

**NORTH LAS VEGAS CITY COUNCIL
AGENDA ITEM**

Number: **26**

SUBJECT:

Approval of Contract Amendment #1 with Intermountain Slurry Seal, Inc. for Pavement Maintenance Services.

REQUESTED BY:

Dr. Qiong Liu, P.E., P.T.O.E., Director of Public Works

RECOMMENDATION OR RECOMMENDED MOTION:

1. Approve the Contract Amendment #1 with Intermountain Slurry Seal Inc. in the amount of \$250,000.
2. Authorize issuance of a purchase order to Intermountain Slurry Seal Inc. in the amount of \$250,000

FISCAL IMPACT:

Amount: \$250,000.00

Explanation:

\$250,000.00 from Major Street Rehabilitation

ACCOUNT NUMBER:

415-290312-450540

STAFF COMMENTS AND BACKGROUND INFORMATION:


The City of North Las Vegas entered into an agreement with Intermountain Slurry Seal, Inc. on September 5, 2007 for completion of pavement maintenance activities on City streets consisting of micro-surfacing, modified chip sealing and slurry sealing operations.

This amendment to the existing contract will facilitate additional streets to be completed as part of the FY 2007/2008 Pavement Maintenance Program for the City.


LIST CITY COUNCIL GOAL(S):

This request is consistent with the Council's priority to provide responsive customer service, quality municipal services, create a more positive image, and public safety.

PREPARED BY:


3/17/08
Dr. Qiong Liu, P.E., P.T.O.E.
Director of Public Works

**RESPECTFULLY
SUBMITTED:**


Gregory E. Rose
City Manager

**CITY COUNCIL
MEETING DATE:**

04/02/08

**FIRST AMENDMENT TO
AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT**

This FIRST AMENDMENT TO AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT (the "Agreement") is made and dated for reference this _____ day of _____, 2008 by the City of North Las Vegas, Nevada, a political subdivision of the State of Nevada (the "City") and Intermountain Slurry Seal, Inc., a Wyoming corporation (the "Services Provider").

RECITALS

A. On _____, 2007, the City and the Services Provider entered into that certain Agreement to Use Local Government Contract, which has been attached hereto as Exhibit A and is incorporated by reference (the "Original Contract") to provide certain pavement treatment services for the City. Capitalized terms used in this Agreement and not defined are defined in the Original Contract.

B. The City and the Services Provider desire to amend the terms and conditions of the Original Contract to provide additional pavement treatment services for the City, pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

**SECTION ONE
REVISIONS TO TERMS OF ORIGINAL CONTRACT**

1.1 Except for the terms specifically set forth below, the City and the Services Provider agree to use the Original Contract so that the Services Provider may provide certain pavement treatment services for the City under the same terms and provisions as the Original Contract.

1.2. The first sentence of the first full paragraph on page C-2 of the Original Contract is deleted in its entirety and is replaced by the following:

The Services Provider hereby further agrees to receive and accept the Contract Sum of One Million One Hundred and Fifty Thousand and no/100 Dollars (\$1,150,000) as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the Owner, and in the manner and under the conditions specified in the Contract Documents.

1.3. In all other respects, the City and the Services Provider affirm the terms and provisions of the Original Contract.

SECTION TWO MISCELLANEOUS

2.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

2.2. Assignment. Any attempt to assign this Agreement by the Services Provider without the prior written consent of the City shall be void.

2.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

2.4. Partial Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect.

2.5. Attorneys' Fees. In the event any action is commenced by either party against the other in connection herewith (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including, without limitation, fees for the services of the City Attorney's Office. This Section 2.5 shall survive the termination or expiration of this Agreement until the applicable statutes of limitation expire.

2.6. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

2.7. Ownership of documents. All plans, drawings, specifications, reports, photographs, studies, permits, estimates, digital mapping, CAD files, mylar or other like documents given, prepared or assembled by the Services Provider related to the performance of this Agreement are deemed to be a "Work made for Hire" and are the property of the City, except to the extent such is not allowed by applicable Legal Requirements.

2.8. Further Assurances. The parties shall each execute and deliver all such documents and perform such acts as are reasonably requested by the other party to effectuate the

transactions contemplated by this Agreement.

2.9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior representations, agreements, and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties.

2.10. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

2.11. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the City and the Services Provider have caused this Agreement to be executed as of the day and year first above written.

CITY

CITY OF NORTH LAS VEGAS,

a political subdivision of the State of Nevada

By: _____

Michael L. Montandon, Mayor

Title: _____

ATTEST:

By: _____

Karen L. Storms, CMC, City Clerk

APPROVED AS TO FORM:

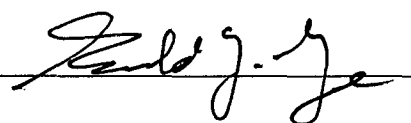
By: _____

Carie A. Torrence, City Attorney

SERVICES PROVIDER

INTERMOUNTAIN SLURRY SEAL,
INC.,

a Wyoming corporation

By:  _____

Name: Ronald L. Gatto, Vice President

2007 Pavement Maintenance Program Phase II Scope of Work

ITEM NO.	APPROX. QTY.	UNIT	ITEM DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES	TOTAL
1	2,777,777	SF	Type II Slurry Seal, complete, in place at nine cents per square foot	\$0.09	\$249,999.93
				TOTAL	\$249,999.93

EXHIBIT A
ORIGINAL CONTRACT
(To Be Attached)



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: (908) 903-3485 • Facsimile: (908) 903-3656

FEDERAL INSURANCE COMPANY*

PERFORMANCE BOND

8213-47-93 Federal
104985609 Travelers

Bond No. 08901787 F&D

Premium Amount \$ 4,025

Know All Men By These Presents,

That we, INTERMOUNTAIN SLURRY SEAL, INC.

as Principal, and the FEDERAL INSURANCE COMPANY*, Warren, New Jersey, a corporation duly organized under the laws of the State of Indiana**, (hereinafter called the Principal),
the laws of the State of Indiana**, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of North Las Vegas

(hereinafter called the Obligee),

in the sum of

One Million One Hundred Fifty Thousand and 00/100-----

Dollars

(\$1,150,000.00 -----), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this February 29, 2008

WHEREAS, the Principal entered into a certain Contract with the Obligee, dated for

FIRST AMENDMENT TO AGREEMENT TO USE LOCAL GOVERNMENT
CONTRACT to provide certain pavement treatment services for the City

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect, subject however, to the following conditions:

Executed in 3 Counterparts

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

INTERMOUNTAIN SLURRY SEAL, INC.

Principal

By:

Ronald L. Gatto, Vice President

FEDERAL INSURANCE COMPANY*

By:

Ananya Mukherjee, Attorney-in-Fact

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

**Hartford, CT; Baltimore, MD, respectively

***Connecticut; Maryland, respectively

Countersigned this

4 day of March 20 08

By:

Cynthia D. Bell
A and H INSURANCE, INC., RENO, NEVADA
Nevada Resident Agent
Cynthia D. Bell

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

On February 29, 2008 before me, V.J. Fox, Notary Public

Date

Here Insert Name and Title of the Officer

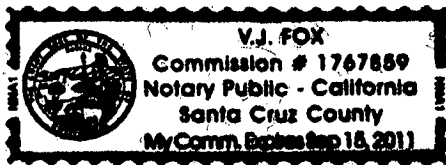
personally appeared Ananya Mukherjee, Attorney-in-Fact

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Signature of Notary Public

V.J. Fox, Notary Public

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: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: (908) 903-3485 • Facsimile: (908) 903-3656

FEDERAL INSURANCE COMPANY *

8213-47-93 Federal
104985609 Travelers
Bond No. 08901787 F&D

PAYMENT BOND

Premium Amount \$ Premium included in
Performance Bond

Know All Men By These Presents,

That we, INTERMOUNTAIN SLURRY SEAL, INC.

(hereinafter called the Principal),
as Principal, and the FEDERAL INSURANCE COMPANY*, Warren, New Jersey, a corporation duly organized under
the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of North Las Vegas

(hereinafter called the Obligee),

In the penal sum of One Million One Hundred Fifty Thousand and 00/100----- Dollars
(\$ 1,150,000.00 -----), for the payment of which we, the said Principal and the said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain Contract with the Obligee, dated
for FIRST AMENDMENT TO AGREEMENT TO USE LOCAL GOVERNMENT
CONTRACT to provide certain pavement treatment services for the City

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as
if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall pay all lawful
claims of sub-contractors, materialmen, or laborers for labor performed or materials furnished directly to the Princi-
pal, in the performance of said Contract, we agreeing that this bond shall be for the benefit of any sub-contractor,
materialmen or laborer having a just claim, then this obligation shall be void; otherwise to remain in full force and
effect, subject, however to the following condition:

No suit or action shall be commenced hereunder by any claimant:

- a) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it
being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the
construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of
limitation permitted by such law.

Executed in 3 Counterparts

b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

Sealed with our seals and dated this

February 29, 2008

INTERMOUNTAIN SLURRY SEAL, INC.

Principal

By:

Ronald L. Gatto
Ronald L. Gatto, Vice President

FEDERAL INSURANCE COMPANY*

By:

Ananya Mukherjee
Ananya Mukherjee, Attorney-in-Fact

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

**Hartford, CT; Baltimore, MD, respectively

***Connecticut; Maryland, respectively

Countersigned this 2 day of March, 2008

By

Cynthia D. Bell
A and H INSURANCE, INC., RENO, NEVADA
Nevada Resident Agent
Cynthia D. Bell

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

On February 29, 2008 before me, V.J. Fox, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Ananya Mukherjee, Attorney-in-Fact

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

#999

Signature of Notary Public

V.J. Fox, 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: _____

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OF SIGNER
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RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

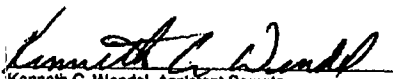
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

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 and Ananya Mukherjee 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 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 **6th** day of **November, 2007**.


Kenneth C. Wendel, Assistant Secretary
STATE OF NEW JERSEY


David B. Norris, Jr., Vice President

County of Somerset

On this, **6th** day of **November, 2007**

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 KALBACHER
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 8, 2009**



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

February 29, 2008





Kenneth C. Wendel, Assistant Secretary

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



POWER OF ATTORNEY

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

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

Attorney-In-Fact No. 219185

Surety Bond No. or Project Description:

Principal: **Granite Construction Company**

104985609

Obligee: **City of North Las Vegas**

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

On behalf of Granite Construction Incorporated and all Subsidiaries alone or in Joint Venture.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of October, 2007.

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

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



State of Connecticut

City of Hartford ss.

By: _____

George W. Thompson, Senior Vice President

On this the 5th day of October, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

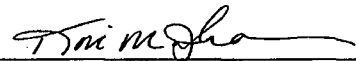
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this February, 29, 2008



Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named Individuals and the details of the bond to which the power is attached.

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

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by FRANK E. MARTIN, JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the next page hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Jigisha DESAI, John D. GILLILAND, Ananya MUKHERJEE and Connie G. MARTIN, all of Watsonville, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings issued on behalf of Granite Construction, Incorporated, Watsonville, California and all subsidiaries alone or in a joint venture, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if it had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, MD, in their own proper persons. This power of attorney revokes that issued on behalf of R.C. ALLBRITTON, Jigisha DESAI, Deborah S. JACKSON, John D. GILLILAND and Mary H. LONERGAN dated June 20, 2005.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, as of this 18th day of December, A.D. 2007.

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

ATTEST:



Eric D. Barnes

Frank E. Martin Jr.

Eric D. Barnes

Assistant Secretary

Frank E. Martin, Jr.

Vice-President

State of Maryland }
County of Baltimore } SS:

On this 18th day of December, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN, JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Connie A. Dunn

Connie A. Dunn Notary Public
My Commission Expires: July 14, 2011

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

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

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

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

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Companies on February 29, 2008



Gerald F. Haley

Gerald F. Haley

Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MR
GRA-161 DATE (MM/DD/YYYY)
03/11/08PRODUCER
McSherry & Hudson
License #0056172
575 Auto Center Dr.
Watsonville CA 95076
Phone: 831-724-3841 Fax: 831-724-7574THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED

INTERMOUNTAIN SLURRY SEAL, INC
P.O. BOX 50085
WATSONVILLE CA 95077-5085INSURERS AFFORDING COVERAGE
INSURER A: Valley Forge Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR ADD'L	LTR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL 2088596727 PER ISO FORM CG0001 10/01 BROAD FORM PTY DAMAGE	10/01/06	10/01/09	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ NIL PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contractual Liab	BUA 2088596730 PER ISO FORM CA0001 10/01	10/01/06	10/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 2088596694	10/01/06	10/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
		OTHER	TEN (10) DAYS NOTICE WILL BE GIVEN IN THE EVENT OF CANCELLATION FOR NON-PAYMENT OF PREMIUM. Cynthia D. Bell A and H INSURANCE INC., RENO, NEVADA			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Nevada Resident Agent

Cynthia D. Bell

JOB #161192 CITY OF NORTH LAS VEGAS 2008 - SLURRY SEAL THE CITY OF NORTH
LAS VEGAS IS NAMED ADDITIONAL INSURED AS IT PERTAINS TO THIS PROJECT ONLY

CERTIFICATE HOLDER

LASVEGA

CITY OF NORTH LAS VEGAS
2200 CIVIC CENTER DRIVE
NORTH LAS VEGAS NV 89030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



For All the Commitments You Make®

Policy Number: GL 2088596727 Valley Forge Insurance Company
Named Insured: INTERMOUNTAIN SLURRY SEAL, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Additional Insured:

The City of North Las Vegas and City's Employees, Officers, Design Consultants, Elected Officials, Program Manager, Construction Manager, Agents and Subconsultants are named Additional Insured insofar as work done under this Contract is concerned

Covered Operations:

Job #161192 City of North Las Vegas 2008 – Slurry Seal

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the above Schedule, (hereinafter called "Additional Insured"), but only with respect to liability arising out of operations performed for the Additional Insured by the Named Insured and subject to coverage afforded by the standard Commercial General Liability Coverage Form # CG0001 (10/01)

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

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

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

MCSHERRY & HUDSON

Dann M. Cherry

BY _____
Authorized Representative

DATE: 3/11/2008

Countersigned this 11 day of March 2008

Cynthia D. Bell
A and H INSURANCE, INC., RENO, NEVADA
Nevada Resident Agent
Cynthia D. Bell

BUSINESS LICENSE

City of North Las Vegas
2200 Civic Center Dr
North Las Vegas, NV 89030

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

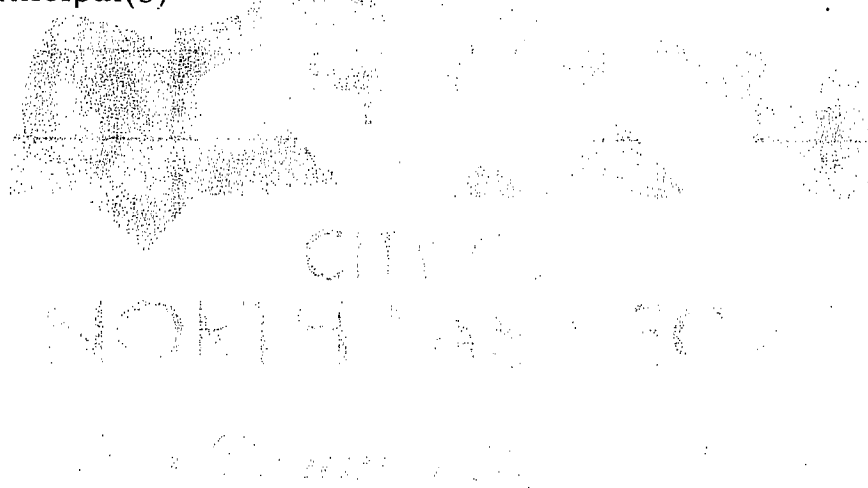
License Number: 70287

Period Ending: 08/31/2008

Type of License: C063 PAVING CONTRACTOR

Business Location: INTERMOUNTAIN SLURRY SEAL, INC
2886 MARCO ST
LAS VEGAS, NV 89115

Owner/Principal(s) INTERMOUNTAIN SLURRY SEAL, INC



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

P11 AAT

Issue To:

Philip F. Stoeckinger
DIRECTOR OF FINANCE

INTERMOUNTAIN SLURRY SEAL, INC
PO BOX 1841
SPARKS, NV 89432

AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT

This AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT (the "Agreement") is made and dated for reference this 5th day of September 2007 by the City of North Las Vegas, Nevada, a political subdivision of the State of Nevada (the "City") and Intermountain Slurry Seal, Inc., a Wyoming corporation (the "Services Provider").

RECITALS

A. The City of Reno, a political subdivision of the State of Nevada and the Services Provider entered into that certain Contract for 2007 Preventative Maintenance Project dated June 13, 2007, which has been attached hereto as Exhibit A and is incorporated by reference (the "Original Contract"). Capitalized terms used in this Agreement and not defined are defined in the Original Contract.

B. The City and the Services Provider desire to use the terms and conditions of the Original Contract as provided in NRS 332.195 to permit the Services Provider to provide certain pavement treatment services for the City, pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

SECTION ONE REVISIONS TO TERMS OF ORIGINAL CONTRACT

1.1 Except for the terms specifically set forth below, the City and the Services Provider agree to use the Original Contract so that the Services Provider may provide certain pavement treatment services for the City under the same terms and provisions as the Original Contract, including without limitation, the Contract Documents, and any bid documentation, attachments and exhibits (collectively, the "Original Contract").

1.2. Wherever the term "City of Reno" appears in the Original Contract, the parties deem such term to mean the "City of North Las Vegas".

1.3. Wherever the term "2007 Preventative Maintenance Project" appears in the Original Contract, the parties deem such term to mean "2007 Preventative Maintenance Program".

1.4. The first sentence of the first full paragraph on page C-2 of the Original Contract is deleted in its entirety and is replaced by the following:

The Contractor hereby further agrees to receive and accept the Contract Sum of Nine Hundred Thousand and no/100 Dollars (\$900,000) as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the Owner, and in the manner and under the conditions specified in the Contract Documents.

1.5. In all other respects, the City and the Services Provider affirm the terms and provisions of the Original Contract.

SECTION TWO REVISIONS TO TERMS OF SPECIAL PROVISIONS

2.1. Except for the terms specifically set forth below, the City agrees to use the Detail Specifications supplement to the Standard Specifications for Public Works Construction (the "Special Provisions") which were incorporated by reference into the Original Contract under the same terms and provisions as the Original Contract.

2.2. Wherever the terms "the City of Reno 'Public Works Design Manual'" and "the Standard Specifications for Public Works Construction" appear in the Original Contract, the parties deem such term to mean the "the Clark County Area Uniform Standard Drawings for Public Works Construction Off-Site Improvements".

2.3. Wherever the term "Orange Book" appears in the Original Contract referring to "the City of Reno 'Public Works Design Manual'" and "the Standard Specifications for Public Works Construction", the parties deem such term to mean "Blue Book" referring to "the Clark County Area Uniform Standard Drawings for Public Works Construction Off-Site Improvements".

2.4. The first sentence of Section 119.04 entitled "Working Day and Time of Completion" on page SP-5 of the Special Provisions shall be amended to delete "forty (40)" and be replaced with "sixty (60)".

2.5. Wherever the term "Engineer" appears in the Special Provisions, the parties deem such term to mean "Project Manager". The parties agree that the Project Manager for this Agreement shall mean Dennis Scott, or any additional person appointed by the Director of Public Works.

2.6. The second paragraph of Section 121.00 entitled "Maintenance of Traffic" on page SP-6 of the Special Provisions shall be deleted in its entirety and be replaced with the following:

The Contractor shall submit three (3) 24"x36" per scale copies of proposed traffic control plans, with the same number of copies of the proposed project schedule, to the City of North Las Vegas Project Manager for review and comments a minimum of seven (7) working days prior to the start of operations. The proposed traffic control

Maintenance Program Scope of Work

ITEM DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES	TOTAL
Type II Slurry Seal, complete, in place at nine cents per square foot	\$0.09	\$400,500.00
Modified Chip Seal, complete, in place at twenty two cents per square foot.	\$0.22	\$110,000.00
Type III Micro Surface, complete, in place at twenty six cents per square foot	\$0.26	\$390,000.00
	TOTAL	\$900,500.00

plans shall be prepared by the Contractor with signatures from all appropriate governmental agencies and licensed professionals. If the Contractor makes significant changes to the traffic control plans, these changes must also be submitted to the Project Manager. The final traffic control plans shall be submitted to the City of North Las Vegas within five (5) working days after receipt of review comments to the proposed traffic control plans.

2.7. The first sentence of the fifth paragraph of Section 121.00 entitled "Maintenance of Traffic" on page SP-7 of the Special Provisions shall be amended to delete "signed by the PTOE/TCS" and replaced with "signed by the Contractor".

2.8. The fourth and fifth sentences of the seventh paragraph of Section 121.00 entitled "Maintenance of Traffic" on the top of page SP-8 of the Special Provisions shall be amended to delete "Contractor's PTOE/TCS" and replaced with "Contractor".

2.9. The fifth bullet point of Section 121.00 entitled "Traffic Control-General Requirements" on page SP-8 of the Special Provisions shall be amended to delete "PTOE/TCS" and replaced with "person".

2.10. The tenth paragraph of Section 121.00 entitled "Traffic Control-Phasing and Access Requirements" of page SP-11 of the Special Provisions shall be deleted in its entirety and be replaced with the following:

No construction activities or lane closures shall take place either within signalized intersections or on Regional Highways and Arterials during peak traffic period or special events. The peak traffic periods are 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m.

2.11. Wherever the term "Citifare" appears in the Contract Documents, the parties deem such term to mean "Citizens Area Transit" or "CAT".

2.12. The contact information in Exhibit A to the Special Provisions entitled "Sample Public Notice Letter" shall be amended to delete "Dave Adams, Project Coordinator-City of Reno (287-9034)" and "Kerrie Koski, Project Manager-City of Reno (334-3304) and replaced with "Dennis Scott, Project Manager-City of North Las Vegas (633-2107)".

2.13. The contact information in Exhibit B to the Special Provisions entitled "Sample Public Notice Door Hanger" shall be amended to delete "Dave Adams, Project Coordinator-City of Reno (287-9034)" and "Kerrie Koski, Project Manager-City of Reno (334-3304) and replaced with "Dennis Scott, Project Manager-City of North Las Vegas (633-2107)".

2.14. The fifth sentence of Section 318.05(2) entitled "Verification" on page SP-24 of the

Special Provisions shall be amended to delete "at no cost to the County" and replaced with "at no cost to the City of North Las Vegas".

2.15. The third paragraph of Section 324 entitled "Painting, Pavement & Marking for Streets" on page SP-30 commencing with: "All permanent pavement markings..." shall be deleted in its entirety.

2.16. The second sentence of Section 355.01 entitled "General" on page SP-45 of the Special Provisions shall be deleted in its entirety and replaced with the following:

The Contractor shall provide to the Project Manager forty-eight (48) hours prior to the start of any construction operation, a schedule showing the order, dates, closures and hours the Contractor proposes to carry out the work on each individual street.

2.17. The second numbered subsection of Section 355.02 entitled "Scheduling" on page SP-45 of the Special Provisions shall be deleted in its entirety and replaced with the following:

The Contractor shall schedule around any special events, or as otherwise directed by the Director of Public Works.

2.18. In all other respects, the City and the Services Provider affirm the terms and provisions of the Special Provisions.

SECTION THREE GENERAL RESPONSIBILITIES OF SERVICES PROVIDER

In addition to any other obligations of Services Provider under the Original Contract, the Services Provider has the following responsibilities:

3.1. The Services Provider shall not reproduce, display, or otherwise use the name, logo or any other intellectual property, including without limitation, any trade name, mark, patent or copyright, of the City without the City's prior written consent.

3.2. The Services Provider, and its agents and employees will cooperate with the City in the performance of this Agreement and will be available for consultation with the City at all reasonable times during normal business hours.

3.3. The Services Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements, as such may be amended or modified from time to time (collectively, the "Legal Requirements") in performing this Agreement. The Services Provider shall at its own expense obtain and maintain in full force and effect at all times all necessary permits, licenses and other

governmental approvals required by applicable Legal Requirements to be obtained and maintained by the Services Provider with respect to this Agreement and the business of the Services Provider (collectively, the "Governmental Approvals").

SECTION FOUR FISCAL FUNDING OUT

The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Services Provider obtained under this Agreement, said Agreement will be terminated when appropriated funds expire.

SECTION FIVE REPRESENTATIONS AND WARRANTIES

5.1. The Services Provider hereby represents and warrants the following for the benefit of the City:

A. The Services Provider is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Wyoming and is duly qualified to do business in, and is in good standing in, Nevada, and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

B. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof on the part of the Services Provider will not result in a breach of any instrument to which the Services Provider is a party or by which the Services Provider is bound or of any judgment, decree or order of any court or governmental body or any Legal Requirement applicable to the Services Provider.

5.2. The representations and warranties made by the Services Provider herein shall survive the completion of the Project and the termination or expiration of the Agreement.

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements of the Original Contract, the Services Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorney fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Services Provider, its subcontractors, agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this

Agreement. This Section 6 shall survive the completion of the Project and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN MISCELLANEOUS

7.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

7.2. Assignment. Any attempt to assign this Agreement by the Services Provider without the prior written consent of the City shall be void.

7.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

7.4. Partial Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect.

7.5. Attorneys' Fees. In the event any action is commenced by either party against the other in connection herewith (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including, without limitation, fees for the services of the City Attorney's Office. This Section 7.5 shall survive the termination or expiration of this Agreement until the applicable statutes of limitation expire.

7.6. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

7.7. Ownership of documents. All plans, drawings, specifications, reports, photographs, studies, permits, estimates, digital mapping, CAD files, mylar or other like documents given, prepared or assembled by the Services Provider related to the performance of this Agreement are deemed to be a "Work made for Hire" and are the property of the City, except to the extent such is not allowed by applicable Legal Requirements.

7.8. Further Assurances. The parties shall each execute and deliver all such documents and perform such acts as are reasonably requested by the other party to effectuate the transactions contemplated by this Agreement.

7.9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior representations, agreements, and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties.

7.10. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

7.11. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the City and the Services Provider have caused this Agreement to be executed as of the day and year first above written.

CITY
CITY OF NORTH LAS VEGAS,
a political subdivision of the State of Nevada

By: 

Michael L. Montandon, Mayor

SERVICES PROVIDER
INTERMOUNTAIN SLURRY SEAL, INC.,
a Wyoming corporation

By: 

Name: Karl Sum Lee

Title: Secretary

ATTEST:

By: 

Karen L. Storms, CMC, City Clerk

APPROVED AS TO FORM:

Carie A. Torrence, City Attorney

By: 

Bethany Rudd Sanchez, Deputy City Attorney

EXHIBIT A
ORIGINAL CONTRACT
(To Be Attached)

CONTRACT

City of Reno, Nevada

2007 PREVENTATIVE MAINTENANCE PROJECT

Contract No F100050

PWP# WA-2007-269

This Agreement, made and entered into this 13 day of June, 2007, in Reno, Nevada, by and between the City of Reno, hereinafter called the City, and Intermountain Slurry Seal, Inc.

Witnesseth, that the Contractor agrees with the City, for the consideration and Agreements hereinafter mentioned and contained to be made and performed by the City, and under the conditions expressed in two (2) bonds bearing even date with these presents, approved by the City Attorney and hereunto annexed, that he, the Contractor, shall and will at his own proper cost and expense, do all the work and furnish all the materials and any incidentals, necessary for the substantial construction and completion of the aforementioned project, to the satisfaction of the City. Work shall be completed in strict conformity, in every part and particular, with the annexed Proposal, Plans, Special Provisions, Standard Specifications, and Standard Details which are made a part hereof (Contract Documents), and in full compliance with the terms of this Agreement.

And the Contractor hereby further agrees to receive and accept the unit prices set forth in the Proposal Schedule of Prices hereto annexed and hereby made a part of this agreement, as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the City, and in the manner and under the conditions hereinafter specified.

The City hereby promises and agrees with the Contractor, to employ, and does hereby employ, the Contractor to provide the materials and to complete all the work according to the terms and conditions herein contained and referred to, for the unit prices set forth in the Proposal Schedule of Prices, and hereby contracts to pay the said Contractor at the time, in the manner, and upon the conditions set forth in the Contract Documents, and the said parties themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

The Contractor further agrees that no monies payable under this contract shall be assigned by power of attorney, or otherwise, except upon written consent of the City.

The Contractor covenants and agrees to conform to and comply with all requirements contained in Wage and Equal Opportunity requirements hereto annexed and hereby made a part of this Agreement.

The Contractor further agrees that he shall promptly repair, replace, restore, or rebuild, as the City may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur, because of such defects, during a one-year period subsequent to the date of final acceptance.

It is further expressly agreed, by and between the parties hereto, that should there be any conflict between the Contract Documents and the bid or proposal of said Contractor, the Contract Documents shall control and nothing herein shall be considered an acceptance of the said terms of said proposal conflicting therewith. Furthermore, the components of the Contract Documents shall be assigned the following hierarchy, with the items listed in order of decreasing control as follows:

Executed Change Orders
Addenda
Contract

Instructions to Bidders
Standard or Technical Specifications
Special Provisions
Improvement Plans
Schedule of Prices
Proposal
City of Reno Public Works Design Manual/Standard Drawing Details

The Contractor hereby further agrees to receive and accept the Contract Sum of eight hundred sixty four thousand four hundred and 00/100----- Dollars (\$ 864,400.00), as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the Owner, and in the manner and under the conditions specified in the Contract Documents.

The said Contractor hereby further agrees that the payment of the final amount due under this contract shall release the City from any and all claims or liability on account of work performed under this contract, other than such claims, if any, as may be specifically excepted by the Contractor in writing at the time final payment is made.

In witness whereof, the parties to these presents have hereunto set their hands and seals the year and date first above written:

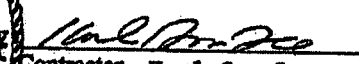
ATTEST:

City of Reno, Nevada


City Clerk of the
City of Reno, Nevada

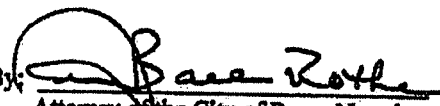

Mayor

Intermountain Slurry Seal, Inc.


Contractor Karl Sum Lee
Secretary



I hereby certify that I have examined the contract and find the same to be in accordance with the Reno Municipal Code.

By: 
Attorney of the City of Reno, Nevada

Premium included in Performance Bond

**Bond No.: 8206-65-49 Federal
104931011 Travelers
08892563 F&D

LABOR AND MATERIAL BOND

BOND NUMBER see above**

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the City of Reno in the State of Nevada has awarded to
Intermountain Slurry Seal, Inc.
Hereinafter designated as the "Principal", a Contract for the construction of the

2007 PREVENTATIVE MAINTENANCE PROJECT - CONTRACT NO. F100050

and WHEREAS, said Principal is required under the terms of said contract to furnish a Bond for the labor and materials used in said Contract.

NOW, therefore, we the Principal and Federal Insurance Company*
as Surety, are held and firmly bound unto the City of Reno in the State of Nevada, in the penal sum of
EIGHT HUNDRED SIXTY FOUR THOUSAND FOUR HUNDRED AND 00/100 Dollars
(\$ 864,400.00), lawful money of the United States being not less than one hundred
percent (100%) of the estimated Contract cost of the work, for the payment of which sum well and truly
to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his
or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials,
provisions, supplies, implements or machinery used in, upon, for, or about the performance of work
contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the
Unemployment Compensation Law with respect to such work or labor, as required by the provisions of
NRS 612, and provided that the claimant shall have complied with the provisions of said law, the Surety
hereon will pay for the same within thirty (30) calendar days in an amount not exceeding the sum
specified in this bond, and the above obligation shall then be null and void. Otherwise, it shall remain in
full force and account. In case suit is brought upon this Bond and the said Surety agrees to pay a
reasonable attorney's fee to be fixed by the Court.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation
shall hold good for a period of one (1) year after the completion and acceptance of the said work, during
which time if the above bounden Principal, his or its heirs, executors, administrators, successors or
assigns shall make full, complete and satisfactory repair and replacements or totally protect the said City
of Reno in the State of Nevada from loss or damage made evident during said period of one (1) year from
the date of acceptance of said works, and resulting from or caused by defective materials or faulty
workmanship in the prosecution of the work done. The above obligation shall remain in full force and
effect; otherwise the above obligation shall be void.

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

Executed in 1 Counterpart

LABOR AND MATERIAL BOND (CONTINUED)

BOND NUMBER **

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 20 day of June, 2007, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

Intermountain Slurry Seal, Inc.
Company Name

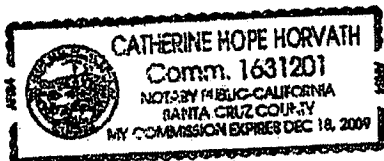
By: [Signature]
(Note: signature to be notarized)

Karl Sum Lea, Secretary

NOTARY

Subscribed and sworn to before me this
20 day of June, 2007.

[Signature]
Notary Public
Catherine Hope Horvath



APPROVED AS TO LEGAL FORM:

[Signature]
DEPUTY CITY ATTORNEY

SURETY

Federal Insurance Company*
Surety Name

By: [Signature]
(Note: signature to be notarized)

Mary H. Lonergan, Attorney-in-Fact
NOTARY

Subscribed and sworn to before me this
20 day of June, 2007.

[Signature]
Notary Public
Catherine Hope Horvath

LICENSED NEVADA RESIDENT AGENT

[Signature]
Resident Agent Company

3301 S Virginia
Address

Las Vegas, NV 89502
City, State, ZIP

775-829-2600

Phone number

[Signature]
Signature

CYNTHIA D. BELL
Print name

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

Premium: \$3,025.00

** Bond No.: 8206-65-49 Federal
104931011 Travelers
08892563 F&D

PERFORMANCE BOND

BOND NUMBER see above**

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the City of Reno in the State of Nevada has awarded to
Intermountain Slurry Seal, Inc.
Hereinafter designated as the "Principal", a Contract for the construction of

2007 PREVENTATIVE MAINTENANCE PROJECT - CONTRACT NO. F100050

and WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract.

NOW, therefore, we the Principal and Federal Insurance Company*
as Surety, are held and firmly bound unto the City of Reno in the State of Nevada, in the penal sum of
EIGHT HUNDRED SIXTY FOUR THOUSAND FOUR HUNDRED AND 00/100 Dollars
(\$ 864,400.00), lawful money of the United States, being not less than one hundred percent
(100%) of the estimated Contract cost of the work for the payment of which sum well and truly to be
make, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his
or its heirs, executors, administrators, successors, or assigns, shall in all things, stand to and abide by, and
well and truly keep and faithfully perform the covenants, conditions and agreements in the said Contract
and any alterations make as therein provided, on his or its part to be kept and performed at the time and in
the manner therein specified, and in all respects according to their true intent and meaning; and shall
indemnify and save harmless the City of Reno in the State of Nevada, its officers, agents, as therein
stipulated; then this obligation shall become null and void. Otherwise it shall be and remain in full force
and virtue.

The Bond shall inure to the benefit of any and all persons, companies and corporations entitled to
file claims under NRS 339, so as to give a right of action to them or their assigns in any suit brought upon
this Bond.

Executed in 1 Counterpart

PERFORMANCE BOND (CONTINUED)

BOND NUMBER **

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 20 day of June, 2 007, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

Intermountain Slurry Seal, Inc.
Company Name

By: Karl Sum Lee
(Note: signature to be notarized)

Karl Sum Lee, Secretary
NOTARY

Subscribed and sworn to before me this
20 day of June, 2 007.

Catherine Hope Horvath
Notary Public
Catherine Hope Horvath
CH4052



APPROVED AS TO LEGAL FORM:

Barbara Paine
DEPUTY CITY ATTORNEY

SURETY

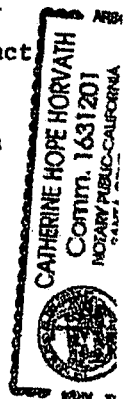
Federal Insurance Company*
Surety Name

By: Mary H. Lonergan
(Note: signature to be notarized)

Mary H. Lonergan, Attorney-in-Fact
NOTARY

Subscribed and sworn to before me this
20 day of June, 2007.

Catherine Hope Horvath
Notary Public
Catherine Hope Horvath
CH4053



LICENSED NEVADA RESIDENT AGENT

Carol H. Agency
Resident Agent Company

3301 So Virginia
Address

Reno, NV 89502
City, State, ZIP

775-829-2600
Phone number

Cynthia D. Bell
Signature

Cynthia D. Bell
Print name

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



**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

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

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Deborah S. Jackson, R.C. Albritton, John D. GIBBARD, Jigleha Desal and Mary H. Lonergan of Watsonville, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf of Granite Construction Incorporated and all Subsidiaries, alone or in joint venture.

In connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 2nd. Day of August, 2007


Kenneth C. Wendel, Assistant Secretary

STATE OF NEW JERSEY


John P. Smith, Vice President

ss.

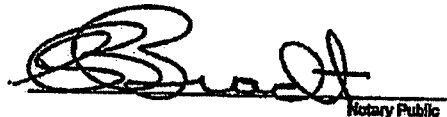
County of Somerset

On this 2nd day of August, 2007 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Natural Seal



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


Notary Public

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

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

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this **June 20, 2007**




Kenneth C. Wendel, Assistant Secretary

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



POWER OF ATTORNEY

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

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

Attorney-In-Fact No. 217455

Surety Bond No. or Project Description:
104931011

Principal: GRANITE CONSTRUCTION COMPANY
Obligee: City of Reno

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

On behalf of Granite Construction Incorporated and all Subsidiaries alone or in Joint Venture.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of July, 2006.

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

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



State of Connecticut
City of Hartford ss.

By:
George W. Thompson, Senior Vice President

On this the 26th day of July, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this June 20, 2007


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the next page hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint R.C. ALLBRITTON, Jigisha DESAI, Deborah S. JACKSON, John D. GILLILAND, and Mary H. LONERGAN, all of Watsonville, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings issued on behalf of Granite Construction, Incorporated, Watsonville, California and all subsidiaries alone or in a joint venture, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if it had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, MD, in their own proper persons. This power of attorney revokes that issued on behalf of R.C. ALLBRITTON, Jigisha DESAI, Deborah S. JACKSON, John D. GILLILAND and Mary H. LONERGAN, dated June 23, 2005.

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

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

ATTEST:

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



Gregory E. Murray

William J. Mills

By:

Gregory E. Murray

Assistant Secretary

William J. Mills

Vice-President

State of Maryland }
County of Baltimore } ss:

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

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



Stephen G. Mazley

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

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

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

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

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

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Companies on June 20, 2007



Gerald F. Haley

Gerald F. Haley

Assistant Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP 10 MC
GRA-161

DATE (MM/DD/YYYY)
06/27/07

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

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

INSURED

INTERMOUNTAIN SLURRY SEAL, INC
P.O. BOX 50085
WATSONVILLE CA 95077-5085

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Valley Forge Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

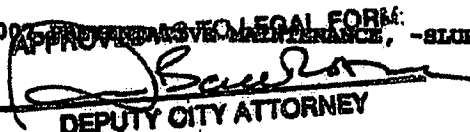
COVERAGES

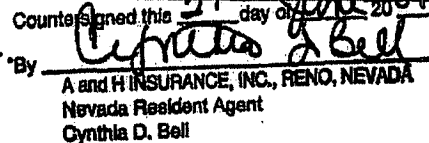
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

MARK (A) (1) LYR (2) (3)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> ECU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC	GL 2088596727 PER ISO FORM CG2000 10/01 BROAD FORM BFTY DAMAGE	10/01/06	10/01/09	EACH OCCURRENCE \$ 2,000,000 DAMAGES TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ NIL PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contractual Liab	BUA 2088596730 PER ISO FORM CA2002 10/01	10/01/06	10/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	TEN (10) DAYS NOTICE WILL BE GIVEN IN THE EVENT OF CANCELLATION FOR NONPAYMENT OF PREMIUM			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC 2088596694	10/01/06	10/01/09	<input checked="" type="checkbox"/> UNLIMITE DUTY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 2,000,000 EL DISEASE - EA EMPLOYEE \$ 2,000,000 EL DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /:

JOB#161182, 2007 INTERMOUNTAIN SLURRY SEAL - SLURRY SEAL

APPROVED BY: 
DEPUTY CITY ATTORNEY

Countersigned this 27 day of June 2007
By: 
A and H INSURANCE, INC., RENO, NEVADA
Nevada Resident Agent
Cynthia D. Bell

CERTIFICATE HOLDER

CITY OF RENO
PUBLIC WORKS DEPARTMENT
P.O. BOX 1900
RENO NV 89505

RENO

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY REGISTERED MAIL, 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE





For All the Commitments You Make®

Policy Number: GL 2088596727
Named Insured: Intermountain Slurry Seal

Valley Forge Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Additional Insured:

The City of Reno

Covered Operations:

Job161182, 2007 Preventative Maintenance, -Slurry Seal-

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the above Schedule, (hereinafter called "Additional Insured"), but only with respect to liability arising out of operations performed for the Additional Insured by the Named Insured and subject to coverage afforded by the standard Commercial General Liability Coverage Form #CG0001 (10/01)

This insurance policy will not be cancelled, limited, non renewed, or coverage reduced until thirty (30) days after receipt by the additional insured named above of a written notice of such cancellation, reduction of coverage or non renewal. In the event of cancellation for non-payment of premium, ten (10) days written notice of such cancellation will be given.

MCSHERRY & HUDSON

Dann M. Berry

BY: _____
Authorized Representative

Date: 06/27/2007

Countersigned this 27 day June 20 07
By Cynthia D. Bell
A and H INSURANCE, INC., RENO, NEVADA
Nevada Resident Agent
Cynthia D. Bell

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MR
GRA-161

DATE (MM/DD/YYYY)
09/11/07

PRODUCER
McSherry & Hudson
License #0056172
575 Auto Center Dr.
Watsonville CA 95076
Phone: 831-724-3841 Fax: 831-724-7574

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

INSURED

INTERMOUNTAIN SLURRY SEAL, INC
P.O. BOX 50085
WATSONVILLE CA 95077-5085

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Valley Forge Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL 2088596727 PER ISO FORM CG0001 10/01 BROAD FORM PPTY DAMAGE	10/01/06	10/01/09	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ NIL PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contractual Liab	BUA 2088596730 PER ISO FORM CA0001 10/01	10/01/06	10/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC 2088596694	10/01/06	10/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Countersigned this 11 day of Sept 07
Cynthia D. Bell
A and H INSURANCE, INC., RENO, NEVADA
Nevada Resident Agent
Cynthia D. Bell

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

JOB #161189 2007 PREVENTATIVE MAINTENANCE PROGRAM - SLURRY SEAL

CERTIFICATE HOLDER

LAS VEGA

CITY OF NORTH LAS VEGAS
50 EAST BROOKS
NORTH LAS VEGAS NV 89030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Denn McCamy



For All the Commitments You Make®

Policy Number: GL 2088596727 Valley Forge Insurance Company
Named Insured: INTERMOUNTAIN SLURRY SEAL, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Additional Insured:

City of North Las Vegas, Employees, Officers, Design Consultants, Elected Officials, Program Manager, Construction Manager, Agents and Subconsultants

Covered Operations:

Job #161189 2007 Preventative Maintenance Program – Slurry Seal

WHO IS AN INSURED (Section II) is amended to include as an insured person or organization shown in the above Schedule, (hereinafter called "Additional Insured"), but only with respect to liability arising out of operations performed for the Additional Insured by the Named Insured and subject to coverage afforded by the standard Commercial General Liability Coverage Form #CCG0001 (10/01)

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

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

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

MCSHERRY & HUDSON

Dennis M. Cherry

BY _____
Authorized Representative

DATE: 9/11/2007

COUNTERSIGNED this 11 day of Sept 2007
By *Cynthia D. Bell*
A and H INSURANCE, INC., RENO, NEVADA
Nevada Resident Agent
Cynthia D. Bell



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: (908) 903-3485 • Facsimile: (908) 903-3656

FEDERAL INSURANCE COMPANY*

PERFORMANCE BOND

8206-66-89 Federal
104985473 Travelers
Bond No. 08901653 F&D **Premium Amount \$** 3,152.00

Know All Men By These Presents,

That we, Intermountain Slurry Seal, Inc.

(hereinafter called the Principal),
as Principal, and the FEDERAL INSURANCE COMPANY*, Warren, New Jersey, a corporation duly organized under
the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of North Las Vegas

(hereinafter called the Obligee),

in the sum of
Nine Hundred Thousand Five Hundred and 00/100----- Dollars
(\$900,500.00-----), for the payment of which we, the said Principal and said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this September 6, 2007

WHEREAS, the Principal entered into a certain Contract with the Obligee, dated
for
2007 Preventative Maintenance Program

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as
if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall
well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth
and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract
specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said
Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be
null and void; otherwise shall remain in full force and effect, subject however, to the following conditions:

Executed in 1 Counterpart

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

Intermountain Slurry Seal, Inc.

Principal

By:

Karl Sum Lee

Karl Sum Lee, Secretary

FEDERAL INSURANCE COMPANY*

By:

Mary H. Lonergan

Mary H. Lonergan, Attorney-in-Fact

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

**Hartford, CT; Baltimore, MD, respectively

***Connecticut; Maryland, respectively

Countersigned this 1 day of Sept, 2007

By

Cynthia D. Bell

A and H INSURANCE, INC., RENO, NEVADA

Nevada Resident Agent

Cynthia D. Bell

3301 So. Virginia
Reno, NV 89502

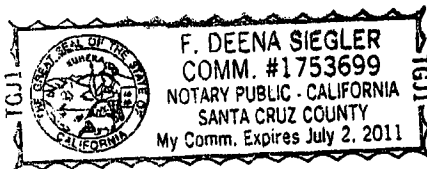
ACKNOWLEDGEMENT

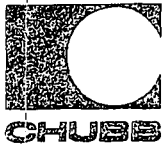
STATE OF CALIFORNIA }
 }
COUNTY OF SANTA CRUZ }

On September 6, 2007 before me, F. Deena Siegler, Notary Public
personally appeared Mary H. Lonergan, Attorney-in-Fact
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

F. Deena Siegler
Signature of Notary Public





CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: (908) 903-3485 • Facsimile: (908) 903-3656

FEDERAL INSURANCE COMPANY *

8206-66-89 Federal
104985473 Travelers
Bond No. 03901653 F&D

PAYMENT BOND

Premium Amount \$ Premium included in
Performance Bond

Know All Men By These Presents,

That we, Intermountain Slurry Seal, Inc.

(hereinafter called the Principal),
as Principal, and the FEDERAL INSURANCE COMPANY*, Warren, New Jersey, a corporation duly organized under
the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of North Las Vegas

(hereinafter called the Obligor),

in the penal sum of Nine Hundred Thousand Five Hundred and 00/100----- Dollars
(\$ 900,500.00-----), for the payment of which we, the said Principal and the said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain Contract with the Obligor, dated
for 2007 Preventative Maintenance Program

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as
if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall pay all lawful
claims of sub-contractors, materialmen, or laborers for labor performed or materials furnished directly to the Princi-
pal, in the performance of said Contract, we agreeing that this bond shall be for the benefit of any sub-contractor,
materialmen or laborer having a just claim, then this obligation shall be void; otherwise to remain in full force and
effect, subject, however to the following condition:

No suit or action shall be commenced hereunder by any claimant:

- a) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it
being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the
construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of
limitation permitted by such law.

Executed in 1 Counterpart

b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

Sealed with our seals and dated this

September 6, 2007

Intermountain Slurry Seal, Inc.

Principal

By: Karl Sum Lee
Karl Sum Lee, Secretary

FEDERAL INSURANCE COMPANY*

By: Mary H. Lonergan
Mary H. Lonergan, Attorney-in-Fact

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

**Hartford, CT; Baltimore, MD, respectively

***Connecticut; Maryland, respectively

Countersigned this 1 day of Sept 2007
By: Cynthia D. Bell
Land H Insurance, Inc., RENO, NEVADA
Nevada Resident Agent
Cynthia D. Bell
3301 So Virginia
Reno, NV 89502

ACKNOWLEDGEMENT

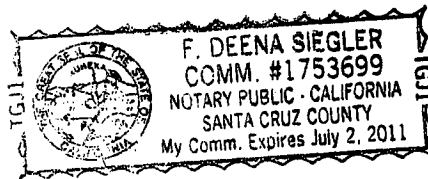
STATE OF CALIFORNIA }
 }
COUNTY OF SANTA CRUZ }

On September 6, 2007 before me, F. Deena Siegler, Notary Public
personally appeared Mary H. Lonergan, Attorney-in-Fact

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

WITNESS my hand and official seal.

F. Deena Siegler
Signature of Notary Public





**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

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

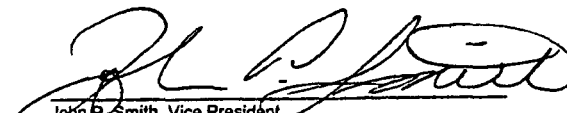
Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Deborah S. Jackson, R.C. Allbritton, John D. Gilliland, Jigisha Desai and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

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf of Granite Construction Incorporated and all Subsidiaries, alone or in joint venture.

in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 2nd. Day of August, 2005


Kenneth C. Wendel, Assistant Secretary


John P. Smith, Vice President

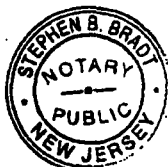
STATE OF NEW JERSEY

ss.

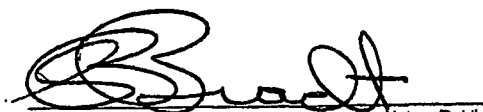
County of Somerset

On this 2nd. day of August, 2005 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



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


Notary Public

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

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

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this September 6, 2007




Kenneth C. Wendel, Assistant Secretary

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



POWER OF ATTORNEY

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

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

Attorney-In-Fact No. 217455

Surety Bond No. or Project Description: 104985473
Principal: Intermountain Slurry Seal, Inc.
Obligee: City of North Las Vegas

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

On behalf of Granite Construction Incorporated and all Subsidiaries alone or in Joint Venture.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of July, 2006.

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

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



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 26th day of July, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this September 6, 2007


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

BUSINESS LICENSE

City of North Las Vegas
2200 Civic Center Dr
North Las Vegas, NV 89030

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

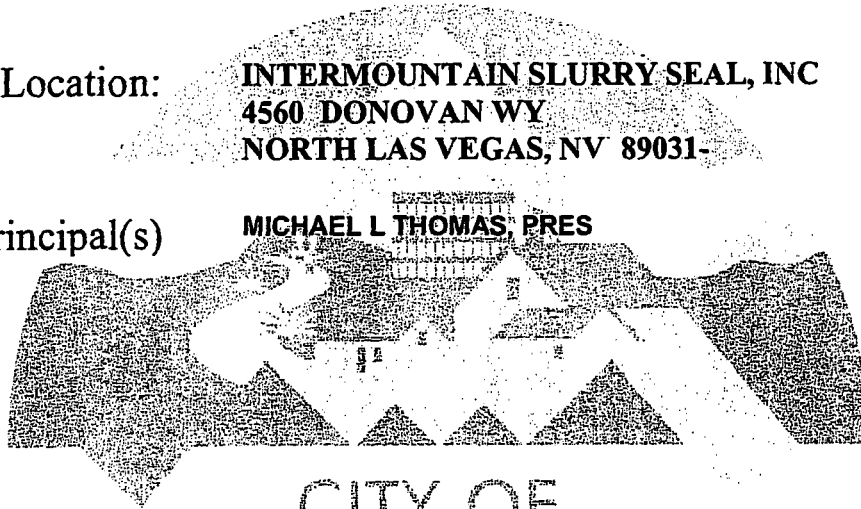
License Number: 70287

Period Ending: 02/29/2008

Type of License: C063 PAVING CONTRACTOR

Business Location: INTERMOUNTAIN SLURRY SEAL, INC
4560 DONOVAN WY
NORTH LAS VEGAS, NV 89031-

Owner/Principal(s) MICHAEL L THOMAS, PRES



CITY OF
NORTH LAS VEGAS

Your Community of Choice

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

A handwritten signature in black ink, appearing to read "P F Stoeckinger", is written over a horizontal line.

Philip F. Stoeckinger
DIRECTOR OF FINANCE

Issue To:

INTERMOUNTAIN SLURRY SEAL, INC
PO BOX 1841
SPARKS, NV 89432