

**ATTACHMENT 1**

Construction Contract

**ATTACHMENT 1.a**

Construction Contract Summary

# Contract Summary

BC \_\_\_\_\_ - \_\_\_\_\_

0Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000) or to Purchasing (<\$100,000). See also: Auditor-Controller Intranet Policies->Contracts, Form is not applicable to revenue contracts.

D1.	Fiscal Year .....	2014/2015
D2.	Department Name .....	Transportation / Engineering
D3.	Contact Person .....	Walter Rubalcava
D4.	Telephone.....	(805) 568-3047

K1.	Contract Type	Construction
K2.	Brief Summary of Contract Description/Purpose .....	
K3.	Department Project Number .....	862274
K4.	Original Bid Amount .....	\$2,999,911.00
K4a	Supplemental	\$66,100
K4b	Contingency	\$165,800.55
K4c	Total Contract Amount	\$3,231,811.55
K5.	Contract Begin Date .....	Sunday, April 27, 2014
K6.	Original Contract End Date .....	June 30, 2016
K7.	Amendment? (Yes or No) .....	
K8.	- Total Number of Amendments .....	
K9.	- This Amendment Amount .....	\$
K10.	- Total Previous Amendment Amounts .....	\$
K11.	- Revised Total Contract Amount.....	\$

B1.	Is this a Board Contract? (Yes/No) .....	Yes
B2.	Number of Workers Displaced (if any) .....	None
B3.	Number of Competitive Bids (if any) .....	5
B4.	If Board waived bids, show Agenda Date .....	
	and Agenda Item Number.....	
B5.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph) .....	

F1.	Fund Number .....	0017
F2.	Department Number .....	054
F3.	Line Item Account Number .....	7510
F4.	Project Number (if applicable).....	862274
F5.	Program Number (if applicable) .....	2820
F6.	Org Unit Number (if applicable) .....	0600
F7.	Payment Terms .....	NET 30

V1.	Auditor-Controller Vendor Number .....	
V2.	Payee/Contractor Name .....	Granite Construction Company
V3.	Mailing Address .....	P.O. Box 6744
V4.	City State (two-letter) Zip (include +4 if known) .....	Santa Barbara, CA 93160
V5.	Telephone Number .....	(805) 964-9951
V6.	Vendor Contact Person.....	Brian Larinan
V7.	Workers Comp Insurance Expiration Date.....	
V8.	Liability Insurance Expiration Date.....	
V9.	Professional License Number .....	93160
V10	Verified by (print name of county staff) .....	Brian Gilbert, CPA

V11 Company Type (Check one):      Individual      Sole Proprietorship      Partnership      Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

**ATTACHMENT 1.b**

Contract for the Construction of Cathedral Oaks Road Bridge Replacement (3 original)



**COUNTY OF SANTA BARBARA  
DEPARTMENT OF PUBLIC WORKS**

**CONTRACT  
FOR  
CATHEDRAL OAKS ROAD BRIDGE  
REPLACEMENT AT SAN ANTONIO CREEK  
(EXISTING Br. No. 51C-001, NEW Br. No. 51C-0373)  
IN THE SECOND SUPERVISORIAL DISTRICT  
COUNTY PROJECT NO. 862274  
FEDERAL AID PROJECT NO. BRLSZD-5951 (082)  
TRANSPORTATION DIVISION**

**SCOTT D. McGOLPIN  
DIRECTOR OF PUBLIC WORKS**



## COUNTY OF SANTA BARBARA AGREEMENT FOR:

County Project No. 862274

Auditor – Controller Contract No. \_\_\_\_\_

THIS AGREEMENT is made by and between the County of Santa Barbara a political subdivision of the State of California, hereinafter called **COUNTY**, and Granite Construction Company hereinafter referred to as **CONTRACTOR**, for the completion of the work identified herein, on the following terms, conditions and provisions:

### 1. CONTRACT

This agreement includes and incorporates by reference all Contract Documents.

The Contract is comprised of all documents distributed to bidders as part of the Bid Package, including, but not limited to:

1. Special Provisions
2. Project Plans
3. State of California, Department of Transportation 2010 Standard Specifications
4. State of California, Department of Transportation 2010 Standard Plans
5. State of California, Department of Transportation 2010 Revised Standard Specification
6. County of Santa Barbara, Department of Public Works, Standard Details dated September 2011
7. Santa Barbara County Code
8. Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
9. The Proposal executed and submitted by the Contractor
10. Notice to Bidders
11. The Faithful Performance and Payment Bonds, and
12. Any Addenda

The Contractor acknowledges receipt of all such documents as were not already in the Contractor's possession. Said incorporated documents are referred to herein as the "Contract" or "Contract Documents"

Copies of all said documents are on file in the Department of Public Works Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.

