELECTRICAL					
84	SIGNING, STRIPING AND MARKERS PER PLAN	LS	1		
85	REMOVE AND FURNISH AND INSTALL STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	3		
PERMIT, INSPECTION & FIELD ORDER					
86	ENCROACHMENT PERMIT AND INSPECTION	AL	1	\$ 20,000.00	20,000.00
87	UTILITY SERVICES AND CONNECTION FEES	AL	1	\$ 20,000.00	20,000.00
88	FIELD ORDERS	AL	1	\$ 20,000.00	20,000.00

SUBTOTAL

CONTINGENCY 10%

TOTAL Alt. 1 BID ITEMS

Oasis Alt 2 - Bid Schedule - Oasis Street

JOHN J. BENOIT DETENTION CENTER STREET & LANDSCAPE IMPROVEMENTS

(Prevailing Wage Construction Items)

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
89	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1		
90	TRAFFIC CONTROL SYSTEM	LS	1		
91	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1		
92	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1		
	DEMOLITION & EXCAVATION				
93	CLEAR AND GRUB	LS	1		
94	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	221		
95	GRIND EXISTING AC PAVEMENT 1.5"	SF	2,373		
96	REMOVE & DISPOSE EXISTING PAVEMENT, BASE AND SUB-BASE	SF	77,784		
97	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	2,010		
	STREET IMPROVEMENTS				
98	CLASS II AGGREGATE BASE	CY	2,184		
99	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	2,794		
100	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	2,010		
	RELOCATION AND ADJUSTMENT				
101	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	16		
102	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	4		
103	ADJUST EXISTING GAS VALVE TO GRADE	EA	2		
104	ADJUST EXISTING ELECTRICAL MH TO FINISH GRADE	EA	2		
	LANDSCAPE AND IRRIGATION				
105	OASIS STREET LANDSCAPE AND IRRIGATION	LS	1		
106	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1		

TRAFFIC SIGNAL, SIGNING & STRIPING, STREET LIGHTING & ELECTRICAL					
107	RELOCATE EXISTING STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	1		

SUBTOTAL _____
 CONTINGENCY 10% _____
TOTAL Alt. 2 BID ITEMS _____

Method of Award

The County may award only the items of work listed on the Base Bid Schedule or may choose to award some or all of the Additive Alternate Bid Schedules in addition to the Base Bid Schedule. The County will select the lowest responsive and responsible bidder using Base Bid price without consideration of the Bidder’s prices on the alternates. The contractor shall pay prevailing wages for each craft or type of workman needed for construction on all items bid.

The County also reserves the right to reject all bids received.

PROPOSAL TOTALS

Base Bid (Items 1-54) *show on page 17 of bid documents* \$ _____

Bid Schedule Alt. 1 (Items 55-88) *show on page 18 of bid documents* \$ _____

Bid Schedule Alt. 2 (Items 89-107) *show on page 18 of bid documents* \$ _____

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejects as non-responsive.

NOTE:

Bids shall include all sales tax, and other taxes and fees.

Summary of Bids

TO: County Counsel
FROM: Priscilla Rasso
951-955-1844
Board Assistant (COB)
PROJ. MGR: Anna Rodriguez (FM)
760-808-0571

PROJECT: John J. Benoit Detention Center
Offsite Street, Storm Drain,
Landscape, and Traffic Signal
Improvement Project - Phase II,
FM08110006391
BID DATE: 08/26/2021
BID TIME: 2:00 P.M.

