

Attachment A

CONTRACT FOR PUBLIC WORK
COUNTY OF MONTEREY
STATE OF CALIFORNIA
PROJECT NO. 5524

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 Coastal Paving & Excavating Inc., hereinafter called the "Contractor," (collectively referred to as "the parties").

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:

SEAL COAT FY24
PROJECT NO. 5524

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:

PROJECT PLANS FOR CONSTRUCTION ON
BLANCO ROAD, RESERVATION ROAD, & RIVER ROAD
PROJECT NO. 5524

- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The Payment and Performance bonds
- (f) Certificate of Insurance
- (g) 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) Statement Concerning Employment Of Undocumented Aliens
 - (7) Contractor's Certificate As To Workers' Compensation
 - (8) Waiver for Payment Adjustments for Price Index Fluctuations
 - (9) Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
 - (10) List of Satisfied Public Agencies

(11) Bidder's Bond

All Contract documents are intended to cooperate, so that any work called for in one (1) 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 AGREEMENT and the Contractor's bid or proposal, then this AGREEMENT 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/her/its employees.

3. CONTRACT PRICE

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

SEAL COAT FY24
PROJECT NO. 5524

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (In Figures)	Item Total (In Figures)
1	120090	S	Construction Area Signs	LS	1	90,000.00	90,000.00
2	120100	S	Traffic Control System	LS	1	664,014.00	664,014.00
3	130100		Job Site Management	LS	1	190,262.25	190,262.25
4	130200		Prepare Water Pollution Control Program	LS	1	19,800.00	19,800.00
5	160101		Clearing and Grubbing	LS	1	79,750.00	79,750.00
6	190101		Roadway Excavation	CY	840	50.00	42,000.00
7	194001		Ditch Excavation	CY	990	40.00	39,600.00
8	200000		Landscape Fabric	SQYD	2,530	5.00	12,650.00
9	373900		Asphaltic Emulsion	TON	12	2,000.00	24,000.00
10	374002		Asphaltic Rubber Binder	TON	220	575.00	126,500.00
11	375036		Precoated Aggregate (Seal Coat)	TON	1,729	88.00	152,152.00
12	378000		Micro-Surfacing	TON	647	433.00	280,151.00
13	378000A		Tire Rubber Modified Surface Sealer (TRMSS)	TON	14	2,250.00	31,500.00
14	390011	S	Prepaving Inertial Profiler	LS	1	5,000.00	5,000.00
15	390020		Prepaving Grinding Day	DAY	6	12,425.00	74,550.00

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
16	390095		Replace Concrete Asphalt Surfacing	CY	3,390	340.00	1,152,600.00
17	390132		Hot Mix Asphalt (Type A)	TON	1,460	160.00	232,000.00
18	398200		Cold Plane Asphalt Concrete Pavement	SQYD	8,590	6.00	51,540.00
19	780230		Survey Monument	EA	4	1,250.00	5,000.00
20	810120		Remove Pavement Marker	EA	1,615	5.00	8,075.00
21	810230	S	Pavement Marker (Retroreflective)	EA	1,615	5.00	8,075.00
22	840516	S	Thermoplastic Pavement Marking (Enhance Wet Night Visibility)	SQFT	1,844	10.00	18,440.00
23	846007	S	6" Thermoplastic Traffic Stripe (Enhance Wet Night Visibility)	LF	73,400	2.00	146,800.00
24	846008	S	6" Thermoplastic Traffic Stripe (Enhance Wet Night Visibility) (Broken 8-4)	LF	300	2.50	750.00
25	840615	S	6" Thermoplastic Traffic Stripe (Enhance Wet Night Visibility) (Broken 18-12)	LF	13,214	2.50	33,035.00
26	846009	S	8" Thermoplastic Traffic Stripe (Enhance Wet Night Visibility)	LF	1,752	3.00	5,266.00
27	845013	S	12" Thermoplastic Traffic Stripe (Enhance Wet Night Visibility)	LF	110	5.00	550.00
28	846030		Remove Thermoplastic Traffic Stripe	LF	88,635	1.25	110,793.75
29	846035		Remove Thermoplastic Pavement Marking	SQFT	1,924	1.50	2,886.00
30	860810		Inductive Loop Detector	LS	1	22,900.00	22,900.00
TOTAL COST							\$3,630,630.00

F – Final Pay Item

S – Specialty 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 last date appearing below their respective signatures.

