

**COUNTY OF MONTEREY  
RESOURCE MANAGEMENT AGENCY  
DEPARTMENT OF PUBLIC WORK**

**EMERGENCY CONTRACT**

**PROJECT NO. 621165**

**MOSS LANDING EMERGENCY ROAD REPAIR**

**DESCRIPTION OF WORK: REPAIR OF ROADWAY EMBANKMENT AND PAVEMENT  
STRUCTURE UNDERMINED BY THE THREE (3) 48" REINFORCED CONCRETE PIPE (RCP)  
DRAINING ADJACENT SLOUGH AREA.**

Date: 12/5/2014

PROJECT MANUAL  
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## EMERGENCY AGREEMENT

### PROJECT NO. 621165

THIS AGREEMENT made this 5th day of December, 2014 by and between Monterey County on behalf of RMA-Public Works, hereinafter called "COUNTY" and Granite Rock Company, doing business as a corporation, hereinafter called "CONTRACTOR"

THE COUNTY AND THE CONTRACTOR hereby agree as follows:

#### ARTICLE 1. SCOPE OF WORK.

The CONTRACTOR shall, within the time stipulated, perform the Contract as herein defined and shall finish all work, labor, equipment, transportation, material, and other services necessary for the construction and completion of the REPAIR OF ROADWAY EMBANKMENT AND PAVEMENT STRUCTURE UNDERMINED BY THE THREE (3) 48" REINFORCED CONCRETE PIPE (RCP) DRAINING ADJACENT SLOUGH AREA, as directed by the Resident Engineer. All work shall be completed in strict conformance with the provisions of the documents listed in Article 10 below, and to the satisfaction of the COUNTY. The CONTRACTOR is responsible for public safety with the limits of the work and is responsible for the installation and maintenance of appropriate traffic control devices throughout the contract. It is the CONTRACTOR'S responsibility to contact Underground Services Alert.

#### ARTICLE 2. TIME FOR START AND COMPLETION.

CONTRACTOR shall commence the work on December 5, 2014 and shall complete the work within the overall project duration of Fourteen (14) workdays. Additionally, Contractor shall coordinate their work with all other Contractors whose work is affected by the scope of work defined in this Agreement. Contractor expressly agrees to provide appropriate labor, material and equipment in response to adjustments in the Project Schedule made by the Construction Project Manager during the course of the project in order to maintain the required progress.

#### ARTICLE 3. CONTRACT PRICE AND PAYMENT.

The COUNTY shall pay the CONTRACTOR as full consideration for the performance of the Contract, subject to any additions or deductions as provided in the Contract documents, the Contract sum based on a Force Account as described in Section 9-1.04 of the latest version, though amendments issued December 05, 2014, of the Standard Specifications of the State of California and amended as attached.

#### **CONTRACT AMOUNT NOT TO EXCEED \$300,000.00.**

Attention is directed to Section 9-1.16, "Progress Payments," of the latest version, though amendments issued December 05, 2014, of the Standard Specifications of the State of California. Progress payments to the CONTRACTOR will be made each calendar month on the basis of

ninety-five percent (95%) of the value of the work performed. The final payment will be withheld for thirty-five (35) days after completion of the project. Upon the CONTRACTOR's request and agreement to substitute securities for the withheld funds, monies withheld from progress payments by the COUNTY to ensure performance under the Contract may be released in accordance with Public Contract Code Section 22300, and the Contract documents.

#### ARTICLE 4. CONTRACTOR'S LICENSE.

CONTRACTOR must be licensed to perform the project in accordance with the provisions of the Contractors' State Licensing Law, Chapter 9 (commencing with Section 7000), of Division 3 of the Business and Professions Code. The classification of the Contractor's License required for the project is CLASS "A".

#### ARTICLE 5. LISTING SUBCONTRACTORS.

If CONTRACTOR identifies a need for one or more subcontractors to complete the emergency work, CONTRACTOR shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code, Section 4100, et seq.) to the COUNTY within 24 hours identifying said need. Forms for this purpose are furnished with the Contract and documents. This includes all subcontractors performing work in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total. No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work. The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under the Contractor's control. For all purposes of this contract a subcontractor is defined as another contractor performing work for the contractor.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.). Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site. Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

#### ARTICLE 6. WORKERS' COMPENSATION CERTIFICATE.

Attention is directed to Section 7-1.06C, "Workers' Compensation and Employer's Liability Insurance," of the latest version, though amendments issued December 05, 2014, of the Standard Specifications of the State of California.

