

Attachment A

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CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 1723

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," (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:

LAS LOMAS DRAINAGE
PROJECT NO. 1723

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 2010, and the Standard Plans 2010, 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 OF
LAS LOMAS DRAINAGE PROJECT
AT COMMUNITY OF LAS LOMAS FROM
SILL ROAD TO THOMAS ROAD AND A SEGMENT OF HALL ROAD
PROJECT NO. 1723

- (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 instrument 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:

LAS LOMAS DRAINAGE
PROJECT NO. 1723

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
BASE							
1	26082		Sewer Bypass Work	LS	1	\$25,000.00	\$25,000.00
2	27875A		4" Sanitary Sewer DIP Lateral	LF	51	\$150.00	\$7,650.00
3	27875B		12" Sanitary Sewer Steel Casing	LF	18	\$1,000.00	\$18,000.00



Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
4	66913		Connect to Existing Sanitary Sewer Manhole	EA	2	\$3,400.00	\$6,800.00
5	120090		Construction Area Signs	LS	1	\$4,000.00	\$4,000.00
6	120100		Traffic Control System	LS	1	\$181,500.00	\$181,500.00
7	130100		Job Site Management	LS	1	\$20,000.00	\$20,000.00
8	130200		Prepare Water Pollution Control Program	LS	1	\$2,000.00	\$2,000.00
9	150204		Abandon Culvert	LF	186	\$36.00	\$6,696.00
10	150809		Remove Culvert	LF	202	\$41.00	\$8,282.00
11	150821		Remove Headwall	LF	51	\$13.00	\$663.00
12	152255		Remove and Replace Mailbox	EA	1	\$800.00	\$800.00
13	153215		Remove and Replace Driveway	SQFT	178	\$90.00	\$16,020.00
14	194001		Ditch Excavation	CY	37	\$150.00	\$5,550.00
15	260200		Aggregate Base Including Pavement Repair	CY	122	\$170.00	\$20,740.00
16	394090		Place Hot mix Asphalt (Miscellaneous Area Including Pavement)	TON	73	\$350.00	\$25,550.00
17	480600		Temporary Shoring	LS	1	\$20,000.00	\$20,000.00
18	641113		24" HDPE (Type S)	LF	61	\$500.00	\$30,500.00
19	650411		18" Reinforced Concrete Pipe (Class IV)	LF	14	\$425.00	\$5,950.00
20	650432		48" Reinforced Concrete Pipe (Class V)	LF	365	\$610.00	\$222,650.00
21	650532		48" Reinforced Concrete Pipe (Class IV)	LF	402	\$590.00	\$237,180.00
22	650432A		48" Concrete Elbow (Class V)	EA	4	\$6,300.00	\$25,200.00
23	650532A		48" Concrete Elbow (Class IV)	EA	3	\$6,000.00	\$18,000.00
24	659999B		48" Pipe Plug	EA	1	\$2,000.00	\$2,000.00
25	705214		48" Flared End Section	EA	2	\$7,500.00	\$15,000.00

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
26	707050A		Drainage Inlet Catch Basin Type "C" 36"x36"	EA	3	\$9,000.00	\$27,000.00
27	707050E		Drainage Inlet Catch Basin with Type G3 Top	EA	1	\$7,000.00	\$7,000.00
28	707050F		Drainage Inlet Catch Basin with Type GT3 Top	EA	1	\$8,500.00	\$8,500.00
29	707050G		60"X72" Storm Drain Junction Structure	EA	1	\$26,000.00	\$26,000.00
30	707050H		96"X72" Storm Drain Junction Structure	EA	1	\$28,000.00	\$28,000.00
31	707050J		Storm Drain/ Sanitary Sewer Lateral Separation Box	EA	3	\$42,000.00	\$126,000.00
32	707050K		Storm Drain/Sanitary Sewer Main Separation Box with	EA	1	\$60,000.00	\$60,000.00
33	707051		Storm Drain Manhole 6' Dia.	EA	4	\$16,000.00	\$64,000.00
34	707051A		Storm Drain Manhole 4' Dia.	EA	2	\$10,000.00	\$20,000.00
35	717011		8" Sanitary Sewer PVC Pipe	LF	120	\$500.00	\$60,000.00
36	719200		Sanitary Sewer Manhole	EA	2	\$10,000.00	\$20,000.00
37	721026		Rock Slope Protection (Method B)	CY	74	\$325.00	\$24,050.00
38	729011		Rock Slope Protection Fabric	SY	129	\$2.00	\$258.00
39			Protect Existing Gas, Water, And Sewer Crossing	EA	15	\$3,000.00	\$45,000.00
SUBTOTAL						\$1,441,539.00	
ADDITIVE ALTERNATE							
1	120090		Construction Area Signs	LS	1	\$3,000.00	\$3,000.00
2	120100		Traffic Control System	LS	1	\$201,500.00	\$201,500.00
3	130100		Job Site Management	LS	1	\$20,000.00	\$20,000.00
4	130200		Prepare Water Pollution Control Program	LS	1	\$1,000.00	\$1,000.00
5	150204		Abandon Culvert	LF	55	\$55.00	\$3,025.00
6	150809		Remove Culvert	LF	41	\$90.00	\$3,690.00