CONTRACTOR:

Coastal Paving & Excavating Inc.
(Name of Company)

By: [Signature]
Corp: Signature of Chair, President, or Vice-President
LLC: Signature of Manager

Michael Melicia
Printed Name

Its: President
Title

Date: 04/16/24

By: [Signature]
Corp: Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer
LLC: Signature of Manager

Jaime Melicia
Printed Name

Its: Secretary
Title

Date: 04/16/24

COUNTY OF MONTEREY:

By: _____
Name: Randell Ishii, MS, PE, TE, PTOE
Title: Director of Public Works, Facilities and Parks
Dated: _____

OFFICE OF COUNTY COUNSEL-
RISK MANAGEMENT
APPROVED AS TO FORM

By: [Signature]
Name: Mary Grace Perry
Title: Deputy County Counsel
Date: 4/25/2024 | 4:22 PM PDT

AUDITOR-CONTROLLER
APPROVED AS TO FISCAL TERMS
PROVISIONS

By: [Signature]
Name: Ma Mon
Title: Chief Deputy Auditor-Controller
Date: 4/25/2024 | 5:13 PM PDT

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

By: [Signature]
Name: David Bolton
Title: Risk Manager
Date: 4/26/2024 | 8:16 AM 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.

COUNTY OF MONTEREY

Bond Number: 3100019

PAYMENT BOND

(Civil Code Section 9550)

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

SEAL COAT FY24
PROJECT NO. 5524

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 Coastal Paving & Excavating Inc., as Principal, and Developers Surety and Indemnity 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 Three Million Six Hundred Thirty Thousand Six Hundred Thirty and 00/100 Dollars (\$ 3,630,630.00) 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).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 22nd day of April, 2024, 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)

Coastal Paving & Excavating Inc.
Principal
By *L. Renee*
Name and Title *Lauren Renee Humms Attorney-in-fact*

(Corporate Seal)



Developers Surety and Indemnity Company
Surety
By *Alec Kleiner*
Name and Title *Alec Kleiner, 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.)

ACKNOWLEDGMENT

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 Arizona
County of Maricopa

On 04/22/2024 before me, KyMBER RUDD, Notary Public
(insert name and title of the officer)

personally appeared Alec Kleiner, Attorney-In-Fact
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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature KyMBER RUDD (Seal)



ACKNOWLEDGMENT

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.

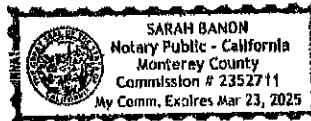
State of California
County of Monterey

On 4/23/2024 before me, Sarah Banon Notary Public
(insert name and title of the officer)

personally appeared Lauren Renee Thomas
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 [Handwritten Signature]

(Seal)

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Malden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Taylor Wilstead, Alec Kleiner and Christopher Morrow, of Mesa, AZ

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective July 12, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: [Signature]
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

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 Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By: Barry W. Moses Barry W. Moses, Assistant Secretary
63641957ADE548C...

POA No. N/A

DocuSign Envelope ID: 3952BFD6-5E9D-4796-837E-C1E456E8530F

Signed and sealed this 22nd day of April, 2024

COUNTY OF MONTEREY
PERFORMANCE BOND

Bond Number: 3100019

WHEREAS, the County of Monterey has awarded to Principal, Coastal Paving & Excavating Inc.
as Contractor, a Contract for the following project:

SEAL COAT FY24
PROJECT NO. 5524

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 Coastal Paving & Excavating Inc., as
Principal, and Developers Surety and Indemnity 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 Three Million Six Hundred Thirty Thousand
Six Hundred Thirty and 00/100 Dollars (\$ 3,630,630.00), 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 22nd day of April, 2024, 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)

Coastal Paving & Excavating Inc.
Principal
By *Lauren Renee Hughes*
Name and Title *Lauren Renee Hughes - Attorney-in-Fact*

(Corporate Seal)



Developers Surety and Indemnity Company
Surety
By *Alec Kleiner*
Name and Title *Alec Kleiner, 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.)

