

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
GRANITE CONSTRUCTION COMPANY

Licensed since January 10, 1964

License No. **0008079**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

- MICHAEL FUTCH, Vice President
- MARK EDWARD BOITANO, Vice President
- WILLIAM E BARTON, Vice President
- MICHAEL FRANCIS DONNINO, Vice Presir
- WILLIAM G DOREY, Director
- JAMES HILDEBRAND ROBERTS, Qualiflex
- JAMES HILDEBRAND ROBERTS, Presider

A-GENERAL ENGINEERING

LIMIT: Unlimited
EXPIRES: 01/31/2014


Chairman, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN:

GRANITE CONSTRUCTION COMPANY
P O BOX 50085
WATSONVILLE CA 950775085

LIC. NO. **0008079**
EXPIRES: **01/31/2014**

LIMIT **Unlimited**
Class: **A**

STATE OF NEVADA
STATE CONTRACTORS BOARD
9670 Gateway Drive, Suite 100 Reno, Nevada 89521
2310 Corporate Circle, Suite 200 Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$ _____ to cover the cost of _____ additional pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

GRANITE CONSTRUCTION COMPANY
P O BOX 50085
WATSONVILLE CA 950775085



NEVADA STATE CONTRACTORS BOARD

8670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110
www.nscb.nv.gov

February 14, 2012

James Roberts, President
GRANITE CONSTRUCTION COMPANY
P.O. Box 50085
Watsonville CA 95077-5085

Re: License No. 50196
Classification B- General Building

Dear Mr. Roberts:

Your application for change of corporate officers for the referenced license has been approved. The officers are as follows:

Michael Donnino Vice President/ Assistant Secretary/ Manager
James Roberts President/ Chief Executive Officer
William Dorey Director

If any changes in the above-stated corporate officers occur, you are required to file a change of officer application within 30 days.

You will receive a new license certificate under separate cover.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacy Felts", is written over a horizontal line.

Stacy Felts,
Licensing Analyst

Cc: Susan Broili-Kamesch, Licensing Supervisor
License File No. 50196



**CITY OF CARSON CITY
Business License Division
108 E. Proctor St.
Carson City, NV 89701
(775) 887-2105**

LICENSE RECEIPT

GRANITE CONSTRUCTION COMPANY
1900 GLENDALE AVE

SPARKS NV 89431

License Number: 13-00004125
Expiration Date: December 31, 2013
Business Location: 5855 SHEEP DR

GRANITE CONSTRUCTION CO.
JAN 15 2013
SPARKS BRANCH

IMPORTANT INFORMATION

- This license constitutes a receipt for the payment of a license required by Carson City Municipal Code Title 4 to engage in, carry on, or conduct, in this city, the business, trade, calling, or profession described on the license.
- Licenses are NON-TRANSFERABLE.
- Any changes to the business information should be reported immediately to the Business License division.
- The holder of this license must comply with all Carson City Municipal Code rules and regulations.



**CITY OF CARSON CITY
BUSINESS LICENSE DIVISION
108 E. Proctor St.
Carson City, NV 89701
(775) 887-2105**

**This license is not transferable.
POST IN A CONSPICUOUS PLACE**

GRANITE CONSTRUCTION COMPANY
1900 GLENDALE AVE

SPARKS NV 89431

Business Location: 5855 SHEEP DR
Nature of Business: GENERAL ENGINEERING

License Number: 13-00004125
License Expiration Date: December 31, 2013
Date Issued: January 14, 2013

License renewal is the responsibility of the license holder and must be renewed prior to the expiration date to avoid penalties.



NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-24-0025

GRANITE CONSTRUCTION CO. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER 8079 ORIGINAL ISSUE DATE: 01/10/1964 BUSINESS TYPE: CORPORATION CLASSIFICATION: A - GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON FEBRUARY 1, 2013 AND EXPIRES ON JANUARY 31, 2014, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias

NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI GREIN, EXECUTIVE OFFICER

1/28/2013

DATE

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance with NRS 338.147 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

BID PROPOSAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We Granite Construction Company
as Principal, hereinafter called Contractor, and Federal Insurance Company

a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$ Five Percent (5%) of the bid amount ~~250,000~~

(state sum in words)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, identified as **BID # 1213-113** and titled "East Long St. Pedestrian Improvements".

NOW, THEREFORE if the City shall accept the bid of the Principal and the Principal shall enter into a contract with the City in Accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Bid Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the City the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the City may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

(Seal)



Executed on this 8th day of March 2013

Signature of Principal: [Signature]

Title: Chief Estimator

Firm: Granite Construction Company

Address: 585 West Beach Street

City/State/Zip Code: Watsonville, CA 95076

Written Name of Principal: Chris Burke

ATTEST NAME

Signature of Notary: [Signature]

Subscribed and sworn before me this 8th day of March 2013

(printed name of notary) TERRY LONG
Claims Under this Bond May be Addressed to:

Notary Public for the State of Nevada
Nevada Resident Agent Information
Complete for out of state bonding companies

Name of Surety Federal Insurance Company

Address 15 Mountain View Road

City Warren

State/Zip Code New Jersey, 07059

Name Cynthia P. Johnson

Title Attorney-in-Fact

Phone (908) 903-3484

Surety's Acknowledgement [Signature]

Name of Local Agent Aon Risk Solutions

Address 2720 South Arville Street, Suite 115

City Las Vegas

State/Zip Code NV, 89118

Agent's Name Thomas S. Branigan

Agent's Title Attorney-in-Fact

Agents Phone (213) 630-3348

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for services of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Santa Cruz }

On 03/8/13 before me, M.I. Barron Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Cynthia P. Johnson, Attorney-in-Fact
Name(s) of Signer(s)

Federal Insurance Company

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 Notary Public

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: _____

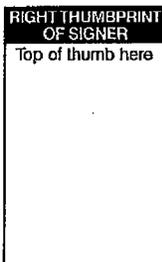
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

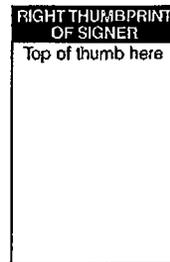
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



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 **03/8/13**



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

BID # 1213-113

BID TITLE: East Long St. Pedestrian Improvements

NOTICE: No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

PRICES will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

~~A COPY OF CONTRACTOR'S "CERTIFICATE" of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.~~

COMPLETION of this project is expected **PURSUANT TO THE BID DOCUMENTS.**

BIDDER acknowledges receipt of Two (2) Addendums.

SUMMARY

| | Description | Scheduled Value | Unit | Unit Price | Total Price |
|--------|--|-----------------|------|---------------------------------------|---------------------------------------|
| | Base Bid Items - Schedule A | | | | |
| BP. 1 | Mobilization, Demobilization and Clean-up | 1 | LS | 7023 ⁵⁰ / ₁₀₀ | 7023 ⁵⁰ / ₁₀₀ |
| BP. 2 | Stormwater Protection (SC. 4.5.3) | 1 | LS | 2000 ⁰⁰ / ₁₀₀ | 2000 ⁰⁰ / ₁₀₀ |
| BP. 3 | Traffic Control (SC. 4.5.4) | 1 | LS | 10,000 ⁰⁰ / ₁₀₀ | 10,000 ⁰⁰ / ₁₀₀ |
| BP. 4 | Removal of Existing Improvements (SC. 4.5.5) | 1 | LS | 90,000 ⁰⁰ / ₁₀₀ | 90,000 ⁰⁰ / ₁₀₀ |
| BP. 5 | Install No. 7 Fiber Optic Pull Box (SC 4.5.6) | 2 | EA | 1,000 ⁰⁰ / ₁₀₀ | 2,000 ⁰⁰ / ₁₀₀ |
| BP. 6 | Install Twin 4" Fiber Optic Conduits (SC 4.5.7) | 190 | LF | 45 ⁰⁰ / ₁₀₀ | 8550 ⁰⁰ / ₁₀₀ |
| BP. 7 | Construct Type A PCC Sidewalk (SC 4.5.8) | 6,640 | SF | 6 ⁰⁰ / ₁₀₀ | 39,840 ⁰⁰ / ₁₀₀ |
| BP. 8 | Construct Type 1 PCC Curb and Gutter (SC 4.5.9) | 1,295 | LF | 25 ⁰⁰ / ₁₀₀ | 32,375 ⁰⁰ / ₁₀₀ |
| BP. 9 | Construct Residential Type 1 Driveway Apron (includes C&G) (SC 4.5.10) | 2,865 | SF | 7 ⁰⁰ / ₁₀₀ | 20,055 ⁰⁰ / ₁₀₀ |
| BP. 10 | Construct Commercial Type 1 Driveway Apron (includes C&G) (SC 4.5.11) | 1,155 | SF | 8 ⁰⁰ / ₁₀₀ | 9,240 ⁰⁰ / ₁₀₀ |
| BP. 11 | Construct Type 1 PCC Retaining Curb (not including curb ramps) (SC 4.5.12) | 154 | LF | 20 ⁰⁰ / ₁₀₀ | 3,080 ⁰⁰ / ₁₀₀ |
| BP. 12 | Construct PCC Valley Gutter & Spandrel (SC 4.5.13) | 752 | SF | 10 ⁰⁰ / ₁₀₀ | 7,520 ⁰⁰ / ₁₀₀ |
| BP. 13 | Construct 3/4" Angular Rock Transition (SC 4.5.14) | 1 | LS | 550 ⁰⁰ / ₁₀₀ | 550 ⁰⁰ / ₁₀₀ |
| BP. 14 | Construct Curb Ramp (includes adjacent retaining curb) (SC 4.5.15) | 200 | SF | 30 ⁰⁰ / ₁₀₀ | 6,000 ⁰⁰ / ₁₀₀ |
| BP. 15 | Construct Permanent AC Pavement Patch (4" AC on 9" Agg. Base) (SC 4.5.16) | 3,791 | SF | 6 ⁵⁰ / ₁₀₀ | 24,641 ⁵⁰ / ₁₀₀ |