CONTRACTORS

Total Base Bid

GRANITE CONSTRUCTION COMPANY	Base Bid: \$	2,816,000.00
38000 MONROE STREET	Alt. 1: \$	1,000.00
INDIO, CA 92203	Alt. 2 \$	1,385,000.00
(760)-775-7500	Alt. 3 \$	1,300,000.00



**STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN
COUNTY AND CONTRACTOR**

by and between

GRANITE CONSTRUCTION COMPANY

(the "Contractor")

And

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

**JOHN J. BENOIT DETENTION CENTER OFFSITE STORM DRAIN, STREET, LANDSCAPE AND
TRAFFIC SIGNAL IMPROVEMENT PROJECT-PHASE II**

82-675 HIGHWAY 111, INDIO, CA 92201

STANDARD FORM OF CONSTRUCTION CONTRACT
BETWEEN COUNTY AND CONTRACTOR

THIS STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR ("Agreement") is entered into as of the date of the last signature on the signature page of this contract by and between THE COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") and Granite Construction Company, a California Corporation ("Contractor") whose principal place of business is located at 38000 Monroe Street, Indio, CA 92203.

ARTICLE 1
DEFINITIONS

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context in which they are used.

ARTICLE 2
PERFORMANCE OF WORK

2.1 SCOPE OF WORK

Contractor shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

2.2 STANDARD OF PERFORMANCE

In addition to and without limiting Contractor's other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

2.2.1 the requirements of the Contract Documents;

2.2.2 the requirements and conditions of Applicable Laws;

2.2.3 the standard of care applicable to those who provide construction of the type called for by this Construction Contract for projects of a scope and complexity comparable to the Project;

2.2.4 Contractor shall furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

2.2.5 Contractor shall apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Price and Contract Time.

**ARTICLE 3
CONTRACT TIME**

3.1 CONTRACT TIME

3.1.1 Substantial Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than three hundred and twenty (320) Days after the Date of Commencement.

3.1.2 Final Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than one hundred and twenty (120) Days after the actual occurrence of Substantial Completion.

3.1.3 Contract Adjustments. The Contract Time shall be extended or shortened only in accordance with the provisions of the Contract Documents governing Contract Adjustments to the Contract Time.

3.2 LIQUIDATED DAMAGES TO COUNTY

3.2.1 County's Right. County and Contractor acknowledge that if Contractor fails to Substantially Complete the Work within the Contract Time for Substantial Completion, County will suffer substantial Losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the assessment and recovery by County of liquidated damages under this Section 3.2.

3.2.2 Per Diem Rate. If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of five hundred Dollars (\$500) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.

3.2.3 Adjustment for Extensions of Time. Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, liquidated damages shall not be charged to Contractor for a period of time for which the Contractor is entitled under the Contract Documents to a Contract Adjustment to the Contract Time for Substantial Completion.

3.2.4 Partial Completion. The liquidated damages provided for under this Section 3.2 shall not be reduced or apportioned: (1) for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work; or (2) if portions of the Work are deleted pursuant to (a) the County's right to order Deleted Work; or (b) a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default.

3.2.5 Remedies. County may deduct any liquidated damages payable under this Section 3.2 from money due or to become due to Contractor under the Contract Documents, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety.

3.2.6 Not a Limitation. County's rights under this Section 3.2 shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an Event of Contractor Default other than a failure to achieve Substantial Completion of the Work within the Contract Time for Substantial Completion; or (2) County's right to order an acceleration, at Contractor's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which County has the right to assess liquidated damages under this Section 3.2.

3.3 LIQUIDATED DAMAGES TO CONTRACTOR

3.3.1 Contractor's Right. County and Contractor acknowledge and agree that if Contractor is unable due to Compensable Delay to actually achieve Substantial Completion of the Work within the Contract Time for Substantial Completion, Contractor and its affected Subcontractors will suffer Losses that would be both extremely difficult and

impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the payment by County to Contractor of liquidated damages under this Section 3.3.

3.3.2 Daily Rate. Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by Change Order or Unilateral Change Order in the amount of five hundred Dollars (\$500) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

3.3.3 Payment by County. A Change Order or Unilateral Change Order setting forth a Contract Adjustment to the Contract Price for liquidated damages permitted by this Section 3.3 shall be executed following, and not before, actual Substantial Completion and prior to or contemporaneously with Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the County's rights of withholding payment to Contractor as permitted elsewhere in the Contract Documents or under Applicable Laws, any amounts due to the Contractor under this Section 3.3 shall be payable as part of, and not prior to the due date for payment of, Final Payment to Contractor.

