WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and
Granite Rock Company DBA Pavex Construction Division hereinafter designated as “Principal”
have entered into an Agreement for the furnishing of all materials, labor, services, and equipment
necessary, convenient and proper to:
Scour Countermeasure Plans for Group I Bridges 37C0103, 37C0534, & 37C0581

Contract # 12-07

pursuant to the said Agreement dated May 22, 2012, and all of the documents attached thereto and
incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part
hereof; and,

WHEREAS, said Principal is required according to the terms of said Agreement and applicable
California State law, to furnish a Bond for the faithful Performance of said Agreement.

NOW, THEREFORE, we, the Principal and Continental Casualty Company
as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of:
Four Hundred Eighty Five Thousand Eight Hundred Fifty Seven

Dollars ($ 485,857.00), lawful money
of the United States of America, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its Subcontractors, heirs,
executors, administrators, successors or assigns shall in all things stand to and abide by, and well and
truly keep and perform all of the covenants, conditions and agreements in the said Agreement and any and
all alteration thereof made as therein provided, on its or their part, to be kept and performed at the time
and in the manner therein specified, and in all respects according to their true intent and meaning, and
shall defend, indemnify and save harmless the County of Santa Clara, its officers, agents, and employees,
as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in
full force and effect.

And the said Surety for value received, hereby stipulates and agrees that no change, extension of time,
alteration, addition or deletion to the terms of the said Agreement, the accompanying Contract
Documents, or to the Work to be performed thereunder shall in any way affect its obligations on this
Bond, and the Surety hereby waives notice of any such change, extension of time, alteration, addition or
deletion to the terms of the said Agreement or to the Contract Documents or to the Work.

In the event suit is brought upon this Bond by the County of Santa Clara and judgment is recovered,
Surety shall pay all costs incurred by the County of Santa Clara in such suit, including a reasonable
attorney’s fee to be fixed by the Court in accordance with applicable statutory law.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly
executed by the Principal with proper authority, and the Surety hereby waives any defense which it might
have to reason of any failure by the Principal to execute or properly execute this Bond.
IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the 24th day of May, 2012

PRINCIPAL: Granite Rock Company, dba Paver Construction Division

Signature

Bruce W. Woolpert
Name

President
Title
120 Granite Rock Way
San Jose, CA 95136
Address

SURETY: Continental Casualty Company

Signature

Deborah L. Tablak
Name

Attorney-in-Fact
Title
555 Mission #200
San Francisco, CA 94105
Address

NOTE TO SURETY COMPANY:

The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA ]
COUNTY OF SANTA CLARA ] ss.

see separate acknowledgement

On ________________, before me, the undersigned, a Notary Public in and for the State, personally appeared ________________________, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation; known to me to be the person whose name is subscribed to such instrument, as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California with principal office in Santa Clara County.

Original acknowledgment by Attorney-in-Fact must be attached.
Original corporate seals of Principal and Surety must be attached.
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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


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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 15th day of March, 2012.

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

Stathy Darcy  Senior Vice President

State of Illinois, County of Cook, ss:

On this 15th day of March, 2012, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My Commission Expires September 17, 2013

Eliza Price  Notary Public

CERTIFICATE

I, Mary A. Ribikawski, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 24th day of May, 2012.

Mary A. Ribikawski  Assistant Secretary
Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

On May 24, 2012, before me, Betty S. Johnson, Notary Public, personally appeared Deborah L. Tablak, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Betty S. Johnson

-------------------------------------OPTIONAL-------------------------------------

DOCUMENT AND SIGNER

Type: Performance Bond # 929530279

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

Obligee: County of Santa Clara

Description: Scour Countermeasure Plants for Group I Bridges

Deborah L. Tablak is Attorney-in-Fact representing Continental Casualty Company
WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and
Granite Rock Company DBA Pavex Construction Division
hereinafter designated as “Principal” have entered into an Agreement for the furnishing of all materials, labor, services, and equipment necessary, convenient and proper to:
Scour Countermeasure Plans for Group I Bridges 37C0103, 37C0534, & 37C0581

Contract # 12-07

pursuant to the said Agreement dated May 22, 2012 and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a Bond in connection with said Agreement:

NOW THEREFORE, we, the Principal and Continental Casualty Company as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of:

Four Hundred Eighty Five Thousand Eight Hundred Fifty Seven Dollars ($485,857.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its Subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons named in Section 3181 of the California Civil Code, any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813, and 1815 of the California Labor Code, any amounts required to be deducted or withheld from the wages of employees of the Principal and its Subcontractors for payment to the United States Government and/or to the State Franchise Tax Board with respect to such work and labor, the Surety will pay for the same in an amount not exceeding the total sum hereinabove specified, and also, in case suit is brought upon this Bond, a reasonable attorney’s fee to be fixed by the court. This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give the right of action to such persons or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety on this Bond shall not be exonerated or released from the obligation of this Bond by any change, extension of time for performance, addition, deletion, alteration, or modification in, to, or any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described or pertaining to or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or Bond, nor by any conditions precedent or subsequent in the Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the Bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the Bond, and that this Bond be construed most strongly against the Surety and in favor of all persons for whose benefit such Bond is given, and under no circumstances shall Surety be released from its obligations hereunder by reason of any breach of contract between the County of Santa Clara and said Principal or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of its claim, and that Surety does hereby waive notice of any such change, extension of time, addition, deletion, alteration, or modification herein mentioned.
The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have to reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the 24th day of May, 2012.

PRINCIPAL: Granite Rock Company, dba PaveX Construction Division

Signature: [Signature]
Name: Bruce D. Woolpert
Title: President
Address: 120 Granite Rock Way
San Jose, CA 95136

SURETY: Continental Casualty Company

Signature: [Signature]
Name: Deborah L. Tablak
Title: Attorney-in-Fact
Address: 555 Mission #200
San Francisco, CA 94105

NOTE TO SURETY COMPANY:

The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA )
COUNTY OF SANTA CLARA ) ss.