The Special Provisions for the work to be done are entitled:

**COUNTY OF SANTA BARBARA; NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR CATHEDRAL OAKS ROAD BRIDGE REPLACEMENT AT SAN ANTONIO CREEK (EXISTING Br. No. 51C-001, NEW Br. No. 51C-0373) IN THE SECOND SUPERVISORIAL DISTRICT**

The project plans for the work to be done are entitled:

**COUNTY OF SANTA BARBARA; STATE OF CALIFORNIA; DEPARTMENT OF PUBLIC WORKS; PLANS FOR THE CONSTRUCTION OF CATHEDRAL OAKS ROAD BRIDGE REPLACEMENT AT SAN ANTONIO CREEK (EXISTING Br. No. 51C-001, NEW Br. No. 51C-0373) IN THE SECOND SUPERVISORIAL DISTRICT**

### 2. WORK

CONTRACTOR agrees, at his own proper cost and expense, to do all the work and furnish all equipment and materials, except such as mentioned in the specifications to be furnished by the County, necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of Public Works of said COUNTY, all in strict accordance with the Plans and the Contract Documents provided.

**3. PAYMENTS NOT ACCEPTANCE**

No certificate given or payments made under this Contract shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR's acceptance of payment for final quantities due under this Contract and the payment of undisputed contract amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof related to those amounts. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects for a period of one year from and after the recordation of the Notice of Completion by the COUNTY, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the Engineer, is or becomes defective during the period of said guarantee without expense whatsoever to the COUNTY.

**4. EXECUTION OF COUNTERPARTS** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**5. RECORDS, AUDIT, AND REVIEW** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR'S profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during CONTRACTOR'S regular business hours or upon reasonable notice.


**6. PAYMENT** As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Agreement is and shall be \$2,999,911.00, to be paid as provided in the Contract Documents.

The Engineer is authorized to order, as change order work, the performance of supplemental work itemized in the attached Estimate of Job Costs, totaling \$66,100 to be paid as provided in the Contract Documents. In no event shall the County be liable for the cost of any supplemental work unless approved in advance and in writing by the Engineer.

The Engineer is authorized to order, as change order work, changes and additions to the work being performed under this contract in an amount not to exceed \$165,800.55 (Contingency) in accordance with California Public Contract Code Sections 20142 and 20395, as applicable, to be paid as provided in the Contract Documents. In no event shall the County be liable for the cost of any changes or additions to work being performed under this contract unless approved in advance and in writing by the Engineer.

**CONTRACTOR**  
Granite Construction Company  
P.O. Box 6744  
Santa Barbara. CA 93160



BY:   
Jigisha Desai, Vice President  
License No. 89

Business Type: C-Corp

By: \_\_\_\_\_  
Chairperson, Board of Supervisors  
of the County of Santa Barbara

By: \_\_\_\_\_  
Scott D. McGolpin  
Director of Public Works

**ATTEST:**  
Mona Miyasato  
County Executive Officer  
Clerk of the Board

BY: \_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM:**  
Michael C. Ghizzoni,  
County Counsel

BY: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**  
Robert W. Geis, C.P.A.  
Auditor–Controller

**APPROVED AS TO FORM:**  
Ray Aromatorio  
Risk Manager

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Fiscal Responsibility \_\_\_\_\_

Dept.	Division	Subdivision	Program	Org Unit	Fund	Account	Area
054	02	03	2820	0600	0017	7460	2041