BID PROPOSAL

| | | | | | |
|--------|--|---|-----|-------------------|-----------------------|
| BP. 16 | Relocate Existing Street Sign (SC 4.5.17) | 3 | EA | 450 ⁰⁰ | 1350 ⁰⁰ |
| BP. 17 | Adjust Existing Sanitary Sewer Cleanout Rim (SC 4.5.18) | 1 | EA | 100 ⁰⁰ | 100 ⁰⁰ |
| BP. 18 | Adjust Existing Storm Drain Drop Inlet Rim (SC 4.5.19) | 1 | EA | 150 ⁰⁰ | 150 ⁰⁰ |
| BP. 19 | Removal and Restoration of Existing Fencing, Landscaping, and Modifications to Irrigation System, Force Account Work with Amount Set by Carson City at Ten-Thousand Dollars (\$10,000) (SC 4.5.20) | 1 | EST | \$10,000 | 10,000 ⁰⁰ |
| BP. 20 | SUBTOTAL SCHEDULE A | | | | 275,275 ⁰⁰ |
| BP. 21 | Total Base Bid Price(SCHEDULE A) | | | | 275,275 ⁰⁰ |

BP.22 Total Base (SCHEDULE A) Bid Price Written in Words:

TWO HUNDRED SEVENTY FIVE THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS
AND ZERO CENTS

BID PROPOSAL

BP.23 BIDDER INFORMATION:

Company Name:

| | |
|---------------------------------|-----------------------|
| Federal ID No.: | 94-0519552 |
| Mailing Address: | P.O. Box 50085 |
| City, State, Zip Code: | Watsonville, CA 95077 |
| Complete Telephone Number: | 831-724-1011 |
| Complete Fax Number: | 831-768-4021 |
| Fax Number including area code: | 831-724-1011 |
| E-mail: | sam.lair@gcinc.com |

Contact Person / Title:

| | |
|----------------------------|--------------------|
| Mailing Address: | 1900 Glendale Ave |
| City, State, Zip Code: | Sparks, NV 89431 |
| Complete Telephone Number: | 775-358-8792 |
| Complete Fax Number: | 775-355-3427 |
| E-mail Address: | sam.lair@gcinc.com |

BP.24 LICENSING INFORMATION:

| | |
|---|------------------------------------|
| Nevada State Contractor's License Number: | 008079 |
| License Classification(s): | A |
| Limitation(s) of License: | Unlimited |
| Date Issued: | January 10, 1964 |
| Date of Expiration: | January 31, 2014 |
| Name of Licensee: | Granite Construction Company |
| Carson City Business License Number: | 12-00015665 13-00004125 |
| Date Issued: | 2/14/2013 |
| Date of Expiration: | 12/31/13 |
| Name of Licensee: | Granite Construction Company |

BID PROPOSAL

BP.25 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

| | |
|------------------------|-----|
| Owner 1) Name: | N/A |
| Address: | |
| City, State, Zip Code: | |
| Telephone Number: | |
| | |
| Owner 2) Name: | |
| Address: | |
| City, State, Zip Code: | |
| Telephone Number: | |
| | |
| Other 1) Title: | |
| Name | |
| | |
| Other 2) Title: | |
| Name: | |

Corporation:

| | |
|---|------------------------------|
| State in which Company is Incorporated: | California |
| Date Incorporated: | January 4, 1922 |
| Name of Corporation: | Granite Construction Company |
| Mailing Address | P.O. Box 50085 |
| City, State, Zip Code: | Watsonville, CA 95077-5085 |
| Telephone Number: | 831-724-1011 |
| President's Name: | James H. Roberts |
| Vice-President's Name: | See Attachment "A" |
| Other 1) Name & Title: | |

GRANITE CONSTRUCTION COMPANY

List of Officers

| Name | Present Office Position |
|------------------------|---|
| Roberts, James H. | President Chief Executive Officer |
| Donnino, Michael F. | Senior Vice President Group Manager Assistant Secretary |
| Desai, Jigisha (NMN) | Vice President Treasurer Assistant Financial Officer Assistant Secretary |
| Watts, Richard A. | Senior Vice President General Counsel Corporate Compliance Officer Secretary |
| Case, Thomas S. | Senior Vice President Operations Services Manager Assistant Secretary |
| Franich, John A. | Senior Vice President Group Manager Assistant Secretary |
| Richards, James D. | Senior Vice President Group Manager Assistant Secretary |
| Krzeminski, Laurel J. | Senior Vice President Chief Financial Officer Assistant Secretary |
| Marshall, Kent H. | Vice President Director of Development & Strategy Assistant Secretary |
| Wolcott, Scott D. | Vice President of Land and Quarry |
| Gatto, Ronald L. | Vice President Controller Assistant Financial Officer Assistant Secretary |
| DeCocco, Philip M. | Senior Vice President of Human Resources Assistant Secretary |
| Blackburn, Nicholas B. | Director of Corporate Taxation Assistant Secretary |
| Smith, Kenneth M. | Group Counsel Assistant Secretary |
| Jasper, Jason M. | Group Counsel Assistant Secretary |
| Lenhardt, Heather J. | Group Counsel Assistant Secretary |

(NMN) = No Middle Name

a Attachment "A"

BID PROPOSAL

BP.26 MANAGEMENT AND SUPERVISORY PERSONNEL:

| Persons and Positions | Years With Firm |
|----------------------------|-----------------|
| Name 1) See Attachment "B" | |

Title 1)

| | |
|---------|--|
| Name 2) | |
|---------|--|

Title 2)

| | |
|---------|--|
| Name 3) | |
|---------|--|

Title 3)

| | |
|---------|--|
| Name 4) | |
|---------|--|

Title 4)

| | |
|---------|--|
| Name 5) | |
|---------|--|

Title 5)

| | |
|---------|--|
| Name 6) | |
|---------|--|

Title 6)

(If additional space is needed, attach a separate page)

GRANITE CONSTRUCTION COMPANY

Nevada Branch

CONSTRUCTION EXPERIENCE OF KEY PERSONNEL

* Employee of Parent Company. These employees also oversee Granite Construction Company projects.

| NAME | YEARS OF EXPERIENCE | MONETARY VALUE OF WORK | TYPE OF WORK | JOB CAPACITY |
|-------------------|---------------------|------------------------|----------------|--------------|
| Chris Burke | 14 | Over \$ 150 M | A,G,P | PM |
| Dan Caldwell | 7 | Over \$ 75 M | A,P | PE |
| Matt Cates | 11 | Over \$100 M | A,G,P | PM |
| Rod Cooper * | 36 | Over \$ 1.5 B | A,B,C,E,F,G,H | BM |
| Erik Eigenman | 17 | Over \$ 60 M | A,P | PE |
| Ersan Eldeklouglu | 8 | Over \$ 75 M | A,B,E, G,H,I,P | PE |
| Ryan Floyd | 15 | Over \$ 50 M | A,B,P,G,K,E | PE |
| Jason Fritz | 7 | Over \$ 40 M | A,K,P | PE |
| Donavin Greenwell | 26 | Over \$ 750 M | A,B,J,O | Supt |
| Will Hellickson | 12 | Over \$ 600 M | A,C,G,I,N,P | PM |
| Caleb Juve | 17 | Over \$300 M | A,B,E,G,I | PM |
| Samuel Lair | 34 | Over \$ 1 B | A,B,E,G,I,O | PM |
| Kirk McIntosh | 15 | Over \$ 50 M | A,B,E | PE |
| Chase McQuillen | 6 | Over \$25 M | A,P | PE |
| John Morrow | 34 | Over \$ 1 B | A,E,G,I,N,P | Supt |
| John O'Day | 18 | Over \$200 M | A,E,I | PM |

GRANITE CONSTRUCTION COMPANY

Nevada Branch

CONSTRUCTION EXPERIENCE OF KEY PERSONNEL

* Employee of Parent Company. These employees also oversee Granite Construction Company projects.

| NAME | YEARS OF EXPERIENCE | MONETARY VALUE OF WORK | TYPE OF WORK | JOB CAPACITY |
|-------------------|---------------------|------------------------|--------------|--------------|
| Taylor Polan | 6 | Over \$ 75 M | A,P | PE |
| Marty Powers | 12 | Over \$ 50 M | A,B | PE |
| Brian Roll | 19 | Over \$ 750 M | A,B,E,G | PM |
| Patrick Rucker | 3 | Over \$ 10 M | G, M | PE |
| Shawn St. Jacques | 6 | Over \$ 8 M | A,P | PE |
| Terry Willsey | 25 | Over \$750 M | P | PM |

| | | | |
|--------------------|-------------------------|--------------------------------|----------------------------------|
| A. Highways | I. Railroad | AM. Area Manager | PE. Project Engineer |
| B. Structures | J. Building | BM. Branch Manager | QC. Quality Control |
| C. Dams | K. Power Plants | ABM. Asst. Branch Manager | Supt. Superintendent |
| D. Tunnels | L. Refining | PM. Project Manager | Safety. Safety Engineer |
| E. Pipelines | M. Environmental | CM. Construction Manager | RCE. Reg. Civil Engineer |
| F. Safety | N. Mining | EST. Estimator | OM. Operations Manager |
| G. Airports | O. Water Treatment | CEST. Chief Estimator | EM. Estimating Manager |
| H. Marine | P. Sitework | | Eng Svcs Mgr. . Eng Services Mgr |

