

## **AGREEMENT**

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and GRANITE ROCK COMPANY, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

### **ARTICLE 1. SCOPE OF WORK**

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract below 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:

**PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2024-01**

### **ARTICLE 2. TIME FOR START AND COMPLETION**

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Roads & Bridges Agreement upon written execution of this Contract, Agreement will commence when the active JOC Roads & Bridges Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

### ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

#### ADJUSTMENT FACTORS

CONTRACTOR will have the opportunity to receive Job Orders totaling at least \$25,000 during the Contract term. The Maximum Contract Value is \$6,023,368 for the **JOC ROADS & BRIDGES 2024-01** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

ITEM	DESCRIPTION	ADJUSTMENT FACTORS
1.	Normal Working Hours – North County Hours of Work between 7 a.m. and 5 p.m., Monday through Friday.	1.1350
2.	Normal Working Hours – South County Hours of Work between 7 a.m. and 5 p.m., Monday through Friday.	1.0000
3.	Other than Normal Working Hours – North County Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays.	1.1350
4.	Other than Normal Working Hours – South County Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays.	1.0000

### ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that

COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Roads & Bridges, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

#### 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 Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- 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
- Division 00710 General Conditions, **Bid Nos. ROADS & BRIDGES 2024-01**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Standard Provisions and Requirements
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1 & 2

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

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: Randell Ishii, MS, PE, TE PTOE

Title: Department of Public Works, Facilities, and Parks  
(PWFP) Director

Date: \_\_\_\_\_

### APPROVED AS TO FORM

#### CONTRACTS/PURCHASING

By: \_\_\_\_\_

Name: Debra R. Wilson

Title: Contracts/Purchasing Officer

Date: \_\_\_\_\_

### APPROVED AS TO FORM

#### OFFICE OF THE COUNTY COUNSEL

Susan K. Blitch, County Counsel

*Mary Grace Perry*

By: \_\_\_\_\_

Mary Grace Perry, Deputy County Counsel

9/20/2024 | 1:55 PM PDT

### APPROVED AS TO FISCAL TERMS

#### COUNTY AUDITOR-CONTROLLER

DocuSigned by:

Rupa Shah, Auditor-Controller

*Patricia Ruiz*

By: \_\_\_\_\_

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Name: Ma Mon

Patricia Ruiz

Auditor Controller Analyst

Title: Chief Deputy Auditor-Controller

Date: 9/23/2024 | 8:19 AM PDT

### APPROVED AS TO INDEMNITY/INSURANCE PROVISIONS

#### OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT, David Bolton, Risk Manager

By: \_\_\_\_\_

Name, Title

Date: \_\_\_\_\_

### CONTRACTOR: GRANITE ROCK COMPANY

Signed by:

By: *Robert Snyder*

9/10/2024 | 1:05 PM PDT

Name: \_\_\_\_\_

Title: Executive Vice President

(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President OR Vice President.)

9/10/2024 | 1:05 PM PDT

Date: \_\_\_\_\_

& By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer OR CFO)

Date: \_\_\_\_\_

### COMPANY ADDRESS:

5525 Hellyer Avenue, Suite 220

San Jose, CA 95138

**Contractor's License Type:** A, B, C12, HAZ

**License Number:** 22

**License Expiration Date:** April 30, 2025

**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, P O 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 two (2) officers authorized to sign per California Corporations Code Section 313 and the document shall bear the corporate seal; if bidder 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 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.



## CERTIFICATION OF CORPORATE RESOLUTION

The directors of Granite Rock Company, a corporation organized and existing under the laws of the State of California, duly approved, on March 17, 2023, in accordance with the Articles of Incorporation and Bylaws of the corporation, the following resolution:

### **Authorized Signatories for Construction Project Bid and Contract Documents**

RESOLVED, that each of the following persons is fully authorized to sign bid and contract documents on behalf of Granite Rock Company, doing business as Graniterock, and to bind the corporation with respect to such documents:

Paul Cianciarulo	John Orcutt
Kevin Jeffery	Shirley Ow
Aaron Johnston	Henry Ramirez
Peter Lemon	Rich Sacher
Dan Lindsey	Rob Snyder
Bill Miller	Tom Squeri
	Chris Sveum

RESOLVED FURTHER, that such persons be, and each individually is, hereby authorized, directed and empowered to execute any applications, certificates, agreements or any other instruments or documents or amendments or supplements to such documents, or to do or to cause to be done any and all other acts and things as such officers, in their discretion, may deem necessary or advisable and appropriate to carry out the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such persons prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed, and approved as the acts and deeds of this corporation.

