

## **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 CATO'S GENERAL ENGINEERING, INC. dba CATO'S PAVING, 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 (SOW) for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The 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 a fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked 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 2025-01**

### 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 **\$6,210,093** for the **JOC ROADS & BRIDGES 2025-01**. 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.	1.1000
2.	Normal Working Hours – South County Hours of Work between 7 a.m. and 5 p.m., Monday through Friday.	1.1000
3.	Other than Normal Working Hours – North County Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays.	1.1000
4.	Other than Normal Working Hours – South County Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays.	1.1000

#### 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 No. ROADS & BRIDGES 2025-01**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Federal-Aid Contract Language (Caltrans LAPM) and Form FHWA 1273
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda No. 1

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: \_\_\_\_\_  
Randell Ishii, MS, PE, TE PTOE  
Director of Public Works, Facilities and Parks

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

CONTRACTOR: CATO’S GENERAL ENGINEERING, INC.

Signed by:  
By: Claudio Alejandro Ollarzabal Garcia  
3D67057A8544415...  
Name: Claudio Alejandro Ollarzabal Garcia

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

Date: 9/9/2025 | 2:22 PM PDT

DocuSigned by:  
By: Alfonso C. Villanueva  
D7A3B828C7BC469...

Name: Alfonso C. Villanueva

Title: Chief Financial Officer  
(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)

Date: 9/9/2025 | 2:24 PM PDT

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
Susan K. Blitch, County Counsel  
Signed by:  
By: Mary Grace Perry  
76A18B9BA72D498...  
Mary Grace Perry, Deputy County Counsel

Date: 9/11/2025 | 10:36 AM PDT

COMPANY ADDRESS:  
22302 HATHAWAY AVENUE  
HAYWARD, CA 94541  
Contractor’s License Type: A

License Number: 1000087  
License Expiration Date: January 31, 2027

APPROVED AS TO FISCAL TERMS  
COUNTY AUDITOR-CONTROLLER  
Rupa Shah, Auditor Controller  
DocuSigned by:  
By: Patricia Ruiz  
E79EF64E57454F6...  
Ma Mon, Chief Deputy Auditor-Controller

Date: 9/11/2025 | 2:20 PM PDT

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

APPROVED AS TO INSURANCE PROVISIONS  
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT  
Susan K. Blitch, County Counsel  
By: \_\_\_\_\_  
David Bolton, Risk Manager

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

INSTRUCTIONS: NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). 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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

Bond #: GRCA71416

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

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

**Cato's General Engineering, Inc. dba Cato Paving**

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

- ☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03,**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04,**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05, and**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

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 Cato's General Engineering, Inc. dba Cato Paving  
as Principal, and Granite Re, Inc. dba Granite Surety 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 Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars (\$6,210,093), 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 9<sup>th</sup> day of September, 2025, 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) Cato's General Engineering, Inc. dba Cato Paving

Principal

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

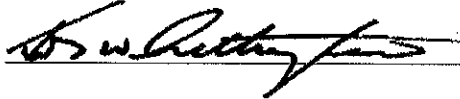


Title: Alfonso C Villanueva CFO

(Corporate Seal) Granite Re, Inc. dba Granite Surety Insurance Company

Surety

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



Title: Kenneth D. Whittington, 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.

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 the document.

### ACKNOWLEDGMENT OF PRINCIPAL

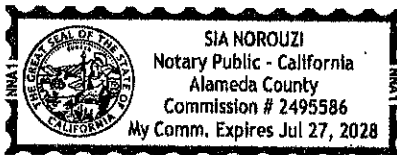
State of California  
County of Alameda

On this 9th day of Sept., 2025 before me SIA NOROUZI Notary Public  
*Here insert Name and Title of Officer*  
Alfonso C. Villanueva who proved to me on the basis of satisfactory evidence to be the person  
*Name of Signer*

whose name is subscribed to the within instrument and acknowledged to me that ~~he~~ she executed the same in ~~his~~ her authorized capacity, and that by ~~his~~ her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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 Sia Norouzi  
Signature of Notary Public

### ACKNOWLEDGMENT OF SURETY

State of Oklahoma  
County of Oklahoma

On this 4 day of September, 2025 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.