BID PROPOSAL

BP.27 REFERENCES:

Instructions:

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Clients: (if additional space is needed attach a separate page)

| |
|--|
| Company Name 1): See Appendix "C" |
| Contract Person: |
| Mailing Address: |
| City, State, Zip Code: |
| Complete Telephone Number: |
| E-Mail Address: |
| Project Title: |
| Amount of Contract: |
| Scope of Work: |
| |
| Company Name 2): |
| Contract Person: |
| Mailing Address: |
| City, State, Zip Code: |
| Complete Telephone Number: |
| E-Mail Address: |
| Project Title: |
| Amount of Contract: |
| Scope of Work: |
| |
| |

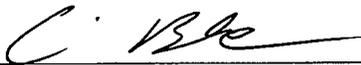
BID PROPOSAL

| |
|----------------------------|
| Company Name 3): |
| Contract Person: |
| Mailing Address: |
| City, State, Zip Code: |
| Complete Telephone Number: |
| E-Mail Address: |
| Project Title: |
| Amount of Contract |
| Scope of Work: |
| |
| Company Name 4): |
| Contract Person: |
| Mailing Address: |
| City, State, Zip Code: |
| Complete Telephone Number: |
| E-Mail Address: |
| Project Title: |
| Amount of Contract: |
| Scope of Work: |

BID PROPOSAL

BP. 28 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
 - b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.



 Signature of Authorized Certifying Official
 Chris Burke

 Printed Name

Chief Estimator

 Title
 03/15/13

 Date

I am unable to certify to the above statement. My explanation is attached.

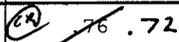
N/A

 Signature

 Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

| Year | "E-Mod" Factor ¹ | OSHA Incident Rate ² |
|----------------------|---|---------------------------------|
| 2008 2011 | .73 | 1.7 |
| 2007 2010 |  .72 | 2.2 |

¹ E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

² OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

GRANITE CONSTRUCTION COMPANY
2011 Complete Jobs Greater than \$3 Million

| Job Number | Name and Address of Owner | Name, Location of Project, and Kind of Work | Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available). | Contract Amount | Contract Start Date | Actual Completion Date |
|------------|---|---|--|-----------------|---------------------|------------------------|
| 201173 | University of California Santa Cruz Physical Planning & Construction 1156 High Street, Barn G Santa Cruz, CA 95064 | UCSC McHenry Library Renovation Contract #: 1810-101 Santa Cruz, CA University campus sitework. Work included: site demolition, erosion control, earthwork (22,250 SF finished subgrade, 2,200 of curb backfill, and 4,482 SF landscape grading), 12,000 CY lime treatment, 2,390 TN structural backfill, placement of 1,356 TN aggregate base, 373 TN AC paving, 1,080 LF AC dike, signage and striping. | Bowman & Williams, Civil Engineer (831) 426-3560 | 4,756,963 | 5/1/2008 | 5/31/2011 |
| 202547 | CA Department of Transportation Office Engineer, MS 43 1727 30th Street Sacramento, CA 95816 | Hwy 101 Left Turn @ Hammett Rd Contract #: 05-0E4704 / SARRA-Q101(151)E Salinas, CA Installation of left turn channelization lane, including: 100,015 SF asphalt grinding; 6,077 SY cold planting; 16,498 CY roadway excavation; 6,988 LF of 18", 24" & 30" storm drainage system; 6 ea concrete catch basins; 11,684 TN aggregate base; 23,308 HMA AC; QC/QA; signage and striping. | Tyler Lavering (831) 375-1621 tyler.lavering@dot.ca.gov | 4,285,000 | 8/10/2009 | 4/11/2011 |
| 202579 | County of Santa Cruz 701 Ocean Street, Room 410 Santa Cruz, CA 95060 | SCR 2010 Cape Seal & Overlay Contract #: ESPL-5936(081) / CW93625 Santa Cruz County, CA County-wide roadway rehabilitation, including: 4,000 cy roadway excavation; 396,659 SF pavement grinding; 41,125 SY engineered pavement mat; 6,747 TN Class 2 aggregate base; 24,128 TN Type A asphalt concrete; 115,188 SY scrub seal & 115,188 SY Type II slurry seal; 376 TN shoulder backing; utility adjustment; and pavement striping. | Russel Albrecht (831) 454-2160 (831) 454-2385 (F) | 3,427,190 | 8/3/2010 | 4/29/2011 |
| 202548 | Sacramento Water Treatment Agency 827 7th Street Sacramento CA 95814 | Vineyard Water Treatment Plant Contract #: 3926 Sacramento, CA Structural excavation, earthwork, site grading, subgrade, egg base, concrete curbs / curb & gutter, AC paving, AC coloring & stamping, striping | Chris Rutherford (916) 789-0944 (916) 789-0959 (F) | 8,817,000 | 4/21/2008 | 12/31/2011 |
| 202583 | CA Department of Transportation 11323 Sanders Drive Fanchon Cordova, CA 95742 | Highway 50 Bonded Wearing Project Contract #: 03-3M5504 Siskiyou County, CA This project consisted of milling and repaving digout areas, a Bonded Wearing Course overlay over the entire project, Metal Beam Guardrail, and striping. | Brandon Miller (530) 919-7946 brandon_miller@dpt.ca.gov | 3,334,000 | 7/1/2010 | 10/28/2011 |
| 202592 | USDA Forest Service Rogue River-Siskiyou National Forest 3040 Biddle Road Medford, OR 97504 | Blue Ledge Mine Removal Action Contract #: None Rogue River-Siskiyou National Forest Excavation and embankment work at an inactive underground copper mine on the Rouge River. Project included rip rap and hazardous waste. | Peter A. Jones, Reg. 6 Coord. (541) 951-1429 645 Washington St. Ashland, OR 97520 | 8,051,000 | 6/28/2010 | 10/28/2011 |
| 202598 | Sacramento Municipal Utility Dist PO Box 15830 Sacramento, CA 95852 | Machida Import Grading Project Contract #: None Sacramento, CA This project consisted of milling and repaving digout areas, a Bonded Wearing Course overlay over the entire project, Metal Beam Guardrail, and striping. | Glen Shuder (916) 732-5565 (916) 732-6049 (F) Gshuder@smud.org | 5,408,510 | 11/1/2010 | 11/4/2011 |

GRANITE CONSTRUCTION COMPANY
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| Job Number | Name and Address of Owner | Name, Location of Project, and Kind of Work | Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available) | Contract Amount | Contract Start Date | Actual Completion Date |
|------------|---|--|--|-----------------|---------------------|------------------------|
| 205608 | Central Valley Gas Storage LLC, NICOR PO Box 632 Aurora, IL 60568 | Central Valley Gas Paving Contract #: ASMR-9-K001 / 1471 Sacramento, CA This project consisted of striping 22,500 CY of existing topsoil, 62,700 CY of existing soil to a depth of 3 FT., supplying, placing, compacting and finishing 95,000 tons of imported engineered fill, construction of buffer fence berms and placing 4500 tons of class 2 aggregate base. | Chris Lamar (630) 355-4041 (630) 353-7777 (F) | 3,892,644 | 4/5/2011 | 12/19/2011 |
| 207118 | City of Santa Paula PO Box 569 Santa Paula, CA 93060 | Santa Paula Branch Bike Trail Project#52; Contract#1-10064 Santa Paula, CA Construction of new bike trail for 2 miles between Peck Road and 12th Street. Work includes AC bike path, utilities and appurtenances. | Brian Vanez, Dir. Of Public Works (805) 933-4212 (805) 525-6278 PW@ci.santa-paula.ca.us | 3,805,147 | 3/7/2011 | 12/1/2011 |
| 207122 | Santa Maria Public Airport District 3217 Terminal Drive Santa Maria, CA 93455 | S/M Airport Runway 12 & Taxiway Contract#: APs 3-06-0237-30;3-06-0237-31 Santa Maria Airport Extension of Runway 12 and Taxiway A. Work included earthwork, grading, hydroseeding and P-209 base, sub base. Demolition of existing AC and PCC pavements. Construction of new and modified drainage facilities. Modification of existing utilities. Service road marking and striping. Taxiway Pavement and marking. Joint and crack sealing of existing Runway 12-30. | John Smith (805) 466-5660 john@bartaglia-engineering.com | 3,564,503 | 10/18/2010 | 10/30/2011 |
| 207133 | CA Department of Transportation 1727 30th Street Sacramento, CA 95816 | HWY 101 Gavitoa Overlay Project Contract#: 05-0T6104 Gavitoa, CA Grind and Overlay 6 miles of Highway 101 from 0.9 miles south of Gavitoa Tunnel to 0.1 mile north of Old Coast Highway. Grind 306,000 SY, repave with AC 21, 100 TN. Performed roadway restriping and installed new rumble strip. | David Beard, P.E. (805) 549-3318 david.beard@dot.ca.gov | 4,420,454 | 7/5/2011 | 9/7/2011 |
| 207791 | CA Department of Transportation Office Engineer, MS 43 1727 30th Street Sacramento, CA 95816 | HWY 101 & 41 Interchange Contract#: 05-4Q2804 Assacadero, CA Replace two existing Highway 101 two lane steel girder bridges with one eight lane box girder bridge. Surcharge existing and new embankments prior to abutment construction. Construct new on ramp and reconstruct three other on/off ramps. Drainage improvements consist of 18", 24" & 36" RCP, 12" & 18" CSP, drainage inlets and headwalls. 20,000 tons of AC paving. | Rick Silva - RE (805) 228-8279 rick_silva@dot.ca.gov | 16,708,517 | 10/15/2007 | 2/8/2011 |
| 208057 | CA Department of Transportation 1727 30th Street Sacramento, CA 95816 | HWY 99 Rio Bonito Contract#: 03-366904 Sacramento County, CA Roadway widening and overlay project on highway 99 near Biggs. Work consists of grading, paving, drainage, electrical, excavation, aggregate base, dense grade AC, open grade AC and striping. | Al Coburn (530) 534-9046 (530) 534-7197 (F) al_coburn@dot.ca.gov | 7,954,898 | 8/3/2009 | 11/30/2011 |
| 208064 | City of Chico 411 Main Street Chico, CA 95928 | Route 99 / Skyway Interchange Contract#: MAJGC/16036-300-4150 Chico, CA Earthwork, grading, aggregate base, paving (type A & type O), concrete curb, gutter & sidewalk, underground drainage utilities, retaining walls, concrete damo, k-rail, signal & lighting installation, sign structures, concrete barrier, MGBR, slurry seal, striping, landscaping, hydroseeding. | Bob Greenlaw, Sr. Civil Engineer (530) 879-6930 (530) 895-4899 (F) | 6,289,671 | 4/15/2010 | 10/27/2011 |

