

# **Monterey County Board of Supervisors**

#### **Board Order**

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5066 www.co.monterey.ca.us

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

Award the following JOC Roads & Bridges contracts to the lowest responsible and responsive bidders for a term of one (1) year from date signed by County with a minimum contract value of \$25,000 and maximum contract value of \$5,098,418:

- a. JOC Roads & Bridges 2020-01 contract to Granite Construction Company, with a bid award criteria figure of 1.1196
- b. JOC Roads & Bridges 2020-02 contract to A. Teichert & Son, Inc. dba Teichert Construction, with a bid award criteria figure of 1.1145
- c. JOC Roads & Bridges 2020-03 contract to Granite Rock Company, with a bid award criteria figure of 1.1100

Award the following JOC Facilities contracts to the lowest responsible and responsive bidders for a term of one (1) year from the date signed by County with a minimum contract value of \$25,000 and maximum contract value of \$5,098,418:

- d. JOC Facilities 2020-01 contract to Newton Construction & Management, Inc., with a bid award criteria figure of 1.0890
- e. JOC Facilities 2020-02 contract to Gustav Keoni dba Precision Construction Services, with a bid award criteria figure of 1.0989

Approve the following Performance and Payment Bonds for Roads & Bridges JOC in the amount of \$5,098,418:

- f. Performance and Payment Bonds executed and provided by Granite Construction Company
- g. Performance and Payment Bonds executed and provided by Teichert & Son, Inc. dba Teichert Construction
- h. Performance and Payment Bonds executed and provided by Granite Rock Company

Approve the following Performance and Payment Bonds for Facilities JOC in the amount of \$5,098,418:

- i. Performance and Payment Bonds executed and provided by Newton Construction & Management, Inc.
- j. Performance and Payment Bonds executed and provided by Gustav Keoni dba Precision Construction Services

Authorize the RMA Director or assigned designee to execute contracts:

k. JOC Roads & Bridges 2020-01 with Granite Construction Company; JOC Roads & Bridges 2020-02 with Teichert & Son, Inc. dba Teichert Construction; JOC Roads & Bridges 2020-03 with Granite Rock

Legistar File ID No. A 20-454 Agenda Item No. 51.1

Company; JOC Facilities 2020-01 with Newton Construction & Management, Inc.; and JOC Facilities 2020-02 with Gustav Keoni dba Precision Construction Services

PASSED AND ADOPTED on this 27<sup>th</sup> day of October 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 27, 2020.

Dated: October 27, 2020 File ID: A 20-454 Agenda Item No.: 51.1 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Joel G. Pablo, Deputy

# AGREEMENT Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and Granite Construction Company, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

#### ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog<sup>®</sup> (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

PROJECT NO.	JOC, BID NO	. ROADS &	BRIDGES	2020-01
☐ PROJECT NO.	JOC, BID NO	. ROADS &	BRIDGES	2020-02
☐ PROJECT NO.	JOC, BID NO	. ROADS &	BRIDGES	2020-03

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

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the

Project: JOC 2020-01 Roads and Bridges Granite Construction Company Agreement time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

#### ARTICLE 3. <u>ADJUSTMENT FACTORS</u>

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

#### **ADJUSTMENT FACTORS**

The Minimum Contract Value is \$25,000. CONTRACTOR will receive Job Orders totaling at least \$25,000 during the Contract term. The Maximum Contract Value is \$5,098,418 for the JOC ROADS & BRIDGES 2020-01 or 2020-02 or 2020-03. COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

ITEM	DESCRIPTION	ADJUSTMENT FACTORS
1.	Normal Working Hours – North County Hours of Work between 7 a.m. and 5 p.m., Monday through Friday.	1.1495
2.	Normal Working Hours – South County Hours of Work between 7 a.m. and 5 p.m., Monday through Friday.	1.0000
3.	Other than Normal Working Hours – North County Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays.	1.1495
4.	Other than Normal Working Hours – South County Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays.	1.0000

#### ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job

Project: JOC 2020-01 Roads and Bridges Granite Construction Company Agreement Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Roads & Bridges, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