I, Kevin Jeffery, Vice President and Secretary of Granite Rock Company, do hereby certify that I am the Vice President and Secretary of such corporation, and that the above resolution was duly adopted by the Board of Directors of such corporation, and that such resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of such corporation.

Dated: September 11, 2024

  
\_\_\_\_\_  
Kevin Jeffery  
Vice President and Secretary

- Monterey County
- San Benito County
- San Mateo County
- Santa Clara County
- Santa Cruz County
- Alameda County
- City and County of San Francisco

**PERFORMANCE BOND**  
(Public Contract Code Section 20129)  
Division 00600

Bond No. 30217404  
Premium: \$18,070

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Granite Rock Company

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as "CONTRACTOR", for the following project (**Check One Box**):

**PROJECT NO. JOC 2024, BID NO. ROADS & BRIDGES 2024-01;**  
OR

**PROJECT NO. JOC 2024, BID NO. ROADS & BRIDGES 2024-02;**  
OR

**PROJECT NO. JOC 2024, BID NO. ROADS & BRIDGES 2024-03**  
OR

**PROJECT NO. JOC 2024, BID NO. ROADS & BRIDGES 2024-04**  
OR

**PROJECT NO. JOC 2024, BID NO. ROADS & BRIDGES 2024-05**  
OR

**PROJECT NO. JOC 2024, BID NO. ROADS & BRIDGES 2024-06**

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

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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 Six Million, Twenty-Three Thousand and Three Hundred Sixty-Eight Dollars (6,023,368), 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 13th day of September, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



(Corporate Seal) GRANITE ROCK COMPANY

Principal

By:

Title: Peter Lemon, President and CEO

(Corporate Seal) WESTERN SURETY COMPANY

Surety

By:

Title: Joan DeLuca, 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.

1. **What is the purpose of the document?**  
The purpose of this document is to provide a detailed description of the services offered by [Company Name] and to establish a clear understanding of the terms and conditions under which these services will be provided.

2. **What are the services offered by [Company Name]?**  
[Company Name] offers a range of services, including [Service 1], [Service 2], [Service 3], and [Service 4]. These services are designed to meet the needs of our clients and provide them with the best possible results.

3. **What are the terms and conditions of the services?**  
The terms and conditions of the services are outlined in the attached document. It is important to read and understand these terms before accepting the services.

4. **What is the cost of the services?**  
The cost of the services will be determined based on the scope of work and the complexity of the project. A detailed cost estimate will be provided upon acceptance of the services.

5. **What is the timeline for the services?**  
The timeline for the services will be determined based on the scope of work and the complexity of the project. A detailed timeline will be provided upon acceptance of the services.

6. **What is the cancellation policy for the services?**  
The cancellation policy for the services will be determined based on the scope of work and the complexity of the project. A detailed cancellation policy will be provided upon acceptance of the services.

7. **What is the payment policy for the services?**  
The payment policy for the services will be determined based on the scope of work and the complexity of the project. A detailed payment policy will be provided upon acceptance of the services.

8. **What is the liability of [Company Name] for the services?**  
The liability of [Company Name] for the services will be determined based on the scope of work and the complexity of the project. A detailed liability policy will be provided upon acceptance of the services.

9. **What is the intellectual property rights for the services?**  
The intellectual property rights for the services will be determined based on the scope of work and the complexity of the project. A detailed intellectual property rights policy will be provided upon acceptance of the services.

10. **What is the dispute resolution process for the services?**  
The dispute resolution process for the services will be determined based on the scope of work and the complexity of the project. A detailed dispute resolution process will be provided upon acceptance of the services.

11. **What is the termination of the services?**  
The termination of the services will be determined based on the scope of work and the complexity of the project. A detailed termination policy will be provided upon acceptance of the services.

12. **What is the confidentiality of the services?**  
The confidentiality of the services will be determined based on the scope of work and the complexity of the project. A detailed confidentiality policy will be provided upon acceptance of the services.

13. **What is the liability of [Company Name] for the services?**  
The liability of [Company Name] for the services will be determined based on the scope of work and the complexity of the project. A detailed liability policy will be provided upon acceptance of the services.

14. **What is the intellectual property rights for the services?**  
The intellectual property rights for the services will be determined based on the scope of work and the complexity of the project. A detailed intellectual property rights policy will be provided upon acceptance of the services.

15. **What is the dispute resolution process for the services?**  
The dispute resolution process for the services will be determined based on the scope of work and the complexity of the project. A detailed dispute resolution process will be provided upon acceptance of the services.

16. **What is the termination of the services?**  
The termination of the services will be determined based on the scope of work and the complexity of the project. A detailed termination policy will be provided upon acceptance of the services.

17. **What is the confidentiality of the services?**  
The confidentiality of the services will be determined based on the scope of work and the complexity of the project. A detailed confidentiality policy will be provided upon acceptance of the services.

## CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Santa Cruz

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On September 16, 2024

Date

before me,

Leslie Finlayson, Notary Public

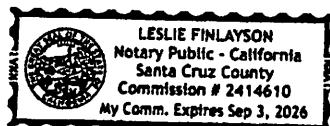
Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_

Peter Lemire

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

## Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

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

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

 Corporate Officer – Title(s): \_\_\_\_\_ Corporate Officer – Title(s): \_\_\_\_\_ Partner –  Limited  General Partner –  Limited  General Individual  Attorney in Fact Individual  Attorney in Fact Trustee  Guardian or Conservator Trustee  Guardian or Conservator Other: \_\_\_\_\_ Other: \_\_\_\_\_

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

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

## **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

## **CIVIL CODE § 1189**

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

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**

my hand and official seal.  
  
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: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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

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

Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# 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, Kathleen Earle, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan DeLuca, Yvonne Roncagliolo, Thomas E Hughes, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 16th day of August, 2024.



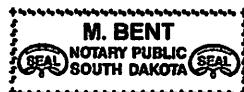
WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota      }      ss  
County of Minnehaha

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, 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 and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of September, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

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

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**PAYMENT BOND**  
(Civil Code Section 9550)  
Division 00610

Bond No. 30217404  
Premium: Included in Performance Bond

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Granite Rock Company  
as CONTRACTOR, a Contract for the following (**Check One Box**):

**PROJECT NO. JOC 2024, BID NO. ROADS & BRIDGES 2024-01;**

**PROJECT NO. JOC 2024, BID NO. ROADS & BRIDGES 2024-02;**

**PROJECT NO. JOC 2024, BID NO. ROADS & BRIDGES 2024-03,**

**PROJECT NO. JOC 2024, BID NO. ROADS & BRIDGES 2024-04,**

**PROJECT NO. JOC 2024, BID NO. ROADS & BRIDGES 2024-05, and**

**PROJECT NO. JOC 2024, BID NO. ROADS & BRIDGES 2024-06**

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 providers, 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 Six Million, Twenty-Three Thousand, Three Hundred and Sixty-Eight Dollars (6,023,368), 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 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.

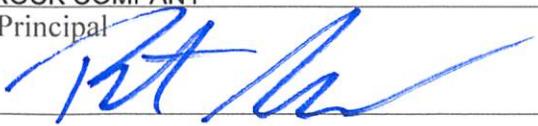
If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

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 13th day of September, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) GRANITE ROCK COMPANY

Principal

By: 

Title: Peter Lemon, President and CEO

(Corporate Seal) WESTERN SURETY COMPANY

Surety

By: 

Title: Joan DeLuca, 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.

RECEIVED AND FILED IN THE CLERK'S OFFICE, U.S. DISTRICT COURT FOR THE DISTRICT OF COLUMBIA  
RECEIVED AND FILED IN THE CLERK'S OFFICE, U.S. DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

RECEIVED AND FILED IN THE CLERK'S OFFICE, U.S. DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

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RECEIVED AND FILED IN THE CLERK'S OFFICE, U.S. DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

**CALIFORNIA ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

State of California

County of Santa Cruz

}

On September 16, 2024

Date

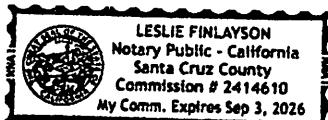
before me, Leslie Finlayson, Notary Public

Here Insert Name and Title of the Officer

personally appeared Peter Lemun

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

Signature of Notary Public

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

 Corporate Officer – Title(s): \_\_\_\_\_ Corporate Officer – Title(s): \_\_\_\_\_ Partner –  Limited  General Partner –  Limited  General Individual  Attorney in Fact Individual  Attorney in Fact Trustee  Guardian or Conservator Trustee  Guardian or Conservator Other: \_\_\_\_\_ Other: \_\_\_\_\_

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

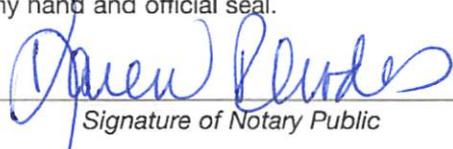
State of California )  
 County of Marin )  
 On Sept 13, 2024 before me, Karen Rhodes, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Joan DeLuca Name(s) of Signer(s)

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.

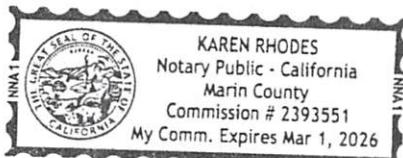
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



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: \_\_\_\_\_

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

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, Kathleen Earle, Kelly Holtermann, Mark M Munekawa, Nerissa S Bartolome, Joan DeLuca, Yvonne Roncagliolo, Thomas E Hughes, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 16th day of August, 2024.