On ____________________, before me, the undersigned, a Notary Public in and for the State, personally appeared ____________________, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation; known to me to be the person whose name is subscribed to such instrument, as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California with principal office in Santa Clara County.

Original acknowledgment by Attorney-in-Fact must be attached.
Original corporate seals of Principal and Surety must be attached.
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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


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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 15th day of March, 2012.

State of Illinois, County of Cook, ss:

On this 15th day of March, 2012, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My Commission Expires September 17, 2013

Eliza Price
Notary Public

CERTIFICATE

I, Mary A. Ribikawski, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 24th day of May 2012.

Mary A. Ribikawski
Assistant Secretary

Form F6853-1/2011
Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

On May 24, 2012, before me, Betty S. Johnson, Notary Public, personally appeared Deborah L. Tablak, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Betty S. Johnson

DOCUMENT AND SIGNER

Type: Payment Bond # 929530279

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

Obligee: County of Santa Clara

Description: Scour Countermeasure Plants for Group I Bridges

Deborah L. Tablak is Attorney-in-Fact representing Continental Casualty Company
CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER LIC #0056172 1-831-724-3841
McSherry & Hudson
375 Auto Center Drive
P. O. Box 2690
Watsonville, CA 95076

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ZURICH AMERICAN INS CO
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERSAGE CERTIFICATE NUMBER: 27249922
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 AGOL SUBR INSR WOY POLICY NUMBER POLICY EFF POLICY EXP LIMITS

A GENERAL LIABILITY

X COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE OCCUR
X X GLO3472566-10 05/30/11 05/30/12 $1,000,000
DAMAGE TO RENTED PREMISES (Ex occurrence)
MED EXP (Any one person) NIL
PERSONAL & ADV INJURY
GENERAL AGGREGATE
PRODUCTS - COMPO/AGG

X X BAP3472569-10 05/30/11 05/30/12 $1,000,000
COMBINED SINGLE LIMIT (Ex accident)
BODILY INJURY (Per person)
BODILY INJURY (Per accident)
PROPERTY DAMAGE (Per accident)

X X WC3472567-10 05/30/11 05/30/12 $1,000,000
E.L. EACH ACCIDENT
E.L. DISEASE - EA EMPLOYEE
E.L. DISEASE - POLICY LIMIT

A AUTOMOBILE LIABILITY

X ANY AUTO
ALL OWNED AUTOS
SCHEDULED AUTOS
X HIRED AUTOS
X NON-OWNED AUTOS
X CONTRACTUAL LIABILITY
Umbrella Liab OCCUR CLAIMS-MADE
EXCESS Liab CLAIMS-MADE

A WORKERS COMPENSATION
AND EMPLOYER'S LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
N/A
DESCRIPTION OF OPERATIONS:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
JOB #1598 SCOUR COUNTERMEASURE PLANS FOR GROUP 1 BRIDGES 37C0103, 37C0534, & 37C0581


CERTIFICATE HOLDER

4598
COUNTY OF SANTA CLARA ROADS AND ROADS AND AIRPORTS DEPARTMENT
101 SKYFORT DRIVE
SAN JOSE, CA 95110
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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ACORD 25 (2009/09)
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<table>
<thead>
<tr>
<th>NAME OF INSURED:</th>
<th>GRANITE ROCK COMPANY</th>
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<tr>
<td>DBA PAVEX CONSTRUCTION DIVISION</td>
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Additional Insured — Automatic — Owners, Lessees Or Contractors

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<tr>
<td>GLO 3472668-10</td>
<td>9/30/2011</td>
<td>9/30/2012</td>
<td>McSherry &amp; Hudson</td>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II — Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to “bodily injury”, “property damage” or “personal and advertising injury” covered under Section I — Coverage A - Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Injury Liability but only with respect to liability, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf, and resulting directly from your ongoing operations or “your work” as included in the “products-completed operations hazard”, which is the subject of the written contract or written agreement, performed for the additional insured person or organization.

C. However, regardless of the provisions of Paragraphs A. and B. above:

1. We will not extend any insurance coverage to any additional insured person or organization:
   a. That is not provided to you in this policy; or
   b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceeds the lower of:
   a. The Limits of Insurance provided to you in this policy; or
   b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:
   “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

   1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
   2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:
   1. We are notified as soon as practicable of an “occurrence” or offense that may result in a claim;
   2. We receive written notice of a claim or “suit” as soon as practicable; and

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Agent Copy
3. A request for defense and indemnity of the claim or "suit will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV—Commercial General Liability Conditions.

   This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional Insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV—Commercial General Liability Conditions.

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.
Commercial General Liability Coverage Part

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

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

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

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

Schedule
Name of Person or Organization: Any person or organization to whom the named insured is required by written contract or agreement to mail prior written notice of cancellation and/or reduction in coverage.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective: 9/30/11

Countersigned By:

Authorized Representative

SCHEDULE

Name of Person(s) or Organization(s):
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is an Insured Provision contained in Section II of the Coverage Form.
Policy Number: **BAP 3472669-10**

**Commercial Auto Liability Coverage Part**

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

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

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

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

Schedule
Name of Person or Organization: Any person or organization to whom the named insured is required by written contract or agreement to mail prior written notice of cancellation and/or reduction in coverage.
WAIVER OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT REQUIRE BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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

Endorsement Effective: 9/30/11 Policy No.: WC 3472667-10
Insurance Company Zurich American Insurance Company

WC 00 03 13 (Ed. 4-84)

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

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