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|------------|--|---|---|-----------------|---------------------|------------------------|
| 211705 | City of Lancaster 44933 North Fern Avenue Lancaster, CA 93534 | Street Resurfacing Phase 2 Contract #: 09-014 Lancaster, CA Repair and resurface 52 miles of City streets with new asphalt pavement. Streets resurfaced include 40th Street West, Avenue K, and 60th Street West. Work included recycled asphalt, aggregate base, AC paving, minor concrete. | Jon Cantrell (661) 945-6862 jcantrell@cityoflancastrca.org | 4,330,661 | 10/17/2009 | 1/31/2011 |
| 211711 | U S Army Corps of Engineers P.O. Box 326 Edwards, CA 93523 | Edwards AFB IDIQ Contract#: W912PL-09-D-0032 *ISS 162131** Edwards, CA This contract is for miscellaneous maintenance on a military installation. Fourteen task orders were awarded. The scope for the existing road was to pulverize the existing AC, use the recycled AC for the base. The scope for the new road was to use recycled AC from a previously generated stockpile of AC Grindings/Millings. We ended up Cement Treating a section of roadway that was "pumping". We were able to change the scope around and stay within budget even though the original scope did not include Cement Treating. We also installed additional storm drain and striped all of the new AC. | Ken Crawford (661) 277-3509 kenneth.crawford@edwards.af.mil | 7,931,552 | 7/27/2009 | 5/27/2011 |
| 211726 | U S Army Corps of Engineers P.O. Box 326 Edwards, CA 93523 | Edwards AFB IDIQ Contract #: W912PL-09-D-0032 Edwards, CA This contract is for miscellaneous maintenance on a military installation. Reconstructing a parking lot with over 900 parking stalls at Loma Linda VA Hospital, Granite was allowed to close only small portions of the parking lot at a time and normally worked Friday through Monday to minimize the impacts to the VA customers. This took a great deal of coordination with the VA Hospitals Public Affairs person, the VA Hospital police and the Corps of Engineers. Every Wednesday we would meet and decide on the best way to facilitate the work. This took substantial traffic control means and methods as we not only dealt with the traveling public through our work but an enormous amount of pedestrian traffic as well. | Ken Crawford USAF (661) 277-3509 kenneth.crawford@edwards.af.mil Matt McKenna (661) 277-7581 Matthew.G.McKenna@usace.army.mil | 5,232,130 | 8/14/2010 | 12/1/2011 |
| 211730 | CA Department of Transportation 464 West Fourth Street, Suite 354 San Bernardino, CA 92401 | SR58 Kramer Junction Widening Project Contract #: 09-0E8504 San Bernardino County, CA Road widening and realigning a 13 mile segment of SR-58 near the Kramer Junction intersection with US 395. This section of highway increased from 2 lanes of highway to 4. Work involved coordination with railroads, at grade signalization and HMA overlay. | Taghreed Al-Khateeb, RE (951) 232-7792 (760) 843-5843 (F) taghreed_al-khateeb@dol.ca.gov | 11,466,163 | 4/18/2011 | 8/19/2011 |
| 2122028 | County of Kern 2700 M Street Suite 400 Bakersfield, CA 93301 | 7th Standard Road Phase 2 Contract #: 10011 Kern County, CA Construction a separation grade (overpass) on Seventh Standard Road at the BNSF Railroad crossing between Santa Fe Way and Coffee Road. Road widening, construction of new box girder bridge over 3 canals. | John Palmer (661) 862-8980 Bakersfield, CA 93301 roads@co.kern.ca.us | 12,263,806 | 3/15/2010 | 9/27/2011 |
| 2122052 | CA Department of Transportation 1727 30th Street Sacramento, CA 95816 | Highway 203 Mammoth Lake Overlay Contract #: 09-346904 / ACS/TP-203(010)E Mammoth Lakes, CA Project consisted of pavement grinding 11' (334,000 SY) of existing AC. Placement .11' (25,300 TN) of HMA Type A with Warm Mix asphalt overlay. | Joe Blommer, RE (760) 848-7906 Fax# not available joe_blommer@dot.ca.gov | 3,652,879 | 7/25/2011 | 10/22/2011 |

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| Job Number | Name and Address of Owner | Name, Location of Project, and Kind of Work | Name of Engineer in Charge (Owner), (if available), (Phone, Fax, and E-mail) | Contract Amount | Contract Start Date | Actual Completion Date |
|------------|--|---|---|-----------------|---------------------|------------------------|
| 2122069 | CA Department of Transportation 1727 30th Street Sacramento, CA 95816 | Highway 395 & Obsidian Dome Road Project Contract #: 09-343404 Lee Vining, CA Project consisted of performing Cold In-Place Recycling (.34' x 122,000 SY) of RHMA roadway on HWY 395 near Lee Vining, CA from SR 158 North to Obsidian Dome Road. The CIR was then overlaid 2' with HMA (26,900 TN) along with 9,950 LF of Type E Dike. | Joe Blommer, RE (760) 648-7906 Fax# not available joe_blommer@dot.ca.gov | 3,449,088 | 6/6/2011 | 8/26/2011 |
| 2122072 | CA Department of Transportation 1727 30th Street Sacramento, CA 95816 | Highway 43 Shafter Overlay Project Contract #: 06-460004 Kern County, CA Construction on State Highway 43 in Wasco and Shafter from .3 mile north of Los Angeles Street to Route 46. Work involved placement of HMA (Type G) on existing surface, traffic controls system, electrical and signalization, striping and lighting. | Halder Haddadin, RE (559) 243-3599 (559) 243-3881 (F) halder_haddadin@dot.ca.gov | 5,808,054 | 4/11/2011 | 7/22/2011 |
| 2122091 | CA Department of Transportation 1727 30th Street Sacramento, CA 95816 | Highway 65 HMA Overlay Contract #: 06-0E0604 Kern County, CA Removal and replacement of HMA in Kern County near Bakersfield from Route 65/99 grade separation to .1 mile north of 7th Standard Road. | Blas Martinez, RE 559-917-2597 Fax# not available blas_martinez@dot.ca.gov | 5,316,947 | 9/1/2011 | 12/27/2011 |
| 214619 | US Department of Transportation 12300 W. Dakota Avenue, Suite 360 Lakewood, CO 80228 | Wawona Road Reconstruction Contract #: DTFH68-10-C-00013 Yosemite National Park, Madera County, CA Road Reconstruction - Includes the pulverization and overlay of 24.4 miles of road in Yosemite National Park. Project included constructing concrete curb and sidewalk, constructing concrete bus pads, removing asphalt concrete roadway surfacing by pulverization, preparing sub-grade materials for new pavement structural sections, placing and compacting aggregate base material, placing hot mix asphalt overlays, adjusting utility facilities, installing signs, applying painted traffic stripes and pavement markings. | Brent Nagen (720) 963-3424 Fax# not available brent.nagen@dot.gov | 18,629,188 | 5/3/2010 | 5/23/2011 |
| 214625 | CA Department of Transportation 1727 30th Street Sacramento, CA 95816 | Highway 41 Ramp Metering Project Contract #: 06-0E9704 Fresno, CA On Ramp Widening and signalization at 4 Locations along Hwy 41 in Fresno. Approximately 2800 LF of Type 1 Retaining Wall on 2 locations. All 4 freeway on-ramps were reconstructed, signalized, new fiber optic and electrical backbone installation along with concrete and metal barrier rails. Project also included minor drainage improvements. | Mark Mejoni (559) 243-3543 (559) 243-2345 (F) | 4,026,000 | 6/7/2010 | 9/30/2011 |
| 214638 | County of Fresno 2220 Tulare St. Sixth Floor Fresno, CA 93721 | Fresno County Overlay Contract #: 10-28-C Fresno, CA Grind conforms at eight locations and full depth grinding of .15' at four locations. Place a .15' or .20' asphalt overlay on the twelve different locations amounting to approximately sixty thousand tons. Apply painted striping, thermo marking, reflective pavement markers, and new loop detectors. | Elna Ogden (559) 905-8449 Fax# not available eogden@co.fresno.ca.us | 5,207,000 | 6/20/2011 | 8/1/2011 |