#### ARTICLE 7. NON-DISCRIMINATION.

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM  
(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.021(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

#### ARTICLE 8. NOTIFICATION OF THIRD-PARTY CLAIMS.

The COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

#### ARTICLE 9. INDEMNIFICATION AND INSURANCE.

In addition to all the Standard Specifications Section 7-1.05, "Indemnification" and Section 7-1.06, "Insurance" requirements, the following additional requirements shall be met. An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the County of Monterey, their officers, agents, and employees as additional insured's in the form approved by the County of Monterey shall also be furnished. The insurance afforded to the additional insured's is primary insurance and if the additional insured's have other insurance that might be applicable to any loss, the amount of this insurance shall not be reduced or prorated due to the existence of such other insurance.

The contractor's insurer agrees to waive subrogation claims against the County of Monterey, their officers, agents, and employees.

Evidence of insurance (Contractual Liability insurance and Additional Insured Endorsement) in compliance with the requirements herein shall be furnished to the County of Monterey by the Contractor with the Certificate of Insurance in the form as approved by the County of Monterey. Certificates of insurance shall, without any qualification thereto, contain the following statement:

Should any of the described policies be canceled, modified, or reduced in limits before the expiration date thereof, the issuing company will mail 30 days' advance written notice to the named certificate holders.

The insurance shall be issued by a company or companies authorized to transact business in the State of California and shall have a rating of at least A- VII in accordance with the current Best's rating.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the County of Monterey from taking such other actions as is available to them under any other provision of this contract (except retainage of money due to the Contractor) or otherwise in law.

Nothing in the contract is intended to create the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the contract intended to establish a standard of care owed to the public or any member thereof.

Prior to the execution of this Agreement by the COUNTY, Contractor shall file certificates of insurance with the COUNTY Contracts/Purchasing Department and with the COUNTY Public Works Director, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect

ARTICLE 10. COMPONENT PARTS OF THIS CONTRACT.

The Contract entered into by this Agreement consists of the following documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Agreement
- All Modifications to the Agreement
- Performance Bond
- Payment Bond
- List of Subcontractors
- Contractor's Certificate as to Worker's Compensation
- Insurance Certificate
- Standard Specifications of the State of California, as amended through 12/5/2014
- Standard Plans of the State of California as amended through 12/5/2014
- Roadway design Standard for Monterey County
- Standard Property Development Specification for Monterey County
- Standard Detail for Monterey County
- Notice to Proceed
- Drawing prepared by the Resident Engineer or his representative
- Labor Surcharge and Equipment Rental Rates prepared by the State of California
- Manual of Uniform Traffic Control Devices for the State of California
- Working Details

All of the above-named Contract documents are intended to be complementary. Work required by one of the above-named Contract documents and not by others shall be done as if required by all.

The COUNTY will pay the Contractor in the manner and at such times as set forth in Standard Specifications.

The Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

The Monterey County Public Works Department reserves the right to terminate this contract effective the time and place of notification of termination by the Resident Engineer. Payment for all contract activities shall be made in accordance with the Standard Specifications until the time of notification. All CONTRACTOR activities after notification of termination such as labor, equipment, and materials necessary to demobilize shall not be eligible for payment.

ARTICLE 11. PERFORMANCE AND PAYMENT BONDS.

CONTRACTOR shall provide to the COUNTY performance and payment bonds in the form provided by the COUNTY in the amount of \$300,000 to the COUNTY no later than the end of business on December 8, 2014.

9 (15)

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

**CONTRACTOR:**

Granite Rock Co.  
(Name of Company)

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

Tom Squeri  
Printed Name and Title

Date: 12/9/14

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

Kevin Jefferys Secretary  
Printed Name and Title

Date: 12/9/14

**COUNTY OF MONTEREY:**

By: [Signature]

Name: Robert K. Murdoch, P.E.

Title: Director of Public Works

Dated: 12/9/14

APPROVE AS TO FORM

By: [Signature]

Name: Cynthia L. Hasson

Title: Deputy County Counsel

Date: 12-5-14

APPROVE AS TO FISCAL TERMS

By: [Signature]

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 12/10/14

APPROVE AS TO INDEMNITY/  
INSURANCE LANGUAGE

By: [Signature]

Name: Steven F. Mauck

Title: Risk Manager

Date: 12/5/14

Emergency/Project # 621165

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

COUNTY OF MONTEREY

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, Granite Rock Company  
as Contractor, a contract for the following project:

MOSS LANDING EMERGENCY ROAD REPAIR  
PROJECT NO. 621165

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said  
contract, to secure the faithful performance of said contract.

