

AGREEMENT

Division 005000

THIS AGREEMENT, hereinafter called "Agreement" (sometimes referred to as "CONTRACT" or "contract"), is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and Avila Brothers Inc., dba Avila Construction Company hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the date it is executed by the Public Works Facilities and Parks (PWFP) Director.

THE COUNTY AND CONTRACTOR hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK

CONTRACTOR shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the Project: **65650 BRADLEY ROAD – NEW BRADLEY LIBRARY & RESILIENCY CENTER, PROJECT NO. 8821 - BID NO. 10966.**

All work shall be completed in strict conformance with the plans, specifications, and working details prepared by WESTON MILES ARCHITECTS, and the provisions of the documents listed in Article 6 below, and to the satisfaction of COUNTY.

ARTICLE 2 - TIME FOR START AND FINAL COMPLETION

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed. The CONTRACTOR shall achieve Substantial Completion of the entire Work no later than Two Hundred Sixty-Seven (267) calendar days from the date of commencement. Additionally, CONTRACTOR shall coordinate their work with all other contractors whose work is affected by the scope of work defined in this Agreement. CONTRACTOR expressly agrees to provide appropriate labor, hours, rates, materials, and equipment in response to adjustments in the Project Schedule made by the County of Monterey PWFP Director of Public Works, Facilities & Parks or his/her designee during the course of the project in order to maintain the required progress.

The 267 calendar days to achieve substantial completion as it pertains to Contractor's Scope of Work includes a 60-day submittal period prior to the start of any work on the site commencing (no mobilization to the site may start during this 60-day period). During this time, the contractor is to make all material submittals for the project in order confirm material lead times and preorder materials as may be required to meet the project schedule. This includes all deferred approval items. Should it be determined during this 60-day period that the schedule must be extended to allow for longer material lead time, the start of construction shall be paused until such time that the 226 days remaining are adequate to construct the project. There shall be no delay damages of any kind to any party during this pause in the start of construction. Final Completion shall occur within 30 days after Substantial Completion.

ARTICLE 3 - CONTRACT PRICE

County shall pay CONTRACTOR as full consideration for the performance of the contract, subject to any additions or deductions as provided in the contract documents referenced in ARTICLE 6

COMPONENT PARTS OF THIS CONTRACT below, the Stipulated Sum of *(written amount)*:

THREE MILLION, FOUR HUNDRED SEVENTY-FOUR THOUSAND, THREE HUNDRED EIGHTY-

SIX DOLLARS

\$ 3,474,386.00

The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by County:

ADDITIVE ALTERNATES # 1, and #4.

Unit prices, if any:

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Cost/unit</i>
1.	Unit price per ton for class 2AB, delivered, spread, and compacted. Including material, equipment and labor.	TON	\$311.00
2.	Unit price per ton for off haul of existing soil (non-hazardous) to meet required compaction. Including equipment, and labor.	TON	\$231.00
3.	Unit price per lineal foot for 12” continuous wall backing.	L.F.	\$59.00
4.	Unit price per ton for off haul of existing soil (Class 2 non-hazardous), including equipment, and labor.	TON	\$242.00
5.	Unit price per ton for off haul of existing soil (Class 1 hazardous), including equipment, and labor.	TON	726.00

Allowances included in the Stipulated Sum, if any:

Item Allowance

Allowance Work will be authorized by COUNTY in writing, following Change Order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract Sum accordingly.

ARTICLE 4 - LIQUIDATED DAMAGES

THE PARTIES AGREE THAT IN CASE ALL THE WORK CALLED FOR UNDER THE CONTRACT IN ALL PARTS AND REQUIREMENTS IS NOT COMPLETED WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS, DAMAGE WILL BE SUSTAINED BY

COUNTY, AND THAT IT IS AND WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE WHICH COUNTY WILL THEREBY SUSTAIN. THE PARTIES THEREFORE AGREE THAT CONTRACTOR WILL PAY TO COUNTY THE SUM SET FORTH IN THE SUPPLEMENTARY CONDITIONS, IF ANY, FOR EACH CALENDAR DAY OF DELAY UNTIL THE WORK IS COMPLETED AND ACCEPTED. CONTRACTOR AND HIS/HER/ITS SURETY SHALL BE LIABLE FOR THE TOTAL AMOUNT THEREOF. CONTRACTOR AGREES TO PAY SAID LIQUIDATED DAMAGES ESTABLISHED HEREIN, AND FURTHER AGREES THAT COUNTY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE CONTRACTOR UNDER THE CONTRACT.

