

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 621082

FEDERAL AID PROJECT NO: PA-09-CA-4301-PW-00671

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:

TORO ROAD EMBANKMENT FAILURE
PROJECT NO. 621082
FEDERAL AID PROJECT NO: PA-09-CA-4301-PW-00671

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, dated 2018, and the Standard Plans, dated 2018, including issued revision through October 19, 2021, of the State of California, Department of Transportation.

(b) A set of plans and cross sections (when applicable) entitled:

TORO ROAD EMBANKMENT FAILURE
PROJECT NO. 621082
FEDERAL AID PROJECT NO: PA-09-CA-4301-PW-00671

(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:

TORO ROAD EMBANKMENT FAILURE PROJECT
PROJECT NO. 621082
FEDERAL AID PROJECT NO: PA-09-CA-4301-PW-00671

BID:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
1	100100		DEVELOP WATER SUPPLY	LS	1	20,000.00	20,000.00
2	066999		CONSTRUCTION STAKING	LS	1	22,187.00	22,187.00
3	120090		CONSTRUCTION AREA SIGNS	LS	1	2,500.00	2,500.00
4	120100		TRAFFIC CONTROL SYSTEM	LS	1	72,000.00	72,000.00
5	120119		TRAFFIC CONE	EA	30	15.00	450.00
6	120151		TEMPORARY TRAFFIC STRIPE (TAPE)	LF	50	55.00	2,750.00
7	120152		TEMPORARY PAVEMENT MARKING (TAPE)	SQ FT	50	30.00	1,500.00
8	120165		CHANNELIZER (SURFACE MOUNTED)	EA	10	35.00	350.00
9	129000		TEMPORARY RAILING (TYPE K)	LF	120	125.00	15,000.00
10	129090		TEMPORARY ALTERNATIVE CRASH	EA	2	4,500.00	9,000.00
11	130100		JOB SITE MANAGEMENT	LS	1	5,000.00	5,000.00
12	130200		PREPARE WATER POLLUTION CONTROL	LS	1	750.00	750.00
13	130640		TEMPORARY FIBER ROLL	LF	340	10.00	3,400.00
14	130680		TEMPORARY SILT FENCE	LF	340	10.00	3,400.00
15	130900		TEMPORARY CONCRETE WASHOUT	LS	1	1,200.00	1,200.00
16	146002		CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	1	5,000.00	5,000.00
17	170103		CLEARING AND GRUBBING (LS)	LS	1	5,000.00	5,000.00
18	190101		ROADWAY EXCAVATION	CY	280	150.00	42,000.00

BID CONTINUED:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
19	210350		FIBER ROLLS	LF	310	12.70	3,937.00
20	210430		HYDROSEED	SQ FT	3400	1.12	3,808.00
21	260203		CLASS 2 AGGREGATE BASE (CY)	CY	80	150.00	12,000.00
22	390132		HOT MIX ASPHALT (TYPE A)	TON	110	325.00	35,750.00
23	394073		PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	130	25.00	3,250.00
24	394090		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQ YD	60	100.00	6,000.00
25	398100		REMOVE ASPHALT CONCRETE DIKE	LF	180	6.00	1,080.00
26	820510		RESET ROADSIDE SIGN (ONE POST)	EA	1	300.00	300.00
27	832070		VEGETATION CONROL (MINOR CONCRETE)	SQ YD	60	240.00	14,400.00
28	839543		TRANSITION RAILING (TYPE WB-31)	EA	1	15,950.00	15,950.00
29	839584		ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	1	14,450.00	14,450.00
30	839752		REMOVE GUARDRAIL	LF	120	35.00	4,200.00
31	192049		STRUCTURE EXCAVATION (SOLDIER PILE WALL)	CY	154	75.00	11,550.00
32	193029		STRUCTURE BACKFILL (SOLDIER PILE WALL)	CY	67	150.00	10,050.00
33	193116		CONCRETE BACKFILL (SOLDIER PILE WALL)	CY	93	325.00	30,225.00
34	193119		LEAN CONCRETE BACKFILL	CY	45	215.00	9,675.00
35	460210		GROUND ANCHOR (SUBHORIZONTAL)	EA	7	10,400.00	72,800.00
36	490331		STEEL SOLDIER PILE (W 10 x 54)	LF	1201	80.00	96,080.00
37	490406		36" DRILLED HOLE	LF	366	330.00	120,780.00
38	510072		STRUCTURAL CONCRETE, BARRIER SLAB	CY	90	1,500.00	135,000.00
39	511035		ARCHITECTURAL TREATMENT	SQ FT	1437	5.00	7,185.00