### BID ITEM LIST

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1		080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	\$1,000.00	\$1,000.00
2		120090	CONSTRUCTION AREA SIGNS	LS	1	\$18,000.00	\$18,000.00
3		120100	TRAFFIC CONTROL SYSTEM	LS	1	\$27,168.00	\$27,168.00
4		120110	FLASHING ARROW SIGN	EA	2	\$2,000.00	\$4,000.00
5		120116	TYPE II BARRICADE	EA	26	\$50.00	\$1,300.00
6		120120	TYPE III BARRICADE	EA	10	\$95.00	\$950.00
7		120149	TEMPORARY PAVEMENT MARKINGS (PAINT)	SQFT	390	\$9.00	\$3,510.00
8		120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	6510	\$0.50	\$3,255.00
9		120182	PORTABLE DELINEATOR	EA	150	\$35.00	\$5,250.00
10		120199	TRAFFIC PLASTIC DRUM	EA	24	\$45.00	\$1,080.00
11		120300	TEMPORARY PAVEMENT MARKERS	EA	170	\$4.00	\$680.00
12		128651	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	\$10,000.00	\$20,000.00
13		129000	TEMPORARY RAILING (TYPE K)	LF	600	\$19.00	\$11,400.00
14		129100	TEMPORARY CRASH CUSHION MODULE	EA	22	\$175.00	\$3,850.00
15		130100	JOB SITE MANAGEMENT	LS	1	\$1,500.00	\$1,500.00
16		130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$500.00	\$500.00
17		130550	TEMPORARY HYDROSEED	SQYD	2500	\$1.10	\$2,750.00
18		130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	3	\$95.00	\$285.00
19		130640	TEMPORARY FIBER ROLL	LF	1000	\$3.50	\$3,500.00
25		130680	TEMPORARY SILT FENCE	LF	380	\$3.75	\$1,425.00
20		130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	\$2,900.00	\$5,800.00
21		130730	STREET SWEEPING	LS	1	\$15,000.00	\$15,000.00
22		130900	TEMPORARY CONCRETE WASHOUT	LS	1	\$5,000.00	\$5,000.00
23		140003	ASBESTOS COMPLIANCE PLAN	LS		NOT USED	NOT USED
24		141000	TEMPORARY FENCE (TYPE ESA)	LF	370	\$4.00	\$1,480.00
26		150711	REMOVE TRAFFIC STRIPE	LF	3620	\$1.75	\$6,335.00
27		150712	REMOVE PAVEMENT MARKING	SQFT	360	\$6.00	\$2,160.00
28		152390	RELOCATE ROADSIDE SIGN	EA	5	\$225.00	\$1,125.00

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
29		153103	COLD PLANE 0.15' EXIST PAVEMENT	SQYD	2130	\$4.00	\$8,520.00
30		153215	REMOVE CONCRETE (CURB AND GUTTER)	LF	350	\$15.00	\$5,250.00
31		153140	REMOVE CONCRETE (SIDEWALK)	SQFT	1740	\$5.00	\$8,700.00
32		153140A	REMOVE CONCRETE (CURB RAMP)	SQFT	290	\$5.00	\$1,450.00
33		157550	BRIDGE REMOVAL	LS	1	\$120,000.00	\$120,000.00
34		150900A	REMOVE EXISTING ROCK SLOPE PROTECTION	CY	80	\$75.00	\$6,000.00
35		160102	CLEARING AND GRUBBING (LS)	LS	1	\$40,000.00	\$40,000.00
36		170101	DEVELOP WATER SUPPLY	LS	1	\$10,000.00	\$10,000.00
37		190101	ROADWAY EXCAVATION	CY	330	\$40.00	\$13,200.00
38	F	190151	CHANNEL EXCAVATION	CY	2190	\$20.00	\$43,800.00
39	F	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	920	\$95.00	\$87,400.00
40	F	192037	STRUCTURE EXCAVATION (RETAINING WALL)	CY	490	\$35.00	\$17,150.00
41		192502	SAND BEDDING	CY	2	\$25.00	\$50.00
42	F	193003	STRUCTURE BACKFILL (BRIDGE)	CY	490	\$60.00	\$29,400.00
43	F	193013	STRUCTURE BACKFILL (RETAINING WALL)	CY	340	\$50.00	\$17,000.00
44	F	193030A	NATIVE (DIRT) BACKFILL	CY	390	\$9.00	\$3,510.00
45	F	260200	AGGREGEATE BASE (CLASS 2)	SQFT	9370	\$2.00	\$18,740.00
46		377501	SLURRY SEAL	TON	54	\$600.00	\$32,400.00
47		390132	HOT MIXED ASPHALT (TYPE A)	TON	410	\$110.00	\$45,100.00
48		397005	TACK COAT	TON	5	\$50.00	\$250.00
49		490605	36" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	730	\$350.00	\$255,500.00
50	P	500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	\$65,000.00	\$65,000.00
51	F	510053	STRUCTURAL CONCRETE, BRIDGE	CY	740	\$750.00	\$555,000.00
52	F	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	125	\$700.00	\$87,500.00
53	F	510085	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE EQ)	CY	47	\$1,050.00	\$49,350.00
54		519081	JOINT SEAL (MR=1/2")	LF	150	\$50.00	\$7,500.00
55	P-F	520102	BAR REINFORCING STEEL (BRIDGE)	LB	261000	\$1.40	\$365,400.00
56	P-F	520103	BAR REINFORCING STEEL (RETAINING WALL)	LB	14100	\$2.00	\$28,200.00
57		560249	FURNISH SINGLE SHEET ALUMINUM SIGN (0.08"-UNFRAMED)	SF	18	\$25.00	\$450.00
58	P	566011	INSTALL ROADSIDE SIGN - ONE POST	EA	3	\$150.00	\$450.00