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
7	152255		Remove and Replace Mailbox	EA	12	\$800.00	\$9,600.00
8	153215		Remove and Replace Driveway	SQFT	532	\$90.00	\$47,880.00
9	194001		Ditch Excavation	CY	73	\$150.00	\$10,950.00
10	260200		Aggregate Base Including Allowance for Pavement Repair	CY	242	\$170.00	\$41,140.00
11	394090		Place Hot mix Asphalt (Miscellaneous Area Including Pavement Repair)	TON	82	\$350.00	\$28,700.00
12	480600		Temporary Shoring	LS	1	\$20,000.00	\$20,000.00
13	641107		18" HDPE (Type S)	LF	127	\$525.00	\$66,675.00
14	641113		24" HDPE (Type S)	LF	35	\$550.00	\$19,250.00
15	650424		36" Reinforced Concrete Pipe (Class IV)	LF	140	\$575.00	\$80,500.00
16	650532		48" Reinforced Concrete Pipe (Class IV)	LF	974	\$680.00	\$662,320.00
17	650532A		48" Concrete Elbow (Class IV)	EA	3	\$6,000.00	\$18,000.00
18	659998A		18" Storm Drain Connections	EA	2	\$2,500.00	\$5,000.00
19	659998B		12" Storm Drain Connections	EA	1	\$2,500.00	\$2,500.00
20	659999B		36" Pipe Plug	EA	1	\$1,500.00	\$1,500.00
21	707050		Drainage Inlet Catch Basin 24"x24"	EA	4	\$7,000.00	\$28,000.00
22	707050A		Drainage Inlet Catch Basin Type "C" 36"x36"	EA	5	\$9,000.00	\$45,000.00
23	707050B		Drainage Inlet Catch Basin Type "C" 48"x48"	EA	3	\$9,000.00	\$27,000.00
24	707050C		Drainage Inlet Catch Basin 60"x48"	EA	1	\$30,000.00	\$30,000.00
25	707050D		Drainage Inlet Catch Basin with Type G2 Top	EA	4	\$14,000.00	\$56,000.00
26	707050G		60"X72" Storm Drain Junction Structure	EA	2	\$30,000.00	\$60,000.00
27	707050I		160"X60" Storm Drain Junction Structure	EA	1	\$36,000.00	\$36,000.00
28	707051		Storm Drain Manhole 6' Dia.	EA	3	\$24,000.00	\$72,000.00

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
29	707051A		Storm Drain Manhole 4' Dia.	EA	1	\$10,000.00	\$10,000.00
30	721420		Concrete Ditch	SQFT	172	\$70.00	\$12,040.00
31			Protect Existing Gas, Water and Sewer Crossing	EA	27	\$1,300.00	\$35,100.00
SUBTOTAL						\$1,657,370.00	
TOTAL COST						\$3,098,909.00	

F – Final Pay Item
S – Specialty Item

 6/17/2019
 6.19.19

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.

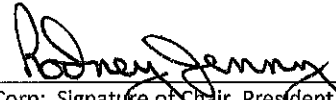
(c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the last date appearing below their respective signatures.

CONTRACTOR:

Granite Rock Company

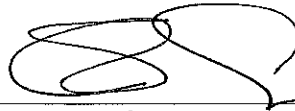
(Name of Company)

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

RODNEY JENNY
Printed Name

Its: Executive Vice President
Title

Date: June 5, 2019

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

Steve Snodgrass
Printed Name


Its: Vice President + C.F.O
Title

Date: June 6, 2019

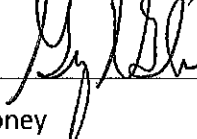
COUNTY OF MONTEREY:

By: _____
Name: Neville Pereira, PE, CBO
Interim RMA Deputy Director of
Title: Public Works, Facilities & Parks
Dated: _____

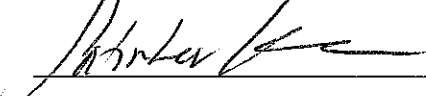
APPROVED AS TO FORM & LEGALITY

By: 
Name: Mary Grace Perry
Title: Deputy County Counsel
Date: 6-12-2019

APPROVED AS TO FISCAL TERMS

By: 
Name: Gary Giboney
Title: Chief Deputy Auditor-Controller
Date: 6/8/19

APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

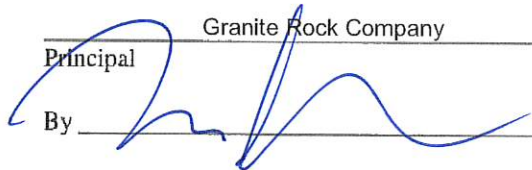
By: 
Name: Leslie J. Girard SATINDER RAUR
Title: ~~Chief Assistant County Counsel~~
Sr. Risk & Benefit analyst
Date: 6-17-19

***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.


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 WHERE OF the above-bounden parties have executed this instrument under their several seals this 4th day of June, 2019, 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)

