

# Contract Summary Form:

Contract Number: \_\_\_\_\_

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than \$100,000, submit a purchasing requisition to the Purchasing Division of General Services. See "Online Purchasing Manual" under "General Services", "Purchasing", "Policies and Procedures." "See also "Contracts for Services" policy. Form not applicable to revenue contracts.

D1. Fiscal Year .....: FY 2007-08  
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's): 063  
D3. Requisition Number .....:  
D4. Department Name.....: General Services, Capital Projects  
D5. Contact Person.....: Todd Morrison  
D6. Phone .....: 934-6228

K1. Contract Type (check one):  Personal Service  Capital Project/Construction  
K2. Brief Summary of Contract Description/Purpose.....: Santa Ynez Airport Site Rehabilitation  
K3. Original Contract Amount.....: \$795,229.00 (Unit Cost)  
K4. Contract Begin Date.....: September 4, 2007  
K5. Original Contract End Date.....: when scope of work is complete as defined in contract  
K6. Amendment History (leave blank if no prior amendments):

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
		\$	\$	\$		

K7. Department Project Number .....: 8567  
B1. Is this a Board Contract? (Yes/No).....: Yes  
B2. Number of Workers Displaced (if any) .....: none  
B3. Number of Competitive Bids (if any).....: 4  
B4. Lowest Bid Amount (if bid).....: \$795,229.00  
B5. If Board waived bids, show Agenda Date.....: N/A  
B6. ... and Agenda Item Number.....: #  
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶): differs due to Unit Price breakdown of contract

F1. Encumbrance Transaction Code.....: 1701  
F2. Current Year Encumbrance Amount.....: \$N/A  
F3. Fund Number .....: 0052  
F4. Department Number.....: 063  
F5. Division Number (if applicable).....:  
F6. Account Number.....: 8700  
F7. Cost Center number (if applicable).....:  
F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=purchasing) .....: 05861  
V2. Payee/Contractor Name .....: Granite Construction Company  
V3. Mailing Address.....: P.O. Box 50085  
V4. City State (two-letter) Zip (include +4 if known).....: Watsonville, CA 95077  
V5. Telephone Number.....: (831) 724-1011  
V6. Contractor's Federal Tax ID Number (EIN or SSN).....: 94-0519552  
V7. Contact Person .....: Lew Venegas  
V8. Workers Comp Insurance Expiration Date.....: 10/1/2009  
V9. Liability Insurance Expiration Date[s] (G=ent; P=rofl) ...: 10/1/2009  
V10. Professional License Number .....: #89  
V11. Verified by (name of County staff) .....: Todd Morrison  
V12. Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

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

Date : Authorized Signature  .....



**COUNTY OF SANTA BARBARA  
DEPARTMENT OF GENERAL SERVICES**

**CONTRACT**

**REHABILITATION OF RUNWAY 8-26; TAXIWAY'S A, B, C, D, & E; AND ACCESS ROAD;  
SEALCOATING AIRCRAFT PARKING APRONS AND TAXILANES PROJECT**

**AT SANTA YNEZ VALLEY AIRPORT**

**SANTA BARBARA COUNTY, CALIFORNIA**

**FEDERAL PROJECT NO. AIP 3-06-0243-11**

**COUNTY PROJECT NO. 8567**

**DEPARTMENT OF GENERAL SERVICES**

COUNTY OF SANTA BARBARA AGREEMENT FOR:



Santa Ynez Valley Airport  
County Project No. 8567

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 incorporates by reference all of the Special Provisions and the Project Plans described below, including any addenda thereto, and also in accordance with the State of California, Department of Transportation Standard Specifications for Construction of Local Streets and Roads dated July 2002, the State of California, Department of Transportation Standard Plans for Construction of Local Streets and Roads dated July 2002, and the County of Santa Barbara, Department of Public Works, Standard Details dated April 1, 1987 insofar as the same may apply, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, as provided by COUNTY for the work identified below; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents". Copies of all said documents are on file in the Department of General Services 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 CONTRACTORS AND SPECIAL PROVISIONS FOR REHABILITATION OF RUNWAY 8-26; TAXIWAY'S A, B, C, D, & E; AND ACCESS ROAD; SEALCOATING AIRCRAFT PARKING APRONS AND TAXILANES PROJECT AT SANTA YNEZ VALLEY AIRPORT IN SANTA BARBARA COUNTY, CALIFORNIA, FEDERAL PROJECT NO. AIP 3-06-0243-11**