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|------------|---|--|---|-----------------|---------------------|------------------------|
| 214639 | CA Department of Transportation 1727 30th Street Sacramento, CA 95816 | Highway Improvements on Routes 33,45, and 198 Contract #: 06-0M5004 Coalinga, CA Removing asphalt concrete roadway surfacing by cold planning, performing full-depth hot mix asphalt base repairs of various depths, crack sealing, replacing traffic signal detector loops, placing hot mix asphalt and rubberized hot mix asphalt overlays, adjusting utility facilities, applying thermoplastic traffic stripes and pavement markings and placing reflective pavement markers. | Oscar Sherrill 559-355-7668 (O) 559-243-3595 (F) | 3,111,000 | 8/5/2011 | 11/18/2011 |
| 2161125 | NV Department of Transportation 310 Gallerti Way Sparks, NV 89431 | US 395 Golden Valley Contract #: 3358 Golden Valley, NV County of Washoe, RT section US 395-2 Milepost US 395 WA-31.70 to 38.37 for constructing a portion of a highway on US 395 from the beginning of asphalt at the Golden Valley Interchange to 0.43 miles south of the Cold Springs Interchange from station "O-79+34.91 P.O.C. "C1m" 24=18.564 P.O.T. A distance approximately 6.52 miles. 392,060 SQ YD of Coldmilling, 4,212 LF removal of shoulder dike, 2,360 LF Drainage Excavation, 37,560 CU YD Borrow Embankment, Re-Shape Roadway Ditches, 32 acres of hydro seeding on a Divided/Multi lane with little to no delays to the traveling public. | Shane Cocking R.E. P.E. scocking@doh.state.nv.us 775-691-9429 775-687-3000 (Fax) | 8,359,796 | 9/2/2008 | 3/1/2011 |
| 2161193 | NV Department of Transportation 310 Gallerti Way Sparks, NV 89431 | I-80 Painted Rock Contract #: 3419 NV Interstate 80 between Wadsworth and Patrick, Route 080-1, Mileposts WA-26.75 to 41.49 for constructing a portion of a highway on I-80 from 0.92 miles west of the McCarran Scenic Overlook to 1.41 miles east of the Painted Rock Interchange described as station "LE" 500+00.00 P.O.T. to station "XE" 602+13.16 P.O.C. a distance approximately 14.74 miles. 704,380 SQ FT of cold milling, 28,556 LF of shoulder dike, 79,050 tons of Type 2 asphalt paving, 28,970 tons of plantmix open grade surfacing, 2,150 Rigid Guide Posts, 3,458 LF of guardrail, 32 miles of epoxy pavement striping. | None | 11,195,959 | 7/20/2010 | 12/29/2011 |
| 2161198 | Reno-Tahoe Airport Authority P.O. Box 12490 Reno, NV 89510 | Stead Airport RSA Improvement Project Contract #: S08008 Stead Airport - Reno, NV Mass earthwork, grading, drainage, rock slope protection. 120,000 cy of mass grading and 34,000 TNS rock slope protection. | Tony Curatolo 775-328-6461 tcuratolo@renoairport.com 775-328-6000 (Fax) | 3,302,828 | 9/20/2010 | 5/5/2011 |
| 2161199 | Regional Transportation Commission 1105 Terminal Way Reno, NV 89502 | Veterans Parkway Contract #: WA-2010-10 Reno, NV Veterans Parkway Extension to Gieger Grade Roundabout. Remove 85,400 SQ FT of sod, remove guardrail and storm drain pipe, Pulverize 101,050 Sq Ft of roadway, 159,000 Sq Ft of base material, box culverts, manholes, storm drains, barrier rail, 7,000 tons of type 2 asphalt, curb, gutter and and concrete/landscape a new traffic roundabout | Blaine Petersen, PM 775-395-1860 (Fax) 775 348 0171 bpetersen@rcwashoe.com | 3,814,448 | 9/20/2010 | 6/7/2011 |

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| Job Number | Name and Address of Owner | Name, Location of Project, and Kind of Work | Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available). | Contract Amount | Contract Start Date | Actual Completion Date |
|------------|--|---|--|-----------------|---------------------|------------------------|
| 2161206 | City of Reno P.O. Box 1900 Reno, NV 89505 | 2011 Montello Carville Contract #: 1417 Reno, NV Montello Ave and Carville Ave - Underground, residential roadway rehab on city streets located in Washoe County, Nevada. flatwork and curb and gutter. 19,446 tons type 2 plantmix, 888 tons of type 3 plantmix, adjust and lower utilities, 19,600 SQ YD of coldmilling, 422,910 SQ FT of roadway pulverizing, 536,229 SQ FT of Concrete treated base material. All residential work - with very little delay to residents. | Cerrie Kosky - P.E. 775-334-4636 775-334-3100 (Fax) no email | 7,533,933 | 3/1/2011 | 11/9/2011 |
| 217593 | Gila River Indian Community 525 West Gu u Ki, P O Box 97 Sacaton, AZ 85247 | Pima-Maricopa Irrigation Project Contract #: C3937 Coolidge, AZ Work performed on 1 Bridge, 11 Structures. Additional work includes Structure earthwork and grading, riprap and channel lining. 30,000 CY borrow, check structure concrete 3,279 CY, check structure riprap 8,738 CY, bridge lining concrete 1,034 CY riprap at bridge 1,240 CY. | Gonzalo Romero (602) 763-9394 (520) 562-6795 (F) GMRomero@qliairriver.com | 20,231,800 | 9/19/2007 | 1/30/2011 |
| 217578 | Gila River Indian Community 525 West Gu u Ki Sacaton, Arizona 85247 | Reaches ST-1C&ST-ID Phase III Contract#: Reach BW-1A Pima, AZ This is a new concrete lined canal 4.67 miles in length starting approximately 1000' SE of Desert View Rd and SR-87. This portion of the project nearby parallels highway 87 for the majority of it reach and ends approximately 12,010 feet NE of Slatonic Road. Reach ST-ID This is a partially built canal 3.61 miles in length. This portion of work begins where ST-1C ends and continues along the existing alignment to the Memorial turnout which is the turnout for the existing PMIP pipeline that delivers water to the western portion of the community. This project consisted of 8.5 miles of concrete canal along with 33 structures, 16 silling wells, 2,095' of 10x10' box culvert siphons, over 2000' of pipe ranging from 24"-60" used for irrigation turnouts, and 2 roadway realignments. | Gonzalo Romero (602) 763-9394 (520) 562-6795 (F) GMRomero@qliairriver.com | 22,550,000 | 10/27/2009 | 4/21/2011 |
| 217595 | AZ Department of Transportation 1651 W Jackson St. Room 121F Phoenix, AZ 85007 | I-10 Houghton to Mountain View Contract #: ARRA-010-E(205)A Tucson, AZ I-10 MP 276 to 281.3, Mill 3.5" AC and pave 3"-3/4"EP AC and .5" AR-ACFC on inside travel lanes, Mill 5" AC and pave 4.5"-3/4" EP and .5" AR-ACFC on outside travel lanes, Mill and pave 2"-3/4" EP on outside shoulder, Mill and pave 3"-3/4" EP on inside shoulders, mill and repave Coocosal Cave Road T.I. and Ramps, install ground-in rumble strip, reconstruct GET Pads, install pavement markings, and install traffic loops. | James Gomes, P.E. (520) 603-9826 (520) 628-5603 (F) Jgomes@azdot.gov | 3,828,000 | 6/23/2010 | 3/30/2011 |

GRANITE CONSTRUCTION COMPANY
2011 Complete Jobs Greater than \$3 Million

| Job Number | Name and Address of Owner | Name, Location of Project, and Kind of Work | Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available). | Contract Amount | Contract Start Date | Actual Completion Date |
|------------|---|---|---|-----------------|---------------------|------------------------|
| 217597 | Bureau of Indian Affairs P.O. Box 1060 Gallup, NM 87305 | NM Rehab and Reconstruct Proj Contract #: RA000910187 Pinedale, Pueblo Pintado, Newcomb, Farmington, Crownpoint, NM This Best Value procured project consisted of constructing 61.79 miles of roadway in six different locations. The approximate length of each of the location in miles was 17, 12.5, 12.3, 11.5, 7 and 0.31. The primary scope for two locations was a complete roadway pulverization and reconstruct utilizing pulverized asphalt as base for new hot asphalt paving. The other four project locations consisted of 28 reconstruct areas totaling 84,112 SY (utilizing the same method as above). Additionally, seven miles of hot-in-place recycle was performed, over two miles of guard rail was installed, three bridges were repaired, and over 35 miles of rubberized chip seal was applied | Lynelle Benalle (505) 863-8404 (505) 863-8382 (F) | 33,594,000 | 8/16/2010 | 9/16/2011 |
| 217600 | AZ Department of Transportation 1739 W Jackson St Suite A Phoenix, AZ 85007 | Santan Fwy 202 - Design Build Project Contract #: 044 H745701C Chandler, AZ The Santan Freeway (SR202L) HOV Lanes Design-Build project included the design and construction of new HOV lanes within the median of the SR202L through Chandler, Arizona. The PGJV construction and design team successfully provided ADOT with rapid implementation of the design and construction documents while maintaining cost, quality and safety. Our Team integrated design solutions and construction techniques that addressed the principal challenge to maintain traffic. PGJV phased the design and construction to maximize access for freeway and local commuters, respect the adjacent businesses, surrounding communities, and the many project stakeholder interests. With construction complete, nearly 25 lane-miles of new HOV access have improved traffic flow, reduced freeway congestion, encouraged carpooling, and enhanced the ever-expanding regional transportation network in the Phoenix Metro area. In addition to the ground-level work, a new 5-span AASHTO girder bridge and 2-span post-tensioned box girder bridge were designed and constructed to provide a fly-over connection between the I-10 and SR202L HOV lanes. A 17-span AASHTO girder bridge was also designed and constructed to provide a fly-over connection between the SR101L and SR202L HOV lanes. Additional tasks included the widening of the Price Road service interchange bridge that is embedded within the SR101L/SR202L. TI, numerous retaining walls with heights exceeding 45-feet, on-site drainage improvements, upgraded freeway signing, pavement marking and lighting, concrete median barriers, landscaping modifications and restorations, a new utility crossing, and comprehensive design surveys. | James Windsor (602) 768-4546 (480) 649-3463 (F) jwindsor@azdot.gov | 84,886,000 | 8/18/2010 | 10/9/2011 |