#### ARTICLE 5. NOTIFICATION OF THIRD PARTY CLAIMS

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

#### ARTICLE 6. COMPONENT PARTS OF THIS CONTRACT

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

- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate

- Division 00710 General Conditions,
   Bid Nos. ROADS & BRIDGES 2020 01, ROADS & BRIDGES 2020-02,
   ROADS & BRIDGES 2020-03
- Project Specifications
- Construction Task Catalog<sup>®</sup>
- Technical Specifications
- Community Development Block Grant (CDBG) Standard Provisions and Requirements
- Federal Provisions-Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Standard Provisions and Requirements
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1 and 2

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

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

	CONTRACTOR, NAME OF COMPANY
COUNTY OF MONTEREY	CONTRACTOR: NAME OF COMPANY
By: Grant Frozense	By: MAN AND AND AND AND AND AND AND AND AND A
Name: Carl P. Holm, AICP	Name. Jigisha Desai
Title: Resource Management Agency (RMA) Director	Title: Senior Vice President
10/29/2020	(Per California Corporations Code Section 313, for Corporations, jirst signatory should be Chair, President OR Vice President.)
Date:	Date: 09/29/20
APPROVED AS TO FORM	By: _ Val 222
CONTRACTS/PURCHASING	Name: Kenneth B. Olson
	Title: Vice President
Ву:	(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer OR CFO)
Name: Michael R. Derr	Date: 09/29/20
Title: Contracts/Purchasing Officer	COMPANY ADDRESS:
Date:	STREET ADDRESS: 580 WEST BEACH STREET
APPROVED AS TO FORM	CITY/STATE/ZIP: WATSONVILLE, CA 95076
OFFICE OF THE COUNTY COUNSEL	
Leslie J. Girard, County Counsel	
By: Mary George Poers	Contractor's License Type: A and B
Mary Grace Perry, Deputy County Counsel	License Number: 89
Date: 9/30/2020	License Expiration Date: 5/31/2021
APPROVED AS TO FISCAL TERMS	NOTE: CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE
COUNTY AUDITOR-CONTROLLER	BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS'
Runa Shah. Auditor Controller	STATE LICENSE BOARD, P O BOX 26000, SACRAMENTO, CALIFORNIA 95826
By: Cary Gibbuy  Cary Gibbuy  Cast Sections	INSTRUCTIONS: If bidder is a corporation, the full legal name of the
Name: Gary Giboney	corporation shall be set forth above together with the signatures of two (2) officers authorized to sign per California Corporations Code Section 313
Title: Chief Deputy Auditor-Controller	and the document shall bear the corporate seal; if bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set
Date: 9/30/2020	forth above together with the signatures of two (2) managers; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on
APPROVED AS TO INDEMNITY/INSURANCE PROVISIONS	behalf of the partnership; and if bidder is an individual, his/her signature shall be placed above.
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT, Leslie J. Girard, County Counsel-Risk	
By: Considered by:	
Leslie J. Girard, County Counsel-Risk Manager	
Date: 10/1/2020	

