

CITY OF DELANO, ENGINEERING DEPARTMENT

This contract is entered into between the City of Delano and the Contractor named below:

GRANITE CONSTRUCTION

Contractor

The parties agree to comply with the terms of the following exhibits that are by this reference made a part of this contract.

Exhibit A - Bid Item List dated	<u>4-20-12</u>
Exhibit B - Notice to Bidders and Special Provisions dated	<u>2-15-12</u>
Exhibit C - Project Plans approved:	<u>2-6-12</u>
Exhibit D - Standard Specifications dated	<u>May 2006</u>
Exhibit E - Standard Plans dated	<u>May 2006</u>
Exhibit F - Addenda	<u>1, 2, 3, & 4</u>

Exhibits A, B, C and F are those exhibits identified with the same contract number as this contract.

This contract has been executed by the following parties:

CONTRACTOR	
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)	
BY (Authorized Agent) <i>[Signature]</i>	DATE SIGNED (Do not type) <u>5/17/2012</u>
PRINTED NAME AND TITLE OF PERSON SIGNING Jigisha Desai, Vice President	
FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-1519552	LICENSE NUMBER 89
CITY OF DELANO	
BY (Authorized Agent) <i>[Signature]</i>	DATE SIGNED (Do not type) <u>June 1, 2012</u>
PRINTED NAME AND TITLE OF PERSON SIGNING Grace Vallejo, Mayor	
This contract has been certified as complying with the State Contract Act:	
BY (Authorized Agent) N/A	DATE SIGNED (Do not type) N/A
PRINTED NAME AND TITLE OF PERSON SIGNING N/A	

INFORMATION ONLY, NOT TO BE COMPLETED WITH BID
(to be completed by the local agency upon award of the contract)

Bond Number: See Above
Premium: \$20,663.00

CITY OF DELANO
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the City of Delano, State of California, hereinafter designated as the "Obligee," has on _____, 2012, awarded to Granite Construction Company hereinafter designated as "Principal," a contract for the construction of Woollomes Ave Interchange (contract No.) _____, and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, We, the Principal, and Federal Insurance Company*, as Surety, are held and firmly bound unto the Obligee in the penal sum of \$4,428,565.60 lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or any of his or its subcontractors, shall fail to pay any of the persons named in section 3181 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of section 3225 and following of the Civil Code of the State of California, then said Surety will pay the same in, or to an amount not exceeding the amount, hereinabove set forth, and also will pay, in case suit is brought upon this bond, reasonable attorneys' fees to such claimant and to the Obligee as shall be fixed by the Court.

This bond is issued pursuant to Civil Code sections 3247 through 3252, inclusive, of the State of California, and shall inure to the benefit of any and all persons, companies, and corporations named in section 3181 of said Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and 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 any way, 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 work or to the specifications. Said Surety hereby waives the provisions of sections 2819 and 2845 of the Civil Code of the State of California.

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

INFORMATION ONLY, NOT TO BE COMPLETED WITH BID
(to be completed by the local agency upon award of the contract)

IN WITNESS WHEREOF, the above-bounden parties have signed this instrument under their seals this 17th day of May, 2012, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(SEAL)

Granite Construction Company

Principal

Signature for Principal

Jigisha Desai, Vice President

Title of Signatory

(SEAL)

Federal Insurance Company*

Surety

Signature of Surety **Kathleen Schreckengost**

Attorney-in-Fact

Title of Signatory

two*

(This bond must be submitted in sets of ~~two~~, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact.)