Lauren N. Smith  
Notary Public

# GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY

## GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

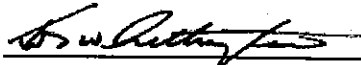
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

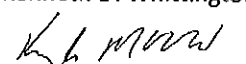
KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

**In Witness Whereof**, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31<sup>st</sup> day of July, 2023.

STATE OF OKLAHOMA     }  
                                      } SS:  
COUNTY OF OKLAHOMA    }



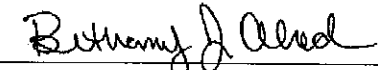
  
\_\_\_\_\_  
Kenneth D. Whittington, President

  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

On this 31<sup>st</sup> day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2027  
Commission #: 11003620



  
\_\_\_\_\_  
Notary Public

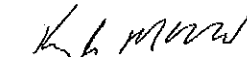
### GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this September 9<sup>th</sup>, 2025.



  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

**PERFORMANCE BOND**

(Public Contract Code Section 20129)

Division 00600

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

Cato's General Engineering, Inc. dba Cato Pavingas "CONTRACTOR", for the following project (**Check One Box**):☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**  
OR☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**  
OR☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03**  
OR☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04**  
OR☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05**  
OR☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

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 Cato's General Engineering, Inc. dba Cato Pavingas Principal, and Granite Re, Inc. dba Granite Surety 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 Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars (\$6,210,093), 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 9<sup>th</sup> day of September, 2025, 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) Cato's General Engineering, Inc. dba Cato Paving

Principal

By: 

Title: Alfonso C Villanueva, CFO

(Corporate Seal) Granite Re, Inc. dba Granite Surety Insurance Company

Surety

By: 

Title: Kenneth D. Whittington, 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.

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 the document.

### ACKNOWLEDGMENT OF PRINCIPAL

State of California

County of Alameda

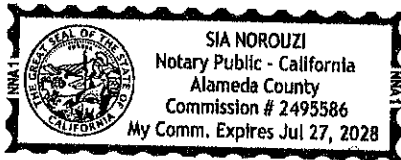
On this 9th day of Sept., 2025, before me SIA NOROUZI / notary public personally appeared  
Here insert Name and Title of Officer

Alfonso C. Villanueva who proved to me on the basis of satisfactory evidence to be the person  
Name of Signer

whose name is subscribed to the within instrument and acknowledged to me that ~~he~~ she executed the same in ~~his~~ her authorized capacity, and that by ~~his~~ her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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 Sia Norouzi  
Signature of Notary Public

### ACKNOWLEDGMENT OF SURETY

State of Oklahoma  
 County of Oklahoma

On this 4 day of September, 2025 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.



Lauren N. Smith  
 Notary Public

# GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY

## GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

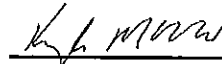
KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

**In Witness Whereof**, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31<sup>st</sup> day of July, 2023.

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )



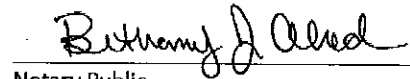
  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Assistant Secretary

On this 31<sup>st</sup> day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2027  
Commission #: 11003620



  
Notary Public

### GRANITE RE, INC. Certificate

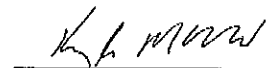
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

September 9<sup>th</sup> 2025.



  
Kyle P. McDonald, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2025

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

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

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY

HOME OFFICE: P.O. BOX 328

OWATONNA, MN 55060

CONTACT NAME:

CLIENT CONTACT CENTER

PHONE

(A/C, No, Ext): 888-333-4949

FAX

(A/C, No): 507-446-4664

E-MAIL

ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

INSURER A:FEDERATED MUTUAL INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