	THE COLLEGE
	THE STATE OF THE S
COUNTY OF MONTEREY	CONTRACTOR: NAME OF COMPANY
Name: Carl P. Holm, AICP	By: Name: Jigisha Desai
Title: Resource Management Agency (RMA) Director	Title: Senior Vice President
Title Resource Hamagement regency (14111) Discour	(Per California Corporations Code Section 313, for Corporations, Just
<b></b>	signatory should be Chair, President OR Vice President.)
Date:	Date: 09/29/20
APPROVED AS TO FORM	By:
CONTRACTS/PURCHASING	Name: Kenneth B. Olson
	Title: Vice President
By:	(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer OR CFO)
Name: Michael R. Derr	<b>Date:</b> 09/29/20
Title: Contracts/Purchasing Officer	COMPANY ADDRESS:
Date:	STREET ADDRESS: 580 WEST BEACH STREET
APPROVED AS TO FORM	CITY/STATE/ZIP: WATSONVILLE, CA 95076
OFFICE OF THE COUNTY COUNSEL	
Leslie J. Girard, County Counsel	
By:	Contractor's License Type: A and B
Mary Grace Perry, Deputy County Counsel	License Number: 89
Date:	License Expiration Date: 5/31/2021
APPROVED AS TO FISCAL TERMS	NOTE: CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE
COUNTY AUDITOR-CONTROLLER	BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS'
Runa Shah. Auditor Controller	STATE LICENSE BOARD, P O BOX 26000, SACRAMENTO, CALIFORNIA 95826
By:	INSTRUCTIONS: If bidder is a corporation, the full legal name of the
Name: Gary Giboney	corporation shall be set forth above together with the signatures of two (2) officers authorized to sign per California Corporations Code Section 313
Title: Chief Deputy Auditor-Controller	and the document shall bear the corporate seal; if bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers; if bidder is a
Date:	partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on
APPROVED AS TO INDEMNITY/INSURANCE PROVISIONS	behalf of the partnership; and if bidder is an individual, his/her signature shall be placed above.
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT, Leslie J. Girard, County Counsel-Risk	
By:	
Leslie J. Girard, County Counsel-Risk Manager	
Date	



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/30/2020

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

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PRODUCER LIC #0C36861	1-415-403-1491	CONTACT NAME:	Kimberly Leikam		
Alliant Insurance Services, Inc.		PHONE (A/C, No. Ext):	415-403-1491	FAX (A/C, No): 415-8	74-4818
100 Pine Street, 11th Floor		E-MAIL ADDRESS:	kleikam@alliant.com		
			INSURER(S) AFFORDING COVERAGE		NAIC#
San Francisco, CA 94111		INSURER A:	VALLEY FORGE INS CO		20508
INSURED	•	INSURER B :	CONTINENTAL CAS CO	·	20443
Granite Construction Company		INSURER C:	TRANSPORTATION INS CO		20494
585 West Beach Street		INSURER D :			
		INSURER E :			
Watsonville, CA 95076		INSURER F:			

#### COVERAGES CERTIFICATE NUMBER: 60402839

**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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	х	CLAIMS-MADE X OCCUR	x	x	GL2074978689	10/01/20	10/01/23	EACH OCCURRENCE \$ 2,000,00  DAMAGE TO RENTED	
	х	Contractual Liability						MED EXP (Any one person) \$ Nil	
	Х	XCU Hazards						PERSONAL & ADV INJURY \$ 2,000,00	00
	GEN	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,0	000
		POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG \$ 2,000,00	00
		OTHER:						\$	
A	AUT	OMOBILELIABILITY	х	x	BUA2074978692	10/01/20	10/01/23	COMBINED SINGLE LIMIT \$ 2,000,00	00
	ж	ANY AUTO						BODILY INJURY (Per person) \$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	х	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	х	Contractual						\$	
В	X	UMBRELLA LIAB X OCCUR			CUE2068209453	10/01/20	10/01/21	EACH OCCURRENCE \$ 8,000,00	00
	ж	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$ 8,000,00	DO
		DED RETENTION \$						\$	
A		KERS COMPENSATION EMPLOYERS' LIABILITY		х	WC274978644 (AOS/Stop Ga	p10/01/20	10/01/21	X PER OTH- STATUTE ER	
A	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A	x	WC274978630 (CA)	10/01/20	10/01/21	E.L. EACH ACCIDENT \$ 2,000,00	30
C	(Man	datory in NH)	/ 🖺	x	WC274978658 (NY)	10/01/20	10/01/21	E.L. DISEASE - EA EMPLOYEE \$ 2,000,00	00
С	If yes	, describe under CRIPTION OF OPERATIONS below		x	WC274978661 (MT,WI,HI)	10/01/20	10/01/21	E.L. DISEASE - POLICY LIMIT \$ 2,000,00	00

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

Job #1036969 / Monterey County JOC 2020-01 - Roads & Bridges

County of Monterey, its officers, agents, and employees are included as Additional Insured where required by written & executed contract and per the attached endorsements. Coverage is primary & non-contributory and waivers of subrogation apply. Thirty (30) day notice of cancellation or material change in coverage provided per attached endorsements. Umbrella coverage follows form over underlying Liability coverages and forms.