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
59	F	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	4	\$250.00	\$1,000.00
60	F	703450	WELDED STEEL PIPE CASING (BRIDGE)	LF	51	\$150.00	\$7,650.00
61	F	720119	ROCK SLOPE PROTECTION (1 T, METHOD A)	CY	1620	\$90.00	\$145,800.00
62	F	721013	ROCK SLOPE PROTECTION (1/4 T, METHOD B)	CY	120	\$100.00	\$12,000.00
63	P	721015	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	CY	490	\$75.00	\$36,750.00
64		721017	ROCK SLOPE PROTECTION (FACING, METHOD B)	CY	40	\$85.00	\$3,400.00
65		729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	1400	\$3.00	\$4,200.00
66		730010	MINOR CONCRETE (CURB)	LF	400	\$40.00	\$16,000.00
67		731521	MINOR CONCRETE (SIDEWALK-4" THICK)	SQFT	1460	\$9.00	\$13,140.00
68		731521A	MINOR CONCRETE (SIDEWALK-6" THICK)	SQFT	1000	\$10.00	\$10,000.00
69		731521B	MINOR CONCRETE (BUS TURNOUT)	SQFT	910	\$13.00	\$11,830.00
70		731521C	MINOR CONCRETE (RETAINING CURB)	CY	3	\$490.00	\$1,470.00
71	P	731521D	MINOR CONCRETE (CURB WALL)	CY	7	\$350.00	\$2,450.00
72	P-F	731623	MINOR CONCRETE (CURB RAMPS)	EA	5	\$800.00	\$4,000.00
73	P-F	750007A	GRATED SOFFIT ACCESS COVER	EA	2	\$600.00	\$1,200.00
74	P	833020	CHAIN LINK RAILING	LF	180	\$75.00	\$13,500.00
75		839521	CABLE RAILING	LF	20	\$90.00	\$1,800.00
76		839543	TRANSITION RAILING (TYPE WB-31)	EA	1	\$4,800.00	\$4,800.00
77		839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	1	\$4,400.00	\$4,400.00
78		839715	CONCRETE BARRIER (TYPE 80SW)	LF	260	\$600.00	\$156,000.00
79		840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5920	\$0.65	\$3,848.00
80		840666	PAINT PAVEMENT MARKING (2-COAT)	SQFT	800	\$2.30	\$1,840.00
81		850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	220	\$4.50	\$990.00
82		860402	LIGHTING (CITY STREET)	LS	1	\$6,000.00	\$6,000.00
83		861501	MODIFIED SIGNAL AND LIGHTING	LS	1	\$55,000.00	\$55,000.00
GWD-01		990001	CUT AND CAP EXISTING 12-INCH CML&C STEEL PIPELINE	LS	1	\$9,400.00	\$9,400.00
GWD-02		990002	REMOVE EXISTING 12-INCH CML&C STEEL PIPELINE	LF	160	\$20.00	\$3,200.00
GWD-03		990003	CONSTRUCT 12-INCH CML&C STEEL PIPELINE	LF	55	\$370.00	\$20,350.00
GWD-04		990004	CONSTRUCT 12-INCH CML&EC STEEL PIPELINE	LF	100	\$550.00	\$55,000.00

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total	
GWD-05		990005	CONSTRUCT 20-INCH AND 16-INCH ID WELDED STEEL CASING PIPE, 5/16" WALL THICKNESS W/CASING SPACERS, EPOXY LINED AND COATED	LF	44	\$180.00	\$7,920.00	
GWD-06		990006	CONNECT TO EXISTING 12" WATERLINE	EA	2	\$4,500.00	\$9,000.00	
GWD-07		990007	PROTECT IN PLACE 2" STUB SERVICE	LS		NOT USED	NOT USED	
GWD-08		990008	INSTALL TEMPORARY WATER SERVICE	EA		NOT USED	NOT USED	
GWD-09		990009	INSTALL 1-INCH COMBINATION AIR VALVE ASSEMBLY	EA	1	\$3,500.00	\$3,500.00	
GWD-10		990010	CONSTRUCT GRADE CONTROL STRUCTURE MODIFICATION	LS	1	\$2,400.00	\$2,400.00	
94		999990	MOBILIZATION	LS	1	\$299,500.00	\$299,500.00	
	<b>BID ITEMS TOTAL</b>							<b>\$2,999,911.00</b>

**CERTIFICATE OF COMPLIANCE**

This is to certify that all requirements for insurance of subcontractors as specified for this project have been met.