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

**COUNTY OF SANTA BARBARA; STATE OF CALIFORNIA; DEPARTMENT OF GENERAL SERVICES; PLANS FOR THE CONSTRUCTION OF SANTA YNEZ VALLEY AIRPORT SANTA BARBARA COUNTY, CALIFORNIA CONSTRUCTION PLANS FOR SANTA YNEZ VALLEY AIRPORT AIP PROJECT NO. 3-06-0243-11**

**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 General Services of said COUNTY, all in strict accordance with the Plans and the Contract Documents provided.

### **3. EXTRA WORK**

Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be authorized and agreement made for compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents) by the Engineer, if compensation is not in excess of 10 percent of the original base agreement amount or \$25,000, or \$25,000 + 5 percent of the amount of the bid in excess of \$250,000, the total of changes not to exceed \$150,000, in accordance with Section 20142(a) and (b), and Section 20395(d) of the Public Contract Code. Extra work or changes in excess of these limits may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The Engineer shall determine, if necessary, appropriate additional time to be allowed for such extra work.

In no event shall County be liable for the cost of any extra work not approved in advance and in writing by the Engineer.

### **4. 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 agrees that the payment for final quantities due under this Contract and the payment of 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. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and 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.

### **5. PROGRESS PAYMENT NO WAIVER FOR DELAY.**

Any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon as part of this Contract.

### **6. EXCAVATIONS.**

Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or 1 (800) 227-2600 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under said Sections. There shall be no performance under this Agreement by either party unless and until the provisions of such Sections are complied with and the Engineer is notified regarding the compliance.

### **7. ENGINEER.**

The Engineer referred to in the Contract Documents is the Santa Barbara County Director of General Services or the Director's authorized representative.

### **8. COMPLIANCE WITH LAW, AMENDMENTS.**

CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the Engineer in writing. CONTRACTOR shall at all times observe and comply with and

shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 3196 and Sections 3247 and 3252, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the County of Santa Barbara, the Board of Supervisors, the Director of General Services, and/or any officer, agent or employee of the COUNTY against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

**9. PREVAILING WAGE RATES.**

Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof and to any and all lawful orders of the President or any authorized Federal Officer or agency, insofar as the same may be applicable to this Contract.

In accordance with the requirements of Labor Code Section 1770, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem or hourly wages for workers required to perform the subject work. A copy of the prevailing wage rate is on file with the Director of Public Works, County Engineering Building, 123 East Anapamu Street, Santa Barbara, California, and is available for inspection.

Contractor, and any subcontractor under his or her direction, shall pay not less than the said prevailing rates to all, laborers, workers and mechanics employed by them in the execution of the contract.

**10. CONTRACT DOCUMENTS ACKNOWLEDGED.**

CONTRACTOR hereby declares that he has read the "Contract Documents" pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

**11. TIMES FOR COMMENCEMENT, COMPLETION.**

Notwithstanding the provisions found in Section 8-1.05, "Temporary Suspension of Work," and Section 8-1.06, "Time of Completion," of the Standard Specifications, The work to be done under this Agreement shall be completed within THIRTY (30) working days after execution of this Agreement. As soon as practicable after the Contract has been executed by both the CONTRACTOR and the COUNTY, a Notice to Proceed will be issued by the County Representative stating the starting date of the Contract time. Attention is directed to the provisions of this Agreement pertaining to Liquidated Damages for failure to complete the work within the allowed time. CONTRACTOR acknowledges the provision of this Agreement regarding liability for liquidated damages in the event CONTRACTOR fails to complete the work within the allowed time.

**12. WORKERS' COMPENSATION INSURANCE.**

CONTRACTOR certifies as to knowledge of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code. Contractor will comply with such provisions before commencing the performance of the work of this Contract.

**13. GUARANTEE BONDS.**

Before any performance under this Agreement, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for faithful performance of all terms and conditions of this Agreement, in an amount and form approved by the COUNTY. Both securities shall 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.