GRANITE CONSTRUCTION COMPANY
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| Job Number | Name and Address of Owner | Name, Location of Project, and Kind of Work | Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available). | Contract Amount | Contract Start Date | Actual Completion Date |
|------------|---|---|---|-----------------|---------------------|------------------------|
| 217603 | Bureau of Indian Affairs-Western Region Division of Transportation 2800 North Central Avenue Phoenix, AZ 85004 | 2011 Road/Bridge Repair Contract #: RA001110198 Arizona and California This project was spread across Arizona and two locations in California. The Arizona locations were Tucson, Whiteriver, Tuba City, Yuma, Payson, San Carlos, Gila Bend, Sells, and Hopi. The two California locations were Lake Havasu and Winter Heaven. The main purpose of this project was to restore and repair bridges and roads to provide access for the local native communities. The work consisted of chip seal, crack seal, replace striping, install new signs, patch potholes, repair/replace guardrail, repair structural steel bridges, clean ditches and culverts. The project placed 1,531,370 SY of Rubberized chip seal, 1,132,357 LF of crack seal, 43 bridge repairs, 2,060,520 LF of thermo and epoxy striping. | Santiago Almaraz, Contract Specialist (602) 379-3796 (602) 379-6763 (F) santiago.almaraz@bia.gov | 12,357,000 | 3/21/2011 | 9/21/2011 |
| 217606 | U.S. Air Force 3180 Craycroft Road Davis Monthan AFB, AZ 85707 | Airforce Repair-Resurface Runway Project Contract #: FA4877-10-C-C007 Tucson, AZ Major items of work were as follows: -65,098 SY AC, 41,610 SY 2" AC Milling, 2,838 CY PCCP removal, 41,996 TN ¾ EP Asphalt Paving, and 3,016 CY PCCP Paving The greatest challenge this project faced was the schedule. The Air Force base was able to close their sole runway for 30 days while it was being re-surfaced. Scheduling the work based on a 5-40 work week gave Granite very little room for error. This was amplified by the \$70,000 / day liquidated damages Granite would incur if they did not finish on time. Therefore it was decided that working 7 days / week allowed for some float if it was in fact needed. | James Johnsen (520) 228-5138 Fax # Not Available James.johnsen@om.af.mil | 4,504,000 | 12/13/2010 | 4/22/2011 |
| 217607 | Bureau of Indian Affairs P.O. Box 1060 Gallup, NM 87305 | Dine College RD and Park Paving Project Contract #: CMND0100012 Tsalie, AZ The BIA Diné College Project was a roadway, drainage, and infrastructure improvement project. The project was contracted with the Bureau of Indian Affairs; the Navajo Nation's Diné College was the end user. The project included the following major items of work: Removal of flatwork, 40,000 SY pulverizing of existing asphalt, removal of existing light pole foundations, 56,988 CY of cut to fill, 75,955 SY of Subgrade (balance / finish), 45,720 TN of ABC import / place & compact / finish, 120 TN of MC-70 Prime Coat, 18,000 TN asphaltic concrete paving, 1,500 LF of Storm Drain installation, 203 LF trench drain installation, 9,291 LF Concrete Curb Construction, 16,850 SF of Sidewalk Construction, 6 cattle guard installations | Lynelle Benaille (505)863-8404 (505) 863-8362 (F) Gallup, New Mexico 87301 | 6,820,360 | 11/15/2010 | 10/27/2011 |
| 217608 | AZ Department of Transportation 1651 W Jackson St, Room 121F Phoenix, AZ 85007 | I-10 Kino to Valencia Pavement Repair Project Contract #: ARRA-010-E(206)A Tucson, AZ Kind of work- PCCP Slab repairs, mill and fill on ramps and streets with no lifts to asphalt from mile post 262 to 267 on interstate 10. 416 EP mix and 414 ARACFC mix was used on the job. | James Gomes, P.E. (520) 603-9826 (520) 628-5603 (F) jgomes@azdot.gov | 5,942,000 | 1/18/2011 | 11/20/2011 |

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| Job Number | Name and Address of Owner | Name, Location of Project, and Kind of Work | Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available). | Contract Amount | Contract Start Date | Actual Completion Date |
|------------|---|--|---|-----------------|---------------------|------------------------|
| 217611 | US Army Corp of Engineers 819 Taylor St, RM 2A19 Fort Worth, TX 761020300 | Nogales Fence Replacement Contract #: W912BV-07-D-2024-DY01 Nogales, AZ Project consisted of removing and replacing approximately 6 miles of landing mat style fence with bollard panels. Work was performed in the middle of Nogales, AZ (urban setting). 14 new concrete low water crossings were also constructed to mitigate erosion issues. Included were 54 drainage gates, 9 mangates for border monuments and 1 double swing gate for UPRR's border crossing. | Shari Brandt (520) 584-1673 (520) 584-1690 (F) shari.brandt@usace.army.mil | 11,335,000 | 3/15/2011 | 8/8/2011 |
| 217613 | Tucson Airport Authority 7005 South Plumber Avenue Tucson, AZ 85757 | Reconstruction of Runway Project Contract #: 10108949 Tucson, AZ Reconstruct asphalt (P-401) 7000' x 150' Runway including 25' AC shoulders (local mix), 25' AC Erosion Control (local mix), runway lighting improvements, runway signage improvements, infield grading, infield drainage improvements, multiple asphalt (P-401) lawway reconstructs, pavement grooving, and infield pavement markings. Runway / taxiway reconstruction consisted of 2'-3" AC Shoulder and erosion control reconstruction consisted of 2'-3" AC removal to subgrade, recompaction, grading, and paving. | Micheal Johnson (520) 573-4856 (520) 573-8006 (F) | 8,606,944 | 9/1/2011 | 12/7/2011 |
| 217615 | Arizona Department of Transportation 1651 W Jackson St. Room 121F Phoenix, AZ 85007 | Nogales Primary Connection SR189 Contract #: STP-189-A(202)A Nogales, AZ Located in Santa Cruz County on state route 189 beginning at milepost 0.73 and extending northerly to milepost 3.70. The work consisted of milling asphaltic concrete and replacement with asphaltic concrete (3/4" Mix) (End Product), reconstructing guardrail, constructing sidewalk ramps and sidewalk, repairing bridge, placing pavement marking. | Jeremy Moore RE (520) 209-4521 (520) 628-5803 (F) J.Moore3@azdot.gov | 3,181,181 | 7/21/2011 | 12/15/2011 |
| 219478 | CA Department of Transportation 1727 30th Street Sacramento, CA 95816 | RTE 92/880 interchange Contract#: 04-016014 Hayward, CA Existing interchange reconstruction including 9 bridges, widenings, numerous retaining /sound walls, MSE walls, all related earthwork, underground, Type A AC (-80,000 ton) and OGAC (-10,000 ton). FCI is our joint venture partner and is the lead. The project is heavily phased to include --18 Stage/Phase to occur within the 813 working days (A+B bid with TRO line item). | Ray Balallo 850-280-4546 PH 510-670-4912 FAX raymundo_balallo@dot.ca.gov | 72,889,200 | 10/9/2007 | 11/14/2011 |
| 219493 | Peninsula Corridor Joint Powers Board 1250 San Carlos Ave San Carlos, CA 94070-1306 | Caltrain Signal Optimization Contract #: 08-PCJPB-C-035 Santa Clara & San Mateo County, CA installation of new intermediate signals, retirement of existing intermediate signals, conversion of spring switch to power switch, signal pre-test and cutover, crossing signal upgrade/modifications, calibration and testing. HF DAXing at associated crossings and signal locations and tilt down tower installations | Hubert Chan, Caltrain Engineer 650-508-7786 PH chanh@samtraans.com | 6,677,000 | 06/01/09 | 1/31/2011 |

