

# Attachment E

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CONTRACT FOR PUBLICWORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 621111

THIS AGREEMENT, is made in four (4) duplicate originals by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and Granite Construction Company, 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:

CACHAGUA ROAD STORM DAMAGE REPAIR PROJECT  
PROJECT NO. 621111

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 2015, and the Standard Plans, dated 2015, including issued revision through MARCH 3, 2017, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

CACHAGUA ROAD STORM DAMAGE REPAIR  
PROJECT  
PROJECT NO. 621111

- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The Payment and Performance bonds required
- (f) Federal Wage Rates
- (g) Certificate of Insurance
- (h) Form FHWA-1273

*MJP*  
9.12.17

(i) 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) Noncollusion Declaration
- (5) Debarment and Suspension Certification
- (6) NonLobbying Certification For Federal-Aid Contracts
- (7) Disclosure of Lobbying Activities
- (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
- (9) Statement Concerning Employment Of Undocumented Aliens
- (10) Contractor's Certificate As To Worker's Compensation
- (11) List of Satisfied Public Agencies
- (12) Exhibit 15-G Construction Contract DBE Commitment
- (13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
- (14) Exhibit 15-H DBE Information-Good Faith Efforts
- (15) Bidder's Bond

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/her/its employees.

## 3. CONTRACT PRICE

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

CACHAGUA ROAD STORM DAMAGE REPAIR PROJECT  
PROJECT NO. 621111

ITEM NO.	ITEM CODE	F	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
1	100100		DEVELOP WATER SUPPLY	LS	LUMP SUM	\$3,000	\$ 3,000.00
2	120090		CONSTRUCTION AREA SIGNS	LS	LUMP SUM	\$7,500	\$ 7,500.00
3	120120		TYPE III BARRICADE	EA	6	\$ 100	\$ 600.00
4	129000		TEMPORARY RAILING (TYPE K)	LF	80	\$ 55	\$ 4,400.00
5	130100		JOB SITE MANAGEMENT	LS	LUMP SUM	\$5,000	\$ 5,000.00
6	130200		PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LUMP SUM	\$ 590	\$ 590.00
7	130640		TEMPORARY FIBER ROLL	LF	500	\$ 3	\$ 1,500.00
8	130680		TEMPORARY SILT FENCE	LF	500	\$ 4	\$ 2,000.00
9	130900		TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM	\$1,500	\$ 1,500.00
10	170103		CLEARING AND GRUBBING (LS)	LS	LUMP SUM	\$15,000	\$ 15,000.00
11	190101	F	ROADWAY EXCAVATION	CY	10107	\$ 21	\$212,247.00
12	190161	F	ROCK EXCAVATION	CY	1661	\$ 33	\$ 54,813.00
13	194001		DITCH EXCAVATION	CY	9	\$ 400	\$ 3,600.00
14	198010	F	IMPORTED BORROW (CY)	CY	3754	\$75	\$281,550.00
15	210110		IMPORTED TOPSOIL (CY)	CY	280	\$110	\$ 30,800.00
16	210350		FIBER ROLLS	LF	1870	\$ 2.50	\$ 4,675.00

ITEM NO.	ITEM CODE	F	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
17	210430		HYDROSEED	SQFT	33700	\$ 0.20	\$ 6,740.00
18	260203		CLASS 2 AGGREGATE BASE (CY)	CY	250	\$ 150	\$ 37,500.00
19	390132		HOT MIX ASPHALT (TYPE A)	TON	120	\$ 230	\$ 27,600.00
20	394073		PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	93	\$ 18	\$ 1,674.00
21	394077		PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	160	\$ 18	\$ 2,880.00
22	477020	F	MECHANICALLY STABILIZED EMBANKMENT	SQFT	11500	\$ 50	\$575,000.00
23	510502	F	MINOR CONCRETE (MINOR STRUCTURE)	CY	6	\$ 2,000	\$ 12,000.00
24	641113		24" PLASTIC PIPE	LF	76	\$ 118	\$ 8,968.00
25	665023		24" CORRUGATED STEEL PIPE (.079" THICK)	LF	30	\$ 220	\$ 6,600.00
26	680285		4" PLASTIC PIPE UNDERDRAIN	LF	960	\$ 79	\$ 75,840.00
27	690123		24" CORRUGATED STEEL PIPE DOWNDRAIN (.079" THICK)	LF	92	\$ 214	\$ 19,688.00
28	692309		24" ANCHOR ASSEMBLY	EA	9	\$ 650	\$ 5,850.00
29	692381		CONCRETE ANCHOR AND CABLE ASSEMBLY	EA	1	\$ 6,000	\$ 6,000.00
30	705015		24" STEEL FLARED END SECTION	EA	2	\$ 400	\$ 800.00
31	709522		INLET DEPRESSION	EA	1	\$ 1,700	\$ 1,700.00
32	710130		REMOVE CULVERT (EA)	EA	1	\$ 3,500	\$ 3,500.00