\_\_\_\_\_  
Granite Construction Company

By 

**Jigisha Desai, Vice President**

\_\_\_\_\_  
Title

**03/10/2014**

\_\_\_\_\_  
Date

**CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION**

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

\_\_\_\_\_  
Granite Construction Company

By 

**Jigisha Desai, Vice President**

\_\_\_\_\_  
Title

**03/10/2014**

\_\_\_\_\_  
Date

(Submit completed form with your Agreement, Bonds and Certificates of Insurance)

County of Santa Barbara

Department of Public Works Transportation

Detailed Estimate of Job Cost

BASED ON BIDS OF: Granite Construction Company for the Cathedral Oaks Brdige  
Replacement at San Antonio Creek (Existing Br. No. 51C-001, New Br.  
No. 51C-0373) In The Second Supervisial District

DATE OPENED: 2/28/2014 CONTRACT/PROJECT NUMBER: 862274  
FEDERAL PROJECT NUMBER: BRLSZD-5951(082)

LOCATION: Cathedral Oaks Road Bridge at San Antonio Creek In The Second Supervisial  
District

Bid Amount: \$ 2,999,911.00

Supplemental Work:

Item No.	Item Description	Qty.	Unit Cost	Total
66015	FEDERAL TRAINEE PROGRAM	2	\$800.00	\$1,600.00
66070	MAINTAIN TRAFFIC	LS	\$51,900.00	\$51,900.00
66595	WATER POLLUTION CONTROL MAINTANCE SHARING	LS	\$5,000.00	\$5,000.00
66596	ADDITIONAL WATER POLLUTION CONTROL	LS	\$5,000.00	\$5,000.00
66610	PAYMENT ADJUSTMENT FOR PRICE INDEX ADJUSTMENT	LS	\$2,600.00	\$2,600.00
SUPPLEMENTAL ITEMS SUBTOTAL \$				66,100.00
Subtotal \$				3,066,011.00
Adjusted Contingencies \$				165,800.55
Total Construction Authorization \$				3,231,811.55
SUBTOTAL CONSTRUCTION AUTHORIZATION\$				3,231,811.55
Professional Services contract			\$	399,990.00
Professional Services contract contingencies			\$	39,999.00
SUBTOTAL PROFESSIONAL SERVICES AUTHORIZATION			\$	439,989.00
Total Authorization \$				3,671,800.55



## CERTIFICATE OF INSURANCE TRANSMITTAL FORM

FOR THE FOLLOWING DESCRIBED PROJECT:

CATHEDRAL OAKS ROAD BRIDGE REPLACEMENT AT SAN ANTONIO CREEK (EXISTING Br. No. 51C-001, NEW Br. No. 51C-0373) IN THE SECOND SUPERVISORIAL DISTRICT

COUNTY PROJECT NO. 862274

CONTRACTOR:

Granite Construction Company  
P.O. Box 6744  
Santa Barbara, CA 93160

**The County of Santa Barbara must be named as an additional insured on all certificates. A copy of the endorsement evidencing that the County has been added to the policy must be attached to the certificate of insurance.**

The following must also be listed as additional insured:

The County of Santa Barbara and its  
officers, employees, agents and volunteers.

In addition to the above, the following information must appear on the certificates:

COUNTY PROJECT NO. 862274

This form must be attached to all insurance forms sent to:

The County of Santa Barbara  
Department of Public Works  
Transportation-Engineering  
123 E. Anapamu Street  
Santa Barbara, CA 93101-2065.

Attn: Gena Valentine Felix,

Authorized Insurance Company Representative's Signature

Catherine Gustavson, Sr. Vice President  
Aon Risk Insurance Services West, Inc.

*This form may be reproduced as required.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/07/2014

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

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

PRODUCER LIC #0G62759 Aon Risk Insurance Services West, Inc. 199 Fremont Street, Suite 1500 San Francisco, CA 94105	1-415-486-7000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED GRANITE CONSTRUCTION COMPANY P.O. BOX 50085 WATSONVILLE, CA 95077		INSURER(S) AFFORDING COVERAGE INSURER A: VALLEY FORGE INS CO INSURER B: CONTINENTAL CAS CO INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20508	

**COVERAGES**

CERTIFICATE NUMBER: 38741432

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	GL 2074978689	10/01/12	10/01/15	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ NIL
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BUA 2074978692	10/01/12	10/01/15	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	X		L2068209453	10/01/13	10/01/14	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 9,000,000
							Follow Form	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC 274978644 (AOS) WC 274978630 (CA)	10/01/12 10/01/12	10/01/15 10/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

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

JOB NO. 207-447680 COUNTY OF SANTA BARBARA PROJECT NO. 862274, FEDERAL AID PROJECT NO. BRLSZD-5951(082)  
CATHEDRAL OAKS ROAD BRIDGE REPLACEMENT PROJECT AT SAN ANTONIO CREEK IN THE 2ND SUPERVISORIAL DISTRICT

THE COUNTY OF SANTA BARBARA AND ITS OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE NAMED  
ADDITIONAL INSUREDS PER THE ATTACHED ENDORSEMENT FORMS.