CATO'S GENERAL ENGINEERING, INC., CATOS PAVING

22302 HATHAWAY AVE

HAYWARD, CA 94541-4861

NAIC #

13935

COVERAGES

CERTIFICATE NUMBER: 801

REVISION NUMBER: 6

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<div> <div><input checked="" type="checkbox"/></div> <div>COMMERCIAL GENERAL LIABILITY</div> <div> <div>CLAIMS-MADE</div> <div><input checked="" type="checkbox"/> OCCUR</div> </div> <div> <div>GEN'L AGGREGATE LIMIT APPLIES PER:</div> <div> <div>POLICY</div> <div><input checked="" type="checkbox"/> PROJECT</div> <div><input type="checkbox"/> LOC</div> </div> <div>OTHER:</div> </div> </div>	Y	Y	1887903	02/18/2025	02/18/2026	<div>EACH OCCURRENCE</div> <div>\$1,000,000</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence)</div> <div>\$100,000</div> <div>MED EXP (Any one person)</div> <div>EXCLUDED</div> <div>PERSONAL &amp; ADV INJURY</div> <div>\$1,000,000</div> <div>GENERAL AGGREGATE</div> <div>\$2,000,000</div> <div>PRODUCTS &amp; COMP/OP ACC</div> <div>\$2,000,000</div>
A	<div> <div><input checked="" type="checkbox"/></div> <div>AUTOMOBILE LIABILITY</div> <div> <div><input checked="" type="checkbox"/> ANY AUTO</div> <div>OWNED AUTOS ONLY</div> <div><input type="checkbox"/> SCHEDULED AUTOS</div> <div>HIRED AUTOS ONLY</div> <div><input type="checkbox"/> NON-OWNED AUTOS ONLY</div> </div> </div>	Y	Y	1887903	02/18/2025	02/18/2026	<div>COMBINED SINGLE LIMIT (Ea accident)</div> <div>\$1,000,000</div> <div>BODILY INJURY (Per Person)</div> <div></div> <div>BODILY INJURY (Per Accident)</div> <div></div> <div>PROPERTY DAMAGE (Per Accident)</div> <div></div>
A	<div> <div><input checked="" type="checkbox"/></div> <div>UMBRELLA LIAB</div> <div><input checked="" type="checkbox"/> OCCUR</div> <div>EXCESS LIAB</div> <div>CLAIMS-MADE</div> <div>DED</div> <div>RETENTION</div> </div>	Y	Y	1887904	02/18/2025	02/18/2026	<div>EACH OCCURRENCE</div> <div>\$5,000,000</div> <div>AGGREGATE</div> <div>\$5,000,000</div>
	<div> <div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div> <div>ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</div> <div>If yes, describe under DESCRIPTION OF OPERATIONS below</div> <div>Y/N</div> <div><input type="checkbox"/> N/A</div> </div>						<div>PER STATUTE</div> <div>OTHER</div> <div>E.I. EACH ACCIDENT</div> <div>E.I. DISEASE EA EMPLOYEE</div> <div>E.I. DISEASE - POLICY LIMIT</div>

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

SEE ATTACHED PAGE

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF MONTEREY PUBLIC WORKS, FACILITIES AND PARKS

1441 SCHILLING PL FL 2

SALINAS, CA 93901-4543

801 6

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

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED CATO'S GENERAL ENGINEERING, INC., CATOS PAVING 22302 HATHAWAY AVE HAYWARD, CA 94541-4861
POLICY NUMBER SEE CERTIFICATE # 801.6		
CARRIER SEE CERTIFICATE # 801.6	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 801.6

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: JOC ROADS & BRIDGES 2025-01  
 COMMERCIAL UMBRELLA POLICY PROVIDES EXCESS LIABILITY COVERAGE FOR THE FOLLOWING SCHEDULE OF UNDERLYING INSURANCE POLICIES: COMMERCIAL GENERAL LIABILITY POLICY, BUSINESS AUTO LIABILITY POLICY INSURED BY FEDERATED MUTUAL INSURANCE COMPANY PER THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.  
 SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSUREDS ALSO INCLUDES THE COUNTY OF MONTEREY, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS.  
 SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, WAIVER OF SUBROGATION ALSO INCLUDES THE COUNTY OF MONTEREY, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS.  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT.  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT.  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.  
 INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.  
 INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.  
 GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT  
 BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.  
 GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.  
 FOR NON-PAYMENT OF PREMIUM, 10 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.  
 FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2025