NOW, THEREFORE, we Granite Rock Company, as Principal,  
and Western Surety Company  
\_\_\_\_\_ as Surety, are held and firmly  
bound unto the County of Monterey, a political subdivision of the State of California (hereinafter  
called "County"), in the penal sum of Three Hundred Thousand & 00/100  
Dollars (\$ 300,000.00 , \_\_\_\_\_ .), for the payment of which sum in lawful money of the United  
States, well and truly to be made, we 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 the Principal, as Contractor, or Principal's heirs, executors, administrators, successors,  
or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the  
covenants, conditions, and agreements in said contract and any alteration thereof made as therein  
provided, on Principal's part to be kept and performed, at the time and in the manner therein  
specified and in all respects according to their true intent and meaning, and (2) shall defend,  
indemnify and save harmless the County, the members of its board of supervisors, and its  
officers, agents and employees as therein stipulated, then this obligation shall become null and  
void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition  
to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the  
specifications accompanying the same, shall in any way affect its obligation under this bond, and  
it does hereby waive notice of any such change, extension of time, alteration or addition to the  
terms of said contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the  
contract by the County of Monterey, the County of Monterey having performed its obligation  
under the contract, Surety may promptly remedy the default, or shall promptly:

- (1) Complete the contract in accordance with its terms or conditions, or
- (2) Obtain a bid or bids for submission to County of Monterey for completing the  
contract in accordance with its terms or conditions, and upon determination by  
County of Monterey and Surety of the lowest responsible and responsive bidder,  
arrange for a contract between such bidder and County of Monterey, and make  
available as work progresses (even though there should be a default or a



succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 8th day of December, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Granite Rock Company

Principal

By 

Name and Title Gregory D. Dehl, VP

(Corporate Seal)

Western Surety Company

Surety

By 

Name and Title Stacy M. Clinton, Attorney-in-fact

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Catherine A Pinney, Nancy L Wallis, K Dixon Wright, Stacy M Clinton, Venetia G Johnson, Donnalyn Revis, Kandace L Reeves, Natalie Ann Horder, Michael Landucci, Teresa Rose, Robert Lee Murphy, Individually**

of Petaluma, 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 it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of August, 2014.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

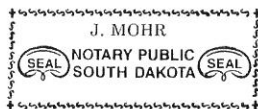
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of August, 2014, 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 the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; 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 corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation 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 corporation this 8th day of December, 2014.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Sonoma



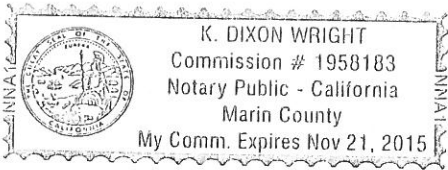
On December 8, 2014 before me, K. Dixon Wright, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stacy M. Clinton  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Stacy M. Clinton

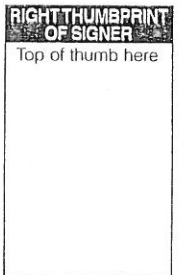
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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.

State of California )  
County of Santa Cruz )

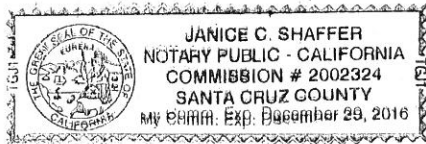
On December 9, 2014 before me, Janice C. Shaffer, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Gregory D. Diehl  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature Janice C. Shaffer  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

Granite Rock Company

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a contract for the following project:

MOSS LANDING EMERGENCY ROAD REPAIR  
PROJECT NO. 621165

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Granite Rock Company, as Principal, and Western Surety Company as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of Three Hundred Thousand & 00/100 Dollars (\$ 300,000.00 ) for the payment of which sum in lawful money of the United States, well and truly to be made, we 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 the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code section 9100,

and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHERE OF the above-bounden parties have executed this instrument under their several seals this 8th day of December, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Granite Rock Company  
Principal  
By [Signature]  
Name and Title Gregory D. Dehl, VP

(Corporate Seal)

Western Surety Company  
Surety  
By [Signature]  
Name and Title Stacy M. Clinton, Attorney-in-fact

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Catherine A Pinney, Nancy L Wallis, K Dixon Wright, Stacy M Clinton, Venetia G Johnson, Donnalyn Revis, Kandace L Reeves, Natalie Ann Horder, Michael Landucci, Teresa Rose, Robert Lee Murphy, Individually**

of Petaluma, 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 it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of August, 2014.