ITEM NO.	ITEM CODE	F	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
33	721028	F	ROCK SLOPE PROTECTION (NO. 2, METHOD B) (CY)	CY	1.5	\$ 1,700	\$ 2,550.00
34	722020	F	GABION	CY	19	\$ 600	\$ 11,400.00
35	729011		ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	8	\$ 100	\$ 800.00
36	750001	F	MISCELLANEOUS IRON AND STEEL	LB	502	\$ 7	\$ 3,514.00
37	800008		FENCE (TYPE BW, 4-STRAND, METAL POST)	LF	330	\$ 15	\$ 4,950.00
38	803020		REMOVE FENCE	LF	160	\$ 8	\$ 1,280.00
39	820470		RESET MILEPOST MARKER	EA	1	\$ 200	\$ 200.00
40	820134		OBJECT MARKER (TYPE P)	EA	1	\$ 200	\$ 200.00
41	832005		MIDWEST GUARDRAIL SYSTEM	LF	250	\$ 75	\$ 18,750.00
42	832070		VEGETATION CONTROL (MINOR CONCRETE)	SQYD	120	\$ 120	\$ 14,400.00
43	839585		ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1	\$ 4,700	\$ 4,700.00
44	839759		SALVAGE CONCRETE BARRIER (TYPE K)	LF	340	\$ 34	\$ 11,560.00
45	999990		MOBILIZATION	LS	LUMP SUM	\$ 82,733	\$ 82,733.00
TOTAL COST							\$1,578,152.00

F – Final Pay Item

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

**CONTRACTOR:**

Granite Construction Company  
(Name of Company)

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

Jigisha Desai, Vice President  
Printed Name and Title

Date: 9/6/17

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

Kenneth B. Olson, Assistant Secretary  
Printed Name and Title

Date: 9/6/17

**COUNTY OF MONTEREY:**

By: [Signature]

Name: Carl P. Holm  
Title: Director of Resource Management Agency

Dated: 9/15/2017

APPROVE AS TO FISCAL TERMS

By: [Signature]

Name: Gary Giboney  
Title: Chief Deputy Auditor-Controller

Date: 9-15-17

APPROVE AS TO FORM

By: [Signature]

Name: Mary Grace Perry  
Title: Deputy County Counsel

Date: Sept. 12, 2017

APPROVE AS TO INDEMNITY/  
INSURANCE LANGUAGE

By: [Signature]

Name: Steven F. Marick

Title: Risk Manager

Date: 9/15/17



\*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

PAYMENT BOND

(Civil Code Section 9550)

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

CACHAGUA ROAD STORM DAMAGE REPAIR PROJECT  
PROJECT NO. 621111

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 Construction Company, as Principal, and Travelers Casualty and Surety Company of America 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 One million five hundred seventy-eight thousand, one hundred fifty-two Dollars (\$ 1,578,152.00) 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.

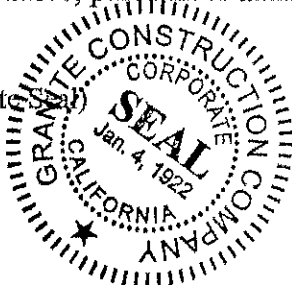
If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

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 6th day of September, 20 17, 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 Construction Company

Principal

By

Name and Title Jigisha Desai, Vice President

(Corporate Seal)

Travelers Casualty and Surety Company of America

Surety

By

Name and Title Isabel Barron, 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.)

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

## ACKNOWLEDGMENT

State of California

County of Santa Cruz

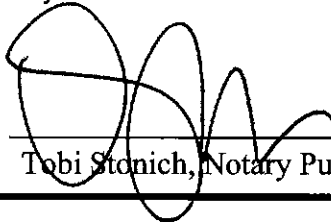
On September 06, 2017 before me, Tobi Stonich, Notary Public  
(insert name and title of the officer)

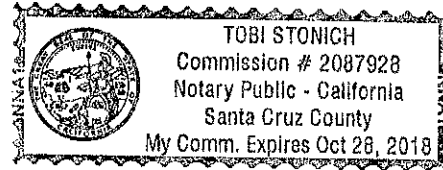
personally appeared Isabel Barron,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature

  
Tobi Stonich, Notary Public



(Seal)



POWER OF ATTORNEY

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

Attorney-In-Fact No. 232494

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

*This Power of Attorney is limited to bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof for Granite Construction Incorporated and all subsidiaries and affiliates, alone or in joint venture.*

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

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



State of Connecticut

City of Hartford ss.

By:

  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2021



  
Marie C. Tetreault, Notary Public

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

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

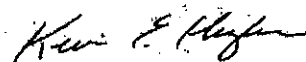
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which will remain in full force and effect through December 31, 2018.