3.3.4 Deleted Work. A Contract Adjustment shall be made pursuant to Subparagraph 8.2.6.2 of the General Conditions reducing the Contract Price and Contract Time in the event that the Contract Time is shortened due to (1) Deleted Work; or (2) a termination by County of a portion of the Construction Contract for convenience or due to an Event of Contractor Default.

3.3.5 Termination. County shall have no liability to Contractor to pay any liquidated damages under this Section 3.3, nor shall County have any other liability to Contractor or any Subcontractor for any Loss due to Delay (including, without limitation, Compensable Delay) in the event the Construction Contract is wholly terminated (whether such termination is a termination for cause by County or Contractor or a termination for convenience by County) at any time prior to expiration of the Contract Time for Substantial Completion set forth in Paragraph 3.1.1, above.

3.3.6 Exclusive Remedy. Liquidated damages payable by County under this Section 3.3 constitute the Contractor's sole and exclusive right and remedy for recovery from County of Losses to Contractor and its Subcontractors, of every Tier, that are attributable to Compensable Delay, regardless of the cause, duration or timing of the Compensable Delay and no other Contract Adjustment, or other form of compensation or reimbursement, of any kind, shall be made to Contractor or any Subcontractor, of any Tier, for any Loss resulting, directly or indirectly, from, or attributable to, any of the following: (1) Unexcused Delay or acceleration to overcome Unexcused Delay; (2) Excusable Delay or any acceleration not authorized by County in writing to overcome Excusable Delay; or (3) concurrency of a Compensable Delay with any different type or class of Unexcused Delay or Excusable Delay, whether such concurrency is a concurrency in cause or in effect.

3.3.7 WAIVER BY CONTRACTOR.

CONTRACTOR WAIVES THE RIGHT TO FURTHER RECOURSE OR RECOVERY OF COSTS OR DAMAGES BY REASON OF OR RELATED TO ANY DELAY (INCLUDING, WITHOUT LIMITATION, COMPENSABLE DELAY) THAT IS IN EXCESS OF OR NOT RECOVERED BY CONTRACTOR AS PART OF THE LIQUIDATED DAMAGES PAYABLE TO CONTRACTOR UNDER THIS SECTION 3.3.

ARTICLE 4 CONTRACTOR COMPENSATION

4.1 CONTRACT PRICE

4.1.1 Contract Price. County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of Five Million, Five Hundred Thousand Dollars (\$5,500,000.00).

4.1.2 Basis. The Contract Price set forth in Paragraph 4.1.1, above, is based on the Bid submitted by Contractor as adjusted for Alternates accepted by County as set forth in Section 4.2, below.

4.1.3 Adjustments. The Contract Price is only subject to adjustment as permitted by the General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.

4.1.4 All-Inclusive Price. The Contract Price as adjusted for Contract Adjustment permitted by the Contract Documents is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all Losses, foreseeable or unforeseeable, arising out of or related to past, present or future circumstances within or outside the control of the Contractor or its Subcontractors affecting the time or cost of performing the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and unforeseen fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally).

4.2 ALTERNATES

The Contract Price includes the following Alternates, which are described in the Contract Documents and are hereby accepted by County:

Number	Description	Dollar Amount
1	Course of Construction Insurance	-\$ 1,000.00
2	Highway 111 from Oasis Street to Smurr Street	\$1,385,000.00
3	Oasis Street	\$1,300,000.00

4.3 UNIT PRICES

Unit prices agreed to by County and Contractor are as follows:

Description	Measurement Unit	Dollar Amount
N/A	N/A	N/A

**ARTICLE 5
ENUMERATION OF CONTRACT DOCUMENTS**

5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents include, without limitation, the following:

5.1.1 Construction Contract. The Contract Documents include this executed Standard Form of Construction Contract Between County and Contractor.

5.1.2 General Conditions. The Contract Documents include the General Conditions of the Standard Form of Construction Contract Between County and Contractor (Long Form) or General Conditions of the Standard Form of Construction Contract Between County and Contractor (Short Form).