GL PER ISO FORM CG0001 10/01; AL PER ISO CA0001 03/10

**CERTIFICATE HOLDER**

207-447680  
COUNTY OF SANTA BARBARA  
123 EAST ANAPAMU STREET  
SANTA BARBARA, CA 93101

USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
03/07/2014

NAME OF INSURED: GRANITE CONSTRUCTION COMPANY



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS**  
**- WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE (OPTIONAL)**

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.) The insurance afforded to the additional insured only applies to the extent permitted by law.

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
    - b. The acts or omissions of those acting on your behalf
 in the performance of your ongoing operations specified in the "written contract"; or
    - c. "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. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:
    - a. Required by the "written contract";
    - b. Described in **B.1.** above; or
    - c. Afforded to you under this policy.
  3. 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," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
  4. 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.3 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."

2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

- 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.

G-140331-C  
(Ed. 10/10)

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**Notice of Cancellation**

In the event of cancellation or material change that reduces or restricts the insurance afforded by the General Liability Coverage Form, the Company agrees to mail prior written notice of cancellation or material change to the person or organization named in the Schedule.

**Schedule**

Name: Any person or organization the named insured is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason

**Waiver of Subrogation**

The Company waives any right of subrogation against any additional insured because of payments the Company makes for injury or damage arising out of operations performed for such additional insured by the named insured but, only if a written contract requires such a waiver.

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

This endorsement modifies insurance provided under the following:

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

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

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

**SCHEDULE**

**Name of Person(s) or Organization(s):**

Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

The coverage afforded to the additional insured shall operate as **primary insurance** only if the written contract requires that this insurance be primary. No other insurance maintained by the additional insured shall be called upon to contribute to a loss hereunder if the written contract requires that such other insurance shall be non-contributory.

The insurance afforded to the additional insured only applies to the extent permitted by law.

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

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

**CA 20 48 02 99**

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**Page 1 of 1**

**Waiver of Subrogation**

The Company waives any right of recovery the Company may have against the person or organization shown in the Schedule because of payments the Company makes for injury or damage arising out of the named insured's activities under a contract with that person or organization.

Schedule

Name of Person or Organization: Any person or organization with whom the named insured agrees in writing prior to the date of any loss to waive the named insured's right to recover against them.

**Notice of Cancellation**

In the event of cancellation or material change that reduces or restricts the insurance afforded by the Business Auto Coverage Form, the Company agrees to mail prior written notice of cancellation or material change to the person or organization named in the Schedule.

Schedule

Name: Any person or organization the named insured is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason

### **Notice of Cancellation**

In the event of cancellation or other material change of the Workers' Compensation and Employers' Liability Insurance policy, the insurer 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 does not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name: Any person or organization the employer named in Item 1 of the Information Page is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice:

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason

### **BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA**

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.)

Endorsement Effective: 10/01/12

Policy No. WC274978630 (CA)

Insurance Company: Valley Forge Insurance Co

G-19160-B

(Ed. 11/97)

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### **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

Person or Organization:

Any person or organization for whom the named insured has agreed by written contract prior to date of any loss to furnish this waiver

This endorsement changes the policy to which 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 preparations of the policy.)

Endorsement Effective: 10/01/12

Policy No. WC 274978644

Insurance Company: Valley Forge Insurance Co.

WC 43 03 05

(Ed. 7-00)

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### **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – ALL OTHER STATES**

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

Person or Organization:

Any person or organization for whom the named insured has agreed by written contract prior to the date of any loss to furnish this waiver

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: 10/1/12

Policy No. WC274978644

Insurance Company: Valley Forge Insurance Company

Endorsement Effective: 10/1/12

Policy No WC274978658 (NY Only)

Insurance Company: Transportation Insurance Company

WC 000 313

(Ed-4-84)

Premium is included in Performance Bond

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Granite Construction Company (hereinafter referred to as Principal) have by written agreement dated \_\_\_\_\_, entered into a Contract identified as:

Project Title: CATHEDRAL OAKS ROAD BRIDGE REPLACEMENT AT SAN ANTONIO CREEK  
(EXISTING Br. No. 51C-001, NEW Br. No. 51C-0373) IN THE SECOND SUPERVISORIAL DISTRICT  
County Project No. 862274  
(Hereinafter referred to as the Contract) and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, the principal is required to file with the County a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and Federal Insurance Company\*

\_\_\_\_\_

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$2,999,911.00 for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. The payment bond must also contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 9100 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications

accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Specifications.