ARTICLE 5 - NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6 - COMPONENT PARTS OF THIS CONTRACT

The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Bidders
- Instructions to Bidders
- Bid, as accepted
- List of Subcontractors
- Noncollusion Declaration
- Workers' Compensation Insurance Certificate
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Iran Contracting Act Certification
- Bidder Certifications
- Guaranty
- Division 007100 General Conditions, Bid No. 10966
- Division 007300 Supplementary Conditions, Bid No. 10966
- Specifications and Drawings as Prepared by WESTON MILES ARCHITECTS
(refer to an exhibit attached to this Agreement that lists Section, Title, Date and Pages for Specifications; Number, Title and Date for Drawings.)
- Appendices: Post-Award Contract Scope Clarification
- *As issued, Project Addenda Nos: 1, 2, 3, 4, and 5*

All of the contract documents referenced above are intended to be complementary. Work required by one of the contract documents referenced above and not by others shall be done as if required by all.

ARTICLE 7 - NOTICES

All notices to CONTRACTOR and COUNTY (including requests, demands, approvals or other communications other than ordinary course Project communications) in connection with the Project shall be in writing and shall include the word "NOTICE" in the subject line and shall be directed as follows.

COUNTY

Department of Public Works, Facilities and Parks

Attn: Nancy P. Ayala, Project Manager

1441 Schilling Place, Second Floor Salinas, California 93901

*E-Mail: ayalanp@countyofmonterey.gov (**for ordinary course Project communications*)

CONTRACTOR

Avila Brothers Inc, dba Avila Construction Company

Attn: Michael J. Avila

12 Thomas Owens Way, STE 200

Monterey, California 93940

*E-Mail: mike@avilaconst.com (**for ordinary course Project communications*)

A. Notice shall be sufficiently given for all purposes as follows:

1. When personally delivered to the recipient, notice is effective on delivery.
2. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
3. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
4. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Section.

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

C. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, by giving the other party notice of the change in any manner permitted by this Article.

D. The provisions of this Article shall not alter, modify or excuse any legal or contractual requirement relating to Claims under Division 007100 (General Conditions).

ARTICLE 8 – OTHER PROVISIONS

A. In order to induce COUNTY to enter into this Agreement, CONTRACTOR represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and Subcontractors and designers with all required licenses and certifications; that CONTRACTOR is duly qualified to conduct business in the State of California; that CONTRACTOR has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, Agreement, order or decree binding on CONTRACTOR.

B. CONTRACTOR shall not assign any portion of the Contract Documents.

C. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding Agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

D. It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of COUNTY or acting as an employee, agent, or representative of COUNTY, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of COUNTY is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

E. In entering into a Public Works Contract or a Subcontract to supply goods, services or materials pursuant to a Public Works Contract, 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. Section 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 COUNTY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

F. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at COUNTY's Department of Public Works, Facilities and Parks (PWFP), and shall be made available to any interested party on request. Pursuant to California Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every CONTRACTOR will be required to secure the payment of compensation to his/her/its employees. CONTRACTOR represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR shall comply with such provisions before commencing the performance of the Work set forth in the Contract Documents.

G. COUNTY shall have the right to review all phases of CONTRACTOR's design of deferred submittals including, but not limited to, Drawings, Specifications, Shop Drawings, samples and submittals, as specified in the Contract Documents. Such review and other action shall not relieve CONTRACTOR of its responsibility for a complete design of deferred submittals complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of COUNTY's monitoring and accepting the design of deferred submittals as developed and issued by the CONTRACTOR, consistent with these Contract Documents. CONTRACTOR's responsibility to design deferred submittals and construct the Project in conformance with the Contract Documents shall be absolute.