Principal Granite Rock Company
By 
Name and Title Thomas Squeri, President & CEO

(Corporate Seal)

Surety Western Surety Company
By 
Name and Title Joan DeLuca, 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 ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

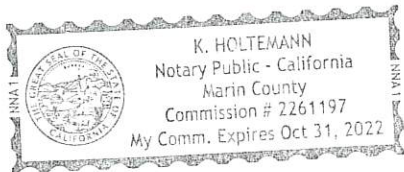
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Marin)
On June 4, 2019 before me, K. Holtemann, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared _____
Joan DeLuca
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 K. Holte
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, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Mark M Munekawa, Joan DeLuca, Kelly Holtemann, Nerissa S Bartolome, Alicia Dass, Patrick R Diebel, Yvonne Roncagliolo, Thomas E Hughes, Valerie Garcia, Sara Ridge, Individually

of Novato and 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 2nd day of May, 2019.



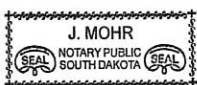
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of May, 2019, 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
June 23, 2021



J. Mohr
J. Mohr, 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 4th day of June, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

COUNTY OF MONTEREY

Bond No. 30054847

Premium: \$9,297

PERFORMANCE BOND

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

LAS LOMAS DRAINAGE
PROJECT NO. 1723

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 Three million ninety-eight thousand nine hundred nine and no/100ths Dollars (\$ 3 , 098 , 909 . 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:

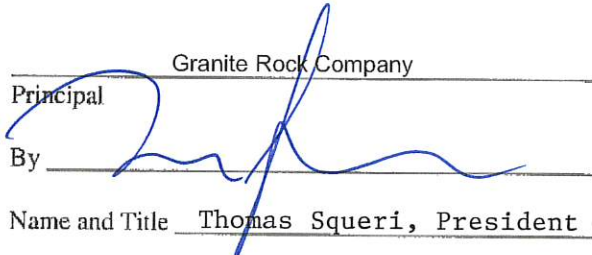
- (1) Complete the contract in accordance with its terms or conditions, or
- (2) Obtain a bid or bids for submission to County of Monterey for completing the contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive 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.

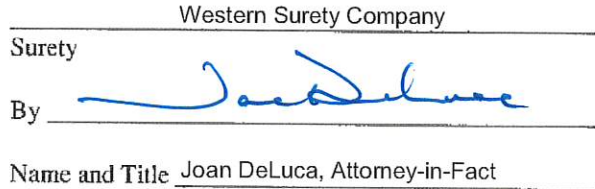
If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 4th day of June, 2019, 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 Thomas Squeri, President & CEO

(Corporate Seal)

Western Surety Company
Surety
By 
Name and Title Joan DeLuca, 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 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.

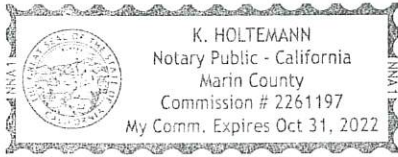
State of California)
County of Marin)

On June 4, 2019 before me, K. Holtemann, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Joan DeLuca
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 [Handwritten Signature]
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, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Mark M Munekawa, Joan DeLuca, Kelly Holtemann, Nerissa S Bartolome, Alicia Dass, Patrick R Diebel, Yvonne Roncagliolo, Thomas E Hughes, Valerie Garcia, Sara Ridge, Individually

of Novato and 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 2nd day of May, 2019.



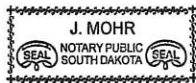
WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of May, 2019, before me personally came Paul T. Brufat, 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
June 23, 2021



J. Mohr
J. Mohr, 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 4th day of June, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2019

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 Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): 415-391-2141		FAX (A/C, No): 415-989-9923
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : American Contractors Insurance Co RRG	12300
		INSURER B : ACIG Insurance Company	19984
		INSURER C : Steadfast Insurance Company	26387
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1256164240**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A A A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	GL19A00056 GL19B00056 (GL EXCESS) GL19C00056 (GL EXCESS)	6/1/2019 6/1/2019 6/1/2019	6/1/2020 6/1/2020 6/1/2020	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	AL19000019	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	WCA000019019	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution/Professional Liability		EOC399933403	6/1/2019	6/1/2020	Per Claim/Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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.

Re: GR Job No. 6662, County of Monterey - Las Lomas Drainage, Project No. 1723. County of Monterey, its agents, officers, and employees, and Powerlink are additional insureds 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.

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey Contracts/Purchasing Dept. 168 West Alisal St., 3rd Floor 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 
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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: 6/1/2019

Policy No.: AL19000019

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 PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section III - BUSINESS AUTO CONDITIONS) is amended by the addition of the following:

All rights of recovery against others are waived hereunder to the extent required by contract executed prior to "accident" or "loss" and with respect to such insurance provided by this policy.

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: 6/1/2019

Policy No.: AL19000019

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co RRG

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: 6/1/2019

Policy No. WCA000019019

Endorsement No.

Premium \$

Insured Granite Rock Company

Carrier Name/Code: ACIG Insurance Company

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