GL Per ISO Form CG00001 10/01; AL Per ISO Form CA 0001 03/10

CERTIFICATE HOLDER	CANCELLATION
2010  MONTEREY COUNTY RMA  Department of Public Works, Parks & Facilities  Janie Bettencourt, Mgmt Analyst II	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1441 SCHILLING PLACE SOUTH - 2ND FLOOR SALINAS, CA 93901-4527 USA	AUTHORIZED REPRESENTATIVE  AUTHORIZED REPRESENTATIVE  AUTHORIZED REPRESENTATIVE

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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

09/30/2020 NAME OF INSURED: Granite Construction Company The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.

POLICY NUMBER: GL2074978689

EFFECTIVE: 10/01/2020

**COMMERCIAL GENERAL LIABILITY** 

CG 25 03 05 09

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

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

#### Designated Construction Project(s):

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

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A. except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard," and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits."

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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



# 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";
    - 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

G-140331-D (Ed. 01/13) Page 1 of 2 POLICY #: GL2074978689 EFFECTIVE: 10/01/2020



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:
  - 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:

- Is currently in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to:
  - a. The "bodily injury" or "property damage"; or
  - b. The offense that caused the "personal and advertising injury,"

for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

Material used with permission of ISO Properties, Inc.

G-140331-D (Ed. 01/13)

POLICY #: GL2074978689 EFFECTIVE: 10/01/2020



POLICY NUMBER: GL2074978689

EFFECTIVE: 10/01/2020

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

# CHANGES – NOTICE OF CANCELLATION OR MATERIAL COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

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

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

#### **SCHEDULE**

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

For non-payment of premium, the greater of:

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

For any other reason, the lesser of:

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

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

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

This endorsement modifies insurance provided under the following:

#### Commercial General Liability Coverage Form

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

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

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

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

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

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

Mus	t Be Completed	
ENDT. NO.	POLICY NO.	IS
26	GL 2074978689	G

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

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

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

This endorsement modifies insurance provided under the following:

**Business Auto Coverage Form** 

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

#### **SCHEDULE**

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

For non-payment of premium, the greater of:

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

For any other reason, the lesser of:

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

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

Must	Be Completed	Complete Only When This Endorseme With the Policy Or Is Not to be Effect	
ENDT. NO.	POLICY NO.	ISSUED TO:	EFFECTIVE DATE OF THIS
19	BUA 2074978692	Granite Construction Company	ENDORSEMENT 10/01/2020

GNA

Countersigned by

Authorized Representative

**EA/M19BB18** 

G-39543A



#### 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.

CNA71527XX (10/12)

Page 1 of 1

Effective Date: 10/01/2020

Policy No: BUA2074978692

**Endorsement No:** 

COMMERCIAL AUTO CA 04 44 10 13

POLICY NUMBER: BUA2074978692

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

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Granite Construction Incorporated

Endorsement Effective Date: 10/01/2020

#### **SCHEDULE**

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

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

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

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



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

#### NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

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

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

#### Schedule

1. Number of days advance notice:

For non-payment of premium, the greater of:

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

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract
- 2. Notice will be mailed to:

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

Address: Per Certificates of Insurance on file with the broker

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated (The information below is required only when this endorsement is issued subsequent to preparation of the policy.) Endorsement Effective 10-1-20

Policy No. WC274978630 Valley Forge Insurance Company

WC274978644 Valley Forge Insurance Company WC274978656 Transportation Insurance Company WC274978661 Transportation Insurance Company

WC 99 06 06



G-19160-B (Ed. 11/97)

#### 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 <u>n/a</u> %.

#### **UTAH WAIVER OF SUBROGATION ENDORSEMENT**

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

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

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

WC43 03 05 (Ed 7-00)

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

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

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

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

Schedule

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

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

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

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

Endorsement Effective 10/01/2020

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



### **CERTIFICATE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY) 10/01/2020

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.