H. This Agreement and the Contract Documents shall be deemed to have been entered into in the

County of Monterey, State of California, and governed in all respects by California law. The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

I. Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

J. Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

K. Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart of counterparts had been delivered to the other party in person.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

COUNTY OF MONTEREY

By: _____

Name: Randy Ishii, MS, PE, TE, PTOE

Title: Director, Public Works, Facilities and Parks

Date:

APPROVED AS TO FORM

CONTRACTS/PURCHASING

By: _____


Name:

Title: Contracts/Purchasing Officer

Date:

APPROVED AS TO FORM & LEGALITY

OFFICE OF THE COUNTY COUNSEL-RISK
MANAGEMENT SUSAN K. BLITCH, County Counsel

By:  _____
Signed by: 76A18B9BA72D498...


Name: Mary Grace Perry

Title: Deputy County Counsel

Date: 6/8/2026 | 4:43 PM PDT

APPROVED AS TO FISCAL TERMS

COUNTY AUDITOR-CONTROLLER

By:  _____
DocuSigned by: 2617DD077D65495...

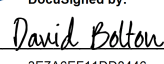
Name: Ma Mon

Title: Chief Deputy Auditor-Controller

Date: 6/11/2026 | 10:34 AM PDT

**APPROVED AS TO INDEMNITY/INSURANCE
LANGUAGE**

OFFICE OF THE COUNTY COUNSEL-RISK
MANAGEMENT

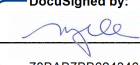
By:  _____
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Name: David Bolton

Title: Risk Manager

Date: 6/12/2026 | 9:51 AM PDT

**CONTRACTOR: AVILA BROTHERS INC., DBA
AVILA CONSTRUCTION COMPANY**

By:  _____
DocuSigned by: 78BA67BB624346E
Principal Name: Michael J Avila

Title: CFO

6/6/2026 | 6:32 AM PDT

Date:

By:  _____
DocuSigned by: FF1919FCEE7F4DA...

Principal Name2: Steven M Avila

Title: President

Date: 6/8/2026 | 9:12 AM PDT

COMPANY ADDRESS:

12 Thomas Owens Way, STE 200

Monterey, California 93940

Contractor's License Type: B

License Number: 550380

License Expiration Date: 12/31/2026

NOTE: CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

INSTRUCTIONS: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of authorized officers pursuant to California Corporations Code Section 313 and the document shall bear the corporate seal; if bidder is a limited liability corporation (LCC), the full legal name of the LLC shall be set forth above together with the signatures of two managers and the document shall bear the LLC corporate seal; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his/her signature shall be placed above.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Monterey }

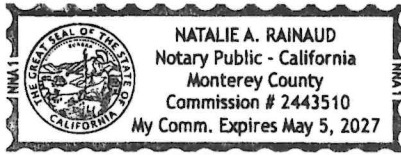
On June 1, 2026 before me, Natalie A. Rainaud, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared ***Michael J Avila*****
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Natalie A. Rainaud
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or Project#8821
fraudulent reattachment of this form to an unintended document. Bid#10966

Description of Attached Document New Bradley Library&Resiliency Center

Title or Type of Document: Payment Bond-65650 Bradley Road

Document Date: May 28, 2026 Number of Pages: 2

Signer(s) Other Than Named Above: Natalie K Trofimoff, Attorney-In-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael J Avila

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: _____

PAYMENT BOND
(Civil Code Section 9550)
Division 006100

Bond Number: 7901312756
Premium: Incl. w/Performance Bond

WHEREAS, the County of Monterey has awarded to Principal,

Avila Brothers, Inc. dba Avila Construction Company

as Contractor, a contract for the following project:

65650 BRADLEY ROAD-NEW BRADLEY LIBRARY & RESILIENCY CENTER, PROJECT NO. 8821 - BID NO. 10966; 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, material suppliers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Avila Brothers, Inc. dba Avila Construction Company
as Principal, and Nationwide Mutual Insurance 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 Four Hundred Seventy Four* Dollars (\$ 3,474,386 .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.

*Thousand Three Hundred Eighty Six and no/100ths

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If 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 under the contract 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.

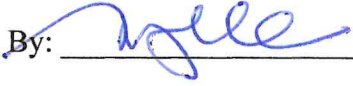
Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does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


If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' 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 28th day of May, 2026, 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) Avila Brothers, Inc. dba Avila Construction Company
Principal
By: 
Title: CFO

(Corporate Seal) Nationwide Mutual Insurance Company
Surety
By: 
Natalie K. Trofimoff
Title: Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws 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.