In the event suit is brought upon this Bond by County and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

**Granite Construction Company**  
Principal

By   
Jigisha Desai, Vice President

**03/10/2014**  
DATED:

**Federal Insurance Company\***  
Surety

By:   
Signature of Attorney-in-fact **Ashley Stinson**

**15 Mountain View Road**

**Warren, NJ 07059**  
Address

Surety's Agent for Service of Process (located within the State of California):

\*Travelers Casualty & Surety Company of America,  
Fidelity & Deposit Company of Maryland, Jointly  
and Severally Liable

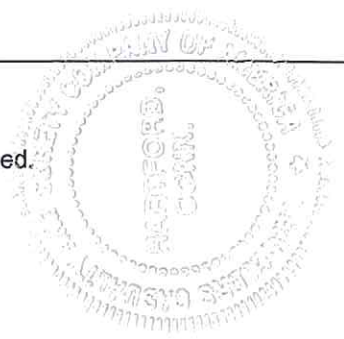
**Aon Risk Insurance Services West, Inc.**  
Name of Agent

**199 Fremont Street, Suite 1500**  
Address

**San Francisco, CA 94105**  
City, State & Zip

FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged.





## ACKNOWLEDGMENT

State of California  
County of Santa Cruz

On March 10, 2014 before me, V.J. Fox, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)  
V.J. Fox, Notary Public



Premium: \$13,998.00

Bond Nos.: 82331343 Federal  
106024502 Travelers  
09137485 F&D

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Granite Construction Company (hereinafter referred to as Principal) have by written agreement dated \_\_\_\_\_, entered into a Contract identified as:

Project Title: CATHEDRAL OAKS ROAD BRIDGE REPLACEMENT AT SAN ANTONIO CREEK  
(EXISTING Br. No. 51C-001, NEW Br. No. 51C-0373) IN THE SECOND SUPERVISORIAL DISTRICT  
County Project No. 862274  
(Hereinafter referred to as the Contract) and

That, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and Federal Insurance Company\*

---

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$2,999,911.00 for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and agreements in said Contract and any alteration thereof made as herein provided, in his or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless County, 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, virtue and effect.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

Executed in 2 Counterparts

In the event suit is brought upon this Bond by County and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.


Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

**Granite Construction Company**  
Principal

By:   
**Jigisha Desai, Vice President**

**03/10/2014**  
DATED:

**Federal Insurance Company\***  
Surety

By:   
Signature of Attorney-in-fact **Ashley Stinson**

**15 Mountain View Road**

**Warren, NJ 07059**  
Address

Surety's Agent for Service of Process (located within the State of California):

**\*Travelers Casualty & Surety Company of America,  
Fidelity & Deposit Company of Maryland, Jointly  
and Severally Liable**

**Aon Risk Insurance Services West, Inc.**  
Name of Agent

**199 Fremont Street, Suite 1500**  
Address

**San Francisco, CA 94105**  
City, State & Zip

FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged.



**ACKNOWLEDGMENT**

State of California  
County of  Santa Cruz  )

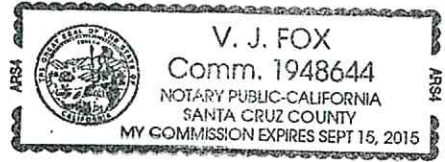
On  March 10, 2014  before me,  V.J. Fox, Notary Public   
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature    (Seal)  
V.J. Fox, Notary Public





**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That FEDERAL 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 Jigisha Desai, John D. Gilliland, Catherine Gustavson, Cynthia P. Johnson, Kathleen Schreckengost, Ashley Stinson and Lillian Tse of Watsonville, California

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 10<sup>th</sup> day of April, 2013.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this 10<sup>th</sup> day of April, 2013 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY 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 By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No 2316685  
Commission Expires July 16, 2014**

Notary Public

**CERTIFICATION**

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, 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 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 upon the Company with respect to any bond or undertaking to which it is attached."

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

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect

Given under my hand and seals of said Companies at Warren, NJ this

March 10, 2014



Dawn M. Chloros, Assistant Secretary

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 226331

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint John D. Gilliland, Jigisha Desai, Cynthia P. Johnson, Kathleen Schreckengost, Catherine Gustavson, Ashley Stinson, and Lillian Tse of the City of Watsonville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 14th day of March, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Handwritten signature of Robert L. Raney, Senior Vice President

On this the 14th day of March, 2013, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, 2016.