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

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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> Leavitt Pacific Insurance Brokers, Inc. License #0D79674 1570 The Alameda, Suite 101 San Jose CA 95126	<b>CONTACT NAME:</b> Tammie Stamp <b>PHONE (A/C, No, Ext):</b> (408) 288-6262 <b>FAX (A/C, No):</b> (408) 298-7635 <b>E-MAIL ADDRESS:</b> tammie-stamp@leavitt.com														
<b>INSURED</b> Cato's General Engineering, Inc. dba: Cato's Paving 22302 Hathaway Ave Hayward CA 94541	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Everest Premier Insurance Company</td> <td>16045</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest Premier Insurance Company	16045	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Everest Premier Insurance Company	16045														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 25-26 Master**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	7600018667251	2/19/2025	2/19/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

RE: JOC Roads &amp; Bridges 2025-01

WC Waiver of Subrogation applies.

**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

Fred Stafford/MIEDWA

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ACORD 25 (2014/01)

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INS025 (201401)

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 04 03 06****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 2% of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE****PERSON OR ORGANIZATION****JOB DESCRIPTION**

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE  
REQUIRED BY WRITTEN CONTRACT OR AGREEMENT  
TO OBTAIN THIS WAIVER OF RIGHT FROM US PRIOR  
TO INJURY.

BLANKET WAIVER OF SUBROGATION

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: **02/19/2025**

Policy No. **7600018667251**

Endorsement No. **001**

Insured: **Cato's General Engineering, Inc.**

Premium \$ **INCL.**

Insurance Company: **Everest Premier Insurance Company**

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED BY CONTRACT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART**

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

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:  
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
  2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
  3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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COMMERCIAL AUTO  
CA 04 49 11 16

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "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 such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "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 such "insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART**

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

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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POLICY NUMBER: 1887903

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
County of Monterey Public Works, Facilities and Parks 1441 Schilling PL FL 2 # South Salina, CA 93901-4543	Any coverage provided by this endorsement is limited to the road resurfacing, curbs and striping at JOC Roads & Bridges 2025-01 for the Certificate Holder. Subject to the terms and conditions of the policy, Additional Insureds also includes The County of Monterey, its officers, officials, agents, employees, and volunteers.
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.

**Insured:**

Cato's General Engineering, Inc.  
22302 Hathaway Ave  
Hayward, CA 94541-4861

POLICY NUMBER: 1887903

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
County of Monterey Public Works, Facilities and Parks 1441 Schilling PL FL 2 # South Salina, CA 93901-4543	See IL-F-40-00018
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.

**Insured:**

Cato's General Engineering, Inc.  
22302 Hathaway Ave  
Hayward, CA 94541-4861

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

**Primary And Noncontributory Insurance**

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

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

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

**IL-F-40-00018 Extension Endorsement**

Any coverage provided by this endorsement is limited to the road resurfacing, curbs and striping at JOC Roads & Bridges 2025-01 for the Certificate Holder. Subject to the terms and conditions of the policy, Additional Insureds also includes The County of Monterey, its officers, officials, agents, employees, and volunteers.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) -  
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

POLICY NUMBER: 1887903

COMMERCIAL GENERAL LIABILITY  
CG 25 03 05 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Designated Construction Project(s):**

Each construction project as required by written contract or written agreement.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**Federated Mutual Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## LIMITED AMENDMENT OF CANCELLATION PROVISIONS

All Coverage Parts included in this policy are subject to the following conditions:

If we cancel this policy, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

## SCHEDULE

**Name and Address of Person(s) Or Organization(s):**

County of Monterey Public Works, Facilities  
and Parks  
1441 Schilling PL FL 2 # South  
Salina, CA 93901-4543

**Number of days advance notice for any reason other than non-payment of premium: 30**

**Number of days advanced notice for non-payment of premium:** See Common Policy Conditions

**Insured:** Cato's General Engineering, Inc.  
22302 Hathaway Ave  
Hayward, CA 94541-4861

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