

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

CONTRACT NO. 12-142165

THIS AGREEMENT, made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and Granite Rock Company dba Pavex Construction Division, hereinafter called the "Contractor," WITNESSETH:

(1) THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS  
FEDERAL AID PROJECT NO: HRRRL-5944(092)  
CONTRACT NO. 12-142165

in accordance with this agreement and with all of the following additional contract documents which are incorporated into and made a part of this agreement:

- (a) The Standard Specifications, dated May 2006, and the Standard Plans, dated May 2006, including issued amendments through November 30, 2010, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:  
SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS  
FEDERAL AID PROJECT NO: HRRRL-5944(092)  
CONTRACT NO. 12-142165
- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The Payment and Performance bonds required
- (f) Local Agency Bidder – DBE Information, Exhibit 15-G(2)
- (g) Certificate of Insurance
- (h) The accepted bid/proposal including the following:

(1)	List of Subcontractors
(2)	Equal Employment Opportunity Certification
(3)	Public Contract Code



	Section 10285.1 Statement
	Section 10162 Questionnaire
	Section 10232 Statement
(4)	Non-Collusion Affidavit
(5)	Debarment and Suspension Certification
(6)	Non-Lobbying Certification for Federal Aid Contracts
(7)	Disclosure of Lobbying Activities
(8)	Statement Concerning Employment of Undocumented Aliens
(9)	Contractor's Certificate as to Worker's Compensation
(10)	List of Satisfied Public Agencies
(11)	Bidder's Bond
(12)	Bidder's List
(13)	Local Agency Bidder - UDBE Commitment, Exhibit 15-G(1)
(14)	UDBE Information - Good Faith Efforts, Exhibit 15-H

All contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

## 2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his employees.

## 3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this contract:

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS  
FEDERAL AID PROJECT NO: HRRRL-5944(092)  
CONTRACT NO. 12-142165

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY ESTIMATE	ITEM PRICE (In Figures)	TOTAL (In Figures)
1	074017	Water Pollution Control Program	LS	LS	\$800.00	\$800.00
2	074016	Construction Site Management	LS	LS	\$2,500.00	\$2,500.00
3	120090	Construction Area Signs	LS	LS	\$4,475.00	\$4,475.00
4	120100	Traffic Control System Including Flagging	LS	LS	\$155,000.00	\$155,000.00
5	128650	Portable Changeable Message Sign	LS	LS	\$7,400.00	\$7,400.00
6	190101	Roadway Excavation (Island Removal)	CY	53	\$110.00	\$5,830.00



ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY ESTIMATE	ITEM PRICE (In Figures)	TOTAL (In Figures)
7	731501	Minor Concrete (Island Construction)	CY	3	\$1,200.00	\$3,600.00
8	390132	Base Course(s) Type A HMA (Island Replacement to Existing Asphalt Surface, Minor Widening, etc.)	TN	63	\$120.00	\$7,560.00
9	374206	Seal Random Cracks in Existing Surfacing	LNMI	8.43	\$6,000.00	\$50,580.00
10	390095	HMA Replace Asphalt Concrete Surfacing (MP 2.38 TO 5.00)	TN	1334	\$115.00	\$153,410.00
11	390095	HMA Replace Asphalt Concrete Surfacing (MP 5.00 TO 8.49)	TN	1930	\$115.00	\$221,950.00
12		Remove Raised Pavement Markers	LS	LS	\$500.00	\$500.00
13		Remove Paint & Thermoplastic Traffic Stripe	LF	720	\$1.00	\$720.00
14	150718	Remove Thermoplastic Pavement Markings (MP 2.38 TO 5.00)	SF	560	\$2.00	\$1,120.00
15	150718	Remove Thermoplastic Pavement Markings (MP 5.00 TO 8.49)	SF	783	\$2.00	\$1,566.00
16	150771	Remove Asphalt Concrete Dike (MP 2.38 TO 8.49)	LF	3250	\$1.50	\$4,875.00
17	390132	HMA Overlay, Type A Asphalt, MP 2.38 to MP 8.49	TN	30871	\$83.00	\$2,562,293.00
18	394073	Place HMA Dike Type A (MP 2.38 TO 8.49)	LF	3250	\$3.80	\$12,350.00
19		Radar Speed Detection Curve Warning Sign	EA	2	\$18,370.00	\$36,740.00
20		Thermoplastic (4" inverted profile rt edgelines) Detail 27B mod. (MP 2.38 TO 5.00)	LF	27030	\$1.00	\$27,030.00
21		Thermoplastic (4" inverted profile rt edgelines) Detail 27B mod. (MP 5.00 TO 8.49)	LF	36301	\$1.00	\$36,301.00
22	840501	Thermoplastic 4-inch Solid Striping (MP 2.38 TO 5.00)	LF	17598	\$0.50	\$8,799.00
23	840501	Thermoplastic 4-inch Solid Striping, (MP 5.00 TO 8.49)	LF	38430	\$0.50	\$19,215.00
24	840525	Thermoplastic 4-inch Broken Striping, 36-12 (MP 2.38 TO 5.00)	LF	8798	\$0.50	\$4,399.00
25	840525	Thermoplastic 4-inch Broken Striping, 36-12 (MP 5.00 TO 8.49)	LF	7579	\$0.50	\$3,789.50
26	840506	Thermoplastic 8-inch Solid White Striping (MP 2.38 TO 5.00)	LF	1335	\$1.20	\$1,602.00
27	840506	Thermoplastic 8-inch Solid White Striping (MP 5.00 TO 8.49)	LF	720	\$1.20	\$864.00
28	840515	Thermoplastic Markings (MP 2.38 TO 5.00)	SF	560	\$3.50	\$1,960.00



ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY ESTIMATE	ITEM PRICE (In Figures)	TOTAL (In Figures)
29	840515	Thermoplastic Markings (MP 5.00 TO 8.49)	SF	783	\$3.50	\$2,740.50
30		Monument Frame and Cover (MP 2.38 TO 8.49)	EA	35	\$557.00	\$19,495.00
31	850102	Raised Reflective Pavement Markers (MP 2.38 TO 5.00)	EA	982	\$2.00	\$1,964.00
32	850102	Raised Reflective Pavement Markers (MP 5.00 TO 8.49)	EA	1806	\$2.00	\$3,612.00
33	850101	Raised Non-reflective Pavement Markers (MP 2.38 TO 5.00)	EA	4344	\$1.50	\$6,516.00
34	850101	Raised Non-reflective Pavement Markers (MP 5.00 TO 8.49)	EA	8500	\$1.50	\$12,750.00
35	153103	Cold Plane Asphalt Pavement at Conform Locations (MP 2.38 TO 8.49)	SQYD	3444	\$6.00	\$20,664.00
36	190185	Shoulder Backing MP 2.38 TO 8.49	TN	2103	\$30.00	\$63,090.00
37	393001	Reinforcing fabric around edges of surface patches only (MP 2.38 to MP 8.49)	SQYD	1800	\$12.00	\$21,600.00
38		Paint Raised Island Curb	LS	LS	\$500.00	\$500.00
39	562007	Roadside Signs (MP 2.38 to MP 5.00)	EA	2	\$285.00	\$570.00
40	562007	Roadside Signs (MP 5.00 to MP 8.49)	EA	7	\$285.00	\$1,995.00
<b>TOTAL BID</b>						<b>\$3,492,725.00</b>





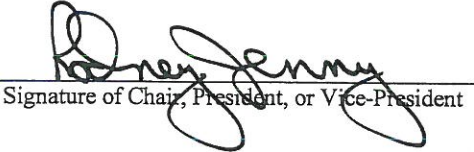
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

**CONTRACTOR:**

Granite Rock Company dba Pavex Construction Division

(Name of Company)

By:

  
Signature of Chair, President, or Vice-President

RODNEY JENNY V.P.  
Printed Name and Title

Date:

3/9/12

By:

Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer\*

Printed Name and Title

Date:

**COUNTY OF MONTEREY:**

By:



Name: Paul H. Greenway., P.E.