GRANITE CONSTRUCTION COMPANY
2011 Complete Jobs Greater than \$3 Million

| Job Number | Name and Address of Owner | Name, Location of Project, and Kind of Work | Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available). | Contract Amount | Contract Start Date | Actual Completion Date |
|------------|--|---|--|-----------------|---------------------|------------------------|
| 219523 | City of Fremont P.O. Box 5006 Fremont, CA 94537 | Fremont 2011 Asphalt Overlay Contract #: 8234-L(PWC) Fremont, CA Constructing concrete curb ramps, constructing concrete curb, gutter, and sidewalk, constructing concrete bus pads, removing asphalt concrete roadway surfacing by excavating and cold planing, preparing sub-grade materials for new pavement structural sections, placing and compacting aggregate base material, performing full-depth hot mix asphalt base repairs of various depths, crack sealing, placing of hot mix asphalt leveling course, replacing traffic signal detector loops and related facilities, placing hot mix asphalt and rubberized hot mix asphalt overlays, adjusting utility facilities, installing signs, applying thermoplastic traffic stripes and pavement markings and placing reflective pavement markers. | Craig Johnson (510) 494-4702 Fax# not available cjohnson@fremont.gov | 3,144,000 | 6/1/2011 | 10/30/2011 |
| 226436 | City of Oceanside 300 North Coast Highway Oceanside, CA 92054 | Annual Overlay 2010-11 Contract #: 902754200212 Oceanside, CA Repair and asphalt overlay of arterial streets. Drain modification, curb and gutter removal and replacement, AC trench patching (9500 SF) and striping (18000 LF). Grind roadways (92,000 SY) and replace with rubberized AC. | Ron Ferdue 760-435-5119 760-435-6119 (F) | 4,445,590 | 4/18/2011 | 11/16/2011 |
| 232607 | Tooele County 47 South Main Tooele, UT 84074 | Wendover Taxiway Contract #: AIP 3-49-0046-2/122 Wendover, NV Construct new airport taxiway, 7,600 FT parallel taxiway, 68000 cubic yards unclassified excavation, 52000 tons various aggregate base courses, 36000 tons asphalt concrete, new taxiway edge lights, pavement markings, new storm drain culverts/boxes | James Peterson (435)-665-2908 | 5,937,114 | 9/27/2010 | 7/22/2011 |
| 232610 | UT Department of Transportation 4501 S 2700 W Salt Lake City, UT 84114 | Bridge Deck Repair Region 2 Contract #: F-R289(112) Salt Lake County, UT 19 Bridge Deck repairs including pothole patching, bridge joint removal/replacement, parapet sealing, asphalt removal on approach slabs, waterproof membrane and asphalt overlay. We also had a change order to remove and replace 32 pins on one flyover bridge. | John Montoya (801)910-2570 (801) 975-4841 (F) johnmontoya@utah.gov | 3,636,564 | 3/1/2011 | 9/6/2011 |
| 241152 | AK Department of Transportation PO Box 196900 Anchorage, AK 99519 | Glenn Hwy: Airport Heights to Hilland Resurfacing Contract #: ARA-0A1-6(40)/51945 Anchorage, AK Planing and resurfacing driving lanes, ramps and bridges approximately 10 miles, 507,000 SY of milling, 11,450 tons of Type IIIA paving on ramps and overpasses and 45,925 tons of Type IVR rubberized mainline paving, replace guardrail, improve curb ramps, pavement markings. | Steve Ryan (907) 269-0400 / 269-0668 (907) 269-0473 (F) steve.ryan@alaska.gov | 10,666,707 | 5/3/2010 | 6/29/2011 |
| 241153 | AK Department of Transportation PO Box 196900 Anchorage, AK 99519 | AMATS: Old Glenn Hwy S Birchwood Loop to Peter Creek Contract #: ARA-0556(7)/50946 Anchorage, AK Rehabilitate and repave highway, widen roadway to include shoulders, improving sight distances - EX 152,200 CY, Borrow 310,000 TN, CABG 20,000 TN, ATB 12,000 TN, and HMA 9,500 TN, install gabion retaining walls 2,800 CY, drainage improvements, replace bridge and tributary culverts, install guardrail - 9,000 LF, bus stop waiting areas, pathway - 2,600 TN LMA. | Tom Dougherty (907) 269-0450 (907) 243-5092 (F) tom.dougherty@alaska.gov | 13,837,101 | 4/19/2010 | 9/1/2011 |

GRANITE CONSTRUCTION COMPANY
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|------------|---|--|---|-----------------|---------------------|------------------------|
| 241165 | AK Department of Transportation PO Box 196900 Anchorage, AK 99519 | Glenn Highway MP 109 to 118 Resurfacing Contract #: IM-OA1-5(27) / 52095 Glenn Highway MP 109-118, AK Level pavement with imported rock, reclaim existing material in place with foamed asphalt, overlay with 2" HMA, rebuild damaged dikes, replace stream culvert, MMA striping, upgrade signing and guardrail end treatments. | Tom Dougherty (907) 269-0450 (907) 243-5092 (F) tom.dougherty@alaska.gov | 9,329,299 | 4/1/2011 | 12/22/2011 |
| 241166 | AK Department of Transportation PO Box 196900 Anchorage, AK 99519 | Seward Highway MP 115-124 Resurfacing Contract #: IM-OA3-1(45) / 52491 Anchorage, AK Approximately 8.5 miles of resurfacing - overlay two lane portion, planing and resurface four lane portion of highway, plane and resurface all ramps and mainline bridges, replace waterproofing membrane on one interchange, guardrail replacement, replace all signs and pavement markings | Tom Dougherty (907) 269-0450 (907) 243-5092 (F) tom.dougherty@alaska.gov | 7,908,449 | 3/16/2011 | 9/11/2011 |
| 242111 | AK Department of Transportation - Northern 2301 Peger Road Fairbanks, AK 99709-5399 | Tok Cutoff Gakona River Bridge Contract #: IM-OA1-3(14)/61713 Fairbanks, AK Temporary bridge, remove existing bridge, build 3 span bulb T girder bridge in existing alignment, construct approx 1000' approaches on each side | Maureen Carey (907) 451-5405 (907) 451-5487 (F) maureen.carey@alaska.gov | 7,760,230 | 7/1/2009 | 8/26/2011 |



August 20, 2012

Granite Construction Company
PO Box 50085
Watsonville, CA 95077-5085

RE: NCCI Workers' Compensation

To Whom It May Concern:

The following are the current and past four years' NCCI Workers' Compensation Experience Modifications.

The modifications are currently effective October 1st for the period of one year.

| | |
|------|-----|
| 2012 | .69 |
| 2011 | .73 |
| 2010 | .72 |
| 2009 | .67 |
| 2008 | .68 |

Do not hesitate to contact us with any additional questions.

Sincerely,

Catherine Gustavson | Sr. Vice President
Aon Risk Services | Construction Services Group
199 Fremont Street, Suite 1500, San Francisco, CA 94105
m +1.831.206.0189
kate.gustavson@aon.com | aon.com

BID PROPOSAL

SUBCONTRACTORS

BP.29 INSTRUCTIONS: for Subcontractors and General Contractors who self-perform in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter **NONE** under Name of Subcontractor if not utilizing subcontractors exceeding this amount and per revised NRS 338.141 (as amended by SB268), the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

| | | |
|--|---|--------------------------------------|
| Name of Subcontractor <i>GRANITE CONSTRUCTION COMPANY</i> | Address <i>P.O. Box 50095, WATSONVILLE, CA 95077</i> | |
| Phone <i>(831) 724-1011</i> | Nevada Contractor License # <i>008079</i> | Limit of License <i>UNLIMITED</i> |
| Description of work <i>ALL WORK EXCEPT THAT SPECIFICALLY LISTED BY OTHERS HEREIN OR NOT REQUIRED TO BY NRS 338.141.</i> | | |
| Name of Subcontractor <i>- NONE -</i> | Address | |
| Phone | Nevada Contractor License # | Limit of License |
| Description of work | | |
| Name of Subcontractor | Address | |
| Phone | Nevada Contractor License # | Limit of License |
| Description of work | | |
| Name of Subcontractor | Address | |
| Phone | Nevada Contractor License # | Limit of License |
| Description of work | | |
| Name of Subcontractor | Address | |
| Phone | Nevada Contractor License # | Limit of License |
| Description of work | | |

BID PROPOSAL

SUBCONTRACTORS

BP.30 INSTRUCTIONS: for Subcontractors **exceeding one (1) percent of bid amount or \$50,000 whichever is greater.** This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

| | | |
|---|---|--------------------------------------|
| Name of Subcontractor <i>GRANITE CONSTRUCTION COMPANY</i> | Address <i>P.O. Box 50085, WATSONVILLE, CA 95077</i> | |
| Phone <i>(831) 724-1011</i> | Nevada Contractor License # <i>008079</i> | Limit of License <i>UNLIMITED</i> |
| Description of work <i>ALL WORK EXCEPT THAT SPECIFICALLY LISTED HEREIN, BY OTHERS OR NOT REQUIRED TO BE LISTED PER NRS 338.141</i> | | |
| Name of Subcontractor <i>- NONE -</i> | Address | |
| Phone | Nevada Contractor License # | Limit of License |
| Description of work | | |
| Name of Subcontractor | Address | |
| Phone | Nevada Contractor License # | Limit of License |
| Description of work | | |
| Name of Subcontractor | Address | |
| Phone | Nevada Contractor License # | Limit of License |
| Description of work | | |
| Name of Subcontractor | Address | |
| Phone | Nevada Contractor License # | Limit of License |
| Description of work | | |

SUBCONTRACTORS

BID PROPOSAL

BP. 31 INSTRUCTIONS: for **all Subcontractors not previously listed** on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

| | | |
|--|-----------------------------|------------------|
| Name of Subcontractor <i>- NONE -</i> | Address | |
| Phone | Nevada Contractor License # | Limit of License |
| Description of work | | |
| Name of Subcontractor | Address | |
| Phone | Nevada Contractor License # | Limit of License |
| Description of work | | |
| Name of Subcontractor | Address | |
| Phone | Nevada Contractor License # | Limit of License |
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| Phone | Nevada Contractor License # | Limit of License |
| Description of work | | |
| Name of Subcontractor | Address | |
| Phone | Nevada Contractor License # | Limit of License |
| Description of work | | |

BID PROPOSAL

BP. 32

REQUIRED FEDERAL CLAUSES (Construction Contracts Exceeding \$100,000)

By submitting a proposal, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

NOTE: The Buy America and Lobbying certifications must be signed by an Authorized Official of the Proposer and returned with the proposal.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized

BID PROPOSAL

representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA City or a subgrantee of the FTA City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by referenced in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS (EEO, TITLE VI & ADA)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42

BID PROPOSAL

U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

TERMINATION PROVISIONS

a. Termination for Convenience (General Provision) City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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c. Opportunity to Cure (General Provision) City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products *(to be submitted with each bid or offer exceeding \$100,000)*.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date March 15, 2013

Signature 

Company Name Granite Construction Company

Title Chris Burke, Chief Estimator

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City (Purchasing and Contracts Administrator). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing and Contracts Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing and Contracts Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

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Performance During Dispute - Unless otherwise directed by City, Contractor shall continue performance under the contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which City is located.

