

# Attachment D

CONTRACT FOR PUBLIC WORK  
COUNTY OF MONTEREY  
STATE OF CALIFORNIA  
PROJECT NO. 723205

THIS AGREEMENT, is made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and GRANITE ROCK COMPANY, hereinafter called the "Contractor," WITNESSETH:

1 THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the Contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

ARROYO SECO ROAD MP 2.5 STORM DAMAGE REPAIR  
PROJECT NO. 723205

In accordance with this agreement and with all of the following additional Contract documents which are incorporated into and made a part of this agreement:

- (a) The Standard Specifications 2022, and the Standard Plans 2022, including issued revision, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:  
ARROYO SECO ROAD MP 2.5 STORM DAMAGE REPAIR  
PROJECT NO. 723205
- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The Payment and Performance bonds
- (f) Federal Wage Rates
- (g) Certificate of Insurance
- (h) Form FHWA-1273

- (i) The accepted bid/proposal including the following:
  - (1) List of Subcontractors
  - (2) Equal Employment Opportunity Certification
  - (3) Public Contract Code
    - Section 10285.1 Statement
    - Section 10162 Questionnaire
    - Section 10232 Statement
  - (4) Noncollusion Declaration
  - (5) Debarment and Suspension Certification
  - (6) NonLobbying Certification For Federal-Aid Contracts
  - (7) Disclosure of Lobbying Activities
  - (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
  - (9) Statement Concerning Employment Of Undocumented Aliens
  - (10) Contractor's Certificate As To Workers' Compensation
  - (11) List of Satisfied Public Agencies
  - (12) Exhibit 15-G Construction Contract DBE Commitment
  - (13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
  - (14) Exhibit 15-H DBE Information-Good Faith Efforts
  - (15) Bidder's Bond

All Contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this Contract:

**ARROYO SECO ROAD MP 2.5 STORM DAMAGE REPAIR  
PROJECT NO. 723205**

**BID:**

Item No.	Item Code	F S P	Description	Unit	Quantity	Unit Price	Item Total
1	66999		Construction Staking	LS	1	\$ 30,000.00	\$ 30,000.00
2	120090		Construction Area Signs	LS	1	\$ 4,100.00	\$ 4,100.00
3	120100		Traffic Control System	LS	1	\$ 48,800.00	\$ 48,800.00
4	120120		Type III Barricade	EA	4	\$ 125.00	\$ 500.00
5	129000		Temporary Railing (Type K)	LF	460	\$ 65.00	\$ 29,900.00
6	129090		Temporary Alternative Crash Cushion	EA	8	\$ 3,500.00	\$ 28,000.00
7	130100		Job Site Management	LS	1	\$ 28,125.00	\$ 28,125.00
8	130200		Prepare Water Pollution Control Program	LS	1	\$ 1,500.00	\$ 1,500.00
9	130680		Temporary Silt Fence	LF	515	\$ 13.50	\$ 6,952.50
10	130710		Temporary Construction Entrance	EA	2	\$ 4,500.00	\$ 9,000.00
11	130900		Temporary Concrete Washout	LS	1	\$ 1,200.00	\$ 1,200.00
12	160110		Temporary High-Visibility Fence	LF	515	\$ 15.00	\$ 7,725.00
13	170103		Clearing And Grubbing (Ls)	LS	1	\$ 58,500.00	\$ 58,500.00
14	190101		Roadway Excavation	CY	4,350	\$ 136.00	\$ 591,600.00
15	192001	F	Structure Excavation	CY	45	\$ 164.00	\$ 7,380.00
16	193001	F	Structure Backfill	CY	30	\$ 524.00	\$ 15,720.00
17	193119	F	Lean Concrete Backfill	CY	630	\$ 341.00	\$ 214,830.00
18	198010		Imported Borrow (Cy)	CY	1,450	\$ 120.00	\$ 174,000.00
19	208688		Pvc Pipe Conduit	LF	50	\$ 71.00	\$ 3,550.00
20	210350		Fiber Rolls	LF	2,200	\$ 8.00	\$ 17,600.00
21	210430		Hydroseed	SQFT	17,000	\$ 0.65	\$ 11,050.00
22	260203		Class 2 Aggregate Base (Cy)	CY	145	\$ 185.00	\$ 26,825.00
23	260204		Temporary Class 2 Aggregate Base (Cy)	CY	125	\$ 185.00	\$ 23,125.00
24	390132		Hot Mix Asphalt (Type A)	TON	195	\$ 231.00	\$ 45,045.00
25	477020	F	Mechanically Stabilized Embankment	SQFT	1,516	\$ 143.50	\$ 217,546.00
26	480600		Temporary Shoring	LS	1	\$ 6,000.00	\$ 6,000.00
27	510092	F	Structural Concrete, Headwall	CY	12	\$ 5,360.00	\$ 64,320.00
28	520101	F	Bar Reinforcing Steel	LB	2,365	\$ 4.00	\$ 9,460.00
29	568056		Relocate Sign Structure	EA	1	\$ 900.00	\$ 900.00
30	665010		12" Corrugated Steel Pipe	LF	6	\$ 332.00	\$ 1,992.00
31	665048		48" Corrugated Steel Pipe (.138" Thick)	LF	243	\$ 534.00	\$ 129,762.00
32	680902		6" Perforated Plastic Pipe Underdrain	LF	80	\$ 323.00	\$ 25,840.00