Title: Acting Director of Public Works

Dated:

5/30/12

By:

APPROVE AS TO FISCAL TERMS

Name:

Gary Giboney

Title:

Chief Deputy Auditor-Controller

Date:

4-3-12

APPROVE AS TO FORM

By:



Name: Cynthia L. Hasson

Title: Deputy County Counsel

Date:

3-30-12

By:

APPROVE AS TO INDEMNITY/  
INSURANCE LANGUAGE

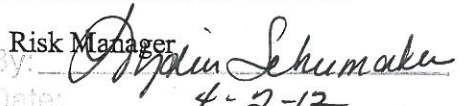
Name:

Steven F. Mauck

Title:

Risk Manager

Date:

  
Date: 4-2-12

**\*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

Bond # 929530272

Premium: \$9,430.00

WHEREAS, the County of Monterey has awarded to Principal, Granite Rock Company, d.b.a. Pavex Construction Division as Contractor, a contract for the following project:

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS  
FEDERAL AID PROJECT NO: HRRRL-5944(092)  
CONTRACT NO. 12-142165

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

Granite Rock Company, d.b.a.  
NOW, THEREFORE, we Pavex Construction Division, as Principal,  
and Continental Casualty 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 Million, Four Hundred Ninety-Two Thousand, Seven Hundred Twenty-Five NO/100 (\$3,492,725.), 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

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 12th day of March, 2012, 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, d.b.a.  
Pavex Construction Division

Principal

By

Name and Title

Bruce W. Woolpert  
President

(Corporate Seal)

Continental Casualty Company

Surety

By

Name and Title

Deborah L. Tablak  
Attorney-in-Fact

(Attach notary acknowledgment for all signatures and attorney-in-fact certificate for signature by surety's representative)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

F R Hudson, III, David J Bachan, Deborah L Tablak, Yesenia Rivera, Individually

of Watsonville, CA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their 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 their insurance companies 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 Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 30th day of August, 2011.

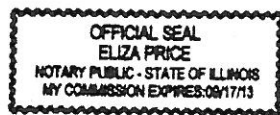


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*[Signature]*  
Stathy Darcy Senior Vice President

State of Illinois, County of Cook, ss:

On this 30th day of August, 2011, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

*[Signature]*  
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, 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 companies 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 companies this 12th day of March, 2012.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*[Signature]*  
Mary A. Ribikawskis Assistant Secretary

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

On **March 12, 2012**, before me, **Susan Moulton, Notary Public**, personally appeared **Deborah L. Tablak**, 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, 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.

*Susan Moulton*  
Susan Moulton

-----OPTIONAL-----

## DOCUMENT AND SIGNER

Type: **Performance Bond # 929530272**

Principal: **Granite Rock Company, d.b.a. Pavex Construction Division**

Obligee: **County of Monterey**

Description: **San Juan Road Safety & Overlay Improvements**

**Deborah L. Tablak is Attorney-in-Fact representing Continental Casualty Company**

# ACKNOWLEDGMENT

State of California  
County of Santa Cruz

On March 14, 2012 before me, Vera Marie Roper, Notary Public  
(insert name and title of the officer)

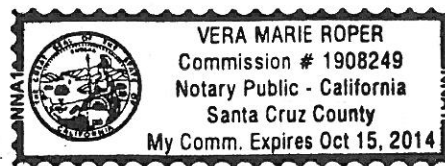
personally appeared Bruce W. Woolpert  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their 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 Vera M. Roper

(Seal)



COUNTY OF MONTEREY

PAYMENT BOND  
(Civil Code Section 3249)

Bond # 929530272  
Premium Incl. w/Perf. Bond

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

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS  
FEDERAL AID PROJECT NO: HRRRL-5944(092)  
CONTRACT NO. 12-142165

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.

Granite Rock Company, d.b.a.

NOW, THEREFORE, we Pavex Construction Division, as  
Principal, and Continental Casualty 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 3181 in the penal sum of Three Million, Four Hundred Ninety-Two Thousand, Seven Hundred Twenty-Five (\$3,492,725.00) 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 3181 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 3181, 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 3247 et seq. (Civil Code, Division 3,



Part 4, Title 15, Chapter 7: Payment Bond for Public Works).