*Per the instruction letter.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

On May 17, 2012

Date

before me,

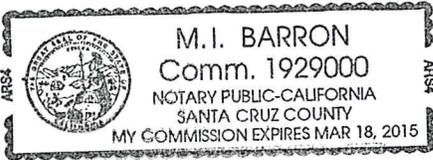
M. I. Barron

Here Insert Name and Title of the Officer

personally appeared

Kathleen Schreckengost, Attorney-in-Fact

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

M.I. Barron

Signature of Notary Public

M. I. Barron

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Premium: \$20,663.00

Bond Nos.: 82294100 Federal
105758308 Travelers
09011677 F&D

INFORMATION ONLY, NOT TO BE COMPLETED WITH BID
(to be completed by the local agency upon award of the contract)

Bond Number: See Above
Premium:

CITY OF DELANO
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS the City Council of the City of Delano, State of California, hereinafter designated as the "Obligee," has on _____, 201__, awarded to Granite Construction Company hereinafter designated as the "Principal," a contract for the construction of Woollomes Ave Interchange (contract No. _____), and

WHEREAS said Principal is required, under the terms of the contract, to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, We, the Principal, and Federal Insurance Company* as Surety, are held and firmly bound unto the Obligee in the penal sum of Four Million Four Hundred Twenty Eight Thousand Five Hundred Sixty Five and 60/100 Dollars (\$4,428,565.60) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreement in the said contract, and any alterations made as therein provided, on his 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 indemnify and save harmless the Obligee, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to the Obligee such reasonable attorneys' fees as may be fixed by the Court.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and 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 any way, 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 work or to the specifications. Said Surety hereby waives the provisions of section 2819 and 2845 of the Civil Code of the State of California.

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

INFORMATION ONLY, NOT TO BE COMPLETED WITH BID
(to be completed by the local agency upon award of the contract)

IN WITNESS WHEREOF, the above bounden parties have signed this instrument under their seals this 17th day of May, 2012, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)



Granite Construction Company
Principal


Signature for Principal

Jigisha Desai, Vice President
Title of Signatory

(SEAL)

Federal Insurance Company*
Surety


Signature of Surety

Kathleen Schreckengost
Signature of Surety

Attorney-in-Fact
Title of Signatory

(The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public, and this bond must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact. This bond must be submitted in sets of four, each bearing original signatures.)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

On May 17, 2012

Date

before me, M. I. Barron

Here Insert Name and Title of the Officer

personally appeared Kathleen Schreckengost, Attorney-in-Fact

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

M.I. Barron

Signature of Notary Public

M. I. Barron



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

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

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Jigisha Desai, John D. Gilliland, Catherine Gustavson, Cynthia P. Johnson and Kathleen Schreckengost 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 29th day of September, 2011.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this 29th day of September, 2011 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 David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



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

Notary Public

CERTIFICATION

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

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, 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 May 17, 2012



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.
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. 224012

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint John D. Gilliland, Jigisha Desai, Cynthia P. Johnson, Kathleen Schreckengost, and Catherine Gustavson of the City of Watsonville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of December, 2011.

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

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



State of Connecticut

City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 7th day of December, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2016.



[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., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this May 17, 2012



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. 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 FRANK E. MARTIN, JR., Vice President, and ERIC D. BARNES, 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 **Jigisha DESAI, Catherine GUSTAVSON, Cynthia P. JOHNSON, Kathleen SCHRECKENGOST and John D. GILLILAND**, 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 Jigisha DESAI, John D. GILLILAND, Ananya MUKHERJEE, Eve PEREZ dated March 4, 2009.

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 Company, 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, as of this 21st day of September, A.D. 2011.

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

ATTEST:



Eric D. Barnes

Frank E. Martin Jr.

Eric D. Barnes

Assistant Secretary

Frank E. Martin, Jr. Vice-President

State of Maryland }
County of Baltimore } ss:

On this 21st day of September, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN, JR., Vice President, and ERIC D. BARNES, 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 Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Companies, and that the said Corporate Seal 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.



Constance A. Dunn

Connie A. Dunn *Notary Public*
My Commission Expires: July 14, 2015

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

“Article VI, Section 2. The Chairman of the Board, or the President, or 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 judgements, 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, or 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 judgements, 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 10th 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 May 17, 2012



Gerald F. Haley

Gerald F. Haley

Secretary