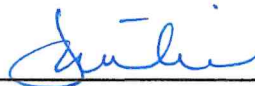
State of California)
) ss
County of Los Angeles)

MAY 28 2026

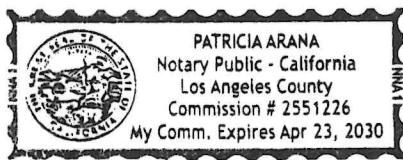
On _____, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: 
Patricia Arana, Notary Public

(Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CHARLENE K NAKAMURA; EDGAR S ALBRECHT; LISA L THORNTON; MARIA PENA; NATALIE K TROFIMOFF; NOEMI QUIROZ; PATRICIA S ARANA; TIMOTHY M TOMKO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Kam
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

[Handwritten signature of Karen L. Kam]
Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this _____ day of

MAY 28 2026

[Handwritten signature of Lezlie F. Chimienti]

Assistant Secretary

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Monterey }

On June 1, 2026 before me, Natalie A. Rainaud, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared ***Michael J Avila*****
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.



Place Notary Seal and/or Stamp Above

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 Natalie A Rainaud
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or **Project#8821**
fraudulent reattachment of this form to an unintended document. **Bid#10966**

Description of Attached Document New Bradley Library&Resiliency Center
Title or Type of Document: Performance Bond-65650 Bradley Road

Document Date: May 28, 2026 Number of Pages: 2

Signer(s) Other Than Named Above: Natalie K Trofimoff, Attorney-In-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: <u>Michael J Avila</u>	Signer's Name: _____
<input checked="" type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

PERFORMANCE BOND
(Public Contract Code Section 20129)
Division 006000

Bond Number: 7901312756
Premium: \$24,846.00

WHEREAS, the County of Monterey has awarded to Principal,
Avila Brothers, Inc. dba Avila Construction Company

as Contractor, for the following project:

65650 BRADLEY ROAD-NEW BRADLEY LIBRARY & RESILIENCY CENTER, PROJECT NO. 8821 - BID NO. 10966; and

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 Avila Brothers, Inc. dba Avila Construction Company
as Principal, and Nationwide Mutual Insurance 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 Four Hundred Seventy Four Thousand Three Hundred Eighty Six Only Dollars
(\$ 3,474,386---.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 indemnify, defend, 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 the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a contract between such bidder and the County of Monterey, and make available as work progresses (even though there should be a default or 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 the 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 attorneys' 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 28th day of May, 2026, 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) Avila Brothers Inc. dba Avila Construction Company
Principal

By: 

Title: CFO

(Corporate Seal) Nationwide Mutual Insurance Company
Surety

By: 
Natalie K. Trofimoff

Title: Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws 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)
) ss
County of Los Angeles)

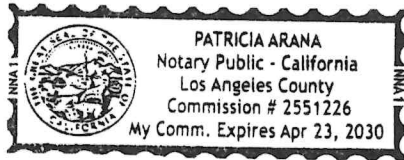
On MAY 28 2026, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ 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: 
Patricia Arana, Notary Public

(Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CHARLENE K NAKAMURA; EDGAR S ALBRECHT; LISA L THORNTON; MARIA PENA; NATALIE K TROFIMOFF; NOEMI QUIROZ; PATRICIA S ARANA; TIMOTHY M TOMKO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company


ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028



Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this _____ day of

_____ MAY 28 2026 _____



Assistant Secretary

POLICY NUMBER: 54303212

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

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
LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT.	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN 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;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 54303212

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

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
LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT.	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN 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;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 54303212

COMMERCIAL GENERAL LIABILITY
10-02-2461 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

WHERE REQUIRED BY WRITTEN CONTRACT.

Location Of Covered Operations:

ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** 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 the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this 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: 543032

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BROAD FORM

This endorsement modifies the Business Auto Coverage Form.

D

Paragraph A. b. CANCELLATION of the COMMON POLICY CONDITIONS for IL is deleted and replaced with the following:

b. 30 days before the effective date of cancellation if we cancel for any other reason.

BROAD FORM

D

The Named Insured shown in the Declarations is amended to include:

- Any entity incorporated subsidiary in which you own more than 10% of the outstanding stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an insured under any other auto liability policy or would be an insured under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- Any organization that is acquired or formed by you and over which you maintain a majority ownership. However, the Named Insured does not include any newly formed or acquired organization that is an insured under any other auto liability policy.
- That has exhausted its Limit of Insurance under any other policy or 30 days or more after its acquisition or formation by you unless you receive our written notice of the acquisition or formation.