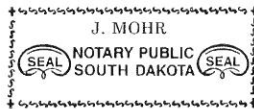
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of August, 2014, 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 the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; 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 corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation 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 corporation this 8th day of December, 2014.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Sonoma



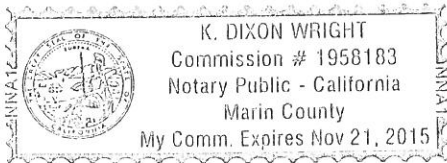
On December 8, 2014 before me, K. Dixon Wright, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stacy M. Clinton  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Stacy M. Clinton

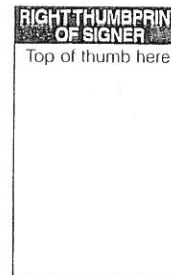
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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.

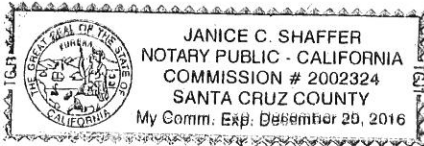
State of California )  
County of Santa Cruz )

On December 9, 2014 before me, Janice C. Shaffer, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Gregory D. Diehl  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *Janice C. Shaffer*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/5/2014

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 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).

<b>PRODUCER</b> Construction & Real Estate Practice  Wells Fargo Insurance Services USA, Inc - CA Lic#: 0D08408  959 Skyway Rd., 2nd Fl San Carlos, CA 94070	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b> 866-358-1487
	<b>E-MAIL ADDRESS:</b> CertRequests@wellsfargo.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Zurich American Insurance Co	16535
	<b>INSURER B:</b> American Zurich Insurance Company	40142
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 8465023 **REVISION NUMBER:** See below

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 SUBR INSD WVP		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b>	<input checked="" type="checkbox"/>		GLO347266813	09/30/2014	09/30/2015	EACH OCCURRENCE	\$ 1,000,000	
		<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
		<input checked="" type="checkbox"/> XCU Hazards						MED EXP (Any one person)	\$ 10,000	
		<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY	\$ 1,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
		OTHER:							\$	
									\$	
A	<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b>			BAP347266913	09/30/2014	09/30/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person)	\$	
		<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>						BODILY INJURY (Per accident)	\$	
								PROPERTY DAMAGE (Per accident)	\$	
									\$	
									\$	
									\$	
	<input type="checkbox"/>	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$	
		<input type="checkbox"/> OCCUR						AGGREGATE	\$	
		<input type="checkbox"/> CLAIMS-MADE							\$	
DED		RETENTION \$								
B	<input checked="" type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC347266713	09/30/2014	09/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						Y/N <input type="checkbox"/> N/A	E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

UGL1175ECW0412, WC040306 Re: Job #5329; County of Monterey Emergency Work - Moss landing.  
Monterey County is named as additional insured as respects general liability per endorsement attached.

**CERTIFICATE HOLDER**
**CANCELLATION**

Monterey County 168 West Alisal Street, 2nd Floor Salinas, CA 93901-2680	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 
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# Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO347266813	09/30/2014	09/30/2015				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** Granite Rock Company  
**Address (including ZIP Code):** PO Box 50001  
 Watsonville, CA 95077

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.  
 However, if you have entered into a construction contract or construction agreement with an additional insured person or organization, the insurance afforded to such additional insured only applies to the extent permitted by law.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:**
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf,
 and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of Paragraphs A. and B. above:**
  - 1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
  - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
    - a. The Limits of Insurance provided to you in this policy; or
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:**  
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or 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.

**E. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

**F. For the coverage provided by this endorsement:**

**1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

**2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.**

All other terms and conditions of this policy remain unchanged.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—  
CALIFORNIA**

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

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

The additional premium for this endorsement shall be 0.00 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

**Job Description**

ALL CA LOCATIONS