5.1.3 Specifications. The Contract Documents include the following Specifications:

Title	Date	Divisions
SEE EXHIBIT 'A' WITH TABLE OF CONTENTS FOR SPECIFICATIONS AS APPROVED BY BOARD OF SUPERVISORS ON June 22, 2021 AND INCORPORATED HEREIN.		

5.1.4 Drawings. The Contract Documents include the following Drawings dated February 11, 2019, unless a different date is shown below:

Sheet Number: City of Indio File #D-1868	Title: JJBDC Offsite Street Improvement Plan-Phase II	Date : February 14, 2019	Pages: 11
Sheet Number: City of Indio File #D-1868	Title: JJBDC Offsite Street Improvement Light Electrical Plans	Date : February 11, 2019	Pages : 6
Sheet Number: City of Indio FILE #D-1868	Title: JJBDC Offsite Landscape Plans HWY 111 & Oasis Street Medians	Date : February 11, 2019	Pages : 15
Sheet Number: City of Indio FILE #D-1868	Title: JJBDC Offsite Street Light Plans	Date : February 11, 2019	Pages : 2
Sheet Number: City of Indio FILE #D-1868	Title: JJBDC Offsite Signing, Striping and Traffic Signal	Date : February 11, 2019	Pages : 4
Sheet Number: City of Indio FILE #D-1868	Title: JJBDC Storm Drain Improvement Plan	Date : February 14, 2019	Pages : 1
SEE EXHIBIT 'B' WITH LIST OF DRAWINGS INCLUDED IN SPECIFICATIONS APPROVED BY BOARD OF SUPERVISORS ON June 22, 2021 AND INCORPORATED HEREIN.			

5.1.5 Addenda. The Contract Documents include the following Addenda:

Addendum Number	Title	Date	Pages
1	Revise Bid Opening Date	July 22, 2021	5
2	Bid Schedule and Phasing	August 10, 2021	51

5.1.6 Reference Documents. The Contract Documents include the following Reference Documents:

Title	Author	Date	Pages
N/A	N/A	N/A	N/A

5.1.7 N/A

**ARTICLE 6
SPECIAL REQUIREMENTS**

6.1 LABOR CODE SECTION 1861 CERTIFICATION

By signing below, Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that he/she/it will comply with such provisions before commencing the performance of the Work.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.

IN WITNESS WHEREOF, the parties hereto have made and executed four (4) originals of this Construction Contract, on _____ (to be filled in by Clerk of the Board).

[(SIGNATURES ON FOLLOWING PAGE)]

Premium Amount \$24,750.00

Project No. FM08110006391

Bond No. Travelers: 107516490
Federal: K40319773
CNA: 30122605

PERFORMANCE BOND

(Public Work – Public Contract Code Section 20129 (b))

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on _____, 2021, has awarded Construction Contract Number FM08110006391 ("Contract") to the undersigned Granite Construction Company as Principal ("Principal") to perform the work ("Work") for the following project: John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Improvement Project-Phase II, which Contract is by this reference hereby incorporated herein and made a part hereof;

AND, WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and Travelers Casualty and Surety Company of America ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Five Million Five Hundred Thousand 00/100 Dollars (\$5,500,000.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by County, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents

or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Granite Construction Company
(Firm Name – Principal)



38000 Monroe Street
Indio, CA 92203

(Business Address)

By 
(Original Signature)


Kenneth B. Olson, Vice President
(Title)

Travelers Casualty and Surety Company of America*
(Corporation Name – Surety)

Affix Corporate Seal

1 Tower Square Hartford, CT 06183**

(Business Address)

By 
(Signature – Attached Notary's Acknowledgment)

Isabel Barron
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

*Federal Insurance Company
The Continental Insurance Company
Jointly and Severally Liable
**Whitchose Station, NJ, Chicago, IL, respectively

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

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

ACKNOWLEDGMENT

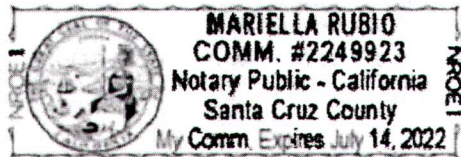
State of California
County of Santa Cruz)