Coverage does not apply to bodily injury or property damage that results from an accident that occurred before you formed or acquired the organization.

D

Paragraph A. b. W/O IS AN INSURED of SECTION II LIABILITY COVERAGE is amended to add the following:

d. Any employee of yours while using a covered auto you don't own, hire or

borrow in your business or your personal affairs.

D

Paragraph A. b. W/O IS AN INSURED of SECTION II LIABILITY COVERAGE is amended to add the following:

e. The lessor of a covered auto while the auto is leased to you under a written agreement if:

- The agreement requires you to provide direct primary insurance for the lessor and
- The auto is leased without a driver. Such leased auto will be considered a covered auto you own and not a covered auto you hire.

However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions by:

- You
- Any of your employees or agents or
- Any person except the lessor or any employee or agent of the lessor operating an auto with the permission of any one and/or above.

D

D

Paragraph A. b. W/O IS AN INSURED of SECTION II LIABILITY COVERAGE is amended to add the following:

d. Any person or organization with respect to the operation, maintenance or use of a covered auto provided that you and such person or organization take a agreed under an express provision in a written insured contract, written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an insured.

However, such person or organization is an insured only if

- wit respect to the operation
 - maintenance or use of a covered
 - auto and
- or bodily injury or property damage caused by an accident which takes place after
 - a You executed the insured contract or written agreement or
 - b The permit has been issued to you.

M **R**
 EXCLUSION B. **ELLOW EMPLOYEE**
 SECTION II **LIABILITY COVERAGE** does not apply.
 D **M** **DD** **M** **R** **R**
R **R** **R**
 Paragraph A. a. **TRANSORTATION EXTENSES**
 SECTION III **PHYSICAL DAMAGE COVERAGE**
 COVERAGE is amended to provide a limit of _____ per
 day for temporary transportation expense subject to a
 maximum limit of _____.

R
 Paragraph A. **COVERAGE EXTENSIONS** of
 SECTION III **PHYSICAL DAMAGE COVERAGE** is
 amended to add the following

- c. **d** **r**
- In the event of a total loss to a covered auto we will
 pay any unpaid amount due on the loan or lease for a
 covered auto inus
- The amount paid under the physical Damage
 Coverage Section of the policy and
 - Any
 - a. Overdue loan/lease payments at the time of
 the loss
 - b. Financial penalties imposed under a lease for
 excessive use/abnormal wear and tear or
 other penalties
 - c. Security deposits not returned by the lessor
 - d. Costs for extended warranties Credit Life
 Insurance Health Accident or Disability
 Insurance purchased with the loan or lease
 and
 - e. Carryover balances from previous loans or
 leases.

We will pay for any unpaid amount due on the loan or
 lease if caused by

- Other than Collision Coverage only if the
 Declarations indicate that Comprehensive
 Coverage is provided for any covered auto
- Specified Causes of Loss Coverage only if the
 Declarations indicate that Specified Causes of
 Loss Coverage is provided for any covered auto
 or
- Collision Coverage only if the Declarations indicate
 that Collision Coverage is provided for any
 covered auto.

R
 Paragraph A. **COVERAGE EXTENSIONS** of
 SECTION III **PHYSICAL DAMAGE COVERAGE**
 is amended to add the following

d. **R**
 We will pay the following expenses that you or
 any of your employees are legally obligated
 to pay because of a written contract or
 agreement entered into for use of a rental
 vehicle in the conduct of your business

**MAXIMUM WE WILL PAY FOR ANY ONE
 CONTRACT OR AGREEMENT**

- _____ for loss of income incurred by the
 rental agency during the period of time that
 vehicle is out of use because of actual
 damage to or loss of that vehicle including
 income lost due to absence of that vehicle for
 use as a replacement
- _____ for decrease in trade in value of the
 rental vehicle because of actual damage to
 that vehicle arising out of a covered loss and
- _____ for administrative expenses incurred
 by the rental agency as stated in the contract
 or agreement.
- _____ a maximum total amount for paragraphs
 1, 2, and 3 combined.