ACKNOWLEDGMENT

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State of Arizona
County of Maricopa

On 04/22/2024 before me, Kymber Rudd, Notary Public
(insert name and title of the officer)

personally appeared Alec Kleiner, Attorney-In-Fact
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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kymber Rudd (Seal)

ACKNOWLEDGMENT

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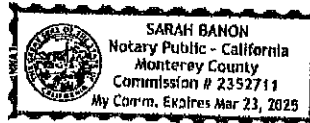
State of California
County of Monterey

On 4/23/2024 before me, Sarah Banon Notary Public
(Insert name and title of the officer)

personally appeared Lauren Renee Homes
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 [Handwritten Signature]

(Seal)

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Malden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Taylor Wilslead, Alex Kleiner and Christopher Morrow, of Mesa, AZ

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective July 12, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023

By: [Signature]
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

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 Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the certifies upon behalf which the person acted, executed this 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]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

By: [Signature] Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSign Envelope ID: 3352BF36-5E9D-4796-837E-C1E465E6530F

Signed and sealed this 22nd day of April, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/17/2024

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).

PRODUCER: Builders Advantage Insurance Services, 107 Main Street, Roseville, CA 95678. CONTACT NAME: [blank], PHONE (A/C, No, Ext): (916) 784-9793, FAX (A/C, No): [blank], E-MAIL ADDRESS: support@buildersadvantageins.com. INSURER(S) AFFORDING COVERAGE: Infinity Select Insurance Company, NAIC #: 20260.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability (50006028302), Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This certificate of liability insurance certifies that the coverage listed above has been issued to the named insured, Michael Melicia, DBA: Coastal Paving and Excavating Inc., for the period indicated.

CERTIFICATE HOLDER

County of Monterey Contracts & Purchasing Division, 1488 Schilling Place, Salinas, CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE [Signature]



CERTIFICATE OF LIABILITY INSURANCE

Acord#: 2716641

DATE (MM/DD/YYYY)
4/18/2024

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PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 844-290-4908 FAX (A/C, No): E-MAIL ADDRESS: BBSIcerts@locktonaffinity.com																					
INSURED COASTAL PAVING & EXCAVATING, INC 24560 Silver Cloud Ct, MONTEREY, CA 93940	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Ace American Insurance Company</td> <td style="text-align: center;">22867</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Ace American Insurance Company	22867	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A	X	C55580660	1/1/2024 1/1/2025 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 2,000,000 E.I. DISEASE - EA EMPLOYEE \$ 2,000,000 E.I. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Policy State = CA
 Waiver of Subrogation in favor of certificate holder when required by written contract

CERTIFICATE HOLDER

CANCELLATION

County Of Monterey ATTN: Contracts & Purchasing Division 1488 Schilling Place Salinas, CA 93901	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 <div style="text-align: center;"><i>Lisa Abernathy</i></div>
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Workers' Compensation and Employers' Liability Policy

Named Insured COASTAL PAVING & EXCAVATING, INC 24560 Silver Cloud Ct, MONTEREY, CA 93940	Endorsement Number
	Policy Number Symbol: WLR Number: C55580650
Policy Period 1/1/2024 TO 1/1/2025	Effective Date of Endorsement 4/18/2024
Issued By (Name of the Insurance Company) Ace American Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. Specific Waiver

Name of person or organization:

 Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL CALIFORNIA OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$0