On November 5, 2021 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature 
Mariella Rubio, Notary Public

(Seal)

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

ACKNOWLEDGMENT

State of California
County of Santa Cruz


On November 5, 2021 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)
Mariella Rubio, Notary Public



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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

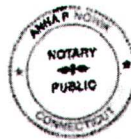
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

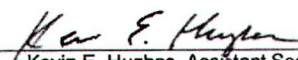
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of November, 2021




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Isabel Barron, Jigisha Desai, John D. Gilliland, Maria Gomez, Roberto J. Rivera-Rodriguez, Mariela Rubio, Ashley Stinson and Tobi Stonich Telesco 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 of GRANITE CONSTRUCTION INCORPORATED and all Subsidiaries alone or in joint venture as principal, 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.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of December, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 10th day of December, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know 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 said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

[Signature of Notary Public]

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this November 5, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents. That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D Gilliland, Jigisha Desai, Ashley Stinson, Tobi Stonich Telesco, Isabel Barron, Roberto J Rivera-Rodriguez, Maria Gomez, Mariela Rubio, Individually

of Watsonville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of June, 2021.



The Continental Insurance Company

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this November 5, 2021



The Continental Insurance Company

D. Johnson

D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

Premium Included In Performance Bond

Project No. FM08110006391

Bond No. Travelers: 107516490

Federal: K40319773

CNA: 30122605

PAYMENT BOND

(Public Work - Civil Code Sections 9550 et seq.)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on 20 , has awarded Construction Contract Number FM08110006391 ("Contract") to the undersigned Granite Construction Company as Principal ("Principal") to perform the work ("Work") for the following project John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Improvement Project-Phase II;

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and Travelers Casualty and Surety Company of America* ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Five Million Five Hundred Thousand 00/100 Dollars (\$ 5,500,000.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

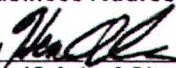
Surety's obligations hereunder are independent of the obligations of any other surety for the

performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Granite Construction Company
(Firm Name – Principal)

38000 Monroe Street
Indio, CA 92203

(Business Address)


By 
(Original Signature)

Kenneth B. Olson, Vice President
(Title)

Travelers Casualty and Surety Company of America*
(Corporation Name – Surety)

1 Tower Square Hartford, CT 06183**

(Business Address)

By 
(Signature – Attached Notary's Acknowledgment)

Isabel Barron
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Affix Seal of Corporation



Affix Corporate Seal

*Federal Insurance Company
The Continental Insurance Company
Jointly and Severally Liable
**Whitehouse Station, NJ, Chicago, IL, respectively

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

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

ACKNOWLEDGMENT

State of California
County of Santa Cruz)


On November 5, 2021 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature 
Mariella Rubio, Notary Public

(Seal)

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

ACKNOWLEDGMENT

State of California
County of Santa Cruz)


On November 5, 2021 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)
Mariella Rubio, Notary Public



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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **November**, 2021




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Isabel Barron, Jigisha Desai, John D. Gilliland, Maria Gomez, Roberto J. Rivera-Rodriguez, Mariela Rubio, Ashley Stinson and Tobi Stonich Telesco 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 of GRANITE CONSTRUCTION INCORPORATED and all Subsidiaries alone or in joint venture as principal, 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, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of December, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 10th day of December, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know 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 said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 18, 2024

[Signature]

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this November 5, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D Gilliland, Jigisha Desai, Ashley Stinson, Tobi Stonich Telesco, Isabel Barron, Roberto J Rivera-Rodriguez, Maria Gomez, Mariela Rubio, Individually

of Watsonville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of June, 2021.