BID CONTINUED:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
40	512530		PRECAST CONCRETE LAGGING	SQ FT	1437	120.00	172,440.00
41	590120		CLEAN AND PAINT STEEL SOLDIER PILING	LS	1	37,170.00	37,170.00
42	681132		GEOCOMPOSITE DRAIN	SQ FT	1333	8.00	10,664.00
43	681990		FILTER FABRIC	SQ YD	1333	6.00	7,998.00
44	750502		MISCELLANEOUS METAL (RETAINING WALL)	LB	8334	4.50	37,503.00
45	780440		PREPARE AND STAIN CONCRETE	SQ FT	1437	10.00	14,370.00
46	839741		CONCRETE BARRIER (TYPE 836)	LF	176	345.00	60,720.00
47	839644		CONCRETE BARRIER (TYPE 60MF)	LF	128	365.00	46,720.00
48	999990		MOBILIZATION	LS	1	120,000.00	120,000.00
TOTAL COST							1,327,542.00

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.

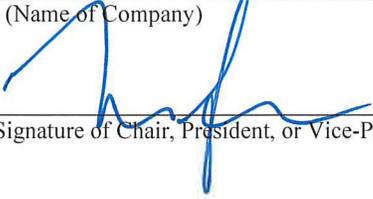
(2) "Awarding body" means the state or the subdivision or agency awarding a public works contract.

(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

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

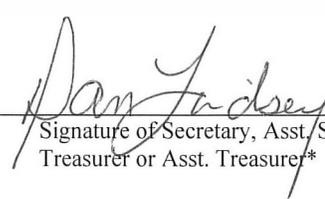
CONTRACTOR:

GRANITE ROCK COMPANY
(Name of Company)

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

Tom Squeri Pres, CEO
Printed Name and Title

Date: 7/20/2022

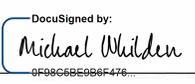
By: 
Signature of Secretary, Asst Secretary, CFO, Treasurer or Asst. Treasurer*

Don Lindsey, VP, CEO
Printed Name and Title

Date: 7/20/2022

COUNTY OF MONTEREY:

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

OFFICE OF COUNTY COUNSEL-RISK
MANAGEMENT
APPROVED AS TO FORM
By: 
Name: Michael J. Whilden
Title: Deputy County Counsel
Date: 7/26/2022 | 2:30 PM PDT

AUDITOR-CONTROLLER
APPROVED AS TO FISCAL TERMS
PROVISIONS
By: 
Name: Gary Giboney
Title: Chief Deputy Auditor-Controller
Date: 7/26/2022 | 3:09 PM PDT

OFFICE OF COUNTY COUNSEL-
RISK MANAGEMENT
APPROVED AS TO INDEMNITY/
INSURANCE PROVISIONS
By: 
Name: Danielle P. Mancuso
Title: Risk Manager
Date: 7/26/2022 | 3:00 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.

COUNTY OF MONTEREY

Bond No. 30164549
Premium: \$3,983

PERFORMANCE BOND

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

TORO ROAD EMBANKMENT FAILURE PROJECT
PROJECT NO. 621082
FEDERAL AID PROJECT NO: PA-09-CA-4301-PW-00671

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 One million
three hundred twenty-seven thousand five hundred forty-two and no/100ths Dollars (\$ --,
1, 3 2 7, 5 4 2 , 0 0), 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.