**14. NON DISCRIMINATION.**

The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

**15. DISPUTES.**

Should any disputes arise which the parties are unable to resolve by negotiation respecting the interpretation, construction or meaning of any of the plans or specifications or provisions affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be submitted to arbitration if required by the provisions of the Public Contract Code or if the parties mutually agree to arbitration in lieu of adjudication by a court of competent jurisdiction. Any arbitration shall be carried out in accordance with the Public Contract Code, applicable provisions of the Santa Barbara County Code and other regulations or standards and in accordance with standards of the American Arbitration Association. Any arbitration ruling or decision shall be binding on the parties, unless the parties mutually agree in writing not to be so bound.

**16. RIGHT TO AUDIT.**

The COUNTY will have the right to audit of Contractor's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor–Controller.

**17. SUPPLEMENTAL WORK.**

BLANK

**18. 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 including Section 17 Supplemental Work of this agreement is and shall be; \$795,229.00 (Note: this amount is subject to adjustments in installed quantities of various bid items), to be paid as provided in the Contract Documents dated May 22, 2007, and as shown on the Contractor's Bid listed below. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and according to the plans, specifications and Contract, and the requirements of the Engineer under them, to wit:

**CONTRACTOR'S BID**

AIP 3-06-0243-11

Project No.: 8567

Bid Item	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
1	MOBILIZATION	LS	LUMP SUM	LUMP SUM	\$17,848.00
2	CONSTRUCTION SURVEYING	LS	LUMP SUM	LUMP SUM	\$2,000.00
3	CLEAN AND PREPARE PAVEMENT FOR OVERLAY AND SEAL COAT	LS	LUMP SUM	LUMP SUM	\$10,600.00
4	BITUMINOUS TACK COAT (P-603)	TON	21	\$651.00	\$13,761.00
5	ASPHALT CONCRETE - CALTRANS TYPE A 3/4" MAX. MED.	TON	5760	\$64.00	\$368,640.00
6	GLASS FIBER MESH PAVEMENT REINFORCEMENT	SY	35,400	\$6.00	\$212,400.00
7	COAL TAR SEALER-REJUVENATOR	TON	49	\$1,730.00	\$84,770.00
8	RUNWAY, TAXIWAY, RAMP, & ROADWAY PAINTING (P-620)	LS	LUMP SUM	LUMP SUM	\$37,500.00
9	RETROREFLECTIVE PAVEMENT MARKERS (L-853)	EA	80	\$55.00	\$4,400.00
10	PAVEMENT SHOULDER BACKING	LS	LUMP SUM	LUMP SUM	\$22,200.00
11	HEADER CUT PAVEMENT GRINDING	SF	12,000	\$1.00	\$12,000.00
12	CONTRACT COORDINATION	LS	LUMP SUM	LUMP SUM	\$9,200.00
<b>CONTRACTORS BID FOR THIS PROJECT</b>					<b>\$795,229.00</b>

**19. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS.**

The Engineer is authorized to act on behalf of the awarding authority in any matters requiring consent, notice or hearing in order to substitute materials or equipment specified or to substitute subcontractors.

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
 Chair, Board of Supervisors  
 of the County of Santa Barbara,  
 State of California

**CONTRACTOR**

Granite Construction Company  
 P.O. Box 50085  
 Watsonville, CA 95077

**ATTEST:**  
 Michael F. Brown  
 Clerk of the Board

BY: Jigisha Desai  
 Jigisha Desai, Vice President  
 License No. 89

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

IRS No. 94-0519552

**Business Type Check Only One:**

Corporation   X    
 Partnership \_\_\_\_\_  
 Sole Proprietorship \_\_\_\_\_

**APPROVED AS TO FORM:**  
 Stephen Shane Stark  
 County Counsel

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

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

**APPROVED AS TO FORM:**  
 Ray Aromatorio  
 Risk Program Administrator

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

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

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

Dept.	Division	Subdivision	Program	Org Unit	Fund	Area	Account
063			1920		0052		8700



**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  
Firm

Jigisha Desai  
By Jigisha Desai

Vice President  
Title

July 18, 2007  
Date

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

In accordance with the provisions of Section 1860 and 1861 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his employees. Each Contractor to whom a public works contract is awarded shall sign the following certification prior to performing the work of the contract:

"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  
Firm

Jigisha Desai  
By Jigisha Desai

Vice President  
Title

July 18, 2007  
Date

(Please return this completed form with your Agreement, Bonds and Certificates of Insurance)

## UNLAWFUL DISCRIMINATION

The Board of Supervisors of the County of Santa Barbara do ordain as follows:

### SECTION 1.

A new article is hereby added to Chapter 2 of the Santa Barbara Code reading as follows:

### ARTICLE XIII. UNLAWFUL DISCRIMINATION, COUNTY CONTRACTS

#### Sec.2-94. Exceptions

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America. (Ord. 2946, § 1)

#### Sec. 2-95. Prohibition of Unlawful Discrimination in Employment Practices.

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and services entered into by the County of Santa Barbara or by its joint powers agencies or agents with the consent of the other parties (hereinafter called "contractor") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the contractor is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules or regulations which may now or hereinafter specifically prohibit such discrimination on grounds as race, religion, sex, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such findings may only be made after Contractor has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing Contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the County. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, Contractor may move in the appropriate court of law for damages and/or to compel specific performance of a contract or agreement if any of the above procedures are not afforded the contractor. If Contractor is not found to have engaged in unlawful discriminatory practices, County shall pay all costs and expenses of such hearing, including reasonable attorneys' fees to Contractor in accordance with current Santa Barbara Superior Court schedule of attorneys' fees for civil trials. If Contractor is found to have engaged in such unlawful discriminatory employment practices, Contractor shall pay all costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the contractor shall forthwith reimburse the county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid to contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not signatory to the contract or agreement) including employees past or present, or applicants for employment to contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable times and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to contractor reasonably prior to the time contractor is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agents of the county. No records or copies of such records may be removed from the premises of  
Project No. 8567

contractor and no disclosure, oral or written record, may be made to third parties except as provided within the agreement. Provided, however, that in the event of a hearing to determine whether or not contractor is engaging in unlawful discrimination in employment practices as defined herein, the board of supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available at the hearing.

Failure to fully comply with any of the forgoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or have contracts for goods or services with the county shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara. (Ord. No. 2946, § 1; Ord. No. 2993, § 1; Ord. No. 3018, § 1)

#### **Sec. 2-95.5 Exceptions.**

Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the county affirmative action officer. Loss of such approval shall be immediately reported by such party to the county affirmative action officer.

#### **Sec. 2-96 Purchase Orders.**

Purchase orders shall contain the following clause as grounds for termination of such purchase order.

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the state Fair Employment Practice Commission or federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

#### **Sec. 2-97. Affirmative Action Officer.**

At the discretion of the county affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the state Fair Employment Practices Commission or the federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, county counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred so are being carried on, then the affirmative action officer shall forthwith present the entire matter to the board of supervisors of the county, together with all damages, costs and expenses related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara. (Ord. No. 2946, § 1)

## EXHIBIT A

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

#### **Indemnification :**

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

#### **Insurance :**

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverage's at its sole cost and expense. All insurance coverage's are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance. Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by Department of Industrial Relations for State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance. The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contractor in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, employees, and agents shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires

approval by the COUNTY.

Said policy or policies shall include severability of interest or cross liability clause or equivalent wording.

Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain at current certificate(s) of insurance all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the contractor may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, with concurrence with County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

**PERFORMANCE BOND**

Premium: \$2,783.00

Bond No.: 8206-66-05 Federal  
104931067 Travelers  
08892619 F&D

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: **REHABILITATION OF RUNWAY 8-26; TAXIWAY'S A, B, C, D, & E; AND ACCESS ROAD; SEALCOATING AIRCRAFT PARKING APRONS AND TAXILANES PROJECT**

AT SANTA YNEZ VALLEY AIRPORT IN SANTA BARBARA COUNTY, CALIFORNIA, FEDERAL PROJECT NO. AIP 3-06-0243-11, County Project No. 8567

(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 \$ 795,229.00\*\*, 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 listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business Of Insurance In The State Of California During 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

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.