RODU	CER				CONTACT		_			
		c Insurance	e Services W	West, Inc.	NAME: PHONE	(866) 283-7122		FAX (800)	363-0105	
an	Frai	ncisco CA (	Office		(A/C. No. Ext): E-MAIL	(800) 283-7122		(A/C. No.): (800)	703 0103	
25 uit	магі е 2:	ket Street 300			ADDRESS:					
an	Frai	ncisco CA 9	94105 USA		CUSTOMER :D	#: 570000040151				
						INSURER(S) A	FFO	RDING COVERAGE		NAIC#
SUR	ED.				INSURER A	Zurich Americ	an :	Ins Co		16535
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0	Box	50085			INSURER C	INSURER C:				
ats	onv	ille CA 950	076-5123 USA	A.	INSURER D					ļ
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	1111	Monterey	County RMA		SHOULD ANY O	F THE ABOVE DESCRIB DF, NOTICE WILL BE	ED P	OLICIES BE CANCELLED B LIVERED IN ACCORDANG	EFORE THE E) CE WITH THE	(PIRATION E POLICY
Monterey County RMA Department of Public Works, Parks & Facilities Attn: Janie Bettencourt, Mgmt Analyst II 1441 Schilling Place South - 2nd Floor Salinas CA 93901-4527 USA			AUTHORIZED REPRE	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  Jan Risk Insurance Services West, Inc.						

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# **Zurich Master Builders Risk Declarations**

1.0. Policy Number: MBR 5371199-10

2.0. Insuring Company: Zurich American Insurance Company

3.0. Named Insured: Granite Construction Incorporated

Mailing Address: 585 W. Beach Street

City, State, Zip: Watsonville, CA 95076

Named Insured shall also include any subsidiary and affiliated companies owned or majority controlled by the first Named Insured, as now exist or may hereafter be constituted or acquired.

#### 4.0. Additional Insureds:

When any Named Insured is party to a written contract or agreement that requires owners, contractors, subcontractors, tenants at the "project site", architects, engineers, manufacturers, suppliers or any other legal entity to be identified as an additional insured for an "insured project", this Policy includes the legal entity as an additional insured, and then only as to their respective financial interest in the Covered Property. As respects manufacturers and suppliers, their interest is limited to their respective financial interest in the Covered Property at the "project site" only.

Additional Insureds may also be endorsed to this Policy.

#### 5.0. Mortgage Holders/Lender's Loss Payees And Loss Payees

Mortgage Holders, Lender's Loss Payees or Loss Payees for an "Insured Project" will be shown as per Schedule on file with the Company.

**6.0. Policy** From 09/30/2020 To: 09/30/2021 12:01 A.M. at the mailing address of the **Term:** 

#### 7.0. Territory Of Operations

The United States of America, its territories and possessions, including the District of Columbia and the Commonwealth of Puerto Rico

DocuSign Envelope ID: B31E17B1-844A-48E7-86C9-A34202B74D7C

Bond Premium Amount: \$22,942.88

#### PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

Bond No's: Travelers: 107288435 Federal: K40153007 CNA: 30101761

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Granite Construction Company			
as "CONTRACTOR", for the following project (Check One Box):			
X PROJECT NO. JOC 2020, BID NO. ROADS & BRIDGES 2020-01;			
OR			
PROJECT NO. JOC 2020, BID NO. ROADS & BRIDGES 2020-02;			
OR			
PROJECT NO. JOC 2020, BID NO. ROADS & BRIDGES 2020-03 and			
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, andTravelers 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 Five Million, Ninety-Eight Thousand, Four Hundred and Eighteen (\$5,098,418), 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 indemnify, defend, 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:

- Complete the Contract in accordance with its terms or conditions, or 1.
- 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 the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or 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 the 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 attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their September several seals this 29th day of . 2020, 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.