WESTERN SURETY COMPANY

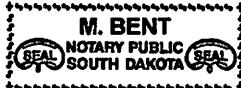
Larry Kasten, Vice President

State of South Dakota      }      ss  
County of Minnehaha

On this 16th day of August, 2024, before me personally came Larry Kasten, 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 a 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, Paula Kolsrud, 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 and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of September, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

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

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/16/2024

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

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

<b>PRODUCER</b> Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	<b>CONTACT NAME:</b> Chris Kelley	<b>FAX (A/C, No):</b> 415-989-9923
	<b>PHONE (A/C, No, Ext):</b> 415-402-6521 <b>E-MAIL ADDRESS:</b> ckelley@woodruffssawyer.com	
<b>INSURED</b> Granite Rock Company 350 Technology Dr. Watsonville, CA 95076	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> American Contractors Insurance Co RRG	
	<b>INSURER B :</b> Continental Insurance Company	
	<b>INSURER C :</b> ACIG Insurance Company	
	<b>INSURER D :</b> Berkley Assurance Company	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	
<b>GRANCOM-01</b>		

## COVERAGES

**CERTIFICATE NUMBER:** 817273573

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS							
	X	COMMERCIAL GENERAL LIABILITY													
A A A	<input checked="" type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR				6/1/2024	6/1/2025	EACH OCCURRENCE	\$ 10,000,000				
								6/1/2024	6/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000				
								6/1/2024	6/1/2025	MED EXP (Any one person)	\$ 5,000				
										PERSONAL & ADV INJURY	\$ 10,000,000				
										GENERAL AGGREGATE	\$ 10,000,000				
										PRODUCTS - COMP/OP AGG	\$ 10,000,000				
											\$				
											\$				
A	AUTOMOBILE LIABILITY					AL24000019	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident)		\$ 5,000,000				
	<input checked="" type="checkbox"/>	ANY AUTO							BODILY INJURY (Per person)		\$				
		OWNED AUTOS ONLY							BODILY INJURY (Per accident)		\$				
		Hired AUTOS ONLY							PROPERTY DAMAGE (Per accident)		\$				
											\$				
B	UMBRELLA LIAB		<input checked="" type="checkbox"/>	OCCUR		CUE7014990956	6/1/2024	6/1/2025	EACH OCCURRENCE		\$ 10,000,000				
	EXCESS LIAB			CLAIMS-MADE					AGGREGATE		\$ 10,000,000				
	DED		RETENTION \$								\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			<input checked="" type="checkbox"/>	N/A	WCA000026124	6/1/2024	6/1/2025	X	PER STATUTE	OTH-ER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			<input checked="" type="checkbox"/>					E.L. EACH ACCIDENT		\$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000				
									E.L. DISEASE - POLICY LIMIT		\$ 1,000,000				
D	Pollution/Professional Liability					PCAB50223200624	6/1/2024	6/1/2025	Per Claim/*Aggregate		\$ 10,000,000				

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

Professional/Pollution \*Aggregate limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses.

Re: GR Job #8545; Monterey County Roads and Bridges; JOC 2024-01. The County of Monterey, Its Officers, Agents and Employees are additional insured per the attached forms, wherein coverage is Primary and Non-Contributory. Waivers of Subrogation apply per the attached forms. Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

County of Monterey  
Public Works, Facilities and Parks  
1441 Schilling Place, South 2nd Floor  
Salinas CA 93901

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

**AUTHORIZED REPRESENTATIVE**

Zoe Overbay

## 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: 6/1/2024

Policy No.: AL24000019

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 FORM SCHEDULE

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

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

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

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

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

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

Policy Effective: 6/1/2024

Policy No.: GL24A00056

Endorsement No.:

Insured: Granite Rock Company

Premium \$

## AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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: 6/1/2024

Policy No.: GL24A00056

Endorsement No.:

Policy Effective: 6/1/2024

Premium \$

Insured: Granite Rock Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

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

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

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

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

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

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

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

Policy Effective: 6/1/2024

Policy No.:GL24A00056

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 04 03 06**

(Ed. 04-84)

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

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

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

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

**Schedule**

<b>Person or Organization</b>	<b>Job Description</b>
-------------------------------	------------------------

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

★ *No Additional Premium to be applied*

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

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

Policy Effective Date: 6/1/2024

Policy No. WCA000026124

Endorsement No.

Premium \$

Insured Granite Rock Company

Carrier Name/Code: ACIG Insurance Company

**WC 04 03 06**

(Ed. 04-84)