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*  
Jigisha Desai, Vice President

DATED: July 18, 2007

Federal Insurance Company\*  
Surety

By *Mary H. Lonergan*  
Signature of Attorney-in-fact, Mary H. Lonergan

Federal Insurance Company

15 Mt. View Road

Warren, NJ 07059  
Address

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

McSherry & Hudson  
Name of Agent

575 Auto Center Drive  
Address

Watsonville, CA 95076  
City, State & Zip

(831) 724-3841  
Telephone Number

(831) 724-7574  
FAX Number

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

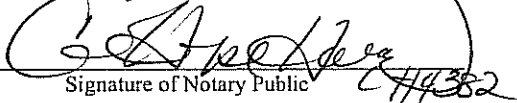
NOTE: Signature of those executing for Surety must be properly acknowledged

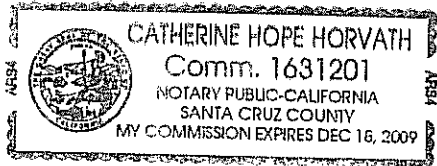
**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA     }  
  }  
COUNTY OF SANTA CRUZ   }

On July 18, 2007 before me, Catherine Hope Horvath, Notary Public personally appeared Mary H. Lonergan, Attorney-in-Fact personally known to me (or 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 which the person(s) acted, executed the instrument.

**WITNESS my hand and official seal.**

  
Signature of Notary Public *CHH382*  
Catherine Hope Horvath, Notary Public





**PAYMENT BOND**

Premium included in Performance Bond  
KNOW ALL MEN BY THESE PRESENTS:

Bond No.: 8206-66-05 Federal  
104931067 Travelers  
08892619 F&D

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: **REHABILITATION OF RUNWAY 8-26; TAXIWAY'S A, B, C, D, & E; AND ACCESS ROAD; SEALCOATING AIRCRAFT PARKING APRONS AND TAXILANES PROJECT**

AT SANTA YNEZ VALLEY AIRPORT IN SANTA BARBARA COUNTY, CALIFORNIA, FEDERAL PROJECT NO. AIP 3-06-0243-11, County Project No. 8567

(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 \$ 795,229.00\*\*, 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 listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business Of Insurance In The State Of California During 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

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 3181 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 3247) 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 3181 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  
Jigisha Desai, Vice President

DATED: July 18, 2007

Federal Insurance Company\*  
Surety

Mary H. Lonergan  
Signature of Attorney-in-fact, Mary H. Lonergan

Federal Insurance Company

15 Mt. View Road

Warren, NJ 07059  
Address

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

McSherry & Hudson  
Name of Agent

575 Auto Center Drive  
Address

Watsonville, CA 95076  
City, State & Zip

(831) 724-3841  
Telephone Number

(831) 724-7574  
FAX Number

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

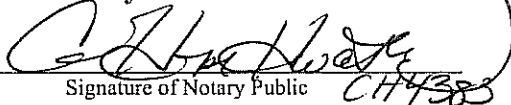
\*Travelers Casualty and Surety Company of America,  
Fidelity and Deposit Company of Maryland,  
Jointly and Severally Liable

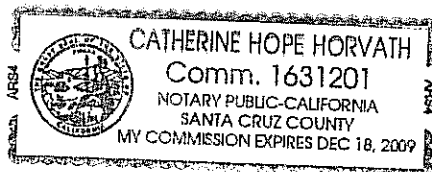
## ACKNOWLEDGEMENT

STATE OF CALIFORNIA    }  
                                      }  
COUNTY OF SANTA CRUZ    }

On July 18, 2007 before me, Catherine Hope Horvath, Notary Public personally appeared Mary H. Lonergan, Attorney-in-Fact personally known to me (or 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public CHH388  
Catherine Hope Horvath, Notary Public





Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

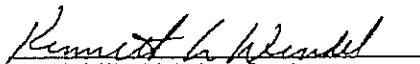
Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

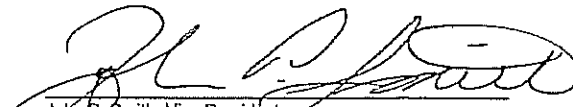
Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Deborah S. Jackson, R.C. Allbritton, John D. Gilliland, Jigisha Desai and Mary H. Lonergan 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 2nd. Day of August, 2005

  
Kenneth C. Wendel, Assistant Secretary

  
John P. Smith, Vice President

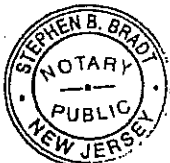
STATE OF NEW JERSEY

ss.

County of Somerset

On this 2<sup>nd</sup> day of August, 2005 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, 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 Kenneth C. Wendel, 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 John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



STEPHEN B. BRADT  
Notary Public, State of New Jersey  
No. 2321097  
Commission Expires Oct. 25, 2009  
CERTIFICATION

  
Notary Public

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, Kenneth C. Wendel, 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 July 18, 2007



  
Kenneth C. Wendel, 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.
Seaboard Surety Company
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. 217455

Surety Bond No. or Project Description:
104931067

Principal: GRANITE CONSTRUCTION COMPANY
Obligee: County of Santa Barbara

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, 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 Deborah S. Jackson, R. C. Allbritton, Jigisha Desai, John D. Gilliland, and Mary H. Lonergan 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.