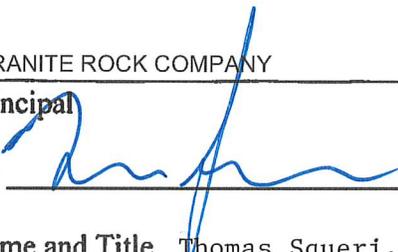
If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 19th day of July, 2022, 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

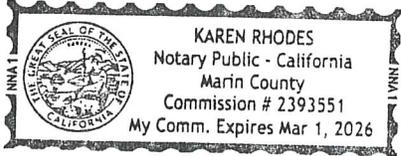
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Marin)
On July 19, 2022 before me, Karen Rhodes, 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 *Karen Rhodes*
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, Peter Tam, Zachary V Overbay, Andrew S Holloway, 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 9th day of May, 2022.



WESTERN SURETY COMPANY

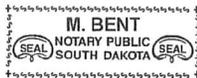
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of May, 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, 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 19th day of July, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

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.

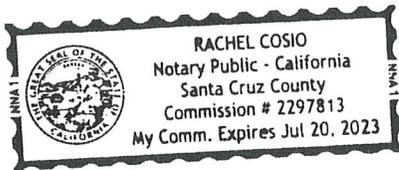
State of California)
County of Santa Cruz)

On July 22, 2022 before me, Rachel Cosio, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Thomas Squeri
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 *Rachel Cosio*
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: _____
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

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

Signer Is Representing: Granite Rock Company

Signer Is Representing: _____

COUNTY OF MONTEREY

Bond No. 30164549

Premium: Included in Performance Bond

PAYMENT BOND

(Civil Code Section 9550)

Granite Rock Company

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

TORO ROAD EMBANKMENT FAILURE PROJECT
PROJECT NO. 621082
FEDERAL AID PROJECT NO: PA-09-CA-4301-PW-00671

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 One million three hundred twenty-seven thousand five hundred forty-two and no/100ths Dollars (\$ 1,327,542.00) 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.

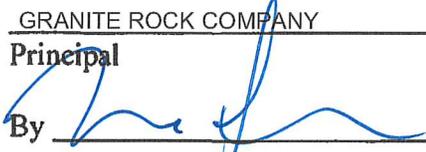
If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

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 & Facilities).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 19th day of July, 2022, 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

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State of California)
County of Marin)
On July 19, 2022 before me, Karen Rhodes, 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 *Karen Rhodes*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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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, Peter Tam, Zachary V Overbay, Andrew S Holloway, 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 9th day of May, 2022.



WESTERN SURETY COMPANY

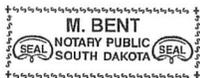
Paul T. Brufat

Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of May, 2022, 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
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 19th day of July, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

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.

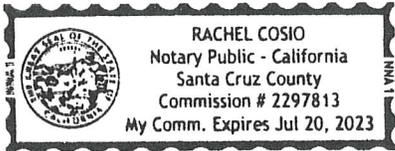
State of California)
County of Santa Cruz)

On July 22, 2022 before me, Rachel Cosio, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Thomas Squeri
Name(\$) of Signer(\$)

who proved to me on the basis of satisfactory evidence to be the person(\$)
whose name(\$)
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(\$), or the entity upon behalf of which the person(\$)
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 *Rachel Cosio*
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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Granite Rock Company

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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: 6/1/2022

Policy No.: AL22000019

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: 6/1/2022

Policy No.: AL22000019

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co RRG

ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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. Who is an Insured (Section II) is amended to include as an 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 required by written contract, 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 specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence, act or omission of the additional insured.
 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; and
 - 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 scope of coverage, including minimum limits, required by the contract. 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: 6/1/2022

Policy No.: GL22A00056

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co. RRG