Paul D. O'Connell

Authorized Agent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/17/2024

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PRODUCER Aon Private Risk Management MSC#17208 ~ PO Box 551343 Atlanta GA 30355	CONTACT NAME: Doreen Adelman PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Doreen.adelman@aon.com INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: General Security Insurance Co</td> <td>20559</td> </tr> <tr> <td>INSURER B: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER C: Guide One Insurance Company</td> <td>15032</td> </tr> <tr> <td>INSURER D: Summit Specialty Insurance Co</td> <td>16889</td> </tr> <tr> <td>INSURER E: Gotham Insurance Company</td> <td>25569</td> </tr> <tr> <td>INSURER F: Czum & Foster</td> <td>44520</td> </tr> </table>	INSURER	NAIC #	INSURER A: General Security Insurance Co	20559	INSURER B: Evanston Insurance Company	35378	INSURER C: Guide One Insurance Company	15032	INSURER D: Summit Specialty Insurance Co	16889	INSURER E: Gotham Insurance Company	25569	INSURER F: Czum & Foster	44520
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INSURED Coastal Paving & Excavating Inc 24560 Silver Cloud Ct, Ste 102 Monterey CA 93940															

COVERAGES **DA** **CERTIFICATE NUMBER:** Cert ID 48377 **(20)** **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 TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GSA4639112574-00	01/26/2024	01/26/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	Y	Y	560003788-00	01/26/2024	01/26/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$	
D	2mm XS over Primry 2mm XS	Y	Y	SXSL001000030300	01/26/2024	01/26/2025	\$2MM XS Policy over primary \$2MM XS	\$ 2,000,000
E	XS ovr 2MM XS ovr Prim XS	Y	Y	EX202400004564	01/26/2024	01/26/2025	5MM XS ovr \$2MM XS ovr Prim XS	\$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is named as Additional Insured as respects all operations of the named insured per written contract on file. Additional Insured Forms CG2010 0413; Completed Operations Per Form CG2037 0413; Waiver of Subrogation CG 2404 and Primary Wording #CG2001 0413. Cancellation is 30 days except for non-payment which is 10 days.

CERTIFICATE HOLDER County of Monterey Contracts & Purchasing Division 1488 Schilling Place Salinas CA 93901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Private Risk Management Insurance Agency, Inc.</i>
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CERTIFICATE COVERAGES OVERFLOW

DATE (MM/DD/YYYY) 04/17/2024

PRODUCER Aon Private Risk Management MSC#17208 ~ PO Box 551343 Atlanta GA 30355	INSURED Coastal Paving & Excavating Inc 24560 Silver Cloud Ct, Ste 102 Monterey CA 93940	
CONTACT NAME: Doreen Adelman	PHONE (A/C, No, Ext):	PHONE (A/C, No, Ext):

ADDITIONAL COVERAGES

CERTIFICATE NUMBER: Cert ID 48377

REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	Pollution & Mold			CPFMOL121577	01/26/2024	01/26/2025	\$1MM Occurrence \$1MM Aggergate \$ 1,000,000
F	Property - Repl Cost			IMD-102291	01/26/2024	01/26/2025	Personal Property at Office \$ 260,000
F	Scheduld Equipmnt Floatr			IMD-102291	01/26/2024	01/26/2025	Contractors Equipment \$ 1,331,000
F	Rented Equipment (Leased)			IMD-102291	01/26/2024	01/26/2025	Leased or Rental Equipment \$ 25,000
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
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							\$

POLICY NUMBER: GSA4639112574-00

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket Additional Insured per written contract with the named insured	Any Location Insured is performing a job under contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The Insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy # GSA4639112574-00

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: GSA4639112574-00

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As Required By Written Contract, Fully Executed Prior To The Named Insured's Work

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the 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.

POLICY NUMBER: GSA4639112574-00

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
BLANKET ADDITIONAL INSURED PER WRITTEN CONTRACT WITH NAMED INSURED.	ANY LOCATION INSURED IS PERFORMING A JOB UNDER CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.