On behalf of Granite Construction Incorporated and all Subsidiaries 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 26th day of July, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
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: [Signature]
George W. Thompson, Senior Vice President

On this the 26th day of July, 2006, 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., Seaboard Surety Company, 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, 2011.



[Signature]
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., Seaboard Surety Company, 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

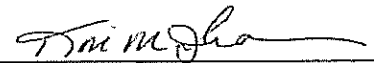
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is 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

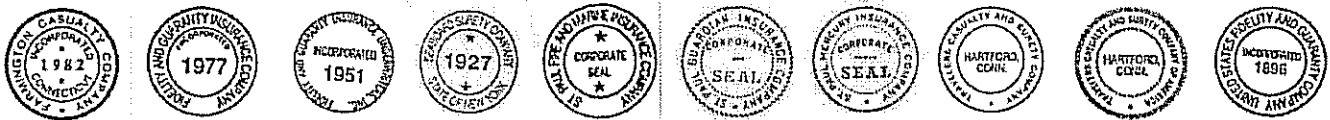
**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power 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 Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, 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 **July 18, 2007**



Kori M. Johanson, Assistant Secretary



**To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [stpaultravelersbond.com](http://stpaultravelersbond.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.**

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the next page hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint R.C. ALLBRITTON, Jigisha DESAI, Deborah S. JACKSON, John D. GILLILAND, and Mary H. LONERGAN, all of Watsonville, California, 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 it had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, MD, in their own proper persons. This power of attorney revokes that issued on behalf of R.C. ALLBRITTON, Jigisha DESAI, Deborah S. JACKSON, John D. GILLILAND and Mary H. LONERGAN, dated June 23, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the next page hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, on May 1, 2006.

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

ATTEST:



*Gregory E. Murray*

*William J. Mills*

By:

*Gregory E. Murray*

*Assistant Secretary*

*William J. Mills*

*Vice-President*

State of Maryland }  
County of Baltimore } ss:

On May 1, 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers 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.



*Stephen G. Maxley*

*Stephen G. Maxley* Notary Public  
My Commission Expires: November 1, 2007

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, any Executive Vice President, or any Vice President that is specially authorized by the Board of Directors or the Chairman in concurrence with the Corporate Secretary, shall have the power, by and with the concurrence of the Secretary, to appoint Attorney-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

**EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

"Article VI, Section 2. The Chairman of the Board, or the President, any Executive Vice President, or any Vice President that is specially authorized by the Board of Directors or the Chairman in concurrence with the Corporate Secretary, shall have the power, by and with the concurrence of the Secretary, to appoint Attorney-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY 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 FIDELITY AND DEPOSIT COMPANY OF MARYLAND, at a meeting duly called and held on the 10<sup>th</sup> day of May, 1990, and 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.

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 seal of the said Companies on **July 18, 2007**



*Gerald F. Haley*

Gerald F. Haley

Assistant Secretary



# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MR  
GRA-207

DATE (MM/DD/YYYY)  
07/16/07

**PRODUCER**  
McSherry & Hudson  
Granite Construction Division  
575 Auto Center Dr.  
Watsonville CA 95076  
Phone: 831-724-3841 Fax: 831-724-7574

**INSURED**  
  
GRANITE CONSTRUCTION COMPANY  
P.O. BOX 50085  
WATSONVILLE CA 95077

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Valley Forge Insurance Co.	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTUAL LIAB</b> <input checked="" type="checkbox"/> <b>KCU HAZARDS</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL 2088596727  PER ISO FORM CG0001 10/01 BROAD FORM PPTY DAMAGE	10/01/06	10/01/09	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 X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> <b>CONTRACTUAL LIAB</b>	BUA 2088596730  PER ISO FORM CA0001 10/01	10/01/06	10/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC 2088596680	10/10/06	10/01/09	<input checked="" type="checkbox"/> WC/STATU-TORY 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

TEN (10) DAYS NOTICE WILL BE GIVEN IN THE EVENT OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