**BID:**

Item No.	Item Code	F S P	Description	Unit	Quantity	Unit Price	Item Total
33	680903		6" Non-Perforated Plastic Pipe Underdrain	LF	95	\$ 223.00	\$ 21,185.00
34	703776		Galvanized Debris Bollard	EA	11	\$ 1,800.00	\$ 19,800.00
35	710134		Remove Pipe (Ea)	EA	1	\$ 300.00	\$ 300.00
36	710138		Remove Downdrain (Ea)	EA	1	\$ 1,400.00	\$ 1,400.00
37	721431		Concrete (Concrete Apron)	CY	8	\$ 3,450.00	\$ 27,600.00
38	723050		Rock Slope Protection (1/4 T, Class V, Method B) (Cy)	CY	90	\$ 385.00	\$ 34,650.00
39	723095		Rock Slope Protection (20 Lb, Class I, Method B) (Cy)	CY	50	\$ 335.00	\$ 16,750.00
40	723116		Gravel Filter	CY	20	\$ 570.00	\$ 11,400.00
41	730010		Minor Concrete (Curb) (Lf)	LF	245	\$ 105.00	\$ 25,725.00
42	731504		Minor Concrete (Curb and Gutter)	CY	3	\$ 7,360.00	\$ 22,080.00
43	731840		Remove Concrete (Curb and Gutter)	LF	240	\$ 22.00	\$ 5,280.00
44	810200		Temporary Delineator (Class 1)	EA	11	\$ 65.00	\$ 715.00
45	820250		Remove Roadside Sign	EA	4	\$ 70.00	\$ 280.00
46	839759	F	Salvage Concrete Barrier (Type K)	LF	100	\$ 65.00	\$ 6,500.00
47	840501		Thermoplastic Traffic Stripe	LF	630	\$ 14.00	\$ 8,820.00
48	846026		Remove Pavement Marking	SQFT	65	\$ 12.00	\$ 780.00
49	999990		Mobilization	LS	1	\$ 143,087.00	\$ 143,087.00
<b>Total Cost</b>							<b>2,187,199.50</b>

F – Final Pay Item  
S – Specialty Item  
P – Partial Pay Item

#### 4 PUBLIC WORKS CONTRACT

The parties to this AGREEMENT understand and agree that this is a Public Works Contract pursuant to California Public Contract Code Section 7103.5 which states,

(a) As used in this section:

(1) "Public works contract" means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.

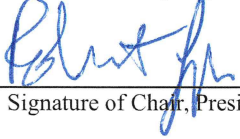
- (2) "Awarding body" means the state or the subdivision or agency awarding a public works contract.
- (b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.
- (c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

**CONTRACTOR:**

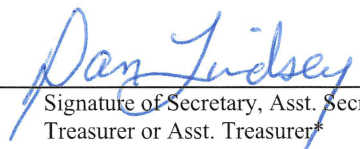
GRANITE ROCK COMPANY

(Name of Company)

By:   
Signature of Chair, President, or Vice-President

Robert Snyder, E.V.P.  
Printed Name and Title

Date: 9/14/23

By:   
Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer\*

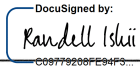
Dan Lindsey, CFO  
Printed Name and Title

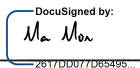
Date: 9/14/23

**COUNTY OF MONTEREY:**

AUDITOR-CONTROLLER


APPROVED AS TO FISCAL TERMS

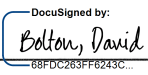
By:   
Name: Randell Ishii, MS, PE, TE, PTOE  
Title: Director of Public Works, Facilities and Parks  
Dated: 9/19/2023 | 3:30 PM PDT

By:   
Name: Ma Mon  
Title: Chief Deputy Auditor-Controller  
Date: 9/19/2023 | 1:25 PM PDT

OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT APPROVED AS TO INDEMNITY/ INSURANCE PROVISIONS

By:   
Name: Mary Grace Perry  
Title: Deputy County Counsel  
Date: 9/19/2023 | 12:05 PM PDT

By:   
Name: Leslie J. Girard  
Title: County Counsel  
Date: 9/19/2023 | 3:29 PM PDT

**\*INSTRUCTIONS:** If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/8/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

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

<b>PRODUCER</b> Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	<b>CONTACT NAME:</b> Chris Kelley <b>PHONE (A/C. No., Ext):</b> 415-402-6521 <b>FAX (A/C. No):</b> 415-989-9923 <b>E-MAIL ADDRESS:</b> ckelly@woodruffssawyer.com														
<b>INSURED</b> Granite Rock Company 350 Technology Dr. Watsonville, CA 95076	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : American Contractors Insurance Co RRG</td> <td style="text-align: center;">12300</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER C : ACIG Insurance Company</td> <td style="text-align: center;">19984</td> </tr> <tr> <td>INSURER D : Berkley Assurance Company</td> <td style="text-align: center;">39462</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Contractors Insurance Co RRG	12300	INSURER B : Continental Insurance Company	35289	INSURER C : ACIG Insurance Company	19984	INSURER D : Berkley Assurance Company	39462	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

**COVERAGES      CERTIFICATE NUMBER: 1862039131      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A A A	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL23A00056 GL23B00056 (GL Excess) GL23C00056 (GL Excess)	6/1/2023 6/1/2023 6/1/2023	6/1/2024 6/1/2024 6/1/2024	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	AL23000019	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			7014990956	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WCA000026123	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution/Professional Liability			PCAB50223200623	6/1/2023	6/1/2024	Per Claim*/Aggregate \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Excess GL & AL: Insurer issues an Excess Liability policy that follows Commercial General Liability and Auto Liability for \$10M Each Occurrence/\$10M Aggregate. Professional/Pollution \*Aggregate limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses.  
 GR Job #8205; Project: Arroyo Seco Rd MP 2.5 Storm Damage Repair. The County of Monterey, its officer, agents, and employees are additional insured per the attached forms, wherein coverage is Primary and Non-Contributory. Waivers of Subrogation apply per the attached forms. Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

<b>CERTIFICATE HOLDER</b>  County of Monterey Contracts & Purchasing Division 1441 Schilling Place Salinas CA 93901	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Section II, Who Is An Insured is amended to include as an additional insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless a written contract specifically requires additional insured coverage for your completed operations, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.
  2. Unless broader coverage is specifically required by written contract, this insurance provides additional insured coverage only for liability for "bodily injury", "property damage" or "personal and advertising injury" to the extent caused by the named insured's acts or omissions or the acts or omissions of those acting on the named insured's behalf. If broader coverage is specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" or "personal and advertising injury" arising out of the sole negligence, act, or omission of the Additional Insured unless additional insured coverage for an Additional Insured's sole negligence, act, or omission is specifically required by written contract.
  3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
  4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:
    - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; or
    - b) Supervisory, inspection, architectural, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
  5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
  6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
  7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.
- C. In no event shall the insurance provided to the additional insured exceed the minimum coverage required by the written contract, including but not limited to minimum limits, minimum scope of coverage, or minimum duration of coverage. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 06/01/2023

Policy No.: GL23A00056

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

## **AGGREGATE LIMITS OF INSURANCE (PER PROJECT)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed the General Aggregate Limit under Limits of Insurance, Section III, of the Coverage Form applies separately to each of your projects away from premises owned by or rented to you.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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

Endorsement Effective: same as policy eff. date unless otherwise indicated above.

Policy Effective: 6/1/2023

Policy No.: GL23A00056

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co RRG

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

Section IV – Commercial General Liability Conditions, 14. Transfer of Rights of Recovery Against Others to Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2023

Policy No.:GL23A00056

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

### ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO LIABILITY COVERAGE PART

Any person or organization you are required by contract to include as an additional insured on this policy is an "insured" but only with respect to liability arising out of the ownership, maintenance or use of an "auto" in the operations incidental to the contract and to the extent set forth below:

- (1) The limit of insurance will not be greater than that required by such contract.
- (2) The coverage provided to the additional insured will not be greater than that customarily provided by the policy forms specified in and required by the contract.
- (3) All insuring agreements, exclusions and conditions of this policy will apply.
- (4) In no event shall the coverage or limit of insurance in this coverage form be increased by such contract.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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

Endorsement Effective: **same as policy eff. date unless otherwise indicated above.**

Policy Effective: 6/1/2023

Policy No.: AL23000019

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co RRG

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO LIABILITY COVERAGE FORM

The Transfer of Rights of Recovery Against Others to Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organizations(s); and
- B. Prior to the "accident" or the "loss".