R **D** **D** **R**
 Paragraph A. **COVERAGE EXTENSIONS** of
 SECTION III **PHYSICAL DAMAGE COVERAGE**
 is amended to add the following

e. **R**
 We will pay for the expense of returning a
 stolen covered auto to you.

R
 Paragraph B. a. **EXCLUSIONS** of
 SECTION III **PHYSICAL DAMAGE COVERAGE** does not
 apply to the accidental or unintended discarding of
 an airborne. Coverage is excess over any other
 contributory insurance or warranty specifically
 designed to provide this coverage.

D **D** **R**
 M **R** **D** **R**
 Paragraph C. **LIMIT OF INSURANCE** of
 SECTION III **PHYSICAL DAMAGE** is deleted
 and replaced with the following

- _____ is the most we will pay for "loss" in any
 one "accident" to a electronic equipment that
 reproduces/receives or transmits audio/visual
 or data signals which at the time of "loss" is
 - a. Permanently installed in or upon the
 covered "auto" in a cousin's ownership or
 other location that is not normally used by
 the "auto" manufacturer for the installation
 of such equipment
 - b. Reasonable for a permanently installed
 cousin unit as described in Paragraph
 1.a. above or is an integral part of that
 equipment or
 - c. An integral part of such equipment.

Under Paragraph D. DEDUCTIBLE of SECTION III PHYSICAL DAMAGE COVERAGE the Deductible is added. No deductible applies to glass damage if the glass is repaired rather than replaced.

Paragraph D. DEDUCTIBLE of SECTION III PHYSICAL DAMAGE COVERAGE is amended to add the Deductible. This Coverage Form and any other Coverage Form or Policy issued to you by us that is not an auto liability Policy or Coverage Form applies to the same accident. The deductible under this Business Auto Coverage Form is the same for separate deductibles or reduced by the amount of the same for separate deductibles.

Paragraph A.a. DUTIES IN THE EVENT OF AN ACCIDENT CLAIM SUIT OR LOSS of SECTION I BUSINESS AUTO CONDITIONS is deleted and replaced with the following: a. In the event of an accident claim suit or loss you must promptly notify us when the accident is known to you or your authorized representative if you are an individual. A partner or any authorized representative if you are a partner. A member if you are a limited liability company or An executive officer insurance manager or authorized representative if you are an organization other than a partner or limited liability company. Nowed the other persons does not imply that the persons listed above take such nowed. Notice to us should include how when and where the accident or loss occurred. The insured's name and address and To the extent possible the names and addresses of any injured persons or witnesses.

Paragraph A. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION I BUSINESS AUTO CONDITIONS is deleted and replaced with the following: We will waive the right of recovery we would otherwise take against another person or organization for loss to which this insurance

applies provided the insured has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such loss. To the extent that the insured's rights to recover damages for a loss or part of any payment made under this insurance has not been waived those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an accident or loss to impair them. At our request the insured will bring suit or transfer those rights to us and we will enforce them.

4. Paragraph B. CONCEALMENT MISREPRESENTATION or RAUD of SECTION I BUSINESS AUTO CONDITIONS is deleted and replaced with the following: You unintentionally fail to disclose any cards existing at the inception date of your policy we will not void coverage under this Coverage Form because of such failure.

Paragraph B. OTHER INSURANCE of SECTION I BUSINESS AUTO CONDITIONS is amended to add the following: e. Any auto hired or rented by your employee on your behalf and at your direction will be considered an auto you hire. An employee's personal insurance also applies on an excess basis to a covered auto hired or rented by your employee on your behalf and at your direction. This insurance will be primary to the employee's personal insurance.

Paragraph B.b. TERRITORY PERIOD COVERAGE TERRITORY of SECTION I BUSINESS AUTO CONDITIONS is deleted and replaced with the following: A covered auto while the private passenger type is leased hired rented or borrowed without a driver for a period of 30 days or less and

Paragraph C. DEFINITIONS is deleted and replaced by the following: Bodily Injury means bodily injury sickness or disease sustained by any person including entanglement or death as a result of the bodily injury sustained by that person.

POLICY NUMBER: 4000000

COMMERCIAL AUTO
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: AVILA BROTHERS, INC. DBA AVILA CONSTRUCTION COMPAN</p> <p>Endorsement Effective Date: 00000004</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT.</p>
--

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

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.