2. i.	(Cor <sub>1</sub> "a, Seal)	Granite Construction Company
ig en ig en en en en en en en en en en en en en		Principal
		By: Kenneth B. Olson
		Title: Vice President
	AND SURE TO COrporate Seal)	
N. I. I. I.	(Corporate Seal)	Travelers Casualty and Surety Company of America*
SCA	P	Surety
AS CA	HARTFORD, Z	By: Can Bun Isabel Barron
= C.	N AT S	

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

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified co appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling person executing bond on behalf of Surety to do so.

Title: Attorney-in-Fact

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

et document.			
State of California County of <u>Santa Cruz</u>	)		
On September 29, 2020	before me, _	Mariella Ru (insert na	abio, Notary Public ame and title of the officer)
personally appeared	Kenneth B. Olso	n	
who proved to me on the bas subscribed to the within instr his/her/their authorized capa	sis of satisfactory evolutions of satisfactory evolutions of satisfactory extends of the satisfactory extends of t	ridence to be edged to me y his/her/thei	the person(s) whose name(s) is/are that he/she/they executed the same in r signature(s) on the instrument the eted, executed the instrument.
I certify under PENALTY OF paragraph is true and correc		ne laws of the	e State of California that the foregoing
WITNESS my hand and office	cial seal.		MARIELLA RUBIO Notary Public - California Santa Cruz County Commission # 2249923
Signature Mariella Rubio, N	otary Public	(Seal)	My Comm. Expires Jul 14, 2022

A notary public or other officer completing this cartificate 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

no signed the decument to which this certificate is faulted, and not the truthfalmess, accuracy, or validit f that document.	ty			
State of California County of <u>Santa Cruz</u>	)	)		
On September 29, 2020	before me,		bio, Notary Public	
		(insert na	me and title of the officer)	
who proved to me on the basubscribed to the within insthis/her/their authorized capperson(s), or the entity upon	trument and acknow acity(ies), and that b n behalf of which the F PERJURY under th	ledged to me to his/her/their person(s) act	the person(s) whose name(s) is/are that he/she/they executed the same in signature(s) on the instrument the ted, executed the instrument.  State of California that the foregoing	
WITNESS my hand and offi	cial seal.		MARIELLA RUBIO Notary Public - California Santa Cruz County Commission # 2249923 My Comm. Expires Jul 14, 2022	
Signature Mariella Rubio,	Notary Public	(Seal)	x	

Premium included in Performance Bond

Travelers: 107288435
Federal: K40153007
CNA: 30101761

Bond No's:

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Granite Construction Company	
as CONTRACTOR, a Contract for	or the following (Check One Box):
PROJECT NO. JOC 2020,	BID NO. ROADS & BRIDGES 2020-01;
PROJECT NO. JOC 2020,	BID NO. ROADS & BRIDGES 2020-02;
PROJECT NO. JOC 2020,	BID NO. ROADS & BRIDGES 2020-03, and
	RACTOR, is required to furnish a bond in connection with said of claims of laborers, mechanics, material providers, and other persons the project, as provided by law.
NOW, THEREFORE, we	Granite Construction Company
as Principal, and Travelers Cas	ualty 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 <u>Five Million, Ninety-Eight Thousand, Four Hundred and Eighteen</u> (\$5,098,418), 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 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 under the Contract 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 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.

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' 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 WHEREOF the above bounden parties have executed this instrument under their several seals this <u>29th</u> day of <u>September</u>, 2020, 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.

(7)	Granite	e Construction Company		
1 07 10 700	Granite	Principal		
	By: _	W. 32	Kenneth B. Olson	
	Title	Vice President		
**************************************	Title.	Y 100 I 100 Marie		
The (Copper sect)	Travel	ers Casualty and Surety C	ompany of America*	
Company Sept)		Surety		
S HADTEODD P	By:	Our Bur	Isabel Barron	