The Continental Insurance Company

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this November 5, 2021



The Continental Insurance Company

D. Johnson

D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, M. Craig Hall, 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 effective June 3, 2021 by a Unanimous Written Consent of the Board of Directors 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 have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Kyle T. Larkin	President & Chief Executive Officer
Elizabeth L. Curtis	Executive Vice President, Chief Financial Officer & Assistant Secretary
Jigisha Desai	Executive Vice President, Chief Strategy Officer & Assistant Secretary
James A. Radich	Executive Vice President, Chief Operating Officer & Assistant Secretary
Carlos F. Alegre	Senior Vice President of Operations Services & Assistant Secretary
Brian R. Dowd	Senior Vice President, Group Manager & Assistant Secretary
Timothy W. Gruber	Senior Vice President, Human Resources & Assistant Secretary
M. Craig Hall	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Michael G. Tatusko	Senior Vice President, Group Manager & Assistant Secretary
Robert C. VanGorder	Senior Vice President, Group Manager & Assistant Secretary
Michael W. Barker	Vice President, Investor Relations
James D. Nickerson	Vice President & Assistant Secretary
Kenneth B. Olson	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
Nicholas B. Blackburn	Senior Director of Corporate Taxation & Assistant Secretary

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and 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, that the below listed officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Kyle T. Larkin	President & Chief Executive Officer
Elizabeth L. Curtis	Executive Vice President, Chief Financial Officer & Assistant Secretary
Jigisha Desai	Executive Vice President, Chief Strategy Officer & Assistant Secretary
James A. Radich	Executive Vice President, Chief Operating Officer & Assistant Secretary
Carlos F. Alegre	Senior Vice President of Operations Services & Assistant Secretary
Brian R. Dowd	Senior Vice President, Group Manager & Assistant Secretary
Timothy W. Gruber	Senior Vice President, Human Resources & Assistant Secretary
M. Craig Hall	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Michael G. Tatusko	Senior Vice President, Group Manager & Assistant Secretary
Robert C. VanGorder	Senior Vice President, Group Manager & Assistant Secretary
Michael W. Barker	Vice President, Investor Relations
James D. Nickerson	Vice President & Assistant Secretary
Kenneth B. Olson	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
Nicholas B. Blackburn	Senior Director of Corporate Taxation & Assistant Secretary
Jordy L. Murray	Deputy General Counsel & Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary
Eric J. Rietz	Group Counsel & Assistant Secretary

Dated: June 21, 2021



M. Craig Hall



CONTRACTOR'S CERTIFICATE REGARDING WORKERS'
COMPENSATION

Labor Code Section 3700 states:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, 'state' shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Granite Construction Company

(Name of Contractor)

By:

Joseph P. Richardson, Regional Chief Estimator

(Name of Signer)


(Signature)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2021 through December 31, 2021, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1, 2021 through December 31, 2021, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures, and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, M. Craig Hall, 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 effective January 1, 2021 by a Unanimous Written Consent of the Board of Directors 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 have not been repealed and are still in full force and effect:

Dated: January 1, 2021



M. Craig Hall



EXHIBIT 1

AUTHORIZED SIGNERS
Granite Construction Company
California Group
Desert Cities Region

AUTHORIZED SIGNERS

Brad J. Williams, VP Desert Cities Region
Joseph P. Richardson, Regional Chief Estimator
Rudy Barela, Regional Controller
Jeff J. Mercer, Construction Manager
Muin Mustafa, Construction Manager
Emir Kocaballi, Construction Manager
Fausto Gonzalez, Project Manager

ATTESTORS

Joseph P. Richardson, Regional Chief Estimator
Rudy Barela, Regional Controller
Jeff J. Mercer, Construction Manager
Muin Mustafa, Construction Manager
Emir Kocaballi, Construction Manager
Carley L. Cechin, Senior Estimator
Fausto Gonzalez, Project Manager
Julia Hays, Estimating Assistant

EXHIBIT 2

AUTHORIZED SIGNERS
Granite Construction Company
California Group

AUTHORIZED SIGNERS
Brian Dowd, Senior VP Group Operations
Brent Fogg, VP Coastal Region
Carter Rohrbough, VP Valley Region
Larry Camilleri, VP Central Region
Scott McArthur, VP Northern Los Angeles Region
John Boies, VP South Coast Region
Brad J. Williams, VP Desert Cities Region
Bradly Estes, VP Construction Materials