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to City.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(to be submitted with each bid or offer exceeding \$100,000)*.

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

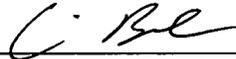
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, GRANITE CONSTRUCTION COMPANY, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.


CHRIS BURKE, CHIEF ESTIMATOR
03.15.13

Signature of Contractor's Authorized Official
Name/Title of Contractor's Authorized Official
Date

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records

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accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage

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determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City for transmission to the Federal Transit Administration. The payrolls submitted shall set out

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accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits,

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apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government

BID PROPOSAL

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

BONDING

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to City and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by City to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of City, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

BID PROPOSAL

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by City) shall prove inadequate to fully recompense City for the damages occasioned by default, then the undersigned bidder agrees to indemnify City and pay over to City the difference between the bid security and City's total damages, so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.
2. The City may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the City may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the City's interest.

(a) The following situations may warrant a performance bond:

1. City property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the City, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.
2. The City may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may

BID PROPOSAL

secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the City's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The City shall determine the amount of the advance payment bond necessary to protect the City.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The City shall determine the amount of the patent indemnity to protect the City.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to City, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by City, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to City. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to City written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The

BID PROPOSAL

national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation in this project is 0%. A separate contract goal has not been established in this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

ADA ACCESS

The Contractor agrees to comply with 49 CFR Part 27, the purpose of which is to carry out the intent of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended, to the end that no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Contractor shall ensure that the design, construction or alteration of buildings or other fixed facilities by the City – a recipient of Federal financial assistance from the Department of Transportation – shall be in conformance with 49 CFR Part 27.

BID PROPOSAL

BP. 33

WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective April 27, 2011, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that at least 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles. Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

- ~~EACH contractor and subcontractor must complete the Workers Employed Report.~~
- ~~You may make additional copies of the report as necessary.~~
- ~~A copy of this report must be submitted with the monthly certified payroll report.~~
- ~~For the first report submitted, each contractor and subcontractor should list every worker employed in connection with the public work. The workers listed should be the same as those reported on the certified payroll report.~~
- ~~For each subsequent month, add only those workers not previously reported to the Workers Employed Report and submit the newly revised report. If no additional workers have been added, you may submit the previous month's report.~~
- ~~If a worker has been reported on a previous month's report, but does not work during a subsequent month or is no longer employed by the contractor, his or her name should remain on the report. DO NOT DELETE ANY NAMES. This report is intended to serve as a cumulative list of all workers employed by the contractor and subcontractor over the duration of the project to verify compliance with the minimum requirements of the affidavit.~~

BID PROPOSAL

BP. 34

~~———— MATERIAL SUPPLIER REPORT INSTRUCTIONS FOR COMPLETION~~

~~Effective April 27, 2011, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that at least 25 percent of the suppliers of the materials used for the public work will be located in Nevada. In order to ensure compliance the prime contractor shall submit with its monthly application for progress payment a Material Supplier Report completed by each contractor engaged on the public work.~~

- ~~• EACH contractor and subcontractor must complete the Material Supplier Report.~~
- ~~• You may make additional copies of the report as necessary.~~
- ~~• A copy of this report must be submitted with the monthly application for progress payment.~~
- ~~• For the first report submitted, each contractor and subcontractor should list every supplier of materials used in connection with the public work. Include a brief list or description of the materials supplied in the space provided on the report.~~
- ~~• For each subsequent month, add only those suppliers not previously reported to the Material Supplier Report and submit the newly revised report. If no additional suppliers have been added, you may submit the previous month's report.~~
- ~~• DO NOT DELETE ANY NAMES. This report is intended to serve as a cumulative list of all suppliers of materials over the duration of the project to verify compliance with the minimum requirements of the affidavit.~~

BID PROPOSAL



MATERIAL SUPPLIER REPORT

Project Name: _____ Contract Number : _____
General Contractor: _____ PWP # _____
Subcontractor: _____ Date: _____

| Material Supplier Name | Address | Material Supplied |
|------------------------|---------|-------------------|
| | | |
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| | | |

BID PROPOSAL

Local Preference Affidavit

(This form is required to receive a preference in bidding)

I, _____, on behalf of the Contractor, _____, swear and affirm that in order to be in compliance with NRS 338.XXX* and be eligible to receive a preference in bidding on Project No. _____, Project Name _____, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of _____, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX*:

1. The Contractor shall ensure at least 50 percent of the workers possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure at least 25 percent of the material suppliers used for the public work are located in Nevada and;
5. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

***Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 144 on April 27, 2011, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.**

By: _____ Title: _____

Signature: _____ Date: _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

State of _____)

_____)ss.

County of _____)

Notary Signature STAMP AND SEAL

BID PROPOSAL

BP. 35

BP - 41

BID PROPOSAL

BP.36 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Chris Burke (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "East Long St. Pedestrian Improvements", contract number 1213-113, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: Granite Construction Company

TITLE: Chris Burke, Chief Estimator

FIRM: Granite Construction Company

Address: P.O. Box 50085

City, State, Zip: Watsonville, CA 95077-5085

Telephone: 831-724-1011

Fax: 831-768-4021

E-mail Address: chris.burke@gcinc.com

Chris Burke
(Signature of Bidder)

DATED: 3/15/13

Signed and sworn (or affirmed) before me on this 15th day of March, 2013, by
Chris Burke

Gerry Long
(Signature of Notary)



(Notary Stamp)

END OF BID PROPOSAL

CONTRACT AWARD

CA.1 METHOD OF AWARD

The Bid, if awarded, will be awarded to the lowest responsive and responsible Bidder based on the Total Base Bid amount, plus or minus any or all Additive or Deductive Alternates, in any combination that is most advantageous to the City. Bidder must bid all items to be responsive and considered for award.

CA.2 TIME OF AWARD

The award, if made, will be within sixty (60) calendar days after the opening of Bids. The City reserves the right to accept or reject any or all Bids received.

CA.3 BONDS

A. Bonds Required

The Contractor agrees that any bonding or guarantee required by this bid shall not be considered as the exclusive remedy of the City for any default in any respect by the Contractor, but such bonding or guarantee shall be considered to be in addition to any right or remedy hereunder or allowed by law, equity, or statute.

A Performance Bond and a Payment Bond, pursuant to the requirements of NRS 339.025, if not otherwise excluded under the threshold stated in NRS 339.025, in the amount of one hundred percent (100%) of the Contract Amount shall be required of the Contractor prior to execution of the Contract and not later than ten (10) calendar days after receipt of the Notice of Award. Said bonds shall remain in full force and effect for a period of not less than one (1) year from the date of Final Acceptance of this Project by the City (Carson City Board of Supervisors or Carson City Regional Transportation Commission). Each of the bonds required must be executed by one or more surety companies authorized to do business in the State of Nevada. Note that individual surety bonds are not acceptable to the City.

B. Bond Forms

The referenced bonds shall be written on the Performance Bond, and Labor and Material Payment Bond forms provided by the City, as shown in the following Construction Contract forms.

The Bidder shall require any resident agent who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her power of attorney.

Any Labor and Material Payment Bond or Performance Bond prepared by a licensed non-resident agent must be countersigned by a resident agent in accordance with the provisions of NRS 680A.300.

The referenced Bonds must be issued by a certified surety listed in the Department of the Treasury, Fiscal Service (Department Circular 570, Current Revision); companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

CA.4 INSURANCE REQUIREMENTS

A. General

Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in amounts specified and pay all taxes and fees incidental hereto. City shall have no liability except as specified in this Contract.

Contractor shall not commence work before: (1) Contractor has provided the required evidence of insurance to Carson City Purchasing and Contracts, (2) City has approved the insurance policies provided by Contractor, and (3) City has issued the Notice to Proceed.

Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by Contractor.

Prior approval of the insurance policies by City shall be a condition precedent to any payment of consideration under this Contract and City's approval of any changes to insurance coverage during the

EXHIBIT 1

AUTHORIZED SIGNERS
Granite Construction Company
Nevada Region

DESIGNATED SIGNERS

Brian Roll, Construction Manager
Chris Burke, Chief Estimator

ATTESTORS

Brian Roll, Construction Manager
Chris Burke, Chief Estimator
Cathy L. Gomez, Office Manager
Terry L. Long, Executive Assistant
Melissa A. Terrano, Subcontracts Administrator
Mary E. Patterson, Accounts Receivable Administrator

EXHIBIT 2

AUTHORIZED SIGNERS
Granite Construction Company
Northwestern Group

DESIGNATED SIGNERS

Rod Cooper, VP Nevada Region
Pete Matheson, VP Washington Region
Brad Sweet, VP Utah Region
Derek Betts, VP Alaska Region
David B. Smith, VP Large Projects

J

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2013 through December 31, 2013, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1, 2013 through December 31, 2013, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

I, Richard A. Watts, do hereby certify that I am duly qualified as Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective January 1, 2013 by unanimous written consent of the Executive Committee of the Board of Directors, held without a meeting in accordance with the provisions of Article III, Sections 9 and 15 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: January 7, 2013



Richard A. Watts