Handwritten signature of 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this **March 10, 2014**



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Geoffrey Delisio, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jigisha DESAI, Catherine GUSTAVSON, Cynthia P. JOHNSON, Kathleen SCHRECKENGOST, John D. GILLILAND, Ashley STINSON and Lillian TSE**, each its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, issued on behalf of Granite Construction Incorporated, Watsonville, California and all subsidiaries alone or in a joint venture** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of **March**, A.D. 2013.



*Geoffrey Delisio*

By: \_\_\_\_\_  
*Vice President – Geoffrey Delisio*

*Gerald F. Haley*

By: \_\_\_\_\_  
*Assistant Secretary – Gerald F. Haley*

State of Maryland  
County of Baltimore

On this 1st day of **March**, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Geoffrey Delisio, Vice President and Gerald F. Haley, Assistant Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

By: \_\_\_\_\_  
**Constance A. Dunn - Notary Public**  
My Commission Expires: July 14, 2015



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

This **March 10, 2014**



Thomas O. McClellan, Vice President



County Counsel/Auditor Controller/Public Works contract tracking document

Cathedral Oaks Road Bridge Replacement at San Antonio Creek (Existing Br. No. 51C-001, New Br. No. 51C-0373)

Item	2010 Edition of the Caltrans Standard Specifications	Caltrans Ready to List Guide	Web link
CHANGES AND EXTRA WORK	Section 4-1.05 (page 29)		<a href="#">2010 StdSpecs.pdf</a> ** (large file)
PAYMENT SCOPE	Section 9-1.03 (begins on page 112)		<a href="#">2010 StdSpecs.pdf</a> ** (large file)
SUPPLEMENTAL WORK (FEDERAL TRAINEE)	Sections 7-1.11D (page 95)	Section 7.7 Supplemental Work (begins on page 7-16), Section 7.7.4 (page 7-20)	<a href="#">2010 StdSpecs.pdf</a> ** (large file) <a href="#">Section 7.pdf</a> *** (PW guidance only)
SUPPLEMENTAL WORK (MAINTAIN TRAFFIC)	Section 12-1.03 (page 141) Section 12-3.01C (page 143)	Section 7.7 Supplemental Work (begins on page 7-16)	<a href="#">2010 StdSpecs.pdf</a> ** (large file) <a href="#">Section 7.pdf</a> *** (PW guidance only)
SUPPLEMENTAL WORK (WATER POLLUTION CONTROL MAINTENANCE SHARING)	Sections 13-1, 13-5.04, 13-6.04, 13-7.04	Section 7.7 Supplemental Work (begins on page 7-16)	<a href="#">2010 StdSpecs.pdf</a> ** (large file) <a href="#">Section 7.pdf</a> *** (PW guidance only)
SUPPLEMENTAL WORK (ADDITIONAL WATER POLLUTION CONTROL)	Sections 13-1, 13-2, 13-3, 13-7	Section 7.7 Supplemental Work (begins on page 7-16)	<a href="#">2010 StdSpecs.pdf</a> ** (large file) <a href="#">Section 7.pdf</a> *** (PW guidance only)
SUPPLEMENTAL WORK (COMPENSATION ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS OF PAVING ASPHALTS)	Section 9-1.07 (page 118)	Section 7.7 Supplemental Work (begins on page 7-16)	<a href="#">2010 StdSpecs.pdf</a> ** (large file) <a href="#">Section 7.pdf</a> *** (PW guidance only)

**1. Contract**

This agreement includes and incorporates by reference all Contract Documents.

The Contract is comprised of all documents distributed to bidders as part of the Bid Package, including, but not limited to:

1. Special Provisions
2. Project Plans
3. State of California, Department of Transportation 2010 Standard Specifications \*\*
4. State of California, Department of Transportation 2010 Standard Plans
5. State of California, Department of Transportation 2010 Revised Standard Specification
6. County of Santa Barbara, Department of Public Works, Standard Details dated September 2011
7. Santa Barbara County Code
8. Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
9. The Proposal executed and submitted by the Contractor
10. Notice to Bidders
11. The Faithful Performance and Payment Bonds, and
12. Any Addenda

\*\* [http://www.dot.ca.gov/hq/esc/oe/construction\\_contract\\_standards/std\\_specs/2010\\_StdSpecs/2010\\_StdSpecs.pdf](http://www.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2010_StdSpecs/2010_StdSpecs.pdf)

\*\*\* [http://dot.ca.gov/hq/esc/oe/construction\\_contract\\_standards/rtl\\_guide/Section\\_7.pdf](http://dot.ca.gov/hq/esc/oe/construction_contract_standards/rtl_guide/Section_7.pdf)