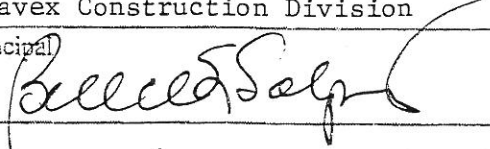
IN WITNESS WHERE OF the above-bounden parties have executed this instrument under their several seals this 12th day of March, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Granite Rock Company, d.b.a.  
Pavex Construction Division

Principal

By

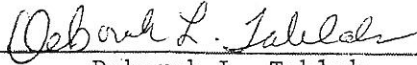
  
Name and Title Bruce W. Woolpert  
President

(Corporate Seal)

Continental Casualty Company

Surety

By

  
Name and Title Deborah L. Tablak  
Attorney-in-Fact

(Attach notary acknowledgment for all signatures and attorney-in-fact certificate for signature by surety's representative)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

F R Hudson, III, David J Bachan, Deborah L Tablak, Yesenia Rivera, Individually

of Watsonville, CA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their 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 their insurance companies 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 Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 30th day of August, 2011.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*[Signature]*  
Stathy Darcy Senior Vice President

State of Illinois, County of Cook, ss:

On this 30th day of August, 2011, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

*[Signature]*  
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, 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 companies 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 companies this 12th day of March, 2012.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*[Signature]*  
Mary A. Ribikawskis Assistant Secretary

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

On **March 12, 2012**, before me, **Susan Moulton, Notary Public**, personally appeared **Deborah L. Tablak**, 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, 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.



*Susan Moulton*  
Susan Moulton

-----OPTIONAL-----

## DOCUMENT AND SIGNER

Type: **Payment Bond # 929530272**

Principal: **Granite Rock Company, d.b.a. Pavex Construction Division**

Obligee: **County of Monterey**

Description: **San Juan Road Safety & Overlay Improvements**

**Deborah L. Tablak is Attorney-in-Fact representing Continental Casualty Company**

ACKNOWLEDGMENT

State of California  
County of Santa Cruz

On March 14, 2012 before me, Vera Marie Roper Notary Public  
(insert name and title of the officer)

personally appeared A Bruce W. Woolpert  
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 Vera M. Roper (Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/09/2012

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).

PRODUCER LIC #0056172 McSherry & Hudson 575 Auto Center Drive P. O. Box 2690 Watsonville, CA 95076	1-831-724-3841	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED GRANITE ROCK COMPANY DBA PAVEX CONSTRUCTION DIVISION P. O. BOX 50001 WATSONVILLE, CA 95077	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ZURICH AMERICAN INS CO	NAIC # 16535
	INSURER B: WESTCHESTER FIRE INS CO	21121
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 26044421 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Hazards <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	GLO3472668-10	09/30/11	09/30/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ NIL PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contractual Liability	X	X	BAP3472669-10	09/30/11	09/30/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			G22009163007	09/30/11	09/30/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 FOLLOWS FORM \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC3472667-10	09/30/11	09/30/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
PAVEX JOB#4527, CONTRACT NO. 12-142165, SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS  
FEDERAL AID PROJECT NO. HRRRL-5944 (092)  
COUNTY OF MONTEREY AND ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED PER ATTACHED ENDORSEMENTS.

CERTIFICATE HOLDER 4527 COUNTY OF MONTEREY DEPARTMENT OF PUBLIC WORKS 168 W. ALISAL STREET, SECOND SALINAS, CA 93905 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 
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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
03/09/2012

NAME OF INSURED: GRANITE ROCK COMPANY  
DBA PAVEX CONSTRUCTION DIVISION

Policy Number: GLO 3472668-10  
Zurich American Insurance Co.  
Effective: 9/30/2011

COMMERCIAL GENERAL LIABILITY  
CG 25 03 03 97

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 Projects:**

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION 1), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), 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, Fire Damage 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 COVERAGE A (SECTION 1), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

rences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), 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 Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.



## Additional Insured — Automatic — Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Producer No.	Add'l. Prem	Return Prem.
GLO 3472668-10	9/30/2011	9/30/2012	McSherry & Hudson		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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*.
- 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, 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, performed for the additional insured person or organization.
- 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 exceeds 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 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.