Attornev-in-Fact

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

Attach: 10 C

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certifical unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or othe 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

the signed the document to which this certificate is tracked, and not the truthfulness, accuracy, or validity of that document.		
State of California County of <u>Santa Cruz</u>	,	)
On September 29, 2020	before me,	Mariella Rubio, Notary Public  (insert name and title of the officer)
personally appeared	Kenneth B. Olso	on ,
subscribed to the within instrur his/her/their authorized capacit	ment and acknowl ty(ies), and that b	vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENALTY OF P paragraph is true and correct.	ERJURY under th	he laws of the State of California that the foregoing
WITNESS my hand and officia	l seal.	MARIELLA RUBIO Notary Public - California Santa Cruz County Commission # 2249923
Signature Mariella Rubio, N	tary Public	(Seal)

A notary public or other officer completing this

### ACKNOW! EDGMENT

restrictions vertices only the mentity of the individual who signed the document to which this certificate is attached, and not the truthfolices, accuracy, or validity of that document.	MONIGORAL	EDGINEN.	·
State of California County of <u>Santa Cruz</u>		)	
On September 29, 2020	before me,	Mariella Ru	bio, Notary Public
		(insert na	ame and title of the officer)
who proved to me on the basis subscribed to the within instrur his/her/their authorized capacit person(s), or the entity upon be I certify under PENALTY OF P	ment and acknow ty(ies), and that b ehalf of which the	ledged to me by his/her/thei person(s) ac	the person(s) whose name(s) is/are that he/she/they executed the same in r signature(s) on the instrument the ted, executed the instrument.
paragraph is true and correct.			
WITNESS my hand and officia	l seal.		MARIELLA RUBIO Nutary Public - California Santa Cruz County Commission # 2249923
Signature Mariella Rubio, Not	tary Public	(Seal)	My Comm. Expires Jul 14, 2022



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

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Strety 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. Isakel Barron of WATSONVILLE

, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, California conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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







State of Connecticut

City of Hartford ss.

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 sest.

My Commission expires the 36th 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 appointse 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 cardificate 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 remains in full force and effect.

Dated this September 29, 2020







Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney of the boar to which the power is attached.

Please refer to the above-named Attorney-in-Fact and the details of the boar to which the power is attached.



#### Power of Attorney

#### Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That PEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Isabel Barron, Jigisha Desai, John D. Gilliland, Kathleen Schreckengost, Ashley Stinson and Tobi Stonich of Watsonville, California

each as their true and lawful Attorney- in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business on behalf GRANITE CONSTRUCTION INCORPORATED and all Subsidiaries alone or in joint venture as principal, in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

28 Wirness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this I\* day of November, 2018.

Stamb

Stephen M. Hancy, Vice President

Dauryn Chlores

Dawn M. Chloros. Assistant Secretary





STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1° day of November, 2018 before me, a Notary Public of New Jersey, personally come Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC ENDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Easyn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC ENDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuitive handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Scal



KATHERINE J. AREJANE MOTARY PUBLIC OF HIM (TEPSTY No. 2816656 Commission Expres July 10, 7018

CENTIFICATION

RESOLUTIONS AGOSTED by the BEARDS OF DIRECTORS OF FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2015.

"HUSOLVED, that the following authorisations relate to tise execution, for and on behalf of the Congress, of heads, undertakings, reorganises as, contracts and other without containment of the Company entered into in the ordinary course of business (each a "Witten Congress"):

- (f) Each of the Chairman, the Provident and the Vice Providency of the Company's hearby authorized to execute any Written Company or otherwise.
- (2) Each duly appointed attempts larket of the Company is largely authorized to execute any Whiten Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such early in a authorized by the grant of powers provided for in such person's written appointment as such atterney-in-fact.
- (i) Each of the Chairman, the President and the Vice Presidents of the Company is benefity authorized, for and on behalf of the Company, to appoint in writing any person the advantage in-fact of the Company with full power and emberity to execute, for each on behalf of the Company, under the real of the Company or otherwise, such Written Company or otherwise, such Written appointment, which specification may be by general type or class of Written Commitments or by specification of one or new particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Fresidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other effect Company the authority to execute, for and on behalf of the Company's seal or otherwise, such Writien Commitments of the Company as are quadried in such written delegation, which specification may be by general type or class of Writien Commitments or by specification of our or more particular Writing Commitments.
- (5) The algorithm of any officer or other person executing any Wettern Constituent or appointment or delegation passuant to this Resolution, and to this Constituent or written appointment or delegation passuant to this Resolution, and to this Constituent or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be described to be an exclusive symmetric of the powers and authority of officers, employer, and other rises are the antion behalf of the Company, and such Resolution abold not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or world."