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

COVERAGES CERTIFICATE NUMBER: 63754756 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GL2074978689	10/01/20	10/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BUA2074978692	10/01/20	10/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION\$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input checked="" type="checkbox"/> N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC274978658 (NY)	10/01/21	10/01/22	<input checked="" type="checkbox"/> PER STATUTE <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
B				WC274978661 (MT,WI,HI)	10/01/21	10/01/22	
A				WC274978644 (AOS/Stop Gap)	10/01/21	10/01/22	
A				WC274978630 (CA)	10/01/21	10/01/22	

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

Job #1139880 / John Benoit Detention Center Offsite Improvements

SEE FOLLOWING PAGE FOR COMPLETE ADDITIONAL INSURED WORDING

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

CERTIFICATE HOLDER 2250 County of Riverside Facilities Management 3133 Mission Inn Ave. Riverside, CA 92507 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

ACORD 25 (2016/03)
schultzv
63754756

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
11/09/2021

NAME OF INSURED: Granite Construction Company

ADDITIONAL INSURED:

County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives are included as Additional Insureds where required by written and executed contract and per the attached endorsements. Coverage is primary & non-contributory and waivers of subrogation apply. Thirty (30) days? notice of cancellation or material change in coverage provided. The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.



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

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

SCHEDULE (OPTIONAL)

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

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

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

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

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

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



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

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

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

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

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

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

Material used with permission of ISO Properties, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

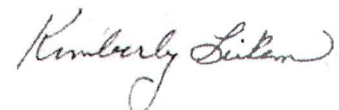
SCHEDULE

Designated Construction Project(s):

Any construction project as required by a written contract or agreement that was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.



- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Kimberly Linton



POLICY NUMBER: GL2074978689
EFFECTIVE: 10/01/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHANGES – NOTICE OF CANCELLATION
OR MATERIAL COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.
2. Address: Per Certificates of Insurance on file with the broker.
3. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Transfer of Rights of Recovery Against Others to Us

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

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

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

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

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

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

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

Must Be Completed	
ENDT. NO. 26	POLICY NO. GL 2074978689

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO: Granite Construction Incorporated	EFFECTIVE DATE OF THIS ENDORSEMENT: 10/01/20

Kimberly Linton



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

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

SCHEDULE

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

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

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Granite Construction Incorporated

Endorsement Effective Date: 10/01/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Notice of Cancellation or Material Change –
Designated Person or Organization**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

2. Address: Per Certificates of Insurance on file with the broker.

3. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract

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

Must Be Completed	
ENDT. NO.	POLICY NO.
19	BUA 2074978692

Complete Only When This Endorsement Is Not Prepared With the Policy Or Is Not to be Effective with the Policy	
ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT
Granite Construction Company	10/01/2020

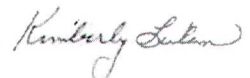
CNA

Countersigned by


Authorized Representative

EA/M19BB18

G-39543A





WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract

2. Notice will be mailed to:

Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

Address: Per Certificates of Insurance on file with the broker

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 10-1-20

Policy No. WC274978630 Valley Forge Insurance Company

WC274978644 Valley Forge Insurance Company

WC274978658 Transportation Insurance Company

WC274978661 Transportation Insurance Company

WC 99 06 06

G-20472-A
(Ed. 10/93)

Page 1 of 1

Kimberly Sutton



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS- CALIFORNIA

This endorsement changes the policy to which it is attached.

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

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

PREMIUM CHARGE –n/a

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

UTAH WAIVER OF SUBROGATION ENDORSEMENT

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

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties. **Schedule : Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.**

WC43 03 05 (Ed 7-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

Schedule

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

WC00 03 13 (Ed 4-84)

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

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

Endorsement Effective 10/01/2020

WC274978644 Valley Forge Insurance Company
WC274978658 Transportation Insurance Company
WC274978661 Transportation Insurance Company
WC274978630 Valley Forge Insurance Company