**Policy Number: GLO 3472668-10**  
**Zurich American Insurance Co.**  
**Effective Date: 9/30/2011**

## **Commercial General Liability Coverage Part**

### **Severability of Interest**

The insurance afforded by this policy **applies severally** as to each insured except that the inclusion of more than one insured shall not operate to increase the limit of the company's liability and the inclusion hereunder of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

### **Waiver of Subrogation**

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

#### Schedule

Name of Person or Organization: Any person or organization that requires that the named insured waive the named insured's rights of recovery in a written contract or agreement with the named insured that is executed prior to the accident or loss.

### **Notice of Cancellation**

If the Company cancels this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, the Company will mail a copy of such written notice of cancellation to the person or organization shown in the Schedule at least 30 days prior to the effective date of the cancellation. If the Company cancels this Coverage Part by written notice to the first Named Insured for nonpayment of premium, the Company will mail a copy of such written notice of cancellation to the person or organization shown in the Schedule at least 10 days prior to the effective date of such cancellation. If the Company reduces the coverage afforded by this Coverage Part, the Company will mail a written notice of such reduction in coverage to the person or organization shown in the Schedule at least 30 days prior to the effective date of the reduction in coverage.

#### Schedule

Name of Person or Organization: Any person or organization to whom the named insured is required by written contract or agreement to mail prior written notice of cancellation and/or reduction in coverage.

POLICY NO.: BAP 3472669-10  
ZURICH AMERICAN INS. CO.  
EFFECTIVE DATE: 09/30/2011

COMMERCIAL AUTO  
CA 2048 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is an Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

<b>Endorsement Effective:</b> 9/30/11	<b>Countersigned By:</b>   <hr/> <b>Authorized Representative</b>

## SCHEDULE

<b>Name of Person(s) or Organization(s):</b> ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is an Insured Provision contained in Section II of the Coverage Form.

Policy Number: BAP 3472669-10

## Commercial Auto Liability Coverage Part

### Severability of Interest

Except with respect to the limit of insurance, the coverage afforded applies separately to each Insured who is seeking coverage or against whom a claim or suit is brought.

### Waiver of Subrogation

The Company waives any right of recovery the Company may have against the designated person or organization shown in the schedule because of payments the Company makes for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by the named insured for the designated person or organization.

#### Schedule

Name of Person or Organization: All persons and/or organizations that require by written contract or agreement with the named insured, executed prior to the accident or loss, that waiver of subrogation be provided under this policy.

### Notice of Cancellation

If the Company cancels or non-renews this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, the Company will mail a copy of such written notice of cancellation or non-renewal to the person or organization shown in the Schedule at least 30 days prior to the effective date of the cancellation or non-renewal. If the Company cancels this Coverage Part by written notice to the first Named Insured for nonpayment of premium, the Company will mail a copy of such written notice of cancellation to the person or organization shown in the Schedule at least 10 days prior to the effective date of such cancellation. If the Company reduces the coverage afforded by this Coverage Part, the Company will mail a written notice of such reduction in coverage to the person or organization shown in the Schedule at least 30 days prior to the effective date of the reduction in coverage.

#### Schedule

Name of Person or Organization: Any person or organization to whom the named insured is required by written contract or agreement to mail prior written notice of cancellation and/or reduction in coverage

**WAIVER OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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**

ALL PERSONS AND/OR ORGANIZATIONS THAT REQUIRE 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.

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: **9/30/11**

Policy No.: **WC 3472667-10**

Insurance Company **Zurich American Insurance Company**

**WC 00 03 13**  
(Ed. 4-84)

**Notice of Cancellation**

If the insurer cancels this policy by written notice to the named insured for any reason other than nonpayment of premium, the insurer will mail a copy of such written notice of cancellation to the person or organization shown in the Schedule. Notification to such person or organization will be provided at least 30 days prior to the effective date of the cancellation. If the insurer cancels this policy by written notice to the named insured for nonpayment of premium, the insurer will mail a copy of such written notice of cancellation to the person or organization shown in the Schedule at least 10 days prior to the effective date of such cancellation. If the insurer reduces the coverage afforded by this policy, the insurer will mail a written notice of such reduction in coverage to the person or organization shown in the Schedule at least 30 days prior to the effective date of the reduction in coverage.

**Schedule**

Name of Person or Organization: Any person or organization to whom the named insured is required by written contract or agreement to mail prior written notice of cancellation and/or reduction in coverage.