I, Davin M. Chloros, Assistant Secretzry of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMN. certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,

(ii) the foregoing Power of Attorney is true, convert and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 29, 2020



DOWN M. COULDNES

Whif adm

Daven M. Chioves, Assistant Secretory

to hereby

IN THE EVENT YOU WISH TO VIRIE THE AUTHORS CITY OF THIS SOLED OR NO HPY US OF ANY OTHER MAITER, FLEASE CONTACT US AT TEACH OF A CONTACT US AT THE EVENT YOU WISH TO VIRIE THE AUTHORS OF THE SOLED OF THE CONTACT US AT

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

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

John D Gilliand, Jigisha Desai, Kathleen Schreckengost, Ashley Stinson, Tobi Stonich, Isabel Barron, Individually

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

#### - In Unlimited Amounts -

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

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

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of August, 2017.



The Continental Insurance Company

Paul T. Bruflat

Wice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of August, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereso pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

I. Mohr

Notary Public

#### CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this September 29, 2020



The Continental Insurance Company

D. Johnson

Assistant Secretary

Form F6350-4/2012

#### Authorizing By-Laws and Resolutions

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

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

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

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

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

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

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



#### GRANITE CONSTRUCTION COMPANY

#### CERTIFICATE OF SECRETARY

I, M. Craig Hall, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on February 7, 2020 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

#### AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

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

James H. Roberts	President & Chief Executive Officer
Kyle T. Larkin	Executive Vice President, Chief Operating Officer & Assistant Secretary
Jigisha Desai	Senior Vice President, Chief Financial Officer & Assistant Secretary
Carlos F. Alegre	Senior Vice President of Operations Services & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
M. Craig Hali	Senior Vice President, General Counsel, Corporate Compliance Officer &
	Secretary
James A. Radich	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Michael G. Tatusko	Senior Vice President, Group Manager & Assistant Secretary
Mathew C. Tyler	Senior Vice President, Federal Group Operations & Assistant Secretary
Robert C. VanGorder	Senior Vice President, Group Manager & Assistant Secretary
Michael W. Barker	Vice President, Controller, Assistant Financial Officer & Assistant
	Secretary
James D. Nickerson	Vice President & Assistant Secretary
Kenneth B. Olson	Vice President, Treasurer, Assistant Financial Officer & Assistant
	Secretary

Nicholas B. Blackburn Director of Corporate Taxation & Assistant Secretary

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

## **AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS**

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

James H. Roberts	President & Chief Executive Officer
Kyle T. Larkin	Executive Vice President, Chief Operating Officer & Assistant Secretary
Jigisha Desai	Senior Vice President, Chief Financial Officer & Assistant Secretary
Carlos F. Alegre	Senior Vice President of Operations Services & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
M. Craig Hall	Senior Vice President, General Counsel, Corporate Compliance Officer &
_	Secretary
Kyle T. Larkin	Senior Vice President, Manager of Construction and Materials Operations
	& Assistant Secretary
James A. Radich	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Michael G. Tatusko	Senior Vice President, Group Manager & Assistant Secretary
Mathew C. Tyler	Senior Vice President, Federal Group Operations & Assistant Secretary
Robert C. VanGorder	Senior Vice President, Group Manager & Assistant Secretary
Michael W. Barker	Vice President, Controller, Assistant Financial Officer & Assistant
	Secretary
James D. Nickerson	Vice President & Assistant Secretary
Kenneth B. Olson	Vice President, Treasurer, Assistant Financial Officer & Assistant
	Secretary
Nicholas B. Blackburn	n Director of Corporate Taxation & Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary
Eric J. Rietz	Group Counsel & Assistant Secretary

Dated: February 11, 2020

M. Craig Hall