JOB #207780 SANTA YNEZ VALLEY AIRPORT REHABILITATION - OVERLAY - FEDERAL PROJECT NO. AIP 3-06-0243-11, COUNTY PROJECT NO. 8567

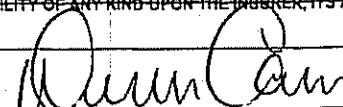
### CERTIFICATE HOLDER

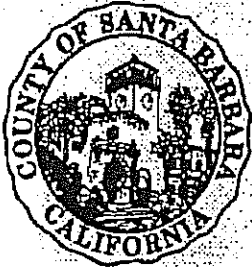
COUNTY OF SANTA BARBARA  
GENERAL SERVICES DEPARTMENT  
CAPITAL PROJECTS  
1105 SANTA BARBARA STREET  
SANTA BARBARA CA 93101

SNTABAR

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT ~~THIS NOTICE SHALL~~ IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
McSherry & Hudson 



**CERTIFICATE OF INSURANCE  
TRANSMITTAL FORM**

FOR THE FOLLOWING DESCRIBED PROJECT:

**REHABILITATION OF RUNWAY 8-26; TAXIWAY'S A, B, C, D, & E; AND ACCESS ROAD;  
SEALCOATING AIRCRAFT PARKING APRONS AND TAXILANES PROJECT  
AT SANTA YNEZ VALLEY AIRPORT IN SANTA BARBARA COUNTY, CALIFORNIA, FEDERAL  
PROJECT NO. AIP 3-06-0243-11, COUNTY PROJECT NO. 8567**

CONTRACTOR:

Granite Construction Company  
P.O. Box 50085  
Watsonville, CA 95077

The successful bidder shall furnish satisfactory proof of the maintenance of adequate Worker's Compensation Insurance, and the maintenance of Comprehensive General and Automobile Liability Insurance in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The County of Santa Barbara (COUNTY), its officers, employees, and agents shall be named as 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. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

The following must also be listed as additional insured:

\_\_\_\_\_  
\_\_\_\_\_

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

COUNTY PROJECT NO. 8567

This form must be attached to all insurance forms sent to the County of Santa Barbara, Department of General Services:

A handwritten signature in cursive script, appearing to read "Dennis Carney", is written over a horizontal line.

Authorized Insurance Company Representative's Signature  
Dennis Carney

*This form may be reproduced as required.*



Policy Number: BUA 2088596730 Valley Forge Insurance Company  
Named Insured: GRANITE CONSTRUCTION COMPANY

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

**ADDITIONAL INSURED - COMMERCIAL AUTO POLICY**

**This endorsement adds the following "Additional Insured" solely as respects vehicles owned or used by Granite Construction Company**

**Name of Person or Organization**

County of Santa Barbara, its Officers, Employees and Agents

**Covered Operations:**

Job #207780 Santa Ynez Valley Airport Rehabilitation – Overlay – Federal Project  
No. AIP 3-06-0243-11, County Project No. 8567

IT IS AGREED THAT THIS INSURANCE SHALL OPERATE AS PRIMARY INSURANCE AND NO OTHER INSURANCE SHALL BE CALLED ON TO CONTRIBUTE TO A LOSS HEREUNDER.

IT IS FURTHER AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY APPLIES SEVERALLY AS TO EACH INSURED EXCEPT THAT THE INCLUSION OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE LIMIT OF THE COMPANY'S LIABILITY AND THE INCLUSION HEREUNDER OF ANY PERSON OR ORGANIZATION AS AN INSURED SHALL NOT AFFECT ANY RIGHT WHICH SUCH PERSON OR ORGANIZATION WOULD HAVE AS A CLAIMANT

THIS INSURANCE POLICY WILL NOT BE CANCELLED, LIMITED, NON RENEWED, OR COVERAGE REDUCED UNTIL THIRTY (30) DAYS AFTER RECEIPT BY THE ADDITIONAL INSURED NAMED ABOVE OF A WRITTEN NOTICE OF SUCH CANCELLATION, REDUCTION OF COVERAGE OR NON RENEWAL. IN THE EVENT OF CANCELLATION FOR NON-PAYMENT OF PREMIUM, TEN (10) DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN.

MCSHERRY & HUDSON

BY   
Authorized Representative

DATE: 7/16/2007

DATE: 7/16/2007