Bond Executed on September 06, 2017



Kevin E. Hughes, Assistant Secretary



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

## COUNTY OF MONTEREY

PERFORMANCE BOND

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

CACHAGUA ROAD STORM DAMAGE REPAIR PROJECT  
PROJECT NO. 621111

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 Construction Company, as Principal, and Travelers Casualty and Surety Company of America 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 One million five hundred seventy-eight thousand, one hundred fifty-two Dollars (\$ 1,578,152.00), 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:

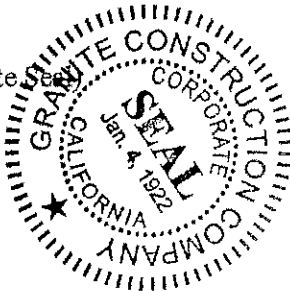
- (1) Complete the Contract in accordance with its terms or conditions, or
- (2) Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive 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 6th day of September, 2017, 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)



(Corporate Seal)

Granite Construction Company

Principal

By Jigisha Desai

Name and Title Jigisha Desai, Vice President

Travelers Casualty and Surety Company of America  
Surety

By Isabel Barron

Name and Title Isabel Barron, 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.)

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

## ACKNOWLEDGMENT

State of California

County of Santa Cruz )

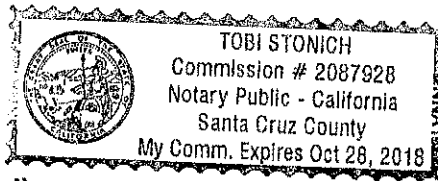
On September 06, 2017 before me, Tobi Stonich, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature]  
Tobi Stonich, Notary Public



(Seal)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/11/2017

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 #0C36861 1-415-403-1491  
Alliant Insurance Services, Inc.  
100 Pine Street, 11th Floor  
San Francisco, CA 94111  
John Gilliland

CONTACT NAME: Kimberly Leikam  
PHONE (A/C, No, Ext): 415-403-1491 FAX (A/C, No): 415-874-4818  
E-MAIL ADDRESS: kleikam@alliant.com

INSURED  
Granite Construction Company  
585 West Beach  
Watsonville, CA 95076

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: VALLEY FORGE INS CO	20508
INSURER B: CONTINENTAL CAS CO	20443
INSURER C: TRANSPORTATION INS CO	20494
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 50749435

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	X	X	GL 2074978689	10/01/16	10/01/18	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> Contractual Liability						
	<input checked="" type="checkbox"/> XCU Hazards						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	X	X	BUA2074978692	10/01/16	10/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> Contractual						
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			2068209453	10/01/16	10/01/17	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
	<input type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> DED						
	<input type="checkbox"/> RETENTION \$						
	<input checked="" type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC274978661 (MT,WI,HI)	10/01/16	10/01/17	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	X	WC274978644 (AOS/Stop Gap)	10/01/16	10/01/17	E.L. EACH ACCIDENT \$ 2,000,000
A		N	X	WC274978630 (CA)	10/01/16	10/01/17	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC274978658 (NY)	10/01/16	10/01/17	E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

201 734704 Cachagua Road Storm Damage Repair Project / Project No. 621111

The County of Monterey and their officers, directors, agents and employees are hereby named as additional insureds, per the attached endorsements.

GL Per ISO Form CG0001 10/01; AL Per ISO Form CA0001 03/10

**CERTIFICATE HOLDER****CANCELLATION**

201 734704

COUNTY OF MONTEREY  
RMA-Public Works

1441 Schilling Place, Second Floor

Salinas, CA 93901

USA

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

Alliant Insurance Services, Inc.

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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

09/11/2017

NAME OF INSURED: Granite Construction Company

The County of Monterey and their officers, directors, agents and employees, are hereby named as additional insureds, per the attached endorsements.



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

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

**SCHEDULE (OPTIONAL)**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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

**Waiver of Transfer of Rights of Recovery Against Others to Us**

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Form**

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

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

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

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

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

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

Must Be Completed		Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ENDT. NO.	POLICY NO.	ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT
	GL 2074978689	Granite Construction Incorporated	

Countersigned by \_\_\_\_\_  
Authorized Representative



## ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

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

### SCHEDULE

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

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

All other terms and conditions of the Policy remain unchanged.

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

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

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured: Granite Construction Incorporated**

**Endorsement Effective Date: 10/01/2016**

**SCHEDULE**

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

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

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

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



**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS- CALIFORNIA**

This endorsement changes the policy to which it is attached.

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

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

**PREMIUM CHARGE –n/a**

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

**UTAH WAIVER OF SUBROGATION ENDORSEMENT**

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

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

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

**WC43 03 05 (Ed 7-00)**

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

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

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

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

**Schedule**

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

**WC00 03 13 (Ed 4-84)**

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

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

Endorsement Effective 10/01/2016

WC274978644	Valley Forge Insurance Company
WC274978658	Transportation Insurance Company
WC274978661	Transportation Insurance Company
WC 274978630	Valley Forge Insurance Company