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2023

Policy No.: AL23000019

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 04 03 06**

(Ed. 04-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\*% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

**Person or Organization**

**Job Description**

Whomever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

★ No Additional Premium to be applied

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

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2023

Policy No. WCA000026123

Endorsement No.

Premium \$

Insured Granite Rock Company

Carrier Name/Code: ACIG Insurance Company

**WC 04 03 06**

(Ed. 04-84)

Bond No: 30187904

Premium: Included

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a Contract for the following project:

ARROYO SECO ROAD MP 2.5 STORM DAMAGE REPAIR  
PROJECT NO. 723205

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Granite Rock Company, as  
Principal, and Western Surety Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of Two Million One Hundred Eight Seven Thousand One Hundred Ninety Nine & 50/100 --- Dollars (\$2,187,199.50 , . ) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such work and labor, then the Surety shall pay for the same.

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

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond,

subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works & Facilities).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 8th day of September, 2023, 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.

(Corporate Seal)

Granite Rock Company

Principal

By

Name and Title Peter Lemon, President/CEO

(Corporate Seal)

Western Surety Company

Surety

By

Name and Title Kelly Holtemann, Attorney-In-Fact

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)



**CALIFORNIA ACKNOWLEDGMENT**

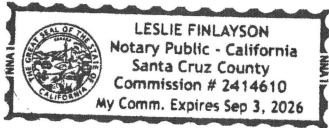
**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Santa Cruz

On September 11, 2023 before me, Leslie Finlayson, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Peter Lemon  
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 [Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

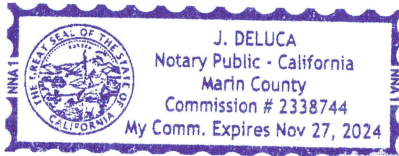
State of California )  
County of Marin )

On Sept 8, 2023 before me, J. DeLuca, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Kelly Holtemann  
*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 J. DeLuca  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  Partner --  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan DeLuca, Yvonne Roncagliolo, Thomas E Hughes, Patrick R Diebel, Alicia Dass, Karen Rhodes, Valerie Takeuchi, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Individually**

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

### - In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of December, 2022.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

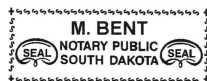
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 28th day of December, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of September, 2023.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

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

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

COUNTY OF MONTEREY

Bond No: 30187904

Premium: \$6,562

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, Granite Rock Company as Contractor, a Contract for the following project:

ARROYO SECO ROAD MP 2.5 STORM DAMAGE REPAIR  
PROJECT NO. 723205

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Granite Rock Company, as Principal, and Western Surety Company as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of Two Million One Hundred Eighty Seven Thousand One Hundred Ninety Nine & 50/100 --- Dollars (\$2,187,199.50) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's 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 (2) shall defend, indemnify and save harmless the County, the members of its board of supervisors, and its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms or conditions, or
- (2) Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged

under this paragraph) sufficient funds to pay the cost of completion less the balance of Contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 8th day of September, 2023, 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.

(Corporate Seal)

Granite Rock Company

Principal

By 

Name and Title Peter Lemon, President/CEO

(Corporate Seal)

Western Surety Company

Surety

By 

Name and Title Kelly Holtemann, Attorney-In-Fact

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

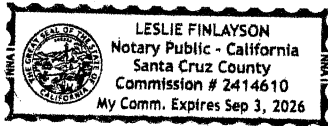
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Santa Cruz

On September 11, 2023 before me, Leslie Finlayson, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Peter Lemon  
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 and/or Stamp Above

Signature Leslie Finlayson  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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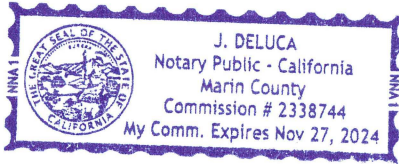
State of California )  
County of Marin )

On Sept 8, 2023 before me, J. DeLuca, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared \_\_\_\_\_  
*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 J. DeLuca  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan DeLuca, Yvonne Roncagliolo, Thomas E Hughes, Patrick R Diebel, Alicia Dass, Karen Rhodes, Valerie Takeuchi, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Individually**

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

### - In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of December, 2022.



WESTERN SURETY COMPANY

*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 28th day of December